

**Board of Commissioners of Candler County**  
**Regular Meeting**  
**November 5, 2018**  
**6:00 p.m.**

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The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, November 5, 2018, at 6:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Those attending the meeting were Candler County Chairman, Glyn Thrift Candler County Vice-Chairman Brad Jones; Commissioners Donny Wells, Wayne Culbertson and David Robinson; Candler County Administrator, Bryan Aasheim; Candler County Clerk, Maranda K. Lank; Candler County Attorney, Kendall Gross. Other guests attending the meeting included Commissioner Elect, Blake Hendrix, Mr. and Mrs. Jason Grimes and their daughter Gracie Grimes, Clara Frink, Linda Davis, Victoria Gaitten, Larry Hadden, Craig Lanier, Dustin Durden, Glenn Deal, Gary Howard, Pernal Franklin, Jason Grimes, Bobby Odom, Ralph Clifton, Jeremy Heart, Brian Wood, Brinson Lanier. The Metter Advertiser representatives were Jerri Goodman and Carvy Snell.

**Call To Order**

Chairman Thrift called the meeting to order at 6:00 p.m.

**Invocation and Pledge of Allegiance**

Vice President of Educational Programs of the Senior 4-H Program, Gracie Grimes, delivered the invocation and led the *Pledge of Allegiance*.

**Amendment of the Agenda**

Vice-Chairman Jones made a motion seconded by Chairman Thrift to amend the agenda adding Item 6.

- 1. The motion passed unanimously.
  - 6.1. To Hear Concerns from Citizens regarding the Hospital

**Approval of the Minutes**

Commissioner Wells made a motion seconded by Commissioner Culbertson to approve the minutes as corrected. The motion passed unanimously.

**Financial Report**

Mr. Aasheim presented the financial report. He opened by explaining the projected low balance of the general fund prior to receiving the first tax revenue payments of the year. He stated that the operations will be close. However, the County may be able to operate through November and December without utilizing the TAN the Board recently approved through a resolution in an October meeting. SPLOST dollars received for October 2018 in the amount of \$109,731.74. Of that amount, \$21,946.35 was allocated to the 20% Hospital Debt. The County's portion of the October distribution was \$61,449.77. \$248,982.34 from 2018 SPLOST has been collected for FY2019. Total dollars collected for the 2018 SPLOST is \$444,611.33. Collections appear consistent throughout the month, with August being the higher collection month. Mr. Aasheim mentioned the Hospital Debt payment is \$35,076.30 per month and the monthly SPLOST collections alone are not enough to cover the payment. However, the 1 mil tax collections that are levied for Hospital Debt together might make the payments. The bank and book balances were balanced as of October 31, 2018. Mr. Aasheim stated the 2019 LMIG funds have been received in the amount of \$426,319.59 for the Stillmore Highway Project.

**Old Business****County Retirement Plan – 401 (a) Proposal**

Tabled

**Social Media Site for Candler County Board of Commissioners**

Tabled

**New Business****Consideration of Easement to the City of Statesboro for Gas Line on Hospital Property**

Tabled

**Hospital Loan Payment**

Vice-Chairman Jones made a motion seconded by Chairman Thrift to transfer \$6,000.00 from the general fund to the Hospital account to make the November 5, 2018 loan payment. The motion passed unanimously.

Chairman Thrift requested the Board to consider a motion to preapprove a transfer for the December 5, 2018 payment with a \$35, 076.30 cap. Vice-Chairman Jones made a motion seconded by Commissioner Culbertson to allow the December transfer. The motion passed unanimously.

**Consideration of Alcohol License for Minit Mart #2 (JD Group Inc.), Vikinder Kaur**

Vice-Chairman Jones made a motion seconded by Commissioner Robinson to grant Vikinder Kaur an alcohol license for Minit Mart #2 JD Group Inc.

Mr. Gross stated that two owners cannot apply for an alcohol license for the same business. After a short discussion, Mr. Gross recommended the Board take no action until January 1, 2019.

Vice-Chairman Jones then rescinded the motion. Commissioner Robinson rescinded the second. The vote was then rescinded

**Amendment of Approval of EMS Radio Purchase to Add 1 Additional Radio**

Vice-Chairman Jones made a motion seconded by Commissioner Culbertson to Approve the EMS Radio Purchase to Add 1 Additional Radio paid for by SPLOST funds. The motion passed unanimously.

**Consideration of Bidding 2019 LMIG Project I Conjunction with the City of Pulaski**

Vice-Chairman Jones made a motion seconded by Commissioner Culbertson to Bidding 2019 LMIG Project I Conjunction with the City of Pulaski that they are to be billed separately. The motion passed unanimously.

**Consideration of Approval for Memorial Bench for the Class of 1976**

Vice-Chairman Jones made a motion seconded by Commissioner Wells to Approve a Memorial Bench for the Class of 1976. The motion passed unanimously with four votes. Commissioner Robinson abstained considering the Class of 1976 is his graduating class.

### **Consideration of Quality Tire Recycling Contract**

Vice-Chairman Jones made a motion seconded by Chairman Thrift to approve the Quality Tire Recycling Contract. The motion passed unanimously. (Include Contract)

### **Employee Vacation Buy-Back**

Vice-Chairman Jones made a motion seconded by Commissioner Wells to approve the Employee Vacation Buy-Back. The motion passed unanimously.

### **Employee Christmas Bonus**

Vice-Chairman Jones made a motion seconded by Commissioner Culbertson to approve the Employee Christmas Bonus. The motion passed four to one, with Commissioner Robinson voting against.

### **Set December Commission Meeting Date for December 10**

Vice-Chairman Jones made a motion seconded by Commissioner Robinson to Set December Commission Meeting Date for December 10. The motion passed unanimously.

### **Approval of the 2019 Holiday Schedule**

Vice-Chairman Jones made a motion seconded by Commissioner Culbertson to approve the 2019 Holiday Schedule. The motion passed unanimously.

### **To Hear Concerns from Citizens regarding the Hospital**

Dustin Durden approached the Board to share information. He spoke to the Board as a concerned citizen. He then passed out a list of suggestions that may help the hospital. Vice-Chairman Jones responded to Mr. Durden's comments pointing out the EMS ambulance transport history.

A citizen stated problem with the property owners' taxes increasing continually to support the hospital.

Glenn Deal stated he contacted Governor Nathan Deal as well as the Senator Jack Hill and House Representative Butch Parrish and it would require legislation changing the constitution of Georgia to allow SPLOST.

Chairman Thrift stated he called Emanuel County and spoke to Guy Singletary. The County funds \$22,000 per month to pay personnel. As well as an undetermined amount that fuel and ambulances are also purchased through the County. He thanked the citizens for attending expressing their concern about the hospital.

Mr. Hadden spoke to the Board and thanked them for their support.

### **Report from Chairman**

Chairman Thrift stated the following:

- Sheriff's Department spends about \$144,000.00 per year with the Candler County Hospital through inmate medical, meals and drug testing.
- Larry Hadden wrote a letter requesting the public meeting about the hospital be postponed.
- Chairman Thrift explained a short fall the County is currently experiencing.

**Report from County Administrator**

Mr. Aasheim mentioned the following items in his written report:

- District 5 Low Impact Bridge Program
- Animal Control – City Policy
- 2019 LMIG – Stillmore Highway
- Qualified for ACCG Discount Program
- 2018 LMIG – Excelsior Church Road partial payment invoiced
- Canoochee Road
- Industrial Park Repairs
- GEMA/FEMA input is delaying the Walking Trail repair

Chairman Thrift has request an update on the City of Metter paying for the 2017 Election. No response from Mr. Aasheim’s emails as to why they have not paid the invoice.

**Report from Attorney**

Mr. Gross elaborated on a meeting he had with one of the Hospital Authority members. Establishing an Appointed Committee was discussed.

**Report from Commissioners**

From District 2, Vice-Chairman Jones thanked everyone who worked through Hurricane Michael. Commissioner Wells had nothing to report from District 4.

From District 3, Commissioner Robinson reported on the courthouse renovations. He called Montgomery County and they had their courthouse painted by the Department of Corrections. Commissioner Culbertson had nothing to report from District 1.

**Executive Session**

Commissioner Robinson made the motion to enter an Executive Session at 7:21 p.m. seconded by Vice-Chairman Jones to discuss personnel only. The motion passed unanimously.

Vice-Chairman Jones made the motion seconded by Commissioner Robinson to adjourn the Executive Session and resume with the regular business meeting at 7:59 p.m. Motion carried unanimously.


Vice-Chairman Jones made the motion to authorize Chairman Thrift to sign the *Closed Meeting Affidavit*. Commissioner Robinson seconded the motion. Motion carried unanimously.

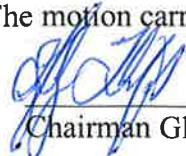
**Action Taken After Executive Session**

Vice-Chairman Jones made the motion seconded by Commissioner Wells to adjourn. The motion passed unanimously.

**Adjournment**

With no further business to discuss, Vice-Chairman Jones made a motion at 8:04 p.m. seconded by Commissioner Robinson to adjourn the meeting. The motion carried unanimously.

  
\_\_\_\_\_  
Maranda K. Lank, Clerk  
Attest

  
\_\_\_\_\_  
Chairman Glyn Thrift

# BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift  
Chairman

Brad Jones  
Vice-Chairman

Bryan Aasheim  
County Administrator

Donny Wells  
Commissioner

Wayne Culbertson  
Commissioner

David Robinson  
Commissioner

## CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA  
COUNTY OF CANDLER

### AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER


Glyn Thrift, 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 Monday, November 5, 2018.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 7:21 p.m.
- 4.

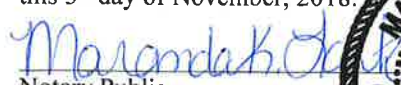
The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

- 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 5<sup>th</sup> day of November, 2018.

  
 \_\_\_\_\_  
 Glyn Thrift, Chairman  
 Board of Commissioners of Candler County

Sworn to and subscribed before me  
this 5<sup>th</sup> day of November, 2018.

  
 \_\_\_\_\_  
 Notary Public



1075 EAST HILTON BLVD, SUITE A, METTER, GEORGIA 30439  
 FAX (912) 685-4823



Contractor: Quality Tire Recycling, LLC  
465 Mallet Street  
P.O. Box 941  
Jackson, GA 30233  
Phone: 770.775.3304

DROP AND HOOK AGREEMENT

Customer Status:  New Customer  Existing-New Contract  Existing-Contract Renewal  Price Change  Service Change  
Service Type:  Drop & Hook  Cage  Roll Off

Contract Customer / Invoice to: Candler County Landfill Customer Account number: 22455  
Customer Name: ~~William E. Lindsey~~ Co. Admin. **Bryan Aasheim** FEIN No.: \_\_\_\_\_  
Address: 842 Landfill Rd  
City and State: Metter, GA Zip Code: 30439  
County: \_\_\_\_\_ Fax Number: 912-685-6297  
Phone Number: 912-685-2822  
E-Mail Address: \_\_\_\_\_

Check One: Proprietor  Partnership  Corp  State of Incorporation: \_\_\_\_\_

Service: Trailer transportation and processing, recycling and/or disposal of Customer's used tires ("Used Tires").

Service Location:  
Location Name: \_\_\_\_\_  
Address: Rt 2 Box 42-S  
City and State: Metter, GA Zip Code: \_\_\_\_\_  
County: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Service Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Effective Date of Service: 11/1/2018 Term: 12 months Estimated Volume: 3 Select one:  tons per year  loads per year

Service Fees (Subject to annual adjustment pursuant to Section 3 of the attached General Conditions):

Container Drop Fee: \$ 550.00  
Container Rent: \$ 100.00  
Cost Per Load or Ton: \$ 100.00 per (check one):  load  ton  
Overweight Charge (exceeding 15 tons per load): \$ \_\_\_\_\_ per (check one):  load  ton  
Standby Fee: \$ \_\_\_\_\_ per hour  
Rim Removal Fee: \$ extra per tire  
Current Diesel Fuel Surcharge: 7% (\$42.00) % percentage of billed revenue or charges  
Minimum Billing Per Load (if applicable) \_\_\_\_\_ tons

Billing Terms:  COD  Credit

Special Conditions: (Customer to initial below)  
1. Customer serviced with a 53' van trailer.  
2. We do not accept solid tires or tracks.  
3. \_\_\_\_\_

Customer Signature:  Date: 11/6/18  
(Authorized Representative)

Print Customer Name and Title: Bryan Aasheim Administrator

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Representative)

Print Contractor Name and Title: Doug Bernhardt - GM

Service Type (select one): <input type="checkbox"/> On Call <input type="checkbox"/> Schedule	Service Frequency (select one): If weekly, estimated collections per week: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 If not weekly, then every: <input type="checkbox"/> 2wks <input type="checkbox"/> 3wks <input type="checkbox"/> 4wks <input type="checkbox"/> 5wks <input type="checkbox"/> 6wks <input type="checkbox"/> Other: _____
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GENERAL CONDITIONS OF DROP AND HOOK AGREEMENT

Contractor named above or any of its applicable subsidiaries or affiliates performing hereunder ("Contractor") hereby warrants to Customer that all Used Tires collected from Customer shall be recycled, including reuse, in accordance with the used tire rules enacted by governing local, state and federal regulatory agencies.

12 months

1. Term. The initial term of this Agreement shall be ~~thirty-six (36) months~~ <sup>12 months</sup>, commencing on the Effective Date of Service, as may be extended herein ("Term"). At the end of the initial ~~thirty-six (36) month~~ <sup>12 month</sup> period and on each anniversary thereafter, the Term shall automatically be extended by one (1) additional year unless, at least sixty (60) days prior to the end of the Term, one party hereto notifies the other party hereto, in writing, that it does not wish to extend the Term beyond the then current expiration date. Such automatic extension and option to cancel such automatic extension shall continue until this Agreement expires in accordance with the terms of this provision, or is terminated as otherwise provided herein, or is terminated by the mutual agreement of the parties hereto. Contractor agrees that if Customer no longer requires any Service for its Used Tires due to discontinuance of its business or relocation outside the area in which Contractor provides Service, Customer may terminate this Agreement by delivering written notice to Contractor at least sixty (60) days prior to the intended termination date and making payment of all amounts due Contractor on or before such intended termination date. In the event Customer terminates this Agreement other than as provided above, or Contractor terminates this Agreement as a result of Customer's breach, Customer shall pay Contractor, as liquidated damages, a sum calculated as follows: (i) if the remaining Term of this Agreement is twenty-four (24) or more months, Customer shall pay the average of its past monthly charges multiplied by twenty-four (24); or (ii) if the remaining Term of this Agreement is less than twenty-four (24) months, Customer shall pay the average of its past monthly charges multiplied by the number of months remaining in the Term.

2. Exclusivity. Contractor has invested—and based upon this Agreement will invest—capital, expertise, time and resources to perform this Agreement. Accordingly, during the Term of this Agreement, (1) Customer agrees to deal, negotiate, and contract exclusively with Contractor for any and all Used Tire related services provided by Contractor to Customer under this Agreement, including without limitation, the transportation, processing, recycling, resale, and/or disposal of Used Tires (collectively, "Services"), (2) Customer agrees not to deal, negotiate, and/or contract with any other person, corporation, or other entity—whether directly and/or indirectly—for Services, and (3) in connection with this Agreement, the parties agree that each will not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, hinder, evade, or obviate (a) one another, (b) each other's interests in or to the benefits of this Agreement, and/or (c) the interests or relationships that either party has with any other person, corporation, or other entity including without limitation customers, manufacturers, producers, sellers, buyers, vendors, brokers, dealers, distributors, refiners, and/or shippers to affect, change, increase, decrease, and/or avoid, directly or indirectly, the obligations of one another under this Agreement.

3. Fees, Charges and Payment. Customer shall pay Contractor for its Services in accordance with the Service Fees set forth on the first page of this Agreement and these General Conditions. Customer shall pay Contractor at Contractor's address on page 1 of this Agreement. The Service Fees and other charges set forth herein shall be adjusted after the first anniversary of the Effective Date of Service to reflect (a) increases in the Consumer Price Index, and (b) an annual four percent (4%) increase of all Service Fees and other charges hereunder. The Container Rent Fee shall be charged if Customer fails to generate a loaded trailer during any calendar month. The Rim Removal Fee shall be charged for each and every Used Tire that has not been derimmed. Customer shall prepay the Trailer Drop Fee and the cost of the first load when the first empty trailer is delivered. Thereafter, Customer shall prepay Contractor for each load when the replacement trailer is delivered unless credit is extended and approved, in which case payment shall be due within fifteen (15) days of invoice. Contractor has the right, in its sole discretion, to pass through to Customer any and all environmental cost recovery charges, environmental compliance charges or other similar charges related to upgrading or maintaining Contractor's facilities, including without limitation such charges which Contractor incurs in order to operate any or all of its facilities at operating standards which are in excess of what may be required by applicable federal, state or local environmental laws or regulations. Interest shall accrue and be charged on all past due amounts at the rate of one and one-half percent (1.5%) per month until paid, and Customer shall pay all costs and expenses incurred by Contractor in collecting any past due amounts, including without limitation reasonable attorneys' fees. If payment is not made when due, or if Customer otherwise breaches the terms of this Agreement and fails to cure the same within five (5) days of written notice of such breach, Contractor may remove any equipment on Customer's premises, suspend the provision of Services and/or terminate this Agreement upon written notice to Customer, in which event Contractor shall be entitled to recover all amounts then due and, in the event of termination, the liquidated damages described above.

4. Fuel Surcharge. Contractor may impose a fuel surcharge in the event the cost of diesel fuel increases at any time, or from time to time, during the Term. The fuel surcharge shall be calculated based on increases in the cost of diesel fuel as published by the Energy Information Administration of the US Department of Energy ([www.eia.doe.gov](http://www.eia.doe.gov)) ("EIA") as determined by Contractor at any time, or from time to time, during the Term of this Agreement over a base cost of \$1.30 per gallon (the "Fuel Surcharge Percentage"). The resulting Fuel Charge Percentage shall be multiplied by the aggregate of Customer's billed Service Fees and other charges for the period determined by Contractor in order to determine the amount of such fuel surcharge. The fuel surcharge as of the date of execution of this Agreement shall be the percentage set forth on page 1 of this Agreement, and may be increased or decreased at any time, or from time to time, by the Contractor as necessary and appropriate.

5. Governmental Taxes, Fees and Charges. Customer shall be responsible for any and all taxes, fees or other charges imposed by local, state or federal laws and/or regulations upon the collection, transportation, processing, recycling and/or disposal of Customer's Used Tires.

6. Equipment. The word "equipment" as used in these General Conditions shall mean over-the-road bulk trailers provided by Contractor to Customer for the storage and transportation of Used Tires. All equipment shall remain the property of Contractor and Customer shall have no right, title or interest in such equipment. Contractor shall have the absolute right to remove or replace any and all equipment at any time, and Customer shall be obligated to eliminate any obstruction that might hinder Contractor in removing or replacing the equipment. Customer shall provide a stable, paved parking space for the equipment, and shall not overload, move or alter the equipment, or use the equipment for purposes other than the storage of Used Tires to be collected by Contractor. Customer shall be responsible for the equipment's safekeeping, and shall be liable to Contractor for all loss and/or damage to the equipment while in Customer's possession (including fire and theft) except for reasonable wear and tear. On collection day, Contractor shall have clear, unimpeded access to the equipment. If the equipment is blocked so as to delay or prohibit collection, any additional collection cost shall be classified as an extra pick-up and charged to Customer's account or Contractor may charge the Standby Fee. Customer agrees to carry insurance with sound and reputable insurers against fire, theft and other hazards, in such forms and in such amounts so that the value of the equipment located on Customer's premises shall at all times be covered from all such losses and risk and as Contractor may reasonably require, for the benefit of Customer and Contractor. Upon request, Customer shall provide Contractor with an insurance certificate evidencing the foregoing coverage. Customer shall not sell, lease, lend, move, transfer, encumber or pledge any equipment located on Customer's premises or allow any third parties to move or encumber the equipment located on Customer's premises. Customer shall give its secured lenders notice that Customer does not have an ownership interest in the equipment.

7. Used Tires. Customer warrants to Contractor that all Used Tires delivered by it hereunder shall not have been subject to any safety recall, whether official or unofficial, and not otherwise subject to a 'destroy only' obligation. Customer also warrants that the Used Tires delivered to Contractor shall be in as dry a condition as possible (no more than 10 milliliters of water in each) and shall be free of oil, petroleum and any other hazardous or toxic wastes as defined by local, state or federal laws and/or regulations. It is understood and agreed that Customer shall not deliver to Contractor any split or chopped tires, solid rubber tires, baled tires, tires containing a heavy accumulation of dirt, or tires exceeding 54 inches in height or 16 inches in width or any waste other than Used Tires (collectively, "Unacceptable Waste"). Customer further agrees that if any Unacceptable Waste is delivered by Customer, Contractor may, at its election, (i) return such Unacceptable Waste to Customer, or (ii) charge a supplemental fee to Customer for special handling and/or disposal of such Unacceptable Waste.

Customer initials BA  
Date 4/16/13

8. **Title.** Title to the Used Tires shall pass to Contractor upon either the (i) payment of Contractor's Service Fees and other charges due for such Used Tires, or (ii) removal of such Used Tires by Contractor from Customer's premises. If Customer fails to pay Contractor's Service Fees and/or other charges, Contractor, at its option, may unload and/or return Customer's Used Tires, in which event Customer shall remain liable to Contractor for 100% of the Service Fees and other charges due for such Used Tires. Notwithstanding the foregoing, title to and liability for Non-Conforming Tires shall always remain with Customer.

9. **Provision of Services.** To the extent not otherwise covered by insurance, Contractor shall be responsible for damages to Customer's property directly resulting from any actions of Contractor, its agents or employees in connection with providing the Services to Customer pursuant to this Agreement; provided, however, that Contractor shall not be responsible for any damages if Customer was aware of any condition affecting Customer's property which contributed to or caused such damage and did not inform Contractor.

10. **Indemnity and Related Provisions.** Customer agrees to pay, indemnify, defend, and hold harmless Contractor and its employees, agents, and representatives from and against any and all claims, causes of actions, controversies, demands, damages, losses, costs, fines and/or liabilities (collectively, "Causes of Action") relating to and/or arising out of (1) the operation, use, or possession of the equipment by Customer, (2) each and every deficiency, defect, characteristic, and/or other condition of Customer's property and/or Used Tires, including the delivery of Unacceptable Waste, (3) Customer's breach or nonperformance of any covenant, provision, representation or warranty made by Customer hereunder, (4) Customer's activities in connection with this Agreement or the Services, and (5) Customer's violation of any laws or regulations, save and except for Causes of Action resulting from Contractor's willful misconduct or grossly negligent conduct. This provision applies to and includes without limitation claims and causes of action for death, personal injury, and/or damage to property or the environment. This indemnification specifically includes any injury to Customer's employees that may result from the employee's handling or loading of Used Tires.

11. **Insurance.** In addition to Customer's obligations under Section 6 hereof, Customer shall maintain insurance in types and amounts appropriate for similarly situated persons. Without limiting the foregoing, Customer shall carry insurance adequate to cover all potential liabilities related to its business and its indemnification obligations under this Agreement.

12. **Right to Compete.** Customer grants Contractor the right to compete with any offer which Customer receives (or intends to make) relating to the provision of Used Tire collection, transportation, processing, recycling, resale and/or disposal services upon the termination of this Agreement, and agrees to give Contractor written notice of any such offer and a reasonable opportunity to respond to it. If Contractor agrees to provide services on the same terms as those set forth in the offer, Customer shall contract with Contractor for such services.

13. **Selling Used Tires.** Customer recognizes the value to the Contractor for those used tires that can be culled and sold as a used tire. The parties further acknowledge and agree that the pricing of the Service Fees set forth in this Agreement is premised upon no theft or diversion of Used Tires from the locations. Customer shall implement procedures to ensure individuals or businesses do not take, purchase, or damage such good used tires from the Customer's locations. Customer shall take precautions to keep used tires secure and contained to eliminate the risk of tire theft or damage. If such theft occurs, Customer shall provide Contractor access to its loss prevention department and cooperate with all investigations and possible prosecutions of such theft perpetrators. If such theft continues, Contractor, at its sole discretion, may increase Service Fees for that particular location.

14. **Default and Remedies.** In the event either party breaches this Agreement and fails to cure any such breach within five (5) days of written notice thereof, the non-defaulting party shall have all rights and remedies set forth in this Agreement and all rights and remedies available at law or in equity.

15. **Force Majeure.** Except for their respective obligations to pay any sums of money due hereunder, each party hereto shall be excused for any delay or failure in the performance of their respective obligations hereunder, and shall not be liable for failure to perform or considered in default hereunder, if and to the extent that such delay or failure is caused by occurrences beyond such party's reasonable control and is not caused by such party, including, but not limited to, governmental laws or regulations, strikes or other labor disputes, civil commotion, sabotage, acts of terrorism, war, fire, casualty, flood, earthquake, explosion, weather, or acts of God.

16. **Notice.** Any notice to be given hereunder shall be in writing and shall be delivered by hand, certified mail or overnight courier to the respective party at the address set forth on the first page of this Agreement or such other address as either party shall designate by written notice to the other party. Any such notice shall be deemed effectively served as of the date of delivery unless delivery is refused or cannot be made, in which event notice shall be deemed given upon mailing.

17. **Waiver.** The failure of Contractor or Customer to enforce, at any time or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision; provided, however, final payment to Contractor constitutes a full and final release of any claims that Customer may have against Contractor.

18. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be deemed amended to the extent necessary to conform to applicable law, or, if it cannot be so amended without materially altering the intention of the parties, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

19. **Governing Law & Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles, and any suit or cause of action brought to enforce the terms of this Agreement shall only be heard in the appropriate court of Allegheny County, Pennsylvania.

20. **General Provisions.** This Agreement (i) constitutes the entire contract between the parties with respect to the Services contemplated hereunder, (ii) may only be changed, modified or amended by a writing signed by both parties hereto, and (iii) shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement. If any conflict or differences exist in this Agreement between items that are printed and those that are typed or written, the typed or written language shall govern. Each party agrees, represents and warrants to the other that it has not made, and makes no statements, representations and/or warranties that are not contained in this Agreement, and neither party has relied on any fact, statement, representation, and/or warranty that is not contained in this written Agreement. Each party hereby represents and warrants that the execution and performance of this Agreement have been duly authorized by such party and that this Agreement is a valid and binding obligation of such party, enforceable in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall be deemed to be one and the same instrument. A facsimile or pdf signature binds the same as an original.

Customer Initials PA  
Date 11/6/18