

SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT

This Solid Waste Collection and Disposal Agreement ("Agreement") is made and entered into this ____ day of _____, 2025, by and between Ben Hill County, Georgia, by and through its Board of Commissioners (hereinafter referred to as "Owner"), and Golden Environmental, LLC (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Contractor wishes to provide solid waste services pursuant to an agreement with Owner; and,

WHEREAS, the parties desire to enter into an agreement setting forth the terms accordingly; and,

WHEREAS, Contractor understands that it must comply with all terms of this agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the adequacy of which is hereby acknowledged by the parties, it is hereby agreed as follows:

1. DEFINITIONS

As used herein, the following terms shall have the following definitions:

1.1 Acceptable Solid Waste

Mixed household solid waste, commercial solid waste, industrial solid waste, mixtures of household, commercial and industrial solid waste, and construction and demolition waste, all of which are permitted under the governing permits and applicable laws to be managed at the Landfill utilized by Contractor and that are not otherwise Unacceptable Solid Waste.

1.2 Animal Carcass

A deceased animal or portion thereof greater than ten pounds in weight that has expired from any cause except those slaughtered or killed for human use.

1.3 Approved Residential Containers

95-gallon carts shall be provided by Contractor. Contractor shall provide carts for new customers and replacement of broken, damaged, or stolen carts.

1.4 Bulky Waste

White goods, appliances, furniture and other materials with weights or volumes greater than those capable of being placed in Approved Containers, not to include construction demolition waste.

1.5 Construction and Demolition Debris

Waste building materials resulting from construction, remodeling, repair or demolition operations either residentially or commercially.

1.6 Domestic Waste

Waste, garbage, rubbish and trash as are ordinarily generated at a residence or light commercial establishment. By way of example, such waste includes, but is not limited to, waste accumulated from the preparation, processing, consumption, handling, packing, canning, storage and decay of food products, food containers and other consumer goods containers, waste wood, paper, plant, crockery, cloth, glass, small appliances, such as, fans, toasters, lamps, small chairs, packing materials, floor sweepings, and/or deceased animal matter of less than 10 pounds.

1.7 Environmental Laws

All applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation, or protection of human health and the environment (including, without limitation, ambient air, surface water, groundwater, land or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, substances or materials, including, without limitation, any matters related to Releases and threatened Releases of materials and substances.

1.8 Hazardous Waste

Any chemical, compound, mixture, substance or article which is now or later may be designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous waste" as that term is defined by or pursuant to Federal or State law or regulation.

1.9 Landfill

Means any state licensed Subtitle D landfill utilized by Contractor.

1.10 Commercial Unit

A business unit within the Service Area which uses dumpsters.

1.11 Light Commercial Unit

A business unit within the Service Area which uses an approved 95-gallon cart.

1.12 Refuse

Domestic waste generated at a residential unit, light commercial unit or commercial unit unless the context otherwise requires.

1.13 Release

Any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through the ambient air, soil, subsurface, water, groundwater, wetlands, lands or subsurface strata.

1.14 Residential Unit

A dwelling within the Service Area occupied by a person or group of persons. Each unit of an apartment, condominium dwelling or multi-family dwelling of any kind, whether of single or multi-level construction, shall be treated as a Residential Unit. On any one collection day, Contractor will collect from each Residential Unit all domestic waste in Approved Containers.

1.15 Roadside

At or near the curb and mailbox in front of any residence or business easily visible and accessible to Contractor. Such area shall be at least within 3 to 6 feet from the edge of the road and shall not block mailbox.

1.16 Special Services

Contractor may provide special services to subscribers on terms negotiated and agreed upon between the parties. However, when special services are being offered to any group of subscribers, Contractor must notify Owner, in writing, of the intent to provide these services, the nature of said services, and affirm that those services shall be available to all residents based on the same terms submitted to Owner for review and approval.

1.17 Unacceptable Solid Waste

Any and all solid waste which the Landfill utilized by Contractor is not authorized to accept for disposal pursuant to its permits and licenses, including, without limitation, highly flammable substances, Hazardous Materials, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, recycled waste, and other materials deemed by State or Federal law.

For purposes of this Agreement, "Unacceptable Solid Waste" also means:

(i) Any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall

determine from time to time to be harmful, toxic or dangerous or otherwise ineligible for disposal at the applicable disposal facility;

(ii) Explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

(iii) Any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the applicable disposal facility or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility or has an unreasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator of said waste and shall not be deemed to pass to Owner at any time, even if improperly disposed of in a landfill utilized by Contractor. Acceptable Solid Waste shall become property of Owner once legally and properly disposed of in a landfill utilized by Contractor.

2. TERM OF AGREEMENT

This Agreement shall be binding on all parties for a period three (3) years beginning on [REDACTED], 2025 and ending [REDACTED], 2028 (the "Term"). Upon the mutual agreement of the parties, this Agreement may be renewed for additional terms of single or multiple years. Prior to the end of the Term of this Agreement, the parties may enter into negotiations to establish acceptable terms for a new agreement or to extend this Agreement. Negotiations shall be completed no later than ninety (90) days prior to the end of the Term, and any new agreement or extension must be approved by Ben Hill County in an open meeting and then executed in writing before any such agreement shall be binding on the parties. The parties may at the end of the Term, temporarily extend this Agreement while negotiating any new contract desired by the parties. Any extension period will be included in the definition of "Term." This Agreement is subject to the multi-year provisions of O.C.G.A. § 36-60-13 and therefore, will automatically renew each annual period unless either party terminates the Agreement consistent with the provisions of this contract.

3. SERVICES

3.1 General Summary

Contractor shall provide services for the unincorporated area Ben Hill County (the "Service Area"). After collecting individual units, Contractor shall return Approved Residential Containers to their normal positions, replace or properly handle covers, and be responsible for cleaning spills by its employees or in any way caused by their actions. Contractor shall not block or impair access to driveways or mailboxes.

3.2 Specific Services

(a) Collection of Residential Solid Waste

Contractor shall furnish one (1) 95-gallon cart to every unincorporated Residential Unit that subscribes for Contractor's services ("Residential Waste Subscriber") and one (1) 95-gallon cart to every Light Commercial Unit that subscribes for Contractor's services ("Light Commercial Subscriber"). Carts shall remain the property of Contractor. Contractor shall collect unincorporated Acceptable Solid Waste from all Residential Waste Subscribers and all Light Commercial Subscribers (defined below) ("Residential Solid Waste") one (1) time per week at the curbside. The Residential Waste Subscriber and Light Commercial Subscriber shall place only unincorporated Residential Solid Waste in the cart and shall place the cart at the curbside no later than 7:00 am on the designated collection day and in a location as determined appropriate by Contractor. Contractor shall not be responsible for the collection of unincorporated Residential Solid Waste not placed in a cart, from any cart not in the proper location at the curbside, or waste other than Residential Solid Waste, unless otherwise provided for in this Agreement.

It shall be the responsibility of the Residential Waste Subscriber or Light Commercial Subscriber to properly use and safeguard the cart(s). Contractor shall maintain carts in a reasonably good condition. Contractor shall have the right to charge Residential Waste Subscribers and Light Commercial Subscribers for the cost of repair or replacement of the carts, if such repair or replacement is required as a result of Subscriber's excessive abuse, gross neglect or intentional damage, or due to fire. Contractor shall replace carts at no additional charge due to theft. Carts shall be of the same color and style. The color shall be selected or agreed upon by the Owner. Subscribers may request one additional cart for the approved contract price of **\$10.00 per month**, from Contractor for an additional volume of waste collection service. The additional cart price agreed upon herein, by the Owner and Contractor, shall not increase unless agreed to by both parties.

Contractor shall dispose of all waste at a suitable Landfill and shall be responsible for the payment of all fees associated with disposal. Contractor shall be acting under contract with and on behalf of Owner. In connection with this Agreement, Contractor is responsible for paying the tipping fees.

(b) Convenience Sites

Contractor shall service and collect the solid waste deposited at the two (2) convenience sites on an as-needed basis. Said convenience sites are already in

existence and in place. Contractor shall manage the collection and delivery of solid waste from the convenience centers to the Landfill.

Contractor shall dispose of all waste at a suitable Landfill and shall be responsible for the payment of all fees associated with disposal. Contractor shall be acting under contract with and on behalf of Owner. In connection with this Agreement, Contractor is responsible for paying the tipping fees.

In six (6) months, the parties will renegotiate the terms and conditions as to Contractor's service of the convenience sites referenced herein.

4. CONTRACTOR'S DELIVERY OF WASTE

4.1 Authorizations; Compliance with the Law

Contractor shall obtain or make available, as the case may be, all permits, licenses, authorizations, notifications, approvals, certificates or other similar documents or actions in connection with the transportation, shipment or delivery of waste contemplated hereby, whether Acceptable Solid Waste or Unacceptable Solid Waste. Contractor's activities hereunder shall comply in all material respects with all applicable federal, state and local governmental laws, regulations, ordinances, licenses, permits, orders, directives and rules relating to the collection and transportation of solid waste; provided, however, that the terms of this Agreement shall govern the obligations of Contractor where conflicting ordinances exist.

4.2 Waste Delivery Vehicles

Contractor shall deliver Residential Solid Waste to a suitable Landfill at its expense, in enclosed container vehicles or enclosed compactor vehicles complying in all material respects with all applicable regulations or procedures which are required by any governmental entity, including, but not limited to, any local rules and the permits pertaining to any suitable Landfill utilized by Contractor.

5. ADDITIONAL COMPENSATION

By the Effective Date, Contractor shall pay Owner One Hundred Seventy-Five Thousand Dollars (\$175,000.00). In exchange, Owner will transfer to Contractor its 2018 Peterbilt garbage truck, 1999 Volvo garbage truck, all commercial dumpsters, and all convenience site dumpsters. Contractor has observed the aforementioned items and accepts them "AS IS, WHERE IS." The parties will work together in good faith to effectuate the transfers.

6. METHOD OF CONTACT

All dealings, contacts, etc., between Contractor and the Owner shall be directed to the Owner's Chairman of the Board of County Commissioners and/or County Manager. Contractor shall designate its contact in writing to the Owner.

7. COLLECTION HOURS AND DAYS OF OPERATION

7.1 Hours of Operation

Collection of Residential Solid Waste shall not start before 7:00 am and shall be conducted on weekdays only; except in the event of holidays or unavoidable equipment issues which prevent compliance with this provision on a short term basis.

7.2 Collection Routes

Residential collection routes shall be established by Contractor and provided to Owners. Contractor will provide each resident with an information packet approved by Owners, which clearly describes the process of the residential waste collection program, with all pertinent information included.

There shall be no changes in routes which are not first approved by Owner. Notice shall also be given to Owner in writing, said notice to be provided no later than two weeks prior to the change of routes. Owner shall not unreasonably delay its approval of the same and approval shall be liberally granted in the absence of material concerns over service delivery. Anytime there is an approved route change, day of collection change, or other change that will impact customers, Contractor shall utilize newspaper notices and cart hangars to notify subscribers.

7.3 Holidays

Contractor shall observe the following holidays:

THANKSGIVING DAY

CHRISTMAS DAY

Contractor may observe the following holidays:

NEW YEARS DAY

MARTIN LUTHER KING'S BIRTHDAY (3RD MONDAY IN JANUARY)

GOOD FRIDAY

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY (1ST MONDAY IN SEPTEMBER)

CHRISTMAS EVE

In the event that the Landfill utilized by Contractor is closed in observance of holidays not provided herein, Contractor shall give two weeks' notice of said

closure to subscribers and Contractor may correspondingly observe said day as a holiday. The observance of any or all of the above holidays may be accompanied by the suspension of collection services on that holiday, provided, however, Contractor shall cause the collection of solid waste on the day following the holiday for those subscribers whose collection day falls on the observed holiday.

7.4 Complaints

All subscriber complaints about services shall be made directly to Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collection, Contractor shall investigate and, if such allegations are confirmed, shall arrange for the collection of the solid waste not collected within 24 hours after the complaint is received.

Contractor shall establish a written policy for addressing subscriber complaints as well as a methodology for documenting said complaint, the resolution of that complaint, and the duration of time associated with said resolution. Contractor shall provide Owner with a summary of any complaints, as well as a list of subscribers lodging said complaints. Owner expects Contractor to exercise a high degree of professionalism in the resolution of any subscriber complaint. Likewise, the efficiency with which complaints are resolved, and the satisfaction of the subscriber with Contractor's solution shall be a criteria by which Contractor shall be evaluated under this Agreement. Habitual poor response and/or resolution to subscriber complaints shall be a basis for Owners sanctioning in a manner suitable for the infraction as determined by Owners, including termination of this Agreement.

7.5 Local Office

Contractor shall be available at all times between the hours of 8:00 am and 5:00 pm of each normal working day, excepting Saturday, Sunday and holidays, and have an employee available via telephone with whom subscribers, or residents within the Service Area and Owner, its employees or agents may communicate to discuss or refer a complaint or inquiry regarding waste collection and disposal service provided hereunder. Contractor shall be equipped with sufficient telephones to adequately handle normal contacts from residential customers. Contractor shall provide approved and reliable communication equipment, such as radio or telephone, for communication between all collection vehicles and Owner's office.

7.6 Collection Equipment and Personnel

Contractor shall provide an adequate number of standard waste collection vehicles, together with properly trained personnel, to provide waste collection services as required under the terms of the Agreement. All vehicles, cans, and other equipment shall be late model and specifically designed for collection of residential solid waste and shall have fully enclosed leak resistant compaction bodies. Vehicles and equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle used by Contractor for performing the work hereunder shall

have clearly visible on each side the name and telephone number of Contractor. Contractor will require all of its employees and personnel to be courteous and considerate to all citizens. Employees shall wear uniforms or an identifying shirt that signifies that they are an employee of Contractor.

Any damage caused by Contractor or Contractor's equipment will be immediately corrected at Contractor's expense. This includes fluid leaks of any type.

7.7 Hauling

All refuse hauled by Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

7.8 Access

Contractor shall provide collection services to all Residential Waste Subscribers and Light Commercial Subscribers, located on publicly owned or private roadways accessible to standard waste collection vehicles and at locations currently being utilized by subscribers. Subscribers not accessible to standard waste collection vehicles or locations not currently being utilized by subscribers, the subscriber shall place carts at an accessible location on a publicly-owned or private roadway agreed upon by the subscriber and Contractor. If subscribers cannot place carts on publicly owned or private roadways accessible to standard waste collection vehicles and at locations currently being utilized by subscribers, then Contractor may offer to provide collection service at another location if the subscriber agrees to compensate Contractor for any additional costs incurred in providing such special service.

7.9 Collection Day Changes

There shall be no changes to collections days or schedules without written notice to Owner. Said notice to be provided no later than two weeks prior to the change in collection days or schedules. Owner must approve any changes in Contractor's collection schedule, if reasonable. Anytime there is an approved change day of collection, or other change that will impact subscribers, Contractor shall utilize newspaper notices and cart hangars to notify subscribers.

8. APPROVED CONTAINERS

Garbage placed for collection by Residential Units and Light Commercial Units shall be placed in Approved Residential Containers as defined herein.

9. EXTRAORDINARY MATERIALS

Hazardous waste, animal carcasses, construction debris, bulky wastes (all as defined herein), body wastes, abandoned vehicles, and large equipment and parts will not be collected by Contractor under the terms of this Agreement. Contractor, however, may collect such items under private agreement.

10. COLLECTION RATES AND OTHER FEES

Collection rates and other fees associated with this Agreement are attached hereto in Addendum A. Execution of this Agreement reflects the acceptance of the rates set forth in Addendum A. Any change in rates that may be provided for under this Agreement shall only be valid through a properly executed Addendum or Amendment, which is also approved in an open meeting by Owners and executed by both parties.

The base rate for the collection of municipal solid waste may be adjusted to match the percent increase, if any, in the consumer price index published by the Bureau of Labor Statistics of the United States Department of Labor, all items, for Urban Wage Earners and Clerical Workers, (Tue "CPI"). However, the increase shall be no more than 2% in any one year. In determining the percentage change, the base period shall be at all times the CPI as of the date of this Agreement. The base rate shall be those rates set forth on Addendum A.

The monthly collection rate in Addendum A for a subscriber's first can (\$25.00) contains a \$3.00 charge for Owner. The monthly collection rate in Addendum A for a subscriber's each additional can (\$11.50) contains a \$1.50 per month charge for Owner. Contractor shall collect this amount and disburse the total amount received to Owner on a monthly basis. The amount of this charge for Owner may be changed from time to time by Owner.

11. DISPOSAL RATES:

If tipping fees or other charges increase then Contractor, at its discretion, may also increase its price to accommodate for these changes in its cost structure. Any increases that Contractor may pass on to Subscribers as a result of increased fees from the Landfill that Contractor utilizes shall be limited to those agreed upon amounts as set forth herein. For this Agreement to be binding, Addendum A must be executed by the Parties thereby confirming the rates set forth therein. Any change in rates shall only be valid through a properly executed Addendum, which is also approved in an open meeting by Owners. If a Landfill utilized by Contractor raises its tipping fees or other charges, the adjustments discussed herein shall not affect Contractor's right to adjust rates of this Agreement pursuant to appropriate changes in the CPI. The base rate in this context shall be the appropriately approved rates occurring in connection with any change in tipping fees or expenses by the Landfill utilized by Contractor. If the Landfill utilized by Contractor increases its disposal rates, the following formula shall govern Contractors maximum rate increase as a result thereof:

For every \$1.00 increase per ton tipping fee, Contractor may raise its residential monthly rate by \$0.12 per month per can.

12. CONTRACTOR INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless Owner and its subsidiaries and affiliates, and their respective directors, officers, elected officials, agents and employees (the "Indemnified Parties"), from and against any and all liabilities, losses, damages, costs, expenses and disbursements, including reasonable legal fees and expenses, arising out of any claim or loss of or damage to property and injuries to or death of any persons, including

any Indemnified Parties, caused (i) by the breach of any material term, covenant, agreement or undertaking herein of Contractor or (ii) by the negligence or willful misconduct of Contractor.

13. BILLING AND COLLECTION

Billing and collection of all sums owed from subscribers for waste collection services shall be the responsibility of Contractor. Contractor shall immediately notify Owner of any delinquent accounts of 30 days or more and any location where domestic waste or refuse is being deposited without having a subscription for waste collection services. All complaints regarding billing shall be made directly to Contractor. Contractor shall give all complaints prompt and courteous attention.

14. INDEPENDENT CONTRACTOR STATUS AND CONTRACTOR PERSONNEL

Contractor shall assign a qualified person or persons to be in charge of its performance of this Agreement.

Contractor's collection employees shall wear a uniform or shirt bearing Contractor's name, as well as, appropriate reflective safety wear as necessary.

Each employee, subcontractor or assignee of Contractor who drives a vehicle pursuant to his or her duties under this contract shall, at all times, possess a valid Georgia driver's license for the type of vehicle he or she is operating.

Contractor shall provide operating and safety training for all personnel.

No person shall be denied employment or services by Contractor for reasons of age, race, sex, creed, religion, national origin or status of disability in violation of Federal or State law.

Services rendered by Contractor under this Agreement are not rendered as an Owner's employee, and amounts paid under this Agreement do not constitute compensation paid to an employee. It is understood that the relationship of Contractor and Owner is that of an independent contractor and Owner does not retain control of the mode, manner and/or method of performance of the work associated with this Agreement. The services performed under this Agreement shall be performed in accordance with good and accepted industry practices for contract operators providing similar services in the Southeastern United States.

The parties hereto expressly agree that Contractor, as an independent contractor, is not an agent or employee of Owners, and such as, is solely responsible for Contractor's own employment taxes, workers compensation premiums, and similar expenses and benefits. Owner assumes no liability for the actions of Contractor or its agents or employees. This Agreement does not create any joint venture, partnership, undertaking, or business between the parties hereto, nor any rights or benefits to third parties.

15. INSURANCE

Contractor shall maintain in full force and effect insurance of the type and in the amount set forth below. Contractor shall furnish to Owner with its execution and delivery of the Agreement and at each annual anniversary of the date of the Agreement, or at any time upon Owner's request, certificates of insurance or other evidence satisfactory to Owner to the effect that such insurance has been procured and is in force and certifying that Owner shall receive 30 days' notice prior to any modification, revocation, cancellation or non-renewal of said insurance. No such insurance coverage shall have retentions or deductibles of the insured in excess of \$10,000.00.00 per occurrence.

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
General Liability and Property Damage (Except automobile)	\$1,000,000.00 per occurrence \$2,000,000.00 aggregate
Automobile Bodily Injury and Property Damage Liability	\$1,000,000.00 \$100,000
Excess Liability Umbrella	\$5,000,000.00 aggregate
Pollution and Environmental Liability	\$5,000,000.00 per occurrence and Remediation Coverage

Owner shall be named as an "Additional Insured" on each such policy.

All insurance contracts or policies procured by Contractor pursuant to the above insurance schedule shall be in a form reasonably satisfactory to the Owner and shall be issued and maintained by insurance companies authorized to do business in the State of Georgia and reasonably acceptable to the Owner.

Any failure to provide such evidence of, or to maintain, insurance as required by this section shall be grounds for termination of the Agreement.

Contractor shall not be permitted to purchase any policy that allows payment of claims where costs and expense of litigation will diminish the required limits purchased pursuant to this liability contract.

16. FORCE MAJEURE

From and after the commencement date, Contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by an Act of God or such other cause or causes beyond the reasonable control of Contractor unless such cause is a result of action or non-action by Contractor.

17. DEFAULT

17.1 Events of Default:

Each of the following shall be an "Event of Default" under this Agreement:

- a. If either party fails to observe and perform any material term, covenant or agreement contained in the Agreement on its part to be performed and such failure continues for a period of 30 days after written notice specifying the nature of such failure and requesting that it be remedied; or Contractor makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereinafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of 60 days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order or relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers such custodianship, receivership or trusteeship to continue undismissed for a period of 60 days or more.

- b. Contractor fails to observe and perform any other material term, covenant or agreement contained in this Agreement on its part to be performed and such failure continues for a period of 30 days after written notice to Contractor specifying the nature of such failure and requesting that it be remedied.

18. REMEDIES ON DEFAULT

Upon an Event of Default, following the applicable periods set forth above, the non-defaulting party may terminate this Agreement in writing and pursue its rights under this Agreement and/or under Georgia Law.

- a. Terminate this Agreement, as of any date which the said other party may select provided curing.
- b. Cure the breach or default created by the breaching party, at the expense of the breaching or defaulting party; and/or,
- c. Have recourse to any other right or remedy to which it may be entitled by law, including but not limited to, the right for all damage or loss or suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or of any subsequent breach or default.

19. EXCLUSIVE CONTRACT

Contractor shall be the sole franchised contractor of Owner to provide residential solid waste collection services on behalf of Owner under the terms of the contract for the Service Area as defined herein.

20. NOTICE

A letter sent by certified United States mail to either party at the business addresses specified below shall be sufficient notice whenever required for any purpose in this contract. The addresses designated may be changed from time to time by written notice sent by certified U.S. mail as provided herein.

Contractor: Golden Environmental, LLC
Attention: Mr. Richard Golden
21 Farmers Market Road
Tifton, Georgia 31794
(229) 256-2883

Owner: Ben Hill County, Georgia
Chairman, Ben Hill County Board of Commissioners
402A E Pine St.
Fitzgerald, Georgia 31750
(229) 426-5100

21. **MODIFICATION**

This Agreement constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by all parties hereto. No contractual modification shall be binding on Owner in the absence of a legal vote by their governing boards.

22. **COMPLIANCE WITH LAWS**

Contractor shall conduct operations under this Agreement in compliance with all applicable federal, state, and local laws; provided, however, that the terms of this contract shall govern the obligations of Contractor where conflicting ordinances exist.

23. **ASSIGNMENT**

This Agreement may not be assigned or otherwise transferred without the express written consent of the parties.

24. **GOVERNING LAW / JURISDICTION**

This Agreement shall be governed by the laws of the State of Georgia both as to interpretation and performance. Both parties agree that venue for any legal action pursuant to this Agreement shall be in Ben Hill County, Georgia.

25. **ENTIRE AGREEMENT**

This Agreement and all exhibits/amendments/addendums hereto, contain the entire agreement between the parties. There are no other promises or conditions between the parties, either oral or written. This Agreement supersedes any prior oral or written agreements or contracts between the parties.

IN WITNESS WHEREOF, this agreement has been executed in duplicate original on the date and year first above mentioned.

BEN HILL COUNTY, GEORGIA

By: _____
Hal Wiley
Chairman, Board of Commissioners

Attest: _____

Sworn to and subscribed before me this
____ day of _____, 2025.

Notary Public
My Commission Expires: _____

GOLDEN ENVIRONMENTAL, LLC

By: _____
Richard Golden, President

Sworn to and subscribed before me this
____ day of _____, 2025.

Notary Public
My Commission Expires: _____

ADDENDUM A

<u>Residential Municipal Solid Waste Ben Hill County</u>	<u>RATE</u>
A. Ben Hill County Solid Waste Collection for Residential Units and Light Commercial Units	\$25.00/month
B. Additional Cart for Residential Units and Light Commercial Units	\$11.50/month
C. Late penalty (for subscribers who fail to timely pay)	\$5.00/month

Also, if Contractor fails for any reason, except when Contractor's performance is prevented by a Force Majeure event (Act of God), to collect residential solid waste from any residential unit in the service area at least once during any week, the sum due Contractor will be pro-rated based upon the number of collection days in the month, and Contractor may be penalized and may be required to pay Owner up to \$5.00 per week for failing to collect household garbage from any residential unit in the area at least once during any week.

