

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

MODIFICATION TO FRANCHISE SERVICE CONTRACT

This Modification to Franchise Service Contract ("Modification") made and entered into effective as of the ____ day of November, 2019 by and between Buncombe County, a body politic and corporate of the State of North Carolina (hereinafter sometimes "County") and Waste Pro of North Carolina, Inc., a North Carolina corporation organized and doing business in the State of North Carolina (hereinafter sometimes "Contractor")

Witnesseth:

Whereas, on or about June 4, 2019 County and Contractor entered into Franchise Service Contract ("Contract") for a five (5) year exclusive franchise for the collection and disposal of solid waste and collection of recyclables in unincorporated areas of Buncombe County to include two additional two (2) year extensions at the option of County.

Whereas, the parties recognize that certain terms and conditions of the Contract should be modified in order to avoid confusion and to memorialize aspects of services to be provided under the new franchise; and

Whereas, County and Contractor desire to enter into this Modification.

Now Therefore, County and Contractor, for valuable consideration each to the other in hand paid, the receipt and sufficiency of which is hereby acknowledged, and their mutual covenants and agreements contained in this Modification to Franchise Service Contract do hereby acknowledge and agree as follows:

A. That Section 6.1.4. Premium Service, of said Contract is amended to read as follows:

6.1.4. Premium Service: Premium service is an upgrade service option for Subscribers desiring such level of service. If a Subscriber selects Premium Service, the Contractor will provide back-door pickup and/or pick-up down a long, remote private driveway. In these instances, the Subscriber will be assessed an additional monthly fee as proposed in the cost proposal section of the RFP. In situations where the location of service for a customer or customers may prevent the use of Contractor's standard dual axle trucks in the normal course of providing service thereby necessitating an upgrade in service then the Contractor shall notify the County's Solid Waste Director, or his designee. Where such situations become evident the Contractor and County shall cooperate in conducting a site assessment and reach an agreement as to the required level of services.

B. That Sections 6.1.6 (a) and 6.1.6 (b) are added to the Contract and which Sections read as follows:

6.1.6 (a) Subscribers may purchase a bear-proof Rollout Cart from Waste Pro for \$300; OR

6.1.6 (b) (i) Subscribers may lease a bear-proof Rollout Cart from Waste Pro for \$9.50/month, in addition to Service Option cost; or

(ii) Current subscribers of a Waste Pro residential service account on or before December 30, 2019 and who already own a certified bear-proof Rollout Cart may trade-in their current Rollout Cart and lease a bear-proof Rollout Cart from Waste Pro through the Waste Pro Trade-in program available for certain bear-resistant carts; Qualifying subscribers who take advantage of this program may lease a bear-proof Rollout Cart from Waste Pro for \$5.75/month for a term of 5 years, in addition to the Service Option cost. Thereafter, the lease rate will match that of all other subscribers. Current subscribers must request a qualifying trade-in from Waste Pro before December 31, 2019.

C. That Section 6.1.4. Rebates, of said Contract is amended to read as follows:

10.2. Rebates: The residential tonnage collected through this Franchise by Contractor may be submitted by Contractor for rebates in accordance with the Buncombe County Commercial Hauler Rebate Program. In exchange for participation in the rebate program for residential tonnage, Waste Pro will provide up to 700 subscribers with free Premium Service through the County's Elderly/Low-income Discount Program. Rebates for residential tonnage will remain at the current rate of \$4.00 per ton during the initial term and may be renewed for any renewal terms of this Franchise Service Contract.

The Contractor remains eligible for any available rebates on its separately collected commercial tonnage.

That each and every other of the terms and conditions of the said Lease Agreement dated June 4, 2019 remain in full force and effect except as modified herein.

Counterparts: The individual signatories below have the expressed and implied authority on behalf of their respective Boards to execute this Agreement. The Parties may execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original. Such execution may be by facsimile or PDF attachment to an email.

[Signature Pages Follow]

SIGNATURE PAGE 1 OF 2 TO FRANCHISE SERVICE CONTRACT BETWEEN
WASTE PRO OF NORTH CAROLINA, INC. AND BUNCOMBE COUNTY

In Witness Whereof, the parties have caused this Franchise Service Contract to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

Waste Pro of North Carolina, Inc.

By: _____
Ralph Gingles,
Divisional Vice President

Attest:

Printed name: _____

Title: _____

SIGNATURE PAGE 2 OF 2 TO FRANCHISE SERVICE CONTRACT BETWEEN
WASTE PRO OF NORTH CAROLINA, INC. AND BUNCOMBE COUNTY

In Witness Whereof, the parties have caused this Franchise Service Contract to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

Buncombe County

By: _____
Brownie Newman, Chair
Buncombe County Board of Commissioners

Attest:

Lamar Joyner, Clerk to the Board

This instrument as been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Don Warn, Finance Director