

BOARD OF COMMISSIONERS OF CANDLER COUNTY, GEORGIA
AGENDA
REGULAR MEETING
5:00 P.M.
January 5, 2026

1. Call to Order
2. Invocation and *Pledge of Allegiance* –
3. Approval of Agenda
4. Consideration of a motion to deny the transfer of the Candler County landfill site (MSWL 021-006D) to the Candler County Solid Waste Management Authority
5. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*
 - a. Rodney McClain
 - b. Terri Bland
 - c. Grady Franklin
 - d. Alexis Rigdon
 - e. Houston Holloway
6. Executive Session – Personnel
7. Local Act Appointments
 - a. Vice-Chairman
 - b. County Administrator
 - c. County Attorney
 - d. County Clerk
 - e. EMS Director
 - f. Road Superintendent
8. Department Reports
 - a. Recreation – Logan McCullough, Recreation Director
 - b. Metter Fire Department – Jason Douglas, Fire Chief
 - c. Metter Animal Shelter - McKinley Lewis, Police Chief
 - d. EMS – Xavier Winkler, Director
 - e. Roads & Bridges – Jerry Lanier, Roads Superintendent
 - f. Solid Waste – Robert Hendrix, Landfill Supervisor
 - g. EMA – Justin Wells, Director
 - h. Assessor's Office – Report Only
 - i. Sheriff's Office – Report Only
9. Approval of Minutes –
 - a. December 1, 2025 1st Regular Monthly Meeting
 - b. December 15, 2025 2nd Regular Monthly Meeting

BOARD OF COMMISSIONERS OF CANDLER COUNTY, GEORGIA
AGENDA
REGULAR MEETING
5:00 P.M.
January 5, 2026

10. Application for Commission approval

- a. Darlene Redmon – Request for refund of fees on non-residential parcel (Provide documentation of paperwork filled out before deadline)

11. Old Business

- a. Consideration of proposed engineering plans for the diversion of stormwater and restoration of Oak Tree Rd as presented by EMC engineering, and discussion of options
- b. Discussion regarding a proposal from CAT/Yancey for a lease/purchase of motor graders for 36 months/4500 hour PM agreement, and discussion of options regarding the equipment

12. New Business

- a. Review and consideration of the 2025 pavement evaluation conducted by EMC Engineering
- b. Consideration and selection of a roads project to be submitted for the 2026 Local Maintenance and Improvement Grant (LMIG) which has available funding of \$567,976.86 and requiring a minimum 10% match (335: TIA)
- c. Consideration of the 2026 proposal from Hodges, Harbin, Newberry & Tribble, Inc. for engineering services related to the existing Candler County landfill site(s) at a proposed cost of \$23,000 to be paid from general operating funds (100)
- d. Consideration of an amendment to the Candler County Alcoholic Beverage Ordinance, Chapter 6, Alcoholic Beverages, as amended effective June 15th, 2020, to amend Section 2.A(1) and Section 2.B(1) to reduce the application period from sixty (60) days prior to the event to thirty (30) days prior to the event'
- e. Consideration of an amendment to the Metter-Candler Recreation Department Advisory Board by-laws, Article IV, Section 4, to change the number of consecutive absences permitted to two (2) and, the number of total absences in a calendar year to three (3), in order to constitute a vacancy, and, to amend Article IV, Section 5, to include language that appearances via video or conference call shall not be counted toward establishing a quorum, and shall constitute an absence under Article IV, Section 4

13. Report from County Administrator

14. Report from Attorney

15. Report from Chairman

16. Reports from Commissioners

17. Executive Session

18. Adjournment

BOARD OF COMMISSIONERS OF CANDLER COUNTY, GEORGIA
AGENDA
REGULAR MEETING
5:00 P.M.
January 6, 2026

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, January 5, 2026, at 5:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Chairman Brad Jones presided with Vice-Chairman Blake Hendrix, Commissioners David Morales, Jonathan Williamson and Tre' Ross in attendance. Also attending were County Administrator, Bryan Aasheim; Deputy County Clerk, Crystal Turner; County Attorney, Kendall Gross and Assistant Attorney, Cindy Ballew.

The following guests were present at the meeting: Candler County Public Works Superintendent, Jerry Lanier; Candler County Landfill Manager, Robert Hendrix; City of Metter Fire Department, Chief Jason Douglas; Candler County Director, Xavier Winkler; Metter-Candler County Recreation Department Director, Coach Logan McCullough; Candler County EMS Director, Xavier Winkler; Candler County Sheriff, John Miles and Captain Justin Wells; Candler County Ag Extension Office, Susannah Lanier accompanied, 4H Senior Board Member, Hunter Cason; EMC Engineering Services, Daniel Chicola;

Grady Franklin, Randy Cannady, James McNeely, Fronnie Barlow, Jackie Wallace, William Fawley, Jasper Stone, Carolyn Sanders, Chris Kish, Carolyn Stewart, Jeff and Emma Regzar, Mark and Terri Bland, the Carter Family, Krystal Ponder, John Barnard, Cheryl and Dennis Allen, Jo Trapnell, Jana Sasser, Polly Porter, Joe Deloach, Jillian Magtoto, David Moore, Matt Massey, Angie Franklin, Matt and Lexie Ridgon, Rooks Bird, Bill Bird, Carson and Kayla McLamb, Anne H. Childs, Stanley, Lanier, Danny Durden, Tammy Durden, Lydia Kohout, Sandy Brantley, Wallie Waters, Jr., Donald Marsh, Chris Garner, Keith and Julie Cartee, Sylvia Cartee, Eleen Durden, Denton R. Parker III, Ralph Clifton, Tim Spencer, Ralph Brown, Ben Franklin, Dani Chicola, James and Cindy Lee, Reed Bird, West Jon, Bri Murdock, Damon Mullis, Rodney McLean, Ed and Elaine Boyd, Julie Hall, Jeffery Hilderbrandt, Clara Sullivan, Gail Charles, Will Sullivan, Gail Carter, Michelle Millsaps, Lillie Millsaps, Terry R. Donaldson, Penny Lott, Dixie Odom, Sandra Giles, Faye K. Smith, Reton E. Smith, Wes Clifton, Andy Durden, Chyndra Brown, Kaya Wildes, Wanda Mixon, Preston Moore and Luke Montgomery.

The Metter Advertiser was notified of the meeting, Taylor Crosby attended.

1. Call to Order

Chairman Jones called the meeting to order at 5:00 p.m.

2. Invocation and Pledge of Allegiance

Chairman Jones called on Candler County 4H Senior Board Member, Hunter Cason to deliver the invocation and lead the *Pledge of Allegiance*.

3. Approval of Agenda

Administrator Aasheim requested the agenda be considered for approval as presented.

Vice-Chairman Hendrix made a motion to approve the agenda as presented. Commissioner Ross provided a second. The motion carried 5-0.

4. Consideration of a motion to deny the transfer of the Candler County landfill site (MSWL 021-006D) to the Candler County Solid Waste Management Authority

Chairman Jones made a motion to deny the transfer of the Candler County landfill site (MSWL 021-006D) to the Candler County Solid Waste Management Authority. Commissioner Morales provided a second.

During discussion, Vice-Chairman Hendrix expressed concern regarding malicious and false comments circulating on social media and defended County Administrator Bryan Aasheim's character, noting that the formal process for any landfill expansion had not yet begun.

Commissioner Williamson stated that while he respects public opinion, decisions must be based on factual information and follow an established, professional process.

Commissioner Ross stated that Atlantic Waste initially approached the County and that the Board has been transparent throughout the discussion, emphasizing the importance of hearing public feedback while representing the entire county.

Commissioner Morales encouraged citizens to "trust but verify," noting the Board acts in the best interest of the community.

Chairman Jones discussed both the potential revenue benefits and drawbacks of a landfill expansion, including increased truck traffic and the size of the proposed facility, and encouraged public participation in future budget workshops and public hearings.

Vice-Chairman Hendrix further noted that current industrial projects within the City of Metter are operating under tax abatement programs and are not yet generating county tax revenue.

Following discussion, the motion carried by a vote of 3-2, with Chairman Jones, Commissioner Ross, and Commissioner Morales voting in favor, and Vice-Chairman Hendrix and Commissioner Williamson voting opposed.

Vice-Chairman Hendrix and Commissioner Williamson stated their votes were based on respect for the established process and the belief that a scheduled public hearing should have been held prior to final action.

5. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*

a. Rodney McClain – Union Road

Mr. McClain expressed concern that a potential landfill expansion could negatively impact the value of his farm and encouraged the Board to consider alternative revenue options before pursuing a regional landfill facility.

b. Terri Bland – 4732 Sonny Slope Road

Mrs. Bland cited concerns regarding potential health risks associated with landfills, including methane, ammonia, and carcinogens, and referenced consumer ratings of Atlantic Waste. She also read an article addressing health risks associated with landfills.

c. Grady Franklin – 227 S. Rountree Street

Mr. Franklin thanked the Board for their service and expressed opposition to the proposed landfill expansion, cautioning against prioritizing financial gain over the county's long-term interests. He also read a letter from landowner Jones Hooks, previously published in the Metter Advertiser, opposing the expansion.

d. Alexis Rigdon – 430 S. Williams Street

Mrs. Rigdon shared personal experiences living near landfills in other counties and expressed concerns regarding potential groundwater contamination and infrastructure impacts resulting from heavy truck traffic.

e. Houston Holloway – 17540 Union Road

Mr. Holloway was not present at this meeting.

Chairman Jones stated that, following the Board's action to deny the transfer of land to the Candler County Solid Waste Management Authority, the landfill expansion issue is concluded. He further explained that the Board would enter Executive Session solely for the purpose of discussing personnel matters related to annual local appointments, including Vice-Chairman, County Administrator, County Attorney, County Clerk, EMS Director, and Roads Superintendent, and that no other matters would be discussed.

6. Executive Session – Personnel

Chairman Jones moved to exit into Executive Session to discuss personnel at 5:56 p.m. Commissioner Ross provided a second to the motion. The motion carried 5-0.

Vice-Chairman Hendrix moved to exit Executive Session and reconvene the regular meeting at 6:07 p.m. Commissioner Ross provided a second to the motion. The motion carried 5-0.

Chairman Jones moved to authorize the signing of the *Closed Meeting Affidavit* certifying that executive session was for personnel. Commissioner Ross provided the second to the motion. The motion carried 5-0.

7. Local Act Appointments

Vice-Chairman

Chairman Jones made a motion to reappoint Blake Hendrix as the Vice-Chairman of the Candler County Board of Commissioners. Commissioner Morales provided a second. The motion carried 4-0, with Vice-Chairman Hendrix abstaining.

County Administrator

Chairman Jones made a motion to re-appoint Bryan Aasheim as the Candler County Administrator. Commissioner Morales provided a second. The motion carried 5-0.

County Attorney

Vice-Chairman Hendrix made a motion to reappoint J. Kendall Gross as the Candler County Attorney. Commissioner Ross provided a second. The motion carried 5-0.

County Clerk

Chairman Jones made a motion to reappoint Kellie Lank as the Candler County Clerk. Vice-Chairman Hendrix provided a second. The motion carried 5-0.

EMS Director

Chairman Jones made a motion to reappoint Xavier Winkler as the Candler County EMS Director. Commissioner Ross provided a second. The motion carried 5-0.

Roads Superintendent

Chairman Jones made a motion to reappoint Jerry Lanier as the Candler County Roads Superintendent. Vice-Chairman Hendrix provided a second. The motion carried 5-0.

8. Department Reports**a. Recreation – Logan McCullough, Recreation Dept. Director**

Director McCullough reported that Candler County's first basketball season in many years has begun with 54 participants. He also stated that baseball registration will begin in approximately two weeks. He mentioned that he had been meeting with contractors interested in bidding for certain repairs-related to the Recreation Department RFP. Chairman Jones noted that he, Director McCullough and County Administrator Aasheim recently met with Georgia Power regarding recreation-related matters, and that an update would be provided at the next meeting.

b. Metter Fire Department – Jason Douglas, Metter Fire Chief

Chief Douglas reported that the department is currently down one firetruck, which is undergoing a motor installation. He noted that ten applicants are being interviewed to fill two open positions with local residents. Chief Douglas also presented the department's December 2025 response report. (Exhibit A)

c. Metter Animal Shelter - McKinley Lewis, Police Chief

Chief McKinley Lewis reported that a record 595 animals were relocated in 2025, the highest number since 2016, with a significant reduction in average stay at the shelter—15 days for dogs and 12 days for cats. Administrator Aasheim thanked Chief Lewis and the Animal Control officers for their work and dedication. No reports were provided for this meeting.

d. EMS – Xavier Winkler, EMS Director

Director Winkler presented the December 2025 trip report, noting 204 calls for the month and a yearly total of 2,440, averaging approximately seven calls per day. He reported that one ambulance is currently in the shop for service, and the other will be rotated when the first is returned. The Quick Response Vehicle (QRV) will be receiving decals. Director Winkler also noted that he has received several inquiries from potential applicants who plan to submit applications. (Exhibit B)

e. Roads & Bridges – Jerry Lanier, Public Works Superintendent

Superintendent Lanier reported ongoing ditching and paper pickup activities. He stated that the new motor grader operator began work today and has performed well. Prison detail crews have begun picking up litter, and ditching on dirt roads continues. Superintendent Lanier noted that the department is operating effectively.

f. Solid Waste – Robert Hendrix, Landfill Manager

Manager Hendrix reported that grassing at the landfill is progressing and that the convenience center remains open, accepting trash in the containers Monday through Friday from 7:30 a.m. to 4:00 p.m. and on Saturday from 7:30 a.m. to 11:30 a.m. He noted that a few additional areas require work, which will involve placing more dirt.

- g. **EMA _ Justin Wells, Director** – Not present at this meeting.
- h. **Tax Assessor's Office** – Monthly Permits Report
- i. **Sheriff's Office** – Monthly Statistics Report

9. **Approval of Minutes – December 2025**

- a. **December 1, 2025 1st Regular Monthly Meeting**
- b. **December 15, 2025 2nd Regular Monthly Meeting**

Vice-Chairman Hendrix made a motion to table the December 2025 meeting minutes until the January 20, 2026 meeting. Commissioner Ross provided a second. The motion carried 5-0.

10. **Application for Commission approval, permit, or variance –**

- a. **Darlene Redmon – Request for refund of fees on non-residential parcel (Provide documentation of paperwork filled out before deadline)**

Administrator Aasheim requested that this item be removed from the agenda pending the applicant providing substantiating paperwork for a fee abatement. He noted that neither she provided this documentation nor did the Tax Assessor's Office has a record of the request for an abatement from Ms. Redmon.

Vice-Chairman Hendrix made a motion to remove the item from the agenda, which was seconded by Commissioner Morales. The motion carried unanimously, 5-0.

11. **Old Business**

- a. **Consideration of proposed engineering plans for the diversion of stormwater and restoration of Oak Tree Rd as presented by EMC engineering, and discussion of options**

Administrator Aasheim requested that this item be tabled until the January 20, 2026, meeting. Commissioner Williamson made a motion to table the item, which was seconded by Commissioner Ross. The motion carried unanimously, 5-0.

- b. **Discussion regarding a proposal from CAT/Yancey for a lease/purchase of motor graders for 36 months/4500 hour PM agreement, and discussion of options regarding the equipment**

Administrator Aasheim requested that this item be tabled until the January 20, 2026, meeting. Commissioner Williamson made a motion to table the item, which was seconded by Commissioner Ross. The motion carried unanimously, 5-0.

12. **New Business**

- a. **Review and consideration of the 2025 pavement evaluation conducted by EMC Engineering (Exhibit C)**

Mr. Dan Chicola of EMC Engineering presented the 2025 Pavement Evaluation report (Exhibit C), recommending prioritization of Rosemary Church Road and St. Matthews Church Road. Mr. Chicola identified Rosemary Church Road as the highest safety concern and most heavily traveled, with St. Matthews Church Road ranked second due to poor condition. He was asked to provide an alternative for patching on Canoochee Road if a supplement LRA LMIG Grant is received. Attorney Gross inquired which road is considered the most hazardous, and Mr. Chicola confirmed it is Rosemary Church Road. Administrator Aasheim recommended resurfacing the remainder of Rosemary Church Road and Canoochee Road, and if we get an LRA then we would do St. Matthews Church Road.

- b. Consideration and selection of a roads project to be submitted for the 2026 Local Maintenance and Improvement Grant (LMIG) which has available funding of \$567,976.86 and requiring a minimum 10% match (335: TIA)**

Chairman Jones made a motion to pave 1.45 miles of Rosemary Church Road and 3.3 miles of St. Matthews Church Road, with an add-alternate for deep patching on Canoochee Road. Commissioner Ross seconded the motion, which carried unanimously, 5-0.

- c. Consideration of the 2026 proposal from Hodges, Harbin, Newberry & Tribble, Inc. for engineering services related to the existing Candler County landfill site(s) at a proposed cost of \$23,000 to be paid from general operating funds (100)**

Administrator Aasheim presented a proposal from Hodges, Harbin, Newberry & Trimble for engineering services related to the existing Candler County landfill sites. The proposed fee for 2026 services is \$23,000, to be paid from the General Operating Fund.

Chairman Jones made a motion to approve the proposal, which was seconded by Commissioner Morales. The motion carried unanimously, 5-0. (Exhibit D)

- d. Consideration of an amendment to the Candler County Alcoholic Beverage Ordinance, Chapter 6, Alcoholic Beverages, as amended effective June 15th, 2020, to amend Section 2.A(1) and Section 2.B(1) to reduce the application period from sixty (60) days prior to the event to thirty (30) days prior to the event'**

Chairman Jones made a motion to table this item until the January 20, 2026 meeting, which was seconded by Commissioner Ross. The motion carried unanimously, 5-0.

- e. Consideration of an amendment to the Metter-Candler Recreation Department Advisory Board by-laws, Article IV, Section 4, to change the number of consecutive absences permitted to two (2) and, the number of total absences in a calendar year to three (3), in order to constitute a vacancy, and, to amend Article IV, Section 5, to include language that appearances via video or conference call shall not be counted toward establishing a quorum, and shall constitute an absence under Article IV, Section 4**

Chairman Jones made a motion to table this item until the January 20, 2026 meeting, which was seconded by Commissioner Ross. The motion carried unanimously, 5-0.

13. Report from County Administrator

Administrator Aasheim thanked the Board for reappointing him and for their support and defense. He also expressed appreciation to the citizens who attended the meeting and spoke directly to the Board. Reflecting on his seven years as County Administrator, he noted the dedication and effort of past and present commissioners in serving the community, as well as the support and legal guidance provided by the County Attorneys. He emphasized that, in his experience, all commissioners have acted with care and consideration for their constituents. While he did not intend to admonish anyone, he stated that the manner in which opinions are expressed reflects the character of the speaker, rather than the individuals being addressed.

He closed with requesting executive session to discuss personnel.

14. Report from Attorney

Attorney Gross thanked the Board for reappointing him to continue serving as County Attorney.

15. Reports from Commissioners

Commissioner David Morales (District 1) Commissioner Morales stated it was a good night.

Commissioner Jonathan Williamson (District 2) Commissioner Williamson thanked citizens for attending the meeting, voicing their opinions, and participating in the process. He concluded by sharing a verse that resonated with him, Leviticus 19:15: "Do not pervert justice. Do not show partiality to the poor or favoritism to the great, but judge your neighbor fairly."

Commissioner Tre' Ross (District 3) Commissioner Ross reported the jump truck should be delivered on Wednesday.

Vice-Chairman Blake Hendrix (District 4) Vice-Chairman Hendrix thanked the constituents for attending the meeting. He acknowledged that he became passionate during discussion but emphasized that he takes his role as Commissioner, and his responsibilities to Candler County, very seriously, as do his fellow Board members.

16. Report from Chairman

Chairman Jones stated that this elected Board is a strong group to serve with, and that all decisions are made collectively by the five elected members of the County. He acknowledged that while members do not always agree and may hold different opinions, the Board ultimately makes decisions based on what is best for the constituents they represent. He noted that the work is often challenging, and highlighted that, unlike many other counties, Candler County's commissioners collaborate and communicate effectively at ACCG training conferences. Chairman Jones also praised the cooperative relationship between the Board and the constitutional officers.

17. Executive Session

Chairman Jones moved to exit into Executive Session to discuss personnel at 7:16 p.m. Commissioner Morales provided a second to the motion. The motion carried 5-0.

Chairman Jones moved to exit Executive Session and reconvene the regular meeting at 7:31 p.m. Commissioner Morales provided a second to the motion. The motion carried 5-0.

Chairman Jones moved to authorize the signing of the *Closed Meeting Affidavit* certifying that executive session was for personnel. Vice-Chairman Hendrix provided the second to the motion. The motion carried 5-0.

Actions Following Executive Session

-Personnel


Chairman Jones made a motion to hire the following people at Candler County EMS: Tyler Bisseck, as a part-time an EMT. Vice-Chairman Hendrix provided a second. The motion carried 5-0.

18. Adjournment

Commissioner Morales moved to adjourn the meeting at 7:33 p.m. Commissioner Ross provided the second to the motion. The motion carried 5-0.



Crystal R. Turner, Deputy Clerk
Attest



Chairman, Brad Jones

BOARD OF COMMISSIONERS OF CANDLER COUNTY

Brad Jones
Chairman

Blake Hendrix
Vice-Chairman

Bryan Aasheim
County Administrator

David Morales
Commissioner

Jonathan Williamson
Commissioner

Tre' Ross
Commissioner

CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA
COUNTY OF CANDLER

AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Brad Jones, Chairman of the Board of Commissioners of Candler County, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

1. The Board of Commissioners of Candler County met in a duly advertised meeting on January 5, 2026.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5:56 p.m.
- 4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

- Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);
- Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);
- Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);
- Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);
- Other

This 5th day of January 2026.

Sworn to and subscribed before me
This 5th day of January 2025.

Maranda K. Lank
Notary Public



[Signature]
Brad Jones, Chairman
Board of Commissioners of Candler County

BOARD OF COMMISSIONERS OF CANDLER COUNTY

Brad Jones
Chairman

Blake Hendrix
Vice-Chairman

Bryan Aasheim
County Administrator

David Morales
Commissioner

Jonathan Williamson
Commissioner

Tre' Ross
Commissioner

CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA
COUNTY OF CANDLER

AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Brad Jones, Chairman of the Board of Commissioners of Candler County, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

1.
The Board of Commissioners of Candler County met in a duly advertised meeting on January 5, 2026.

2.
During such meeting, the Board voted to go into closed session.

3.
The executive session was called to order at 7:16 p.m.

4.
The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

_____ Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);

_____ Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

_____ Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

_____ Other

This 5th day of January 2026.

Sworn to and subscribed before me
This 5th day of January 2025.

Maranda K Lank
Notary Public



Brad Jones

Brad Jones, Chairman
Board of Commissioners of Candler County

Exhibit A

Metter Fire Rescue Response ListDec-25Call Type and Jurisdiction

Dec-25

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	1	0	2	0	2	2	16	1	0	5	0	29
County	4	1	6	17	2	7	0	0	0	4	0	41
Total	5	1	8	17	4	9	16	1	0	9	0	

Total Calls	70
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Dec-24

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	0	1	1	0	4	11	0	2	5	2	26
County	2	1	1	3	0	6	0	0	1	12	1	27
Total	2	1	2	4	0	10	11	0	3	17	3	

Total Calls	53
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Exhibit B

December 2025 Candler Co EMS End of the Month Report

(911 Calls)

Scene to CCH	68
Scene to EGRMC	38
Scene to Memorial	2

Total Calls to Scene: (108)

(Transfer Calls)

CCH to MUMC	10
CCH to Fairview Park	1
CCH to St. Joseph's	2
CCH to WellStar MCG	6
CCH to EGRMC	20
CCH to Meadow's	2
CCH to Nursing home	7

Total Transfers from CCH: (48)

(911 Calls without transport)

Refusals of service and transport	28
Refusal of transport/lift assistance	11
Coroner Required/No transport	1
Cancelled (either enroute or on scene)	3
Fire Standby	4
EMS Not Needed	1

Total other 911 calls without transport (48)

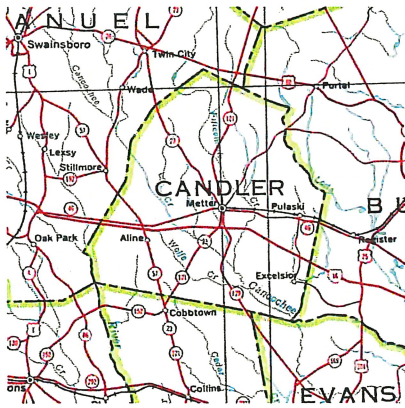
Total Calls for CCEMS Month of December 2025 (204)

CANDLER COUNTY EMS
MONTHLY TRIPS REPORT

	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep	25-Oct	25-Nov	25-Dec	TOTAL	BY
	% of Total	% of Total	% of Total	% of Total	% of Total	% of Total	% of Total	% of Total	% of Total	% of Total	% of Total	% of Total	% of Total	%
EMTS TRANSPORTS	74	62	72	67	82	62	73	59	64	70	76	68	635	63%
SCENE TO CCH	21	21	24	23	25	24	25	20	23	24	25	28	319	50%
SCENE TO EGRMC	3	3	1	3	2	4	4	5	5	3	3	0	35	5%
SCENE TO MEADOWS	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
SCENE TO EVANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
SCENE TO DOCTORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
SCENE TO JENKINS	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
SCENE TO MEMORIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
SCENE TO CANDLER/SAV	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
SCENE TO TATTALL	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
SCENE TO ST JOSEPH	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
SCENE TO AIR	2	2	2	1	2	2	2	1	0	0	0	0	11	1%
RES TO HOSPICE HOUSE	1	1	0	0	0	0	0	0	0	0	0	0	1	0%
MUTUAL AID	1	1	0	0	0	0	0	0	0	0	0	0	1	0%
TRANSPORT FLIGHT CREW	1	1	0	0	0	0	0	0	0	0	0	0	1	0%
TOTAL CALLS TO SCENE	102	90	100	100	120	95	105	87	91	112	111	108	1221	100%
TOTAL CALLS TO SCENE	102	90	100	100	120	95	105	87	91	112	111	108	1221	100%
CCH TO DODGE COUNTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
CCH TO MEMORIAL	13	10	11	7	8	9	13	8	7	16	8	10	120	10%
CCH TO CANDLER	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
CCH TO FAIR VIEW	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
CCH TO ST JOSEPH	1	0	0	0	0	0	0	0	0	0	0	0	1	0%
CCH TO WELLS STAR MCG	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
CCH TO PEDMONT AUGUSTA	3	6	0	0	0	0	0	0	0	0	0	0	9	0%
CCH TO DOCTORS	19	15	7	8	19	8	12	11	14	14	15	20	163	13%
CCH TO EGRMC	5	11	5	1	4	3	1	2	2	0	0	0	23	2%
CCH TO MEADOWS	1	2	0	0	0	0	0	0	0	0	0	0	3	0%
CCH TO PEDMONT MALCON	1	2	0	0	0	0	0	0	0	0	0	0	3	0%
CCH TO EVANS MEMORIAL	1	2	0	0	0	0	0	0	0	0	0	0	3	0%
CCH TO NURSING HOME	4	9	12	5	8	3	9	9	11	8	11	7	94	8%
CCH TO HOSPICE HOUSE	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
TOTAL TRANSFER CALLS	47	43	35	25	44	27	44	36	40	50	44	48	483	40%
TOTAL TRANSFER CALLS	47	43	35	25	44	27	44	36	40	50	44	48	483	40%
TOTAL TRANSPORTS	149	133	135	125	164	122	149	123	131	162	155	156	1704	140%
REFUSAL	33	24	38	48	48	40	35	33	28	36	29	28	420	29%
REFUSAL/LIFT	12	10	10	12	14	12	13	24	19	20	12	11	189	13%
CORONER CALL	1	1	2	3	1	2	5	7	3	1	4	1	26	2%
CANCELLED CALL	5	9	2	3	7	3	8	2	7	2	2	3	53	4%
NO PT CONTACT	1	0	0	0	0	0	0	0	0	0	0	0	1	0%
DOA/TURNED OVER TO HOSPICE	3	5	5	0	0	0	0	0	0	0	0	0	13	1%
FIRE STANDBY	8	2	2	3	3	4	2	3	1	2	5	1	37	3%
EMS NOT NEEDED	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
DOA AT NURSING HOME	0	1	0	0	0	0	0	0	0	0	0	0	1	0%
TOTAL OTHER CALLS	63	51	59	67	75	67	67	66	59	61	53	48	736	60%
TOTAL OTHER CALLS	63	51	59	67	75	67	67	66	59	61	53	48	736	60%
TOTAL MONTHLY EMS CALLS	212	184	194	192	239	189	216	189	190	223	208	204	2440	200%
TOTAL MONTHLY EMS CALLS	212	184	194	192	239	189	216	189	190	223	208	204	2440	200%

2025 CANDLER COUNTY PAVEMENT
EVALUATION EMC PROJECT NO.: 25-2005.01
PREPARED ON 01-02-2026

CANDLER COUNTY



EMC ENGINEERING SERVICES, INC.
1211 Merchant Way, Suite 201
Statesboro, GA 30458

Summary Report Findings

EMC Engineering has conducted a pavement evaluation survey in accordance with the Georgia Department of Transportation (GDOT) Pavement Condition Evaluation System (PACES) on the following 5 roads in Candler County.

ROAD NAME	BEGINNING	ENDING	LENGTH (Mi.)	ROAD WIDTH
Canoochee Rd.	GA SR 121	GA SR 129	2.9	21'
Dutch Ford Rd.	Bulloch Co. Line	GA SR 129	7.1	22'
Hadden Rd	SR 23	Hiawatha Rd	2.8	21
St Matthews Ch. Rd	HWY 46	Salem Ch. Rd.	3.3	20'
Rosemary Ch. Rd	Cotton RD (2025 LRA Limit)	Union Rd.	1.45	22'

All roads were evaluated for the following conditions: load cracking, block cracking, rutting, raveling, reflective cracking, loss of section, bleeding, corrugation, edge distress, patches/ potholes. Road scores were assigned from 1 to 100 based on the point deduction methodology prescribed by GDOT PACES. All roads were ridden, measured, survey sections selected which were indicative of the overall condition, and assessment performed. Field notes and photos were combined into roadway evaluation reports along with roadway recommendations. Cost estimates for each road were prepared in accordance with the recommendations for each road. Each cost estimate represents the most cost effective and suitable repair for a long-term operations and maintenance program.

GADOT PACES states that any road scoring below 70 is a candidate for resurfacing and roads scoring below 50 may require more significant rehabilitation. It is the opinion of EMC that the evaluated roads can be resurfaced as long as the recommended repairs are made prior to resurfacing.

The following table list evaluated score, estimate to perform all repairs, and cost of resurfacing project:

ROAD NAME	2026 RATING	2024 RATING	LENGTH (Mi)	ROAD WIDTH	PROJECT COST
Canoochee Rd.	30	22	2.9	21'	\$654,400.00
Dutch Ford Rd. (Whole)	42	54 (OCT 2020)	7.1	22'	\$1,434,000.00
Dutch Ford Rd. (East)	85	NA	2.7	22'	\$545,000.00
Dutch Ford Rd (West)	26	NA	4.4	22'	\$889,000.00
Hadden Rd.	53	62	2.8	21'	\$540,000.00
St Matthews Ch. Rd	19	22	3.3	20'	\$659,800.00
Rosemary Ch. Rd	29	Not Rated	1.45	22'	\$345,000.00

2026 Candler County LMIG Budget: \$567,976.86/ \$624,774.55 w/10% Match

Note: Canoochee RD. from GA SR 46 to GA SR 121 was resurfaced in 2024. That portion was in the worst condition; the remaining roadway score has increased as the segment mentioned is no longer included in the evaluation. Dutch Ford Rd. has a newer asphalt overlay from the Bulloch County line heading West through Excelsior, hence the rating was broken out to reflect this above.

Pavement Evaluation Results & Opinion of Probable Costs



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 www.emc-eng.com

PAVEMENT CONDITION EVALUATION REPORT

EMC Inspector: Daniel Chicola **Time & Date of Inspection:** 2:00pm 12/30/25

Project Title: Candler County 2025 LMIG Pavement Evaluation

Road Name: Canoochee Road

Road Type (usage): 2 Lane **Road Surface:** Asphalt **No. Bridges:** 0

EMC Project #: 25-2005.01 **Client/Owner:** Candler County Board of Commissioners

Project Rating: 30

Pavement Condition Field Report:

CANOOCHEE RD

PAVEMENT CONDITION EVALUATION SYSTEM (PACES) RATING SYSTEM SURVEY

DATE: 12-30-2025 **PROJECT RATING:** 30 **OFFICE:** Statesboro **RATER:**

PROJECT LOCATION:
 County: Candler Roadway Type: 2 LANE Road Start Point: GA Hwy 121 Road End: GA Hwy 129 Project Limits: 2.87 mi

ROADWAY INFORMATION:
 AADT: 2500 Surface Type: SRF TRGT Typical Pavement Width: 20' Typical Shoulder Width(ft): 4' No. Bridges: 0 Bridge Width(ft):

REMARKS: Roadway score has increased since 2023 EVAL, as west portion has been resurfaced. Note the worst segment in this 2.87 miles is from GA 121 to Collins RD.

Sample Location		Rut Depth		Load Cracking				Block Cracking		Reflective Cracking		Ravelling		Edge Distress		Bleeding/Flushing		Corrugation/Pushing		Loss of Section		Patches & Potholes		SEG Rating		Remarks		
From	To	Lane Direction	Lane #	Road Width	Outside WP (1/8 in)	Inside WP (1/8 in)	SEVR 1	SEVR 2	SEVR 3	SEVR 4	% of Sample	SEVR (1,2,3)	No. of Cracks	Total Length	SEVR (1,2,3)	% of Sample	SEVR (1,2,3)	% of Sample	SEVR (1,2,3)	% of Sample	SEVR (1,2,3)	% of Sample	SEVR (1,2,3)	% of Sample	SEVR (1,2,3)		SEVR (1,2,3)	
0.00	1.00	E	21	2	1	50	50		25	50	1				100	1												
1.00	2.00	W	22	2	1	50									100	1												
2.0	2.87	W	22	2	1	50				50	1				100	2												
					-5	-2		-21		-6.7					-15.6										-25	-70 =>	30	

SECT 1 - 121 to Collins RD - worst - needs deep patching - now

Is the roadway a candidate for resurfacing? YES NO

Pavement area failure repairs required prior to resurfacing:

Several areas require deep patching from GA 121 to Collins Road in the first 0.93 miles of the roadway. These areas are the most vulnerable to substantial increase in pavement failure.



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Road Photos:

<p>Photo 1. View of pavement at the beginning of road segment</p>	<p>Photo 2. Looking East from HWY 121</p>
<p>Photo 3. View of Pavement Failure Area West Side</p>	<p>Photo 4. View of failing pavement Area - West Collins RD</p>
<p>Photo 5. View of failing Pavement at Rumble Strips GA121</p>	<p>Photo 6. Collins Rd heading West - Substantial failure Areas</p>

Daniel Chicola
 Sr Construction Manager
 01/04/2026 11:00am

Inspector Name, Title, Date, & Time

Inspector Signature



EMC Engineering Services, Inc.

1211 Merchant Way, Suite 201

Statesboro, GA 30458

(912) 764-7022

OPINION OF PROBABLE COST

CANOOCHEE ROAD RESURFACING (2.87 MILES, 15,155-LF, 21' WIDE, 35,358 SY)

EMC PROJECT NO.: 25-2005.01

CANDLER COUNTY, GEORGIA

prepared for:

CANDLER COUNTY BOARD OF COMMISSIONERS

FROM GA HWY 121 TO GA HWY 129

1/4/2026

NO.	ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	150-1000	TRAFFIC CONTROL	1	LS	\$ 35,000.00	\$ 35,000.00
2	210-1000	SHOULDER BACKFILLING (BOTH SIDES), GRADE, COMPACT, TEMP & PERM GRASS	2.9	ML	\$ 15,000.00	\$ 43,500.00
3	402-9901	RECYCLED ASPHALT CONCRETE PATCHING COURSE (3"-19mm) FOR PAVEMENT REPAIR	250	TN	\$ 200.00	\$ 50,000.00
4	402-1812	RECYCLED ASPHALT CONCRETE LEVELING COURSE (9.5mm) INCL. BITUM MATERIAL, TACK, H LIME, TYPE I (70 LBS/SY)	1075	TN	\$ 125.00	\$ 134,375.00
5	402-3031	1.50" RECYCLED ASPHALT CONCRETE WEARING COURSE, 9.5 mm, INCL BITUM MATERIAL, TACK, H LIME, TYPE II (165 LBS/SY)	2950	TN	\$ 120.00	\$ 354,000.00
6	652-2501	SINGLE WHITE SOLID STRIPE, 5" PAINTED	6	LM	\$ 1,200.00	\$ 7,200.00
7	652-2502	SINGLE YELLOW SOLID STRIPE, 5" PAINTED	5	LM	\$ 1,200.00	\$ 6,000.00
8	652-3502	SINGLE YELLOW SKIP STRIPE, 5" PAINTED	2	LM	\$ 1,200.00	\$ 2,400.00
9	413-1000	BITUMINOUS TACK COAT	5650	GL	\$ 3.75	\$ 21,187.50
10	653-1000	THERMO PLASTIC SOLID TRAFFIC STRIPE, 24 INCH, WHITE (STOP BAR)	2	EA	\$ 350.00	\$ 700.00
BASE CONSTRUCTION TOTAL:						\$ 654,362.50



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PAVEMENT CONDITION EVALUATION REPORT

EMC Inspector: Daniel Chicola **Time & Date of Inspection:** 2:00pm 12/30/25

Project Title: Candler County 2025 LMIG Pavement Evaluation

Road Name: Dutch Ford Road

Road Type (usage): 2 Lane **Road Surface:** Asphalt **No. Bridges:** 2

EMC Project #: 25-2005.01 **Client/Owner:** Candler County Board of Commissioners

Project Rating: 42

Pavement Condition Field Report:

DATE: 12-30-2025

PROJECT LOCATION:
County: _____

ROADWAY INFORMATION:
AADT: 4800
Typical Pavement Width: 21
STAA Truck Route NO _____

REMARKS: ES-milling STOP AHEAD - AT EXCELLSOR

DUTCH FORD RD

PAVEMENT CONDITION EVALUATION SYSTEM (PACES) RATING SYSTEM SURVEY

PROJECT RATING: 42 **OFFICE:** Statesboro **RATER:** D. CHICOLA

Roadway Type: 2LN **Road Start Point:** Bulloch County Line (TEN MILE CREEK) **Road End:** Hwy 129 **Project Limits:** 7.1 miles

Surface Type: ASPHALT **Typical Shoulder Width(ft):** 3 **No. Bridges:** 1

Bridge Width(ft): _____

REMARKS: EXIST COND: 0.0m to 2.7mi newer overlay
XEROBE APPROACHES REMOVE AT 6.5 & 6.6 miles - 2024 LMIG

Sample Location		Rut Depth	Load Cracking				Block Cracking		Reflective Cracking		Raveling		Edge Distress		Bleeding/Flushing		Corrugation/ Pushing		Loss of Section		Patches & Potholes		SEG Rating	Remarks	
From	To		SEVR 1	SEVR 2	SEVR 3	SEVR 4	SEVR (1,2,3)	No. of Cracks	Total Length	SEVR (1,2,3)	% of Sample	SEVR (1,2,3)	% of Sample	SEVR (1,2,3)	% of Sample	SEVR (1,2,3)	% of Sample	SEVR (1,2,3)	% of Sample	SEVR (1,2,3)	% of Sample	SEVR (1,2,3)			% of Sample
0.0	1.0	E	0	0	0	0	25	1													0	0	FAIR	STARTING	
1.0	2.0	S	0	0	0	0	25	1													0	0	FAIR		
2.0	3.0	E	0	0	0	0	50	1		10	1												1	FAIR	
3.0	4.0	N	1	1	1	1	40	10		10	1												15	FAIR	
4.0	5.0	N	2	2	2	2	50	1		10	3												15	FAIR	
5.0	6.0	N	1	1	1	1	25	1															15	FAIR	
6.0	7.0	W	1	1	1	1	50	3		10	3												15	FAIR	
			-1.1	-0.85			-22.2	75%																-14.6	SG 1/2 ED

EA 5 - APPROXIMATE 1/2 MI AT RD - DELETE -58 => 42

Note: The 2.7 miles from Bulloch County towards Excelsior are in far better condition - newer overlay. The decrease in score from previous EVAL in 2020 is largely attributed to additional potholes that have formed in failing areas.

Is the roadway a candidate for resurfacing? YES NO

Pavement area failure repairs required prior to resurfacing:



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Road Photos:



Photo 1. View of pavement at Bulloch County Line



Photo 2. Looking West from Bulloch County Line



Photo 3. View of Evaluation Segment on East Side



Photo 4. View of severe pavement block and load cracking.



Photo 5. View of pavement load cracking w/ potholes.



Photo 6. Severe Pavement load cracking with Popping Out

Daniel Chicola
 Sr Construction Manager
 01/04/2026 11:00am

Inspector Name, Title, Date, & Time

Inspector Signature



EMC Engineering Services, Inc.
 1211 Merchant Way, Suite 201
 Statesboro, GA 30458
 (912) 764-7022

OPINION OF PROBABLE COST
DUTCH FORD ROAD RESURFACING (7.1 MILES, 37,488-LF, 22' WIDE, 91,637 SY)
EMC PROJECT NO.: 25-2005.01
CANDLER COUNTY, GEORGIA

DATE: 01-04-2026

prepared for:
CANDLER COUNTY BOARD OF COMMISSIONERS

BEGIN: GA HWY 129
END: BULLOCH CNTY

NO.	ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	150-1000	TRAFFIC CONTROL	1	LS	\$ 85,000.00	\$ 85,000.00
2	210-1000	SHOULDER BACKFILLING (BOTH SIDES), GRADE, COMPACT, TEMP & PERM GRASS	7.1	ML	\$ 13,500.00	\$ 95,850.00
3	402-1812	OGI LEVELING COURSE (12.5mm) INCL. BITUM MATERIAL, TACK, H LIME, TYPE I (90 LBS/SY)	4125	TN	\$ 125.00	\$ 515,625.00
4	402-3031	1.25" RECYCLED ASPHALT CONCRETE WEARING COURSE, 12.5 mm TYPE II, INCL BITUM MATERIAL, TACK, H LIME, (135 LBS/SY)	6185	TN	\$ 105.00	\$ 649,425.00
5	652-2501	SINGLE WHITE SOLID STRIPE, 5" PAINTED	14.2	LM	\$ 1,250.00	\$ 17,750.00
6	652-2502	SINGLE YELLOW SOLID STRIPE, 5" PAINTED	13	LM	\$ 1,250.00	\$ 16,250.00
7	652-3502	SINGLE YELLOW SKIP STRIPE, 5" PAINTED	3	GLM	\$ 1,250.00	\$ 3,750.00
8	413-1000	BITUMINOUS TACK COAT	14000	GL	\$ 3.50	\$ 49,000.00
9	653-1000	THERMO PLASTIC SOLID TRAFFIC STRIPE, 24 INCH, WHITE (STOP BAR)	4	EA	\$ 325.00	\$ 1,300.00
BASE CONSTRUCTION TOTAL:						\$ 1,433,950.00
2.87 MILES FROM EXCELSIOR TO BULLOCH COUNTY NEWER ASPHALT 38%. REDUCING OVERLAY TO 4.23 MILES						
REDUCED LENGTH TO 4.23 MILES						\$ 889,049.00

Road Photos:



Photo 1. View of pavement damage on surface treatment.



Photo 2. View of surface treatment pavement raveling.



Photo 3. View of surface treatment raveling.



Photo 4. View of severe block cracking and raveling.



Photo 5. View of surface treatment with edge distress.



Photo 6. Eastern Roadway Limit at HWY 23.

Daniel Chicola
 Sr Construction Manager
 01/04/26 11:30am

Inspector Name, Title, Date, & Time



Inspector Signature



OPINION OF PROBABLE COST
HADDEN ROAD RESURFACING (2.80 MILE, 14,784-LF, 21' WIDE, 34,496 SY)
EMC PROJECT NO.: 23-2107
CANDLER COUNTY, GEORGIA

EMC Engineering Services, Inc.
 1211 Merchant Way, Suite 201
 Statesboro, GA 30458
 (912) 764-7022

prepared for:
CANDLER COUNTY BOARD OF COMMISSIONERS

1/4/2026

NO.	ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	150-1000	TRAFFIC CONTROL	1	LS	\$ 35,000.00	\$ 35,000.00
2	210-1000	SHOULDER BACKFILLING (BOTH SIDES), GRADE, COMPACT, TEMP & PERM GRASS	2.8	ML	\$ 12,500.00	\$ 35,000.00
3	402-9901	RECYCLED ASPHALT CONCRETE PATCHING COURSE (3"-19mm) FOR PAVEMENT REPAIR	20	TN	\$ 200.00	\$ 4,000.00
4	402-1812	RECYCLED ASPHALT CONCRETE LEVELING COURSE (9.5mm) INCL. BITUM MATERIAL, TACK, H LIME, TYPE I (70 LBS/SY)	1200	TN	\$ 125.00	\$ 150,000.00
5	402-3031	1.50" RECYCLED ASPHALT CONCRETE WEARING COURSE, 9.5 mm, INCL BITUM MATERIAL, TACK, H LIME, TYPE II (135 LBS/SY)	2350	TN	\$ 120.00	\$ 282,000.00
6	652-2501	SINGLE WHITE SOLID STRIPE, 5" PAINTED	5.6	LM	\$ 1,200.00	\$ 6,720.00
7	652-2502	SINGLE YELLOW SOLID STRIPE, 5" PAINTED	3.5	LM	\$ 1,200.00	\$ 4,200.00
8	652-3502	SINGLE YELLOW SKIP STRIPE, 5" PAINTED	1	LM	\$ 1,200.00	\$ 1,200.00
9	413-1000	BITUMINOUS TACK COAT	5520	GL	\$ 3.75	\$ 20,700.00
10	653-1000	THERMO PLASTIC SOLID TRAFFIC STRIPE, 24 INCH, WHITE (STOP BAR)	2	EA	\$ 350.00	\$ 700.00
BASE CONSTRUCTION TOTAL:						\$ 539,520.00

Road Photos:



Photo 1. View of beginning of roadway segment @ SR 46.



Photo 2. View of surface treatment near Railroad crossing.



Photo 3. View of surface treatment w/ raveling.



Photo 4. View of severe distress and pot holing.



Photo 5. View of surface treatment with raveling.



Photo 6. View of severe edge distress.

Daniel Chicola
 Sr Construction Manager
 01/04/26 10:35 am

Inspector Name, Title, Date, & Time

Inspector Signature

**EMC Engineering Services, Inc.**

1211 Merchant Way, Suite 201
Statesboro, GA 30458
(912) 764-7022

OPINION OF PROBABLE COST

ST MATTHEWS CH RD RESURFACING (3.3 MILES; 17,424-LF, 20' WIDE, 38,720 SY)

EMC PROJECT NO.: 23-2107

CANDLER COUNTY, GEORGIA

prepared for:

CANDLER COUNTY BOARD OF COMMISSIONERS

1/4/2026

NO.	ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	150-1000	TRAFFIC CONTROL	1	LS	\$ 35,000.00	\$ 35,000.00
2	210-1000	SHOULDER BACKFILLING (BOTH SIDES), GRADE, COMPACT, TEMP & PERM GRASS	3.3	ML	\$ 12,000.00	\$ 39,600.00
3	402-9901	RECYCLED ASPHALT CONCRETE PATCHING COURSE (3"-19mm) FOR PAVEMENT REPAIR	20	TN	\$ 200.00	\$ 4,000.00
4	402-1812	RECYCLED ASPHALT CONCRETE LEVELING COURSE (9.5mm) INCL. BITUM MATERIAL, TACK, H LIME, TYPE I (90 LBS/SY)	1750	TN	\$ 125.00	\$ 218,750.00
5	402-3031	1.25" RECYCLED ASPHALT CONCRETE WEARING COURSE(9.5mm) INCL BITUM MATERIAL, H LIME, TYPE I (135 LBS/SY)	2,650	TN	\$ 120.00	\$ 318,000.00
6	652-2501	SINGLE WHITE SOLID STRIPE, 5" PAINTED	6.6	LM	\$ 1,250.00	\$ 8,250.00
7	652-2502	SINGLE YELLOW SOLID STRIPE, 5" PAINTED	5	LM	\$ 1,250.00	\$ 6,250.00
8	652-3502	SINGLE YELLOW SKIP STRIPE, 5" PAINTED	1	LM	\$ 1,250.00	\$ 1,250.00
9	653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	2	EA	\$ 500.00	\$ 1,000.00
10	413-1000	BITUMINOUS TACK COAT	6,200	GL	\$ 3.50	\$ 21,700.00
11	653-1000	THERMO PLASTIC SOLID TRAFFIC STRIPE, 24 INCH, WHITE (STOP BAR)	2	EA	\$ 3,000.00	\$ 6,000.00
BASE CONSTRUCTION TOTAL:						\$ 659,800.00



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Road Photos:



Photo 1. View of 2025 LRA Paving Limit - VIC Cotton RD



Photo 2. Looking East towards 2025 LRA Project Area



Photo 3. View of Block Cracking along Roadway



Photo 4. View of severe block cracking and raveling.



Photo 5. View of sever block cracking with failure



Photo 6. Failing Pavement Popping Out

Daniel Chicola
 Sr Construction Manager
 01/04/26 11:45am

Inspector Name, Title, Date, & Time

Inspector Signature


EMC Engineering Services, Inc.

1211 Merchant Way, Suite 201

Statesboro, GA 30458

(912) 764-7022

**OPINION OF PROBABLE COST
ROSEMARY CHUCH ROAD RESURFACING (1.45 MI-LF, 22' WIDE, 17,865 SY)**
EMC PROJECT NO.: 25-2005.01
CANDLER COUNTY, GEORGIA
prepared for:
CANDLER COUNTY BOARD OF COMMISSIONERS
DATE PREPARED: 01-04-2026
ROSEMARY CHURCH ROAD - COTTON ROAD TO UNION CHURCH ROAD - 1.45 MILES - 17,865 SY

NO.	ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	150-1000	TRAFFIC CONTROL	1	LS	\$ 25,000.00	\$ 25,000.00
2	210-1000	SHOULDER BACKFILLING (BOTH SIDES), GRADE, COMPACT, TEMP & PERM GRASS	1.45	ML	\$ 13,500.00	\$ 19,575.00
3	402-9901	RECYCLED ASPHALT CONCRETE PATCHING COURSE (3"-19mm) FOR PAVEMENT REPAIR	100	TN	\$ 200.00	\$ 20,000.00
4	402-1812	OPEN GRADE INTERLAYER (OGI) LEVELING COURSE (12.5mm) INCL. BITUM MATERIAL, TACK, H LIME, TYPE I (90 LBS/SY)	805	TN	\$ 120.00	\$ 96,600.00
5	402-3031	1.50" RECYCLED ASPHALT CONCRETE WEARING COURSE, 12.5 mm, INCL BITUM MATERIAL, H LIME, TYPE II (165 LBS/SY)	1500	TN	\$ 110.00	\$ 165,000.00
6	652-2501	SINGLE WHITE SOLID STRIPE, 5" PAINTED, HIGH BUILD PAINT, GDOT STANDARD	3	LM	\$ 1,200.00	\$ 3,600.00
7	652-2502	SINGLE YELLOW SOLID STRIPE, 5" PAINTED, HIGH BUILD PAINT, GDOT STANDARD	2.5	LM	\$ 1,200.00	\$ 3,000.00
8	652-3502	SINGLE YELLOW SKIP STRIPE, 5" PAINTED, HIGH BUILD PAINT, GDOT STANDARD	1	LM	\$ 1,200.00	\$ 1,200.00
9	413-1000	BITUMINOUS TACK COAT	2850	GL	\$ 3.75	\$ 10,687.50
10	653-1000	THERMO PLASTIC SOLID TRAFFIC STRIPE, 24 INCH, WHITE (STOP BAR)	1	EA	\$ 210.00	\$ 210.00
BASE CONSTRUCTION TOTAL:					\$	344,872.50



 478-743-7175
 hhnt.com
 3920 Arkwright Road, Suite 101
 Macon, GA 31210

December 22, 2025

Mr. Bryan Aasheim
 Administrator
 Candler County Landfill / Recycling Center
 842 Landfill Road
 Metter, Georgia 30439

**Re: Candler County Landfill
 General Consulting 2026
 HHNT Project No. 1716-010-01**

Dear Mr. Aasheim:

Hodges, Harbin, Newberry & Tribble, Inc. is pleased to submit this proposal for 2026 General Consulting Services for the subject landfill. These services include, but are not limited to:

HHNT Scope of Services:

- Coordination of the groundwater and surface water sampling as required by the Solid Waste Permit, as needed.
- Coordination of the stormwater sampling as required per the NPDES Permit and prepare corresponding NetDMR reports (due quarterly on the 15th day of the month following the sampling period).
- Review of stormwater sampling results as required by the NPDES Permit.
- Assistance with NPDES Annual Report, GEOS, and any corrective action required.
- Assistance with methane monitoring as required by the Solid Waste Permit.
- Periodic site visits as directed by landfill management to assist with landfill operations.
- Annual updates of Closure and Post-Closure Costs as required by the Solid Waste Permit.
- Completion of the annual remaining capacity reports as required by the Solid Waste Permit.
- Preparation of minor modifications as needed and directed by landfill management.
- Fill plans, volume calculations, cost estimates, and other assistance as directed by landfill management.
- Minor updates to the Stormwater Pollution Prevention Plan (SWPPP).
- General operational assistance (On-Call Support).
- Compliance tracking of permit requirements utilizing HHNT internal software. Compliance software fees shall be \$50/month invoiced annually in January.

Estimated Annual Fee.....\$23,000.00

Mr. Bryan Aasheim
December 22, 2025
Page 2 of 2

HHNT's scope of work is limited to the specific activities described above and does not include any obligations with respect to the discovery, handling, generating, processing, treating, storing, transporting, or disposing of waste materials or hazardous or toxic substances or contaminants in any format at or from the Project Site, including polyfluoroalkyl substances (PFAS, PFOA, PFOS), leachate generated or stored at or transported from the Project Site or its constituents, contaminants in stormwater on or discharged from the Project Site, and/or any other substances whether or not currently identified or regulated by USEPA as hazardous substances.

The work described above may require coordination and/or assistance from the Owner's aerial mapping firm, surveyors, landfill gas, geotechnical, hydrogeological, wastewater treatment consultants, or others. Other services not specified in the scope of services is not included in the proposal.

We will provide the services listed above for the active MSW Landfill, the closed C&D Landfill and the closed MSW landfill. Costs on each facility will be tracked separately as in past years for accounting purposes. We will invoice on a time and materials basis at our standard hourly rates (see attached). The fee estimate shown is our attempt to predict the effort required to provide the appropriate support to the landfill. Invoicing for sampling, analysis, surveying, etc. will be performed by others and sent separately from the HHNT billing.

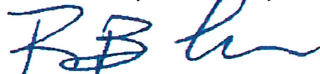
HHNT estimates our fee for the work described will be \$23,000. Work will be invoiced monthly on a time, material, and expense basis in accordance with our standard hourly rates (attached).

This fee estimate is based on our understanding of the project as of the date of this proposal. In addition, this proposal does not include any permit fees, application fees, or subcontractor fees for work required by others. It is assumed that those fees (if required) will be paid directly by the Owner. Any services not specified in this proposal are not included in this scope of work.

This proposal is valid for 30 days. If this proposal is acceptable, please sign the acceptance line at the end of this proposal and one (1) copy of the attached Proposal Acceptance Sheets and return to us.

Should you have any questions, please call. Sincerely,

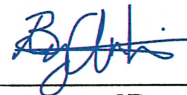
HODGES, HARBIN, NEWBERRY & TRIBBLE, INC.



R. Brant Lane, P.E.
Principal

RBL/jb

Enclosure



Acceptance of Proposal

1-6-2026

Date

HODGES, HARBIN, NEWBERRY & TRIBBLE, INC.
 3920 Arkwright Road, Suite 101, Macon, Georgia 31210
 Phone (478) 743-7175
 Fax (478) 743-1703

**PROPOSAL FOR CONSULTING SERVICES
 ACCEPTANCE SHEET**

PROJECT NO. 1716-010 PROPOSAL DATE December 22, 2025

CLIENT NAME AND ADDRESS (PERSON OR COMPANY RESPONSIBLE FOR PAYMENT)
 (hereinafter referred to as the "Client")

Candler County Landfill/Recycling Center
Bryan Aasheim
842 Landfill Road
Metter, Georgia 30439

PROJECT NAME General Consulting 2026

PROJECT SITE _____

DESCRIPTION Description of Services attached separately

PRICE \$23,000.00

PROGRESS SCHEDULE _____

Note: This Proposal shall remain open for a period of thirty (30) days immediately following the date of this Proposal. Should Client not accept this Proposal within such time period, this Proposal shall be void.

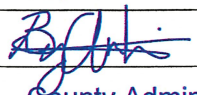
Authorized Representative Approval:

In absence of this document being signed by the Authorized Representative, the Client hereby acknowledges and agrees that issuance of a purchase order or purchase order number, or email authorization, shall serve as acceptance and approval by the Client for the scope, schedule and fee enumerated herein and notice to proceed, unless otherwise specifically directed by Client.

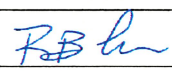
Proposal Acceptance:

This Proposal, along with the Terms and Conditions which are incorporated herein and made a part hereof, are accepted by the Client and Hodges, Harbin, Newberry & Tribble, Inc. (referred to herein as the "Company" or "HHNT") on this 6th day of January 2026, ~~2025~~.

Client

Name (Print): Bryan Aasheim
 Signature: 
 Title: County Administrator
 Date: 1-6-2026
 (if applicable)

Hodges, Harbin, Newberry & Tribble, Inc.

Name (Print): R. Brant Lane
 Signature: 
 Title: Principal
 Date: December 22, 2025

**TERMS AND CONDITIONS
TO PROPOSAL FOR CONSULTING SERVICES**

1. PAYMENT TERMS

Payment is due immediately upon Client's receipt of our invoice and is past due if not received within thirty (30) days from the date of the invoice. An interest payment of Eighteen Percent (18%) per annum, or the maximum amount allowed by law, shall be added in the event a payment is not made by Client within thirty (30) days of the date of the invoice.

2. INSURANCE

The Company agrees to maintain, subject to normal industry exclusions, statutory workers' compensation coverage, employer's liability, comprehensive general liability insurance coverage, automotive liability insurance coverage, and professional liability coverage, in accordance with the laws of the state applicable to the work performed. Client may request certificates of coverage identifying the details and limits of such insurance coverage. If Client prefers the Company to have higher limits of professional liability, the limits of our professional liability can be increased to a maximum of One Million Dollars (\$1,000,000.00) upon the written request of the Client at the time of its acceptance of the Proposal for Consulting Services (the "Proposal"), provided that Client agrees to pay an additional consideration because of the greater risk insured.

3. SCOPE OF SERVICES

Client acknowledges and agrees that the Company and its owners, officers, directors, employees, and authorized subcontractors shall have no obligation, responsibility, or liability to Client, or to any third party, based upon alleged acts, omissions, or failure to perform an alleged duty which is not specifically included in or necessary to the performance of the Scope of Services which the Company has agreed to provide to Client pursuant to the Proposal for Consulting Services.

4. WARRANTY AND LIABILITY

A. Standard of Care - Services rendered hereunder will be performed in accordance with that degree of care and skill ordinarily exercised by competent members of our profession in the performance of services of a similar nature and under similar conditions practicing in the same or a similar locality, and subject to the time limits and financial, physical, or other restraints applicable to the Services. **NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THIS PROPOSAL FOR CONSULTING SERVICES, OR BY FURNISHING ANY ORAL OR WRITTEN REPORTS OF THE FINDINGS MADE, OR BY MAKING ANY REPRESENTATIONS REGARDING THE SERVICES PERFORMED HEREUNDER.**

B. Limitation of Liability - Client's remedies with respect to defects or deficiencies in the Company's services which are correctable are limited to either (i) the re-performance of such portion of the services or (ii) a refund of the amount of compensation paid to the Company for such portion of the services. Client expressly agrees that any and all liability of the Company, its agents or employees, to Client on account of any error or omission, whether in contract, tort (including negligence, whether sole or concurrent) or otherwise arising out of, connected with, or resulting from the services provided hereunder shall be limited to a sum not to exceed Fifty Thousand Dollars (\$50,000.00) or the amount of the total contract fee paid by Client, whichever is greater. In no event shall the Company be liable for any special, indirect, incidental or consequential loss or damages or punitive damages.

C. Claims - In the event that (i) Client makes a claim against the Company, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of these professional services, and Client does not succeed in obtaining judgment thereon, or (ii) if legal action is brought by the Company against Client to enforce any of the obligations hereunder, and the Company succeeds in obtaining judgment against Client thereon, then, in either event, Client shall pay all costs incurred by us, including but not limited to staff time, attorney's fees, court costs and all other claim-related expenses.

5. FIELD MONITORING

Client understands that the Company may make on-site observations appropriate to the work or construction stage. If used in the Proposal on other contract documents, the words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the condition of tests to verify substantial compliance with the plans, specifications and design concepts. Monitoring by the Company employees does not mean that the Company is observing, overseeing, or directing the placement of all materials. Unless otherwise specified, all firms providing services on the project are direct contractors of the Client, and the Client agrees that the Company will not assume responsibility for any contractor's means, methods, techniques, sequences, or procedures of construction and that the field services provided by the Company will not relieve any contractor of its responsibilities for performing the work in accordance with the plans and specifications.

6. SAFETY

Nothing herein shall be construed to relieve Client or any other consultants, contractors, or subcontractors from their responsibilities for maintaining a safe Project Site. The Company is responsible only for the health and safety of its employees and subcontractors and shall not be responsible for the Project Site safety. Should Client or its contractors be conducting activities on the Project Site, the Company shall not be responsible for site safety and shall have no right or obligation to direct, interfere with, or stop the work of Client's contractors, agents, or employees. Should the Company provide observations or monitoring services at the Project Site during construction, Client agrees that, in accordance with generally accepted construction practice, the contractor or Client will be solely and completely responsible for working conditions on the Project Site, including safety of all persons and property during the performance of work and compliance with OSHA regulations, and these regulations will apply continuously and will not be limited to working hours. Any monitoring of the contractor's procedures conducted by the Company does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the Project Site.

7. REPRESENTATIONS OF CLIENT

Client warrants that sufficient funds are available or will be available upon receipt of our invoices to make payment in full for the services rendered. Where necessary to the services to be performed, Client agrees to furnish the Company with all data, reports, maps, surveys, and other materials and information which are accessible to Client regarding the property which is the subject of the services. Client warrants that no information material to the performance of the services has been withheld, and that all information provided to the Company regarding the project and project location is complete and accurate to the best of the Client's knowledge. Client agrees to provide our company and its employees, agents, subcontractors and consultants, along with their equipment, a right of entry onto the Project Site and permission to perform the services hereunder.

8. PROFESSIONAL WORK PRODUCT

All documents generated by our company, including all electronic documents or media prepared by us, are professional work product to which the Company retains all rights. Copies of documents furnished to the Client in the course of the Company's services shall remain professional work product of the Company. Documents produced by the Company will not be used for any project not expressly provided for herein without the Company's prior written approval. Any unauthorized use or distribution of the Company's work product shall be at Client's and the recipient's sole risk, and without liability to the Company, and Client agrees to defend, hold harmless, and indemnify the Company against all damages, claims, lawsuits, and losses of any kind, including but not limited to defense costs, arising out of any use of any of the Company's work product. Client agrees that the Company's work product is intended exclusively for the benefit of the Client and its direct affiliates and does not extend to and may not be relied upon by third parties.

Client acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility, and, therefore, Client cannot rely upon the electronic media version of the Company's professional work product. Client understands that electronic versions of the Company's professional work product are not intended or represented by the Company to be suitable for reuse by any party, including but not limited to the Client, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered hereunder, or on any other project, whether Client's or otherwise, without the

Company's prior written permission. Client agrees that any reuse unauthorized by the Company will be at Client's sole risk and that Client will defend, indemnify and hold the Company (along with the Company's employees and agents) harmless from any loss or liability resulting from the reuse, misuse or negligent use by the Client or any third party of electronic versions of the Company's professional work product.

9. PROJECT SITE

Reasonable precautions will be taken to minimize damage to the Project Site from the Company's activities and use of equipment. Client recognizes that the performance of the services may cause alteration or damage to the Project Site which is inherent in the work. Should Client not be the owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage prior to the commencement of such services. Further, it shall be responsibility of the Client or his duly-authorized representative to disclose the presence and, if applicable, the accurate location of all hidden or obscure man-made objects relative to field tests or boring locations.

10. NOTIFICATION OF PROJECT SITE CONDITIONS

Prior to commencing its services hereunder, the Client agrees it shall furnish to the Company any and all documents and information known to the Client that relate to past or existing conditions of the Project Site and surrounding area, including the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. Client agrees that the Company may rely on such information and documents provided by Client, and Client hereby warrants that, if it has actual knowledge or has been provided with written information that hazardous materials may exist at the Project Site, it has so informed our company.

11. UNFORESEEN OCCURRENCES

If, during the performance of services hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in the Company's sole judgment, significantly affects or may affect the services, the risks involved in providing the services, or the recommended scope of services, the Company will promptly notify Client thereof. Subsequent to such notification, the Company may do any of the following: (a) If practicable in the Company's judgment, and with the approval of Client, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of services and the estimate of charges and such revision shall be in writing and signed by the parties and incorporated herein; or, (c) Terminate the services effective on the date of notification pursuant to the terms of Section 13 herein.

The Client acknowledges that if unanticipated hazardous materials or suspected hazardous materials are discovered on the Project Site or on properties surrounding or adjacent to the Project Site, it is Client's responsibility, and not the Company's, to inform the owner, any third-party, and any applicable State agency of any affected property of such discovery. Client also recognizes that any such discovery may result in a significant reduction of the property's value. **Client waives any claim against the Company and agrees to defend, indemnify and hold harmless the Company from any Claim or liability for injury, damage, or loss of any type asserted by Client, any third-party or any governmental agency or authority arising from the discovery of Hazardous Materials or suspected hazardous materials on or releasing from the Project Site or on surrounding property. The terms "Claim" and "Release" as used in this section shall have the following meaning:**

a) The term "**Claim**" shall mean any and all actual or threatened liabilities, damages, expenses, losses, claims for injury to persons, property or business or damages to natural resources, claims (whether judicial, administrative or arbitral), actions, causes of action, judgments, orders, liens, penalties, inquiries, investigations, reimbursement for costs, remedial actions, demands for contributions, studies or notices (including attorneys', experts, and consultants' fees related to any of the foregoing) relating to any Hazardous Materials or any Environmental Law or otherwise.

b) The term "**Release**" shall mean a "release" or "threatened release" as such terms are defined in CERCLA, and shall include any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, disposing, or dumping of any substance into

the indoor or outdoor environment.

c) The term “**Hazardous Materials**” as used in this Section has the meaning stated in Section 12 below. This provision shall survive the expiration or termination of this Agreement.

12. HAZARDOUS MATERIALS AND REGULATORY COMPLIANCE

The Client acknowledges and agrees that, unless expressly included in the description of the engineering services provided under this proposal, HHNT is not assuming and shall have no responsibility, or liability under any federal or state environmental laws or regulations, or common law liability to Client or any third party or any governmental entity or authority, arising from or related to the generation, managing, handling, processing, treatment, storage, transportation or disposal, or the discovery, presence, discharge, release, escape, emission, or exposure of persons or property to, waste materials or hazardous or toxic substances, pollutants, or contaminants in any form at or from the Project Site or facility, including Conventional and Nonconventional Pollutants, Toxic Pollutants, Hazardous Substances and Asbestos as listed in 40 CFR 122.21, Appendix D, sediment, low or high pH materials, chemical oxygen demand, biological oxygen demand, oils, grease, solvents, nitrogen, phosphorus, Polycyclic Aromatic Hydrocarbons, petroleum, tremolite, actinolite, polyfluoroalkyl substances (PFAS, PFOA, PFOS), or other substances whether or not currently identified, listed, or regulated by USEPA as hazardous substances, and including leachate or waste water of any nature and its constituents generated or stored at or transported or discharged from the Project Site, and contaminants in stormwater on or discharged from the Project Site or facility (“Hazardous Material”). The Client hereby acknowledges and agrees that the Client is not being retained to advise the Company regarding the discovery, handling, generating, processing, treating, storing, discharging, transporting, or disposing of any such Hazardous Material or hazardous or toxic substances or contaminants, unless otherwise expressly agreed to by HHNT in writing in the description of the Services. **Client further agrees to defend, indemnify and hold harmless the Company against any Claims arising out of or related to the Client’s, its employees, agents, other consultants, contractors, subcontractors, or third-parties handling, treating, storing, transporting, discharging, release, or disposing of Hazardous Material found or identified at or emitting from a Project Site or facility or on surrounding properties.**

Client further acknowledges and agrees that Company shall have no responsibility or liability to Client or to any third party with respect to any act or omission by Client or another contractor or any condition created by Client or another contractor on, at, from, or around the Project Site or facility. Client acknowledges responsibility for adhering and satisfying all regulatory compliance requirements applicable to the Project Site and facility and Client’s (or its officers, employees, agents, or subcontractors) violation of or non-compliance with any Environmental Law or other law, regulation, or permit, unless such violation or noncompliance is caused solely by the Company arising out of the performance of the Services.

For purposes of this agreement, “Environmental Law” means any statute, ordinance, code, order, decree, law, rule, common law, regulation, judgment, policy, permit, guidance, reporting, license, requirements, promulgated by or under any local, state, federal, or other governmental authority, agency, board, pertaining to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, natural resources, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto.

The provisions in this Section 12 shall survive the expiration or termination of this agreement.

13. TERMINATION OF CONTRACT

The Company or the Client may terminate this Agreement at any time for any reason, provided that at least fifteen (15) days’ prior written notice of termination is given to the other party. In the event that Client requests termination of the work prior to completion, the Company reserves the right to complete such analyses and records as are necessary to complete a report to Client on the work performed to date and as deemed necessary or appropriate to maintain the Company’s professional reputation. A termination charge to cover the Company’s costs resulting from such termination in an amount not to exceed thirty percent (30%) of charges incurred to date may be made in the Company’s discretion. Client agrees a loss incurred by the Company in the event of early termination of the work prior to completion is difficult to estimate

Last Revised January 3, 2025

and that this amount is a reasonable pre-estimate of that probable loss to the Company. In the event the Company terminates this Agreement, the Client shall not be relieved of any liability for fees due from Client for work performed by the Company through the date of receipt by the Company of a written notice of termination from the Client.

In the event the Client fails to timely pay HHNT in accordance with Section 1 herein, HHNT may, at its option, either (a) proceed to terminate this Agreement in accordance with this section or, (b) suspend, delay, or interrupt all or any part of the Services by giving twenty-four (24) hours prior notice in writing to the Client. In the event HHNT elects to suspend, delay, or interrupt all or any part of the Services, the Client shall not hold HHNT responsible for any damages related to the suspension, delay, or interruption. In the event of any such suspension, delay, or interruption, the contract completion date shall be extended accordingly, and the Client shall pay HHNT for Services performed to the delayed commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays. The suspension, delay, or interruption shall continue until HHNT receives payment for the Services performed to the delay commencement plus reasonable delay charges. For the avoidance of doubt, HHNT's election to suspend, delay, or interrupt all or any part of the Services shall not impede in any way its ability to seek any other redress against the Client provided by this Agreement or applicable law.

14. DELAYS AND FORCE MAJEURE

If Project Site or other conditions prevent or inhibit performance of Services, if unrevealed Hazardous Materials or conditions are encountered, or if other conditions or events affecting the Services occur that are beyond the reasonable control of the Company, then Services under this Agreement may be delayed. Client shall not hold our company responsible for damages or delays in performance caused by acts or omissions of the Client, its subcontractors, actions or orders of governmental authorities or regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the Internet or the Company's electronic telecommunications or hosting services, epidemics or pandemics, or any other events that are beyond the reasonable control of the Company (collectively, a "Force Majeure Event"). In the event of any such delays or Force Majeure event, the contract completion date shall be extended accordingly.

15. HOLD HARMLESS; INDEMNITY

A. Except to the extent caused by the sole negligence or intentional wrongful conduct of the Company, its agents, subcontractors, or employees, Client agrees, to the fullest extent allowed by law, to defend, hold harmless and indemnify the Company, its agents, subcontractors, and employees, from and against any and all Claims, damages, losses, or expenses to the extent they are caused by or result or arise from: (a) the negligence, recklessness, or intentionally wrongful conduct of Client or other persons employed or utilized by the Client; (b) the actual, suspected, or alleged presence, disposal, escape, seepage, leakage, spillage, discharge, emission, Release, or threatened release of any Hazardous Material on, from, or affecting the Project Site, facility or other properties; (c) any actual, suspected, or alleged personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any Hazardous Materials on, from, or affecting the Project Site, facility or other properties; (d) any legal Claim or lawsuit brought or threatened, settlement reached, or government order relating to any Hazardous Materials on, from, or affecting the Project Site; and (e) any actual, suspected, or alleged violation of Environmental Law or violation of any applicable environmental permit or condition by the Client or its officers, employees, agents or contractors. Such Claims, damages, losses, or expenses shall include, but are not necessarily limited to, all liabilities, obligations, claims, demands, damages, penalties, causes of action, losses, fines, costs, investigations, remedial actions, responses and expenses (including without limitation reasonable attorneys' fees, experts' and consultants' fees related to the foregoing, and disbursements) that the Company, its agents, subcontractors, or employees, may incur, may become responsible for, or pay out as a result of any suit or claim, by any third party, including any regulatory agency or authority, against our company, its agents, subcontractors and employees when allowable by law.

B. Company agrees to indemnify, defend, and hold harmless the Client, its officers, employees, agents, and contractors from and against actual Claims, losses, demands, liabilities, damages, judgments, penalties, costs or expenses arising out of or resulting from the material breach by the Company of any obligation to Client under the Proposal, or Claims for personal injury, death, or property damages if and only to the extent

that such alleged claims, damages, and losses are finally determined to have resulted directly from the negligence, recklessness, or intentional wrongful misconduct of Company or other persons employed or utilized by Company in the performance of the Services. This provision is intended to be limited and enforceable pursuant to Georgia law, specifically O.C.G.A. § 13-8-2(c), now or hereafter amended.

The provisions of this Section 15 shall survive the expiration or termination of this agreement.

16. ENTIRE AGREEMENT; AMENDMENT; WAIVER

These Terms and Conditions, along with the Proposal which is incorporated herein and made a part hereof (collectively, "Agreement"), represents the entire Agreement of the parties related to the subject matter contained herein and supersedes all prior agreements, written or oral, between the parties with respect to the subject matter hereof. Neither these Terms and Conditions nor the Proposal may be amended except by a writing executed by both parties. Any failure to enforce performance of any provision hereof by any party will not constitute a waiver of its right to subsequently enforce such provision or any other provision.

17. PRIORITY

If the Proposal varies or conflicts with any provision of these Terms and Conditions, then these Terms and Conditions shall govern.

18. SEVERABILITY

Any provision herein which is held invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability and without rendering invalid or unenforceable the remaining provisions herein or affecting the validity or enforceability of any of the provisions herein in any other jurisdiction, and the court or tribunal so holding shall be empowered to substitute, to the extent enforceable, provisions similar to said provision, or other provisions, so as to provide to the parties the benefits intended by said provision to the fullest extent permitted by applicable law. If any provision herein is so broad as to be unenforceable, the provision shall be interpreted to be only as broad as is enforceable.

19. DISPUTE RESOLUTION

Any claim or dispute asserted by Client or the Company shall be initiated through a written notice of dispute, and determined and resolved by negotiation or mediation and agreement between the parties, or if necessary by arbitration in accordance with the current Rules of the American Arbitration Association. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, any claim by the Company against the Client involving failure to make payment may be resolved through any legal or equitable means, or any form of alternative dispute resolution.

20. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Georgia without regard to its conflict of laws provisions.

21. ECOLOGY SERVICES

Unless expressly included in the description of the Services, the Company shall not be responsible for determining or identifying any environmental hazard or condition on, under, or around the Project Site or arising from Client's operations. If the work by the Company includes determination of the potential presence of or delineation of wetlands or other "Waters of the United States", then, due to the lack of clarity and consistency surrounding the appropriate legal test to delineate wetlands and other water bodies subject to clean water act jurisdiction, the Company makes no representation, guaranty, or warranty, express or implied, concerning identification or lack of identification of waters of the United States within the meaning of applicable law.