



ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Caleb Sinclair
DEPT: Environmental Management
DATE: 07/12/2021
SUBJECT: Cooking oil Recycling (Green Energy Biofuel)

PURPOSE OF CONTRACT:

This proposed agreement is between the Rowan County Dept. of Env. Mgmt. and **Green Energy Biofuel** for collection and recycling services of used cooking oil to be offered at select solid waste and recycling convenience centers. This is a zero value contract as no fee will be assessed to Rowan County for collection and recycling services provided by **Green Energy Biofuel**.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

- 1. Read and understand the terms of the contract.*
- 2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.*
- 3. I have secured and attached in MUNIS the Certificate of Insurance.*


Signature of Director

7-12-2021
DATE

310 S. Congress St.
Winnsboro SC-29180

www.GEBiofuel.com



TN (865) 622-7474

GA-NC-SC (803) 718-6323

USED COOKING OIL COLLECTION AGREEMENT

This Used Cooking Oil Collection Agreement (the "Agreement"), effective as of the date set forth below (the "Effective

[Redacted content]

The Parties, being duly authorized by their respective organizations, do execute this Agreement by signing below:

Green Energy Biofuel LLC:

GEB Representative: **Adam Padget**

Name

Signature

Customer: **Rowan County Environmental Management**

Authorized Person:

Title:

Date:

Contact Person:

Signature:

Address:

Email:

Cell:

Phone:

Locations:

- 1.) Dunn's Mountain Road Convenience Center - 1735 Dunn's Mountain Road, Salisbury, NC 28146
- 2.) Goodnight Road Convenience Center - 3282 Goodnight Road, Salisbury, NC 28147
- 3.) Providence Church Road Convenience Center - 1985 Providence Church Road, Salisbury, NC 28146
- 4.) Recycling Processing Center - 1102 N Long Street Extension, East Spencer, NC 28039
- 5.) Rock Grove Convenience Center - 255 Rock Grove Church Road, China Grove, NC 28023
- 6.) Rowan County Landfill - 789 Campbell Road, Woodleaf, NC 27054
- 7.) Stokes Ferry Road Convenience Center - 8835 Stokes Ferry Road, Gold Hill, NC 28071
- 8.) Woodleaf & Campbell Road Convenience Center - 665 Campbell Road, Woodleaf, NC 27054

Exhibit A: Additional Terms and Conditions

1. Indemnification: GEB will hold harmless and indemnify the County against any and all claims, demands, suits, actions, damages and causes of action related to or arising out of or in any way connected with the rendering of the services, including, without limitation, expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the County's performance of the terms and conditions of this Agreement.
2. Termination: The County may terminate this Agreement for any reason by giving 30 (30) days written notice to GEB.
3. GEB warrants to County that all material and equipment furnished under this Agreement shall be of good quality, in working condition, and up to acceptable industry standards. GEB warrants to County that services, labor, and work furnished under this Agreement shall be performed in accordance with the standard of care and diligence normally practiced by recognized firms this type in performing services of a similar in nature. Any work not confirming to these requirements shall be considered defective.
4. Customer represents and warrants that it is (a) a validly organized entity under the laws of the jurisdiction of its incorporation and has the authority to enter into this Agreement; (b) it has all right, power, and authority necessary to enter into this Agreement, perform its obligations hereunder and grant the rights it grants to GEB hereunder; and (c) its performance of this Agreement, GEB's exercise of its rights under this Agreement, will not conflict with or result in a breach or violation of any of the terms or provisions or constitute a default under any agreement by which it is bound or any applicable law, rule or regulation.
5. It is understood by the parties that one party is an independent contractor with respect to the other party, and that this Agreement does not form a partnership, joint venture or employment relationship between the parties.
6. GEB shall not be liable for any loss, damage, detention or delay due directly or indirectly to causes beyond its reasonable control, such as acts of God, acts of Customer, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.
7. This Agreement may only be modified or amended if the amendment is made in a tangible writing and is signed by both parties.
8. The parties shall have all of the rights and remedies provided by law in addition to the rights and remedies set forth in this Agreement and in any other agreement or writing between the parties. Each party's rights and remedies are cumulative and may be exercised from time to time. A party's pursuit of one right or remedy shall not constitute an exclusive election or otherwise preclude or limit its pursuit of any other or additional right or remedy.
9. Severance. Should any part of this Agreement be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Agreement as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.
10. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. A waiver or consent given on one occasion is effective only in

that instance and will not be construed as a bar to or waiver of any other right on any other occasion.

11. Governing Law. The laws of North Carolina shall govern this Agreement. In any litigation arising under this Agreement, the Parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in the Circuit in Rowan County, North Carolina.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff Insurance Services
2000 Center Point Rd, Ste 2400
P. O. Box 8628, 29202
Columbia, SC 29210

CONTACT NAME: Jen Ridgill

PHONE (A/C, No, Ext): 803 748-0100

FAX (A/C, No): 8774677214

E-MAIL ADDRESS: Jen.Ridgill@mcgriff.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Crestbrook Insurance Company

18961

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Green Energy Biofuel LLC
310 S Congress St
Winnsboro, SC 29180

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | CPP143765A | 04/30/2021 | 04/30/2022 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | CPP143765A | 04/30/2021 | 04/30/2022 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | CU143765A | 04/30/2021 | 04/30/2022 | EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y N/A | WCC143765A | 04/30/2021 | 04/30/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Joseph Renwick, President

Beth Renwick, CFO

FOR INFORMATION PURPOSES ONLY

CERTIFICATE HOLDER

Green Energy Biofuel LLC
310 S Congress St
Winnsboro, SC 29180

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

G. L. Renwick Jr.