

1 Introduced April 23, 2024, by Councilman
2 Tamborella, seconded by Councilwoman
3 Haggerty, (by request of Administration)

4 **Item No. 24-04-3527**

5
6 **ORDINANCE NO. 4167**

7
8 An ordinance granting a nonexclusive time contract for the collection,
9 transportation, and disposal of garbage and trash and for recycling services from
10 residential units in the City to Coastal Environmental Services of LA, LLC and amending
11 certain provisions of Chapter 23 of the City of Slidell's Code of Ordinances related to solid
12 waste.

13 WHEREAS pursuant to La. R.S. 33:4169.1, the governing authority of a municipality
14 has the authority "[t]o grant permits, licenses, exclusive or nonexclusive franchises, or any
15 combination thereof to garbage and trash collectors and disposers" and "to enter into time
16 contracts for the collection and transportation of garbage or trash for a term of up to ten
17 years"; and
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19
20 WHEREAS the City has determined that it is in the best interest of its residents to
21 award a nonexclusive time contract for the collection, transportation, and disposal of
22 garbage and trash and for recycling services from residential units in the City to Coastal
23 Environmental Services of LA, LLC, under the terms and conditions of the agreement
24 attached hereto as Exhibit A; and
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27 WHEREAS Coastal Environmental Services of LA, LLC currently provides waste
28 and recycling services to City residents, and it also contracts directly with many
29 businesses throughout the City for waste services; and
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32 WHEREAS the City also wishes to amend certain provisions of Chapter 23 of its
33 Code of Ordinances to account for the terms of the new contract.
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36 NOW THEREFORE, BE IT ORDAINED by the Slidell City Council as follows:
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- 4 1. The City of Slidell, Louisiana hereby grants Coastal Environmental Services of LA,
5 LLC a nonexclusive time contract for the collection, transportation, and disposal of
6 garbage and trash and for recycling services from residential units in the City under
7 the terms and conditions of the agreement attached hereto as Exhibit A, and it
8 hereby authorizes the Mayor to execute said contract on behalf of the City and any
9 documents necessary to implement and/or administer same.

10 This grant and authorization shall be effective upon adoption of this Ordinance.

- 11
12 2. Chapter 23 of the City of Slidell's Code of Ordinances is hereby amended and
13 restated as follows, at the following sections noted:

14 Section 23-1. - Adoption of Contract.

15
16 The Time Contract for the Collection, Hauling, Recycling and Disposal of
17 Municipal Solid Waste and Recyclable Materials from Residential Units in the
18 City of Slidell between Coastal Environmental Services of LA, LLC and the
19 City of Slidell, effective July 1, 2024, as it may be from time to time amended
20 or superseded, is hereby incorporated herein by reference.

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22 Section 23-2. - Collection Fee.

23
24 (a) Beginning with the bill for July 2024 waste services, each residential unit
25 within the city shall be charged the sum of \$20.25 per month for garbage and
26 trash collection, transportation, and disposal and collection, transportation,
27 and disposition of recyclable materials.

28
29 (b) Beginning January 1, 2026 and every calendar year thereafter, the fee
30 specified herein may be, without further council action, adjusted up by the
31 city, acting through its administration, by a percentage amount equal to the
32 percentage change in the Consumer Price Index, All Urban Consumers
33 ("CPI"), published by the Department of Labor, Bureau of Labor Statistics for
34 the previous calendar year or five percent, whichever is less.

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36 (c) Should the council approve any petition by its garbage contractor for a
37 rate increase due to material and unforeseen changes in the cost of
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4 operations which are not otherwise the basis for any rate adjustment, it may
5 add all or a portion of said rate increase to the residential unit fee provided
6 for in this section.
7

8 (d) Each residential unit shall be sent a bill at the address of the unit or at
9 such other address as the account holder shall indicate to the city. The
10 account holder is responsible for the payment of the bill. If the bill for the
11 services is not paid within 30 days of its due date, the city may serve a 30-
12 day notice by certified mail to the account holder and, if different, the
13 owner(s) of the property as listed on the property tax rolls. Thereafter, if the
14 account is not brought current, the city may direct its contractor to withhold
15 solid waste collections serviced to the unit, and the city shall have, when duly
16 recorded in the land records of St. Tammany Parish, a lien and privilege
17 upon the real property of such owner(s) for the reimbursement of such
18 expenses including attorney's fees, and such amount shall be carried as an
19 assessment against the property upon the tax rolls and may be collected in
20 the same manner as are all taxes of the city.
21

22 (e) When solid waste collection services are withheld to a unit because of
23 nonpayment of fees due, it shall be the duty of the resident(s) and owner(s),
24 in solido, to have the solid waste removed from the premises weekly and to
25 see that no undue accumulation has occurred. Failure to do so is hereby
26 deemed a misdemeanor punishable as provided in section 1-12 of this Code.
27

28 * * * *

29
30 Section 23-4. - Collection specifications.
31

32 Collection of residential refuse shall not commence before 6:00 o'clock a.m.,
33 and shall be completed by 8:00 o'clock p.m. on any single collection day.
34 Emptied garbage cans, recycle bins, and uncollected material exceeding
35 collection standards shall be removed from the street right-of-way by noon on
36 the day following that day on which the collection vehicle has completed
37 collections in the particular geographical collection area. Failure to remove
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4 the garbage can, recycle bin or other material by noon on the day following
5 collection shall be considered littering. The police department and the
6 department of building safety shall have the authority to enforce this provision
7 regarding hours for the removal of garbage cans, recycle bins, and other
8 materials for collection.

9
10 Collection of commercial refuse or commercial recyclables may not be
11 conducted between the hours of 10:00 p.m. and 6:00 a.m. where the
12 dumpster or other commercial refuse container is within 200 feet of any
13 private residence, including any single-family home, apartment, residential
14 complex, condominium, or multifamily living facility. Where the dumpster or
15 other commercial refuse container is more than 200 feet from residential
16 property, then the collection times stated above do not apply.

17
18 Section 23-5. - Disposal of waste and other materials not covered by city's
19 residential collection contract.

20
21 (a) Responsibility for the proper collection, transportation, and disposal of
22 waste and other materials to be disposed of that are ineligible for collection,
23 transportation, and disposal under the terms of the city's Time Contract for
24 the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and
25 Recyclable Materials from Residential Units or the terms of an active, city-
26 approved emergency debris collection action lies with the owner or occupant
27 (as the case may be) of the property at which such items are being set out for
28 disposal. Such items must be securely tied, bagged, wrapped, or placed in a
29 container such that they cannot be scattered upon the streets of the city.
30 Such items may not be left between the curb and sidewalk (or parking area if
31 no sidewalk) for a period of more than 18 hours.

32
33 (b) In the event a premises is vacated or a tenant is evicted therefrom, and
34 the owner, landlord, tenant, or a third party removes from the premises some
35 or all of the contents therein for disposal or abandonment, and said contents
36 do not fit within the on-site container(s) used for normal solid waste pick-up
37 on a single date, said person shall, prior to removing such items from the
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4 premises, secure a permit from the planning department for the placement of
5 a dumpster on-site, and said person shall secure and place such a dumpster
6 on-site for the disposal of such items. A dumpster secured for such purposes,
7 including any replacement dumpsters therefore, shall not remain on-site for a
8 period longer than 14 days from the date of the issuance of the permit. The
9 planning department shall provide the applicant with a permit approval form
10 which must be and remain affixed to the side of the dumpster during its use.

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12 These amendments and restatements shall become effective July 1, 2024.

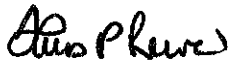
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14 **ADOPTED** this 14th day of May, 2024.

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17 Kenny Tamborella
18 President of the Council
19 Councilman, District E

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21 Greg Cromer
22 Mayor

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25 Thomas P. Reeves
26 Council Administrator

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DELIVERED	5/15/24
3:45 pm	to the Mayor
RECEIVED	5/23/24
12:36 pm	from the Mayor

EXHIBIT A

TIME CONTRACT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF MUNICIPAL
SOLID WASTE AND RECYCLABLE MATERIALS
FROM RESIDENTIAL UNITS
IN THE CITY OF SLIDELL

THIS TIME CONTRACT (this "Agreement") is made and entered into effective as of the 1st day of July, 2024, by and between Coastal Environmental Services of LA, LLC ("CES"). and the City of Slidell (the "City").

WHEREAS, the City, subject to the term and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the non-exclusive license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste and Recyclable Materials from Residential Units (as such terms are defined herein) with the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreement set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS

The following terms, as used herein, will be defined as follows:

Bulky Item – Any household item measuring more than either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators (with refrigerant removed), stoves, washing machines, water tanks, chairs, couches, and other similar household items.

Business Day – Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the City.

Cart Content Only – refers to the household residential solid waste that is to be placed in the 95-gallon or other approved cart that is similar in shape and size. The contents of the cart should be bagged.

Commercial Unit – Any commercial facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials during, or because of, its business, including, but not limited to, restaurants, stores, and warehouses. Commercial units are not included as part of this residential contract.

Residential Solid Waste Cart - A receptacle, provided to the City by the Service Provider and utilized by a Residential Unit or the City for collecting Residential Municipal Solid Waste. The Residential Solid Waste Carts are designed to hold between sixty-five (65) gallons and ninety-five (95) gallons of Solid Waste. A resident may purchase their own cart in similar shape and size but it must be approved by CES in order to be serviced. No round cans or carts that do not meet the requirements of the carts specified in this contract will be serviced.

Dumpsters – commercial dumpsters that are located at specific locations listed in Exhibit A and are referenced in Section 6 of this contract. The dumpsters will be 2yd, 4yd, 6yd and 8yd in size. The roll off dumpsters can be 20yd, 30yd and 40yd in size.

Green Waste – Grass, leaves, flowers, stalks, stems. Christmas trees and tree trimmings that are generated by a Residential Unit, and not by any third-party contractor of any such Residential Unit. Tree trunks and limbs shall not exceed 50 pounds in weight or 12 inches in diameter. Trees, limbs, branches, etc. need not be bundled or tied. However, limbs and branches shall be no longer than 4ft. Grass, leaves, flowers, and other yard waste of the like shall be bagged. This does not include green waste generated by contractors. Green Waste generated by contractors should be removed by contractors.

Handicapped Residential Unit – Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Residential Municipal Solid Waste or Recyclable Materials at the curbside, and that generates and accumulates Residential Municipal Solid Waste or Recyclable Materials. The identities of the members of a Handicapped Residential Unit shall be certified by the City's Chief Administrative Officer and agreed to by the Service Provider.

Hazardous Waste – Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any Federal or State of Louisiana statute, rule, order, or regulation.

Holidays – The following days are the current days that CES does not provide any services including the collection of Residential Solid Waste and Recyclables:

1. New Year's Day (January 1st)
2. Thanksgiving Day
3. Christmas Day (December 25th)

Landfill – Any facility or area of land receiving Residential Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Louisiana Department of Environmental Quality (“LDEQ”) within the State of Louisiana, or the appropriate governing agency for landfills located outside the State of Louisiana.

Residential Municipal Solid Waste – Solid Waste resulting from or incidental to activities and operations at a Residential Unit. Residential Municipal Solid Waste does not include Construction and Demolition Waste or contractor waste, Hazardous Waste, storm debris/waste or any other waste generated by any type of natural disaster.

Residential Recyclable Materials –

- a) Newspapers, magazines and catalogs, and other paper items such as mail, paper bags or other paper. No plastic bags. No glass.
- b) Metal cans composed of tin, steel, or aluminum (excluding scrap metal); and
- c) Plastic containers including all varieties of the types of designated as #1, #2.

Residential Recycling Cart – A receptacle with sixty-five (65) gallons of capacity that is provided to a Residential Unit for the collection of Recyclable Materials. No round cans or carts that do not meet the requirements of the carts specified in this contract will be serviced.

Residential Unit – Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Residential Municipal Solid Waste.

Solid Waste – As defined by the EPA under 40 C.F.R. -261.2(a)(1), or by the State of Louisiana under the Louisiana Solid Waste Regulations- 115 whether such waste is mixed with or constitutes Recyclable Materials.

Storm Waste and Debris – Any type of debris that is generated due to a hurricane, tornado or other type of natural disaster that would be collected under a pre-negotiated storm debris removal contract. Storm Waste and Debris is placed at the curb and is separated from residential municipal solid waste and residential recyclable materials.

White Good – Any item measuring more than either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bathtub, heater, hot water heater, refrigerator, sink or washer or dryer. White Goods containing refrigerants will not be collected by CES unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

SECTION 2. NON-EXCLUSIVE AGREEMENT.

The City hereby grants to CES, in accordance with the City's ordinances and regulations governing the collection, hauling, recycling and disposal of Residential Municipal Solid Waste and Recyclable Materials, the non-exclusive franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste and Recyclable Materials from Residential Units over, upon, along and across the City's present and future streets, alleys, bridges and public properties. This Agreement shall not constitute a franchise or exclusive right to collect from Commercial Units within the City.

SECTION 3. OPERATIONS.

- A. **Scope of Operations.** It is expressly understood and agreed that the CES will collect, haul and dispose of all Residential Municipal Solid Waste and Recyclable Materials (as provided herein) (i) generated and accumulated by

Residential Units receiving the services of the CES (or otherwise generated and accumulated in the manner herein provided by those Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

- B. Cart Content Only – This is a Cart Content Only contract. The Contractor shall only pick up bagged Residential Solid household waste that is placed inside of the 95-gallon cart, or approved cart that is similar in shape and size, that is placed at the curb. The Contractor shall not pick up any household garbage placed in bags outside of the cart, including cardboard boxes. All cardboard boxes should be broken down and placed in carts. Only approved 65 -gallon and 95-gallon cart(s) should be used. No round cans will be serviced. Residents will use their current 95-gallon and 65-gallon carts.
- C. Nature of Operations. The City hereby grants to CES, in accordance with the City's ordinances and regulations governing the collection, hauling and recycling or disposal of Residential Solid Waste, Municipal Solid Waste, and Recyclable Materials, the title to all residential Municipal Solid Waste, and Recyclable Materials collected, hauled and recycled or disposed of by the CES over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

SECTION 4. REGULAR COLLECTIONS.

- A. Residential Municipal Solid Waste Collections. CES will collect residential Municipal Solid Waste from Residential Units twice per week; provided, that (i) such Residential Municipal Solid Waste is placed in 95 gallon carts provided by the CES, or approved carts that are similar in shape and size, and (ii) such cart(s) are placed within the three (3) feet of the curbside or right of way adjacent to the Residential Unit no later than 5:00 a.m. on the scheduled collection day. The Service Provider shall only be responsible for collecting, hauling and disposing of the residential Municipal Solid Waste placed inside the 95-gallon Cart(s) or other approved cart(s). Residential Municipal Solid Waste in excess of the cart(s) limits or placed outside or adjacent to the cart(s), will not be collected by the Service Provider. However, such excess or misplaced residential Municipal Solid Waste may be collected on occasion

and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider, in its sole discretion. Each Residential Unit may purchase another Residential Solid Waste Cart for excess residential Municipal Solid Waste or as a replacement for any cart that was the property of CES which is missing or lost from the Residential Unit or damaged beyond its practical use for \$85.00 per Roll-Out.

- B. Recyclable Materials Collection. CES will collect Recyclable Materials from Residential Units once per week; provided, that (i) such Recyclable Materials including cardboard, are placed in 65-gallon recycling cart(s), and (ii) such Recycling Carts are placed within three (3) feet of the curbside or right of way adjacent to the Residential Unit no later than 5:00 a.m. on the scheduled collection day. The Service Provider shall only be responsible for collecting, hauling, and recycling of Recyclable Materials placed inside Recycling Containers. Recyclable Materials more than the Recycling Containers limits, or placed outside or adjacent to the Recycling Containers, will not be collected by the CES. Each Residential Unit may purchase another Recycling Cart for excess Recyclable Materials or as a replacement for any Recycling Container which is missing or lost from the Residential Unit or damaged beyond its practical use for \$85.00 per Recycling Container.

CES and the City agree that the services for Recycling can be reviewed at any time throughout the contract and that the service for the collection of recyclables can be removed from the contract as long as both parties are in agreement of the date for removing these services.

- C. Handicapped Residential Units. Notwithstanding anything to the contrary contained herein, CES agrees to assist Handicapped Residential Units with house-side collection of their containers provided that CES receives prior written notice from the Handicapped Residential Unit of such special need. The City shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable laws or regulation in connection with the services provided hereunder to Residential Units. CES will only service approved cart(s) that are in front of on our side of the residence. CES will not service any cart(s) that are behind a fence or in the rear of a residence.

SECTION 5. BULKY ITEM AND GREEN WASTE COLLECTIONS.

- A) Pre-Arranged Collections. CES will collect an unlimited amount of Bulky Items and Green Waste from Residential Units twice per month: provided that the Bulky Items and Green Waste (i) are put in separate piles when placed at the curbside. The Bulky Waste and Green Waste piles should be placed at the curb no later than 5:00 am on the Monday morning of the week CES will be in their zone as specified in Exhibit B, and (ii) the Bulky and Green Waste are reasonably contained. CES shall only be responsible for collecting, hauling, and recycling or disposing of Bulky Items and Green Waste from those Residential Units that have complied with Section 1 and this Section 5.A. CES will not be responsible for collecting green waste that was generated due to the trees being cut down by contractors. CES will not be responsible for collecting and disposing of bulky waste left at the curb due to evictions. CES will notify the City of Bulky Waste piles that are at the curb in which CES feels is due to an eviction and/or are outside the scope of Operations of this agreement. White Goods containing refrigerants will not be collected by CES unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.
- A. Negotiated Collections. It is understood and agreed that the Services provided under Section 5 do not include the collection of Bulky Items, Bundles, Construction and Demolition Waste, White Goods or any materials resulting from evictions, remodeling, general property clean-up or clearing of property for the preparation of construction. However, CES may negotiate an agreement on an individual basis with the owner or occupant of a Residential Unit regarding the collection of such items.

SECTION 6. MUNICIPAL COLLECTIONS (Dumpsters and Roll Offs).

- A) CES will provide collection of Municipal Solid Waste from the locations listed in Exhibit A. The City shall specify the levels of service and reasonably determine the frequency of service to the locations listed in Exhibit A. The current frequency of collections and rates for each location are listed in Exhibit A.

- B) Special Events – the City may request that CES collect Municipal Solid Waste that is generated for Special Events such as Mardi Gras. This service would be considered separate from the services listed in Sections 3, 4, and 5 of this agreement. The pricing for providing services for special events is listed in Exhibit D.

SECTION 7. PUBLIC COMMUNICATION

CES shall furnish Residential Units and the City, information regarding pick-up times collection days, Holidays, CFC evacuation, Roll-Out and Recycling container replacement and collection routes.

SECTION 8. TITLE TO EQUIPMENT

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including but not limited to containers provided by CES in connection with the Services, shall always remain the property of CES.

SECTION 9. RATES AND FEES

Subject to adjustment as provided in Section 10, hereof, for the services provided to Residential Units under Section 4. A., Section 4.B, and Section 5. A., hereof CES shall charge \$30.25 per month for each residential Unit. This rate applies to all residential units that are located within the City's corporate limits and billed by the City for water and sewer services. This rate will remain the same for the first eighteen (18) months of this agreement, that is effective July 1st, 2024. The rate is then subject to change due to any rate adjustment listed in Section 10 of this agreement.

SECTION 10. RATE ADJUSTMENT

- A. CPI adjustment Beginning on January 1st, 2026, and on each January 1st of this agreement thereafter, CES shall have the right in its sole discretion and upon giving prior notice to the City to increase the rates set forth in Section 9 hereof (the "initial rates") in accordance with the CPI. As used herein, "CPI" shall mean Consumer Price Index, All Urban Consumers published by the

Department of Labor, Bureau of Labor Statistics. At the start of the year, beginning January 1st, 2026, and every year thereafter, the fees of compensation may be adjusted by a percentage amount equal to the percentage change in the CPI for the previous calendar year or 5%, whichever is less.

- B. Changes in Operation. No sooner than January 1, 2026, CES may petition the City for additional rate and price adjustments on the basis of material or unforeseen changes in the cost of operations which are not otherwise the basis of any other rate adjustment herein, including but not limited to changes in the cost of diesel fuel above \$3.40 per gallon, CPI increases greater than 5%, changes in the cost of disposal or changes in the disposal facility (each only to the extent not reflected in any CPI increase). At the time of any such petition, CES shall provide the City with all documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition, or delay its consent to any requested rate increase.

SECTION 11. EXCLUSIONS

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, recycling or disposal of any Hazardous Waste, Storm Waste, Construction and Demolition Debris, animal or human, dead animals, auto parts or used tires from any container provided by CES located at any residential unit. However, CES may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of construction and demolition waste, auto parts or used tires.

SECTION 12. TERM OF AGREEMENT

The term of this Agreement shall be for a period of five (5) years, commencing on July 1st, 2024, and concluding on June 30th, 2029. The initial term of the agreement shall be extended for a successive five-year term, unless either party provides written notice to the other party of its intent not to renew this Agreement, not less than ninety (90) days prior to the expiration of the initial term and not more than one hundred eighty (180) days prior to the expiration of the initial term. Any such written notice shall be served by certified mail. Return receipt requested or via

nationally recognized overnight carrier, in accordance with the provisions of the Agreement.

SECTION 13. ASSIGNMENT

This agreement shall not be assignable or otherwise transferable by CES without the prior written consent of the City; provided, however, that CES may assign this Agreement to any direct or indirect affiliate or subsidiary of CES or to any person or entity succeeding to all or substantially all CES's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

SECTION 14. ENFORCEMENT

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the CES to provide the Services set forth herein. To the maximum extent allowed by applicable law, the City also hereby grants to CES the right of ingress and egress from and upon the property of Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 15. NUMBER OF RESIDENTIAL UNITS

For the 12-month period ending June 30th, 2025, the number of residential units encompassed within this contract is 9,655. Thereafter, CES may seek an adjustment of the number of residential units on an annual basis. CES shall give the City reasonable advance notice of the count and the City shall accompany CES during that count. Should the City decline to participate in the count shall establish the number of residential units calculated by CES pursuant to the count, the number of residential units encompassed within the contract; however, CES's record of count shall be subject to inspection and review by the City. Should the City elect to participate in the count and the City agrees with the number of residential units calculated by CES pursuant to the count, the number of residential units calculated by CES shall establish the number of residential units encompassed within the Contract. Should the City elect to participate in the count and the City disagrees with the number of residential units calculated by CES, then the matter shall be subject to mediation. Expenses of mediation shall be paid by the non-prevailing

party or shall be shared if neither party prevails. Pending the outcome of the mediation, the number of residential units calculated by the City shall be utilized. The City may also seek a contract count adjustment on an annual basis. Any count requested by either party should be cross-checked against active City utility accounts, and the parties may agree to use active City utility accounts alone as the basis of a contract count adjustment. Any disagreements on contract counts shall be subject to mediation

SECTION 16. SPILLAGE

Notwithstanding anything to the contrary contained in Section 5 hereof, it is understood and agreed that CES shall not be required to clean up, collect or dispose of any loose or spilled Residential Municipal Solid Waste or Recyclable Materials not caused by CES rendering of the Services, or be required to collect and dispose of any excess Residential Municipal Solid Waste or Recyclable Materials placed outside of the roll-outs or recycling containers by any Residential Unit. CES shall report the location of such conditions the City so that the City can issue proper notice to the owner or occupant of the Residential Unit instructing the owner or occupant to properly contain such Residential Municipal Solid Waste or Recyclable materials.

SECTION 17. NON-COLLECTION NOTICE AND FOLLOW-UP

- A. Notice from the Service Provider It is specifically understood and agreed that where the owner or occupant of a residential unit fails to timely place a container as directed in Section 4 or Bulky Items and Green Waste in accordance with Section 5.A. hereof, or is otherwise in violation of the City's ordinances and regulations, CES's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Residential Municipal Solid Waste or Recyclable materials to be removed, CES may refrain from collecting all or a portion of such residential Municipal Solid Waste or Recyclable Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection. CES will also provide written notice to the Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Residential units failure to timely place the residential solid waste cart or residential Recycling Cart out for collection. Such written notice shall be attached to the Residential Solid Waste Cart, or residential Recycling Cart and shall indicate the nature of the violation and shall indicate the correction required in order that such

Residential Municipal Solid Waste or residential Recyclable Materials may be collected.

- B. Notice from a Residential Unit When the City is notified by an owner or occupant of a Residential Unit that residential Municipal Solid Waste or residential Recyclable Materials has not been removed from such Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from CES, or CES has failed to collect residential Municipal Solid Waste or residential Recyclable Materials from the Residential Unit without cause, as supported by notice as described herein, then CES will use all reasonable efforts to collect residential Municipal Solid Waste or Recyclable residential Recyclable Materials on the day a collection order is issued by the City: provided however that if CES fails to make such collection on the same day that a collection order is issued by the City, CES shall make such collection no later than 12:00 p.m. on the following business day, and there shall be no charge to CES for any such original non-collection or late collection so long as CES makes such collection within such time.

SECTION 18. HOURS OF SERVICE

For all the Service provided hereunder, CES hours of service shall be between 6:00 a.m. to 8:00 p.m., Monday through Friday. CES will not be required to provide service on weekends or Holidays which include Thanksgiving Day, Christmas Day, and New Year's Day, except during natural disasters or emergencies and may at its sole discretion observe Holidays during the term of this Agreement: provided however, that CES shall provide such service on the immediately following Business Day.

SECTION 19. CUSTOMER SERVICE

CES agrees to field all inquiries and complaints from Residential Units relating to the collection, hauling, recycling and disposal of Residential Municipal Solid Waste and Recyclable Materials. Residents may contact CES at their office or via the appropriate forms on their website (Exhibit C) to report a missed pick up, request a new cart and /or cart exchange and request a Bulky Waste/Green Waste pile to be picked up. CES and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS

CES shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of CES to ensure compliance with Section 20. CES shall adhere in hiring and employment practices to the provisions of all applicable federal, state, and local laws which relate to civil rights and discrimination. CES shall not discriminate against any person because of race, sex, creed, color, religion, or national origin. CES shall comply with all applicable Federal Occupational Safety and Health Administration standards, rules, and regulations.

SECTION 21. VEHICLES AND EQUIPMENT

Vehicles used by CES for the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste and Recyclable Materials onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with CES's name in letters and numbers not less than 2 inches in height. All collection vehicles used by CES shall be washed and deodorized once per week.

SECTION 22. DUE CARE

CES shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected, and preserved.

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS

CES shall not deny employment to any person based on race, creed or religion and will ensure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. CES, its agents, and employees shall

perform the service in a courteous, competent, and professional manner. During the term of this Agreement and any extension thereof, CES shall be responsible for the actions of its agent, and employees while such agents, and employees are acting within the scope of their employment or agency.

SECTION 24. INSURANCE COVERAGE

Pursuant to this Agreement, CES shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Workers Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 in the aggregate, combined single limit for Bodily Injury and property damage liability
(4) Automobile Liability	\$2,000,000 per occurrence combine single limit for Bodily Injury and Property Damage Liability
(5) Pollution Legal Liability	\$2,000,000 each loss
(6) Excess or Umbrella	\$5,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by CES parent corporation. CES shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 24 within ten (10) days of the signing of this Contract.

SECTION 25. INDEMNITY

To the extent covered by applicable insurance, CES assumes all risk of loss or injury to property or persons caused by its performance of the services.

CES agrees to indemnify and hold harmless the City and its agents, directors, employees, and officers, from any and all suits, actions, legal proceedings, claims, demands, damages, costs liabilities, losses, or expenses (including but not limited

to reasonable attorney's fees) caused by a willful or negligent act or omission of CES, its officers and employees. However, CES shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers, and servants.

SECTION 26. SAVINGS PROVISION

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or in unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 27. TERMINATION

Any failure by either party or its successors and assigns to observe the terms and condition of this agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from either party, constitute grounds for forfeiture and intermediate termination of all of the defaulting party's rights under this Agreement, and all such rights shall become null and void.

SECTION 28. FORCE MAJEURE

The performance of this agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended, and obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not limited to acts of God, acts of war, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 29. GOVERNING LAW

In the event of any controversy, claim or dispute between the parties hereto arising out of or relating in any manner whatsoever to this Agreement, such controversy, claim or dispute shall be governed in all respects, including as to the validity,

interpretation, and effect, by the internal laws of the State of Louisiana, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of this Louisiana and the federal courts of the United States located in the State of Louisiana, for any controversy, claim, or dispute between the parties here to arising out of or relating in any matter whatsoever to this Agreement and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding that is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims, controversies or disputes arising out of or relating in any manner whatsoever to this Agreement shall be heard and determined in such a Louisiana State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such controversy, claim or dispute and agree that the service of process to the City shall be made pursuant to the City of Slidell Home Rule Charter, Section 7-01, and the Louisiana Code of Civil Procedure.

SECTION 30. NOTICES

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City

City of Slidell
2055 Second Street
Slidell, La 70458
Attn: Mayor

If to CES

Coastal Environmental Services of LA, LLC
63209 Highway 434
Lacombe, LA 70445
Attn: Darin "Gus" Bordelon

SECTION 31. SECURITY FOR PERFORMANCE

CES shall be required to furnish and at all times during the Agreement maintain in full force and effect, as security for the performance of this Agreement, a corporate surety bond. The corporate surety bond shall be furnished as security for the performance of the covenants and conditions contained in this Agreement. For each year of this Agreement. The said surety bond shall be in the amount equal to six (6) months of the Agreement and renewed annually for the duration of the Agreement. Premiums for the said bond shall be paid by CES to the City upon its request. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Louisiana and the attorneys-in-fact who sign the said surety bond must file with the bond a certified and effectively dated copy of their Power of Attorney.

SECTION 32. LIQUIDATED DAMAGES

As a breach of the service provided by this Agreement would cause serious and substantial damage to the City, and its occupants and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by the City by such breach, it is agreed that in the case of breach of service, the City may elect to collect liquidated damages as specified below and not as a penalty, the amounts set for below, such sums being agreed as the amount which the City will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the City may have as to any subsequent breach of service under this Agreement. The City may only assess any such liquidated damages below if it notifies CES of any such alleged breach and CES fails to correct any such alleged breach within 24 hours of notice from the City. Liquidated damages may be adjusted upward or downward at the time and at the same rate as the collection fees are adjusted. Any breach of service entitling the City to collect liquidated damages as set forth in this Section 32 shall be verified by a representative of the City.

A truck beginning residential collection prior to 6:00 a.m., unless subject to applicable exception:	\$300 per truck
Failure to collect missed collection	\$300 each

Repetition of complaints on a route after notification of spilling, non-collection, crossing planted areas, or similar violations:

\$300 each

SECTION 33. ACCEPTANCE

PASSED AND APPROVED BY THE SLIDELL CITY COUNCIL AT A TIME AND PLACE IN COMPLETE CONFROMITY WITH THE OPEN MEETING LAWS OF THE STATE OF LOUISIANA AND ALL OTHER APPLICABLE LAWS ON THIS ___ DAY OF _____, YEAR

COASTAL ENVIRONMENTAL SERVICES
OF LA, LLC

CITY OF SLIDELL

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A

CES will provide collection of Municipal Solid Waste collection for the following location in the listed containers at the listed frequency and for the listed price:

- a. City of Slidell -Ducksworth Park -1250 Martin Luther King Jr Dr
 - a. 8 yd container collected once weekly at a cost of \$125.00 per month.
- b. City of Slidell Airport – Airport Rd
 - a. 2 yd container collected once weekly at a cost of \$50.00 per month.
- c. City of Slidell – DISA 1010 Gause Blvd
 - a. 8 yd container collected five times weekly at a cost of \$615.00 per month.
- d. City of Slidell – Purchasing 1329 Bayou Lane
 - a. 6 yd container collected twice weekly at a cost of \$185.00 per month.
- e. City of Slidell – Recycle 1010 Gause Blvd
 - a. 8 yd container collected twice weekly at a cost of \$245.00 per month.
- f. Police Academy 34845 Grantham College Dr
 - a. 4 yd container collected once weekly at a cost of \$65.00 per month.
- g. Slidell Dump Station 2273 Bayou Lane
 - a. 2 yd container collected once weekly at a cost of \$50.00 per month.
- h. City of Slidell -Police Academy 34870 Grantham College Dr
 - a. 6 yd container collected once weekly at a cost of \$95.00 per month.
- i. City of Slidell -Treatment Plant 2800 Terrace Ave
 - a. 6 yd container collected once weekly at a cost of \$95.00 per month.
- j. City of Slidell - Animal Control 2700 Terrace Ave #B
 - a. 8 yd container collected once weekly at a cost of \$125.00 per month.
- k. City of Slidell - Auditorium 2056 2nd St
 - a. 8 yd container collected twice weekly at a cost of \$245.00 per month.
- l. City of Slidell - John Slidell Park 105 Robert Blvd
 - a. 8 yd container collected three times weekly at a cost of \$365.00 per month.
- m. City of Slidell - Police Department 2112 Sgt Alfred Dr
 - a. 8 yd container collected three times weekly at a cost of \$365.00 per month.
- n. City of Slidell – Fritchie Park 905 Howze Beach Rd

- a. 8 yd container collected three times weekly at a cost of \$365.00 per month.
- o. City of Slidell – Possum Hollow Park 801 Cousin St
 - a. 8 yd container collected three times weekly at a cost of \$365.00 per month.

Exhibit B

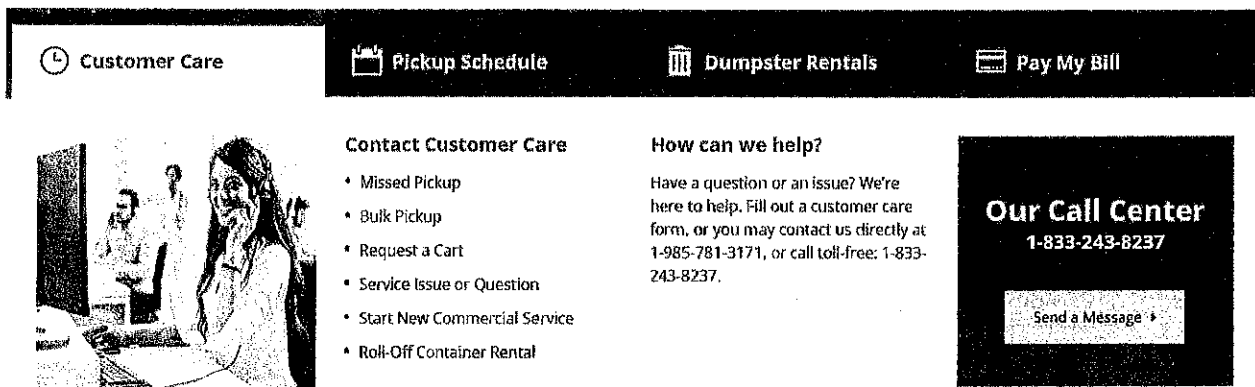
Designated Zones for the Collection of Bulky Waste and Green Waste

We will collect Bulky Waste/ Green Waste from each resident 2 times per month. We will have 2 zones. We will be in Zone #1 one week. We will be in Zone#2 on the other week we are not in Zone #1. Basically each resident will have Bulky/Green Waste service every other week of every month. Residents should put their separated Bulky Waste/Green Waste piles to the curb on the Sunday night or by 5am on Monday morning on the week that we will be servicing their zone. The Bulky Waste and Green Waste should be in separate piles at the curb. We will post a map of the zones on our website as well as a calendar for the year which will assist residents of knowing which week we will be in their area. Residents will also be able to submit a request for Bulky Waste / Green Waste pick up via our website. A map of the Zones for Bulky Waste/ Green Waste pick up will be provided to the City of Slidell.

Exhibit C

Notifications of missed pick up, debris pile and cart swaps

The following are available resources that are available for residents to use to report a missed pick up notify CES of a debris pile that needs to be picked up or report that a cart is damaged. Residents can visit our website www.ces-la.com on the home page, they will see 3 icons that are under "customer care". The customer can click "request service" under the appropriate icon which will open a form for the resident to fill out. Once the form has been completed, the resident will click "submit". This will generate an email to our operations team and customer service department.



The screenshot shows a website navigation bar with four main menu items: "Customer Care" (with a clock icon), "Pickup Schedule" (with a calendar icon), "Dumpster Rentals" (with a dumpster icon), and "Pay My Bill" (with a bill icon). Below the navigation bar, there is a section for "Contact Customer Care" featuring a photograph of a woman smiling at a computer. To the right of the photo is a list of service categories: Missed Pickup, Bulk Pickup, Request a Cart, Service Issue or Question, Start New Commercial Service, and Roll-Off Container Rental. Further right is a "How can we help?" section with contact information: "Have a question or an issue? We're here to help. Fill out a customer care form, or you may contact us directly at 1-985-781-3171, or call toll-free: 1-833-243-8237." On the far right is a dark box for "Our Call Center" with the phone number "1-833-243-8237" and a "Send a Message" button.

Residents can also call our main office at 985.781.3171. They can speak to a Customer Service Representative about having a missed pick up, a debris pile that needs to be collected or report a damaged cart. The resident can also use the appropriate email addresses below.

Missedpickup@ces-la.com

debrispile@ces-la.com

cart@ces-la.com

Exhibit D

Special Event Services:

Rear Loading collection Vehicle \$225.00 per hour each plus landfill tonnage fee of \$60.00 / ton (or actual cost of disposal) (cost includes DOT qualified Driver, 2 Laborers, truck and fuel)

Boom equipped loading collection vehicle \$175.00 per hour each plus disposal. (cost includes DOT qualified driver, 1 laborer, truck and fuel)

Additional Laborers \$45 per hour each