

STATE OF NORTH CAROLINA  
COUNTY OF MACON

**EXTENSION AND MODIFICATION OF  
AGREEMENT TO COLLECT AND HAUL SOLID WASTE FROM COUNTY  
CONVENIENCE CENTER SITES AND HIGHLANDS TRANSFER STATION AND  
TO MAINTAIN COUNTY CONVENIENCE CENTER SITES**

THIS EXTENSION AND MODIFICATION AGREEMENT TO COLLECT AND HAUL SOLID WASTE is effective the 1<sup>st</sup> day of July, 2022, by and between Macon County, a North Carolina County body politic, hereinafter referred to as "County," and J & B Disposal, Inc., a North Carolina Business Corporation, hereinafter referred to as "J & B;"

WITNESSETH:

THAT WHEREAS, Macon County has a method of collecting solid waste in the County which includes maintaining several collection sites known as "convenience centers" located in various parts of Macon County, which sites are located on or will be located on lands owned by and/or leased by Macon County and which are or will be fenced and provided with roll-off type containers; and the "Highlands Transfer Station" and

WHEREAS J & B is in the business of pick up and disposal of solid waste in Macon County and has shown Macon County that it has the ability, including both personnel and equipment, to remove the solid waste from such convenience centers and the Highlands Transfer Station and deliver the same to the Macon County Landfill.

NOW THEREFORE, for and in consideration of the premises and the further sum of One Dollar this day paid to each party to the other, the respective receipts of which are hereby acknowledged, the parties hereto agree as follows:

1. J & B Disposal, Inc. shall:
  - A. Collect regularly. on an as needed basis, all solid (non-hazardous) waste from all County convenience centers collection sites which are, or will be constructed in various parts of Macon County;
  - B. Maintain all such convenience center sites, cleaning the same at each pickup so as to remove all debris, of the type which is acceptable for deposit in the containers within the fenced in portion of the said convenience center sites. J & B shall not be responsible for picking up items which are not acceptable to for deposit in containers, such as white goods, construction materials and items of similar nature;
  - C. Observe the use of all convenience center sites and assist County in prosecuting those individuals using the same contrary to County Ordinances, from time to time in effect;

- D. Transport all solid waste collected at such convenience centers to the Macon County Landfill and dispose of the same in accordance with the regulations from time to time in effect concerning utilization of the same. Provided however, J & B shall not be obligated to sort the debris deposited in the containers which they pick up at such convenience centers and which it delivers to the Macon County Landfill;
- E. Collect regularly, on an as needed basis, all solid (non-hazardous) waste from the Highlands Transfer Station and provide the requisite tractor-trailer type trucks needed to haul the trailers (owned by Macon County and which are provided by Macon County) in which such solid waste is placed.
- F. Transport all solid waste collected at the Highlands Transfer Station to the Macon County Landfill and dispose of the same in accordance with the regulations from time to time in effect concerning utilization of the same. Provided however, J & B shall not be obligated to sort the debris deposited in the containers which they pick up at such transfer station and which it delivers to the Macon County Landfill.
- G. Provide all labor, equipment, and materials necessary to accomplish the purposes defined in this Agreement, acting as an independent contractor, who shall be responsible for all required workman's compensation insurance, withholding for tax and social security and all other governmental requirements in connection with its employees.
- H. Carry adequate liability insurance, with minimum limits of \$1,000,000.00 each occurrence and \$2,000,000.00 general aggregate for General Liability Insurance, and \$1,000,000.00 combined single limit for Automobile Liability Insurance, to protect against loss or damage by reason of negligent operation of its vehicles, or negligent actions by its agents or employees, which said insurance shall be issued so as to name Macon County as an additional insured. J & B shall also provide Workers Compensation Insurance as required by law. J & B shall provide proof of such insurance to County by at the time of the execution of this agreement and July 1 of each year in which this Agreement is effective. J & B shall also hold Macon County harmless from any loss arising out of loss, destruction, or destruction of property, or on account of injury or death to persons to the extent caused by the negligence or willful misconduct of J & B Disposal, Inc.; and
- I. Utilize the roll-off type containers to be provided by the County and maintain the same in good condition and repair all damage done to the same while they are in its possession. County will be responsible for all damage to the containers done at said convenience centers by parties other than J & B. The Parties hereto will equally share the expense of providing reasonable maintenance and repair to the same due to ordinary wear and tear, including the painting of the containers.

2. Macon County shall:

- A. Subject to the provisions set forth in Paragraph 3.A. below, pay to J & B Disposal, Inc., the sum of:
  - i. \$90.00 for each roll-off type trash container removed from local convenience centers and delivered to and dumped at the Macon County Landfill.
  - ii. \$100.00 for each roll-off type trash container removed from remote convenience centers and delivered to and dumped in the Macon County Landfill.

Provided, however, only containers which are full to the top of the side boards when removed from said convenience centers, or which Macon County has specifically requested to be removed that are less than full, shall qualify for payment.

- B. Subject to the provisions set forth in Paragraph 3.A. below, Pay unto J & B Disposal, Inc. for at least a minimum of 32 tractor-trailer loads of solid waste being Removed from the Highlands Transfer Station and delivered to and dumped at the Macon County Landfill each month during the term of this Agreement which minimum monthly payment sum shall be \$7,200.00 per month. Only tractor trailer loads which are full to the top of the trailer side boards when removed from the Highlands Transfer Station, or which Macon County has specifically requested to be removed that are less than full, shall qualify for such payment. Such \$7,200 amount is based upon the fee of \$225.00 per pull, at 8 pulls per week (32 pulls per month).
- C. Subject to the provisions set forth in Paragraph 3.A. below, pay to J & B Disposal, Inc. the additional sum of \$225.00 for each tractor trailer load of solid waste being removed from the Highlands Transfer Station and delivered to and dumped at the Macon County Land Fill, over the 32 pulls per month identified in Paragraph 2.B. above which are removed from said Highlands Transfer Station and delivered to and dumped at the Macon County Landfill. Only tractor trailer loads which are full to the top of the trailer side boards when removed from said Highlands Transfer Station or such trailer loads which are less than full and which County has specifically requested to be removed shall qualify for such payment.
- D. Provide sufficient “roll-off” type canisters or containers so that there will be two containers located at each of said convenience centers and two extra containers to facilitate the solid waste removal process at all convenience centers;
- E. Provide a sufficient number of trailers at the Highlands Transfer Station to facilitate the solid waste removal process to be hauled by tractor type trucks to be provided by J & B;

- F. Provide a landfill site to receive all solid waste to be disposed of by J & B under the provisions hereof, without requiring the payment of any tipping or other fee for the right of disposing of said solid waste; and
- G. Place into service such convenience centers and transfer stations to accomplish solid waste collection.

3. Other Provisions:

- A. Notwithstanding the foregoing, and commencing on July 1, 2022, Macon County will pay J & B Disposal, Inc., for all of the services to be provided hereunder at least the minimum monthly payment, in the amount of \$35,000.00.
- B. J & B Disposal, Inc., will keep accurate records, verified by receipts from the operator of the Macon County Landfill, of all such containers and trailers dumped and for which payment is due hereunder, including the date and time of each disposal. A statement showing all services provided for which payment is sought will be presented to County at the beginning of each month for services provided during the prior month, and payment therefor will be made within (10) days;
- C. This Agreement shall become effective July 1, 2022, and shall continue in effect until November 9, 2030. The rights and responsibilities contained herein are exclusive to J & B Disposal, Inc. and Macon County shall not, during the term of this Agreement, enter into other agreements for the removal of solid waste in said roll-off type containers from said convenience centers to the Macon County Landfill;
- D. J & B Disposal, Inc. shall be provided with keys allowing its employees access to the convenience center sites;
- E. This document contains the entire agreement between the parties, all prior negotiations being merged herein, and no amendment or change here from shall be enforceable except as contained in a written document executed by each of the parties hereto;
- F. That this Agreement is not assignable in whole or in part unless County has first consented to the same in writing, which consent may be withheld for any reason deemed sufficient by the County, in its sole discretion;
- G. That as a material part of this Agreement, and as a condition hereof, it is further required that Bonita Hamstra, individually, personally guarantee and endorse the performance by J & B Disposal, Inc. of all requirements imposed pursuant to this Agreement, in the form attached hereto as Exhibit A, the same being incorporated herein by reference as if more fully set forth herein;

- H. In the event of a change in ownership of J & B Disposal, Inc. involving a sale or transfer of more than fifty percent (50%) of the common stock of J & B Disposal, Inc. to shareholders other than current J & B Disposal, Inc., shareholder(s), or in the event of a merger of J & B Disposal, Inc. with any other company or entity, where J & B Disposal, Inc. is not the surviving entity, J & B Disposal, Inc. must notify the County in writing as far in advance as is practical of such sale, transfer, or merger. The written consent of the County to such sale, transfer, or merger. The written consent of the County to such sale, transfer, or merger shall be required and if not given, the County shall have the option to terminate this Agreement. Such consent shall not be unreasonably withheld. In the event of a change in ownership the new owners shall be bound by the terms of this Agreement. If the County does not approve the change in ownership and elects to terminate this Agreement, J & B Disposal, Inc., and the new ownership shall be obligated to abide by the terms of this Agreement for a period of up to twelve months at the discretion of the County;
- I. That this Agreement shall replace and be in lieu of any other presently existing Agreements on the subject matter contained herein, and all such other presently existing Agreements regarding the subject matter contained herein are hereby terminated, cancelled, and abolished, effective July 1, 2022.

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement in duplicate originals, the day and year first above written.

Macon County

By: \_\_\_\_\_  
James Tate, Chairman of the Macon  
County of County Commissioners

ATTEST: \_\_\_\_\_  
Clerk to the Macon County Board  
Of County Commissioners

(COUNTY SEAL)

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement in duplicate originals, the day and year first above written.

J & B Disposal Inc.

By: \_\_\_\_\_  
Bonita Hamstra, President

ATTEST: \_\_\_\_\_  
Secretary of J & B Disposal, Inc.

(CORPORATE SEAL)

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

This the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Macon County Finance Officer

## EXHIBIT A

NORTH CAROLINA  
MACON COUNTY

### UNCONDITIONAL GUARANTY OF PERFORMANCE

The undersigned, Bonita Hamstra, unconditionally guarantees the performance of and the payment of any and all losses, damages, costs, including attorney's fees, arising from or in anywise related to J & B Disposal, Inc.'s failure to comply with the terms and conditions of the Exclusive Franchise Agreement for the Collection and Disposal of Solid Waste Outside of the Incorporated Cities and Towns within Macon County, North Carolina, a copy of which is attached hereto and incorporated herein;

With respect thereto, the undersigned does hereby unconditionally guarantee the performance and payment of any and all of said losses or costs, including attorney fees, which may from time to time be owing, due or payable pursuant to said Exclusive Franchise Agreement for the Collection and Disposal of Solid Waste Outside of the Incorporated Cities and Towns within Macon County, North Carolina, together with all interest, penalties, attorney fees, premiums or costs assessed in connection therewith, in the event of default in performance by J & B Disposal, Inc.

The undersign waives notice of acceptance of this guaranty, acknowledges herself as fully bound by all provisions of said Agreement and expressly agrees to pay all amounts owing thereunder by reason of default therein, upon demand, without requiring any action or proceeding against J & B Disposal, Inc. or any foreclosure or action against any collateral, if any, secured by said Agreement.

The undersign further authorizes the said J & B Disposal, Inc. without notice to guarantor, to obtain an extension or any extensions in whole or in part, and waive protest, demand, and notice of protest; and the undersigned does further hereby consent that any collateral to said Agreement, if any, in whatever form, may be exchanged or surrendered, either wholly or in part, free or under any agreement from time to time, all without notice to or further assent from the undersigned who will remain fully bound upon this guaranty notwithstanding any such changes, surrender or extensions.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal, this agreement being executed and delivered on the date upon which I have set my hand and seal, the Guarantor adopting as her seal, the word "seal" appearing beside her signature, for the purpose of entering into and delivering this instrument under seal.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guarantor: Bonita Y. Hamstra  
Address: 131 Franklin Plaza PMB 101  
Franklin, NC 28734

Witness