NORTH CAROLINA
ASHE COUNTY

SOLID WASTE MANAGEMENT CONTRACT

THIS CONTRACT, entered into this 16th day of March, 2020, by and between **County of Ashe**, a body politic, Party of the First Part, hereinafter referred to as "County" and **High Country Home Services,** Ashe County, North Carolina, a corporation, Party of the Second Part.

WITNESSETH:

That Whereas, the County desires to provide for the people residing within its boundaries as complete a solid waste collection service as possible within its capacity to do so; and

Whereas, the County Board of Commissioners of Ashe County has adopted an ordinance granting a franchise for High Country Home Services to operate a solid waste collection service in the County of Ashe.

IT IS NOW THEREFORE, CONTRACTED AND AGREED by and between the parties as follows:

1. This license permits lawful business activity within all of the unincorporated areas of the County and is granted subject to the provisions contained in Chapter 50 of the Ashe County Code of Ordinances adopted by the County Board of Commissioners, as amended, which governs the collection, storage, transportation and disposal of solid waste.

2. The County Board of Commissioners reserves to itself the right to regulate the fees that may be charged by the holder of a franchise for the commercial collection and disposal of solid waste.

3. The County must consent to and approve the relocation of the business office, maintenance facility, or equipment storage facility operated by the licensee.

4. High Country Home Services agrees to provide where feasible, curbside collection services for recyclable commodities and to promote and sell those services.

5. High Country Home Services agrees to provide and operate a recycling education program to be available to school classes, civic clubs, and other organizations that are interested in learning about the need for recycling.

6. High Country Home Services agrees to provide and service a recycling collection program to all commercial and industrial customers it does business with, and to furnish collection and storage bins to the same at a reasonable price.

7. In the event of the failure by High Country Home Services to perform any provision of said terms or conditions, the County shall have the right to terminate this contract.

8. In the event of a change of ownership of High Country Home Services involving a sale of more than fifty-one percent (51%) of the common stock to shareholders other than current High Country Home Services shareholders or in the event of a merger of High Country Home Services with another company or entity, High Country Home Services must notify the County in writing of such proposed sale or merger in writing six (6) months prior to the effective date of sale or merger. The written consent of the County to such sale or merger shall be required and if not given, the County shall have the option to revoke the franchise. Such consent shall not be unreasonably withheld.

IN TESTIMONY WHEREOF the parties have executed this agreement in duplicate originals, the day and year first above written.

Party of the First Part
County of Ashe

_____
Adam Stumb
County Manager

ATTEST:

_____
Ann J. Clark, MMC, NCMCC
Clerk, Board of Commissioners

Party of the Second Part
High Country Home Services

_____
President

NORTH CAROLINA
ASHE COUNTY

I, Barbara McCoy, a Notary Public of the County and State aforesaid, certify that Ann J. Clark personally came before me this day and acknowledged that she is Clerk to the Ashe County Board of Commissioners, a corporation, and that by authority duly given and as of the act of the corporation the foregoing instrument was signed in its name by its County Manager, sealed with its corporate seal, and attested by her as the Clerk.

Witness my hand and official seal, this the _____ day of _____, 2020.

_____
Notary Public

My commission expires: _____

NORTH CAROLINA
_____ COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that _____, President of High Country Home Services, personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 2020.

_____
Notary Public

My commission expires: _____

NORTH CAROLINA
ASHE COUNTY

ORDINANCE

BE IT ORDAINED by the Board of County Commissioners of Ashe County, North Carolina, that **High Country Home Services**, Ashe County, North Carolina, be granted a franchise that is not assignable or transferable, to operate a solid waste collection/transport/disposal business subject to the conditions outlined in Chapter 50 of the Ashe County Code of Ordinances and pursuant to Contract and Agreement entered into on March 16, 2020 for a period ending on June 30, 2025.

BE IT FURTHER ORDAINED that this franchise period is subject to periodic inspection of franchisee operations by the Ashe County Department of Environmental Services personnel to insure compliance with the regulations in the aforementioned chapter and continued eligibility for annual license renewal.

BE IT FURTHER ORDAINED that it is unlawful for anyone to operate a commercial solid waste collection, transportation or disposal service without a franchise granted by ordinance of the Board of County Commissioners of Ashe County; and that violation of this ordinance shall be a misdemeanor.

BE IT FURTHER RESOLVED that the Chairman and Clerk of said Ashe County Board of Commissioners be, and they are, hereby authorized and directed to execute said Contract and Agreement for and on behalf of said Board of County Commissioners of Ashe County.

Duly adopted this 16th day of March 2020, after being approved by first reading on March 2, 2020.

_____
Todd McNeill, Chairman
Board of Commissioners

ATTEST:

_____
Ann J. Clark, MMC, NCMCC
Clerk to the Board