

24-6-19
2024-0207
Certified Copy



St. Charles Parish Clerk of Court
P.O. Box 424
Hahnville, LA 70057

Phone (985) 783-6632

Lance Marino
Clerk of Court
Parish of St. Charles

Instrument Number: 482857

Book/Index: MOB
Document Type: CONTRACT
Recording Date: 07/10/2024 2:28 PM CDT

Grantor 1: ST CHARLES PARISH DEPARTMENT OF PUBLIC WORKS
Grantee 1: RIVER BIRCH LLC

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND
SHOULD BE RETAINED WITH ANY COPIES.

THE ATTACHED DOCUMENT IS A **CERTIFIED TRUE AND CORRECT COPY** THAT WAS
RECORDED ON THE DATE AND TIME LISTED ABOVE AND CERTIFIED ON THE SAME.



Aubrey Waguespack
Aubrey Waguespack, Deputy Clerk



2024-0207

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 24-6-19

An ordinance approving and authorizing the execution of a Solid Waste Disposal Agreement with River Birch, L.L.C. for the term commencing on July 1, 2024 and ending on June 30, 2034 with options to renew.

WHEREAS, River Birch, L.L.C. is the owner and operator of a qualified Subtitle D, Type I/II solid waste disposal facility, as well as the owner of a Type III construction and demolition debris ("C&D Debris") disposal facility. Renewable Energy of Jefferson, a wholly owned subsidiary of River Birch LLC., is the operator of the Jefferson Parish Landfill, a qualified Subtitle D, Type I/II disposal facility; and,

WHEREAS, River Birch, L.L.C. and its affiliates, Highway 90, LLC., Renewable Energy of Jefferson are permitted to operate the above three (3) facilities pursuant to Permits issued by the Louisiana Department of Environmental Quality ("LDEQ"); and,

WHEREAS, St. Charles Parish desires to satisfy its responsibility to assure the proper management and handling of solid waste generated within its jurisdiction by entering into this Contract.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Contract for Disposal Services between St. Charles Parish and River Birch, L.L.C. commencing on July 1, 2024 and ending on June 30, 2034 with options to renew is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Contract on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 17th day of June, 2024, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: June 18, 2024
APPROVED: ✓ DISAPPROVED: _____
PARISH PRESIDENT: Math Jewell
RETD/SECRETARY: June 18, 2024
AT: 1:00 pm RECD BY: [Signature]

CERTIFIED TRUE & CORRECT AS PER
MINUTES DATED: 6/17/24
Michelle Dupontato
SECRETARY
ST. CHARLES PARISH COUNCIL

**CONTRACT FOR DISPOSAL SERVICES BETWEEN ST CHARLES PARISH
AND RIVER BIRCH LLC**

THIS AGREEMENT is made and entered into this the 27 day of JUNE 2024, by and between St Charles Parish ("Parish") and River Birch LLC ("River Birch").

WHEREAS, River Birch is the owner and operator of a qualified Subtitle D, Type I/II solid waste disposal facility, as well as the owner of a Type III construction and demolition debris ("C&D Debris") disposal facility. Renewable Energy of Jefferson, a wholly owned subsidiary of River Birch LLC., is the operator of the Jefferson Parish Landfill, a qualified Subtitle D, Type I/II disposal facility.

WHEREAS, River Birch and its affiliates, Highway 90, LLC., Renewable Energy of Jefferson are permitted to operate the above three (3) facilities pursuant to Permits issued by the Louisiana Department of Environmental Quality ("LDEQ");

WHEREAS, the Parish desires to satisfy its responsibility to assure the proper management and handling of solid waste generated within its jurisdiction by entering into this Contract;

NOW, THEREFORE, in consideration of these premises, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by each party hereto, the Parish and River Birch do hereby agree as follows:

1. **Disposal Agreement.** The entire agreement of the parties for disposal of Parish's C&D Debris, Special Waste, and other Solid Waste, as hereinafter defined, (sometimes, collectively "Parish Waste") shall consist of this Contract.
2. **The Facility.** The disposal facility for Residential and Commercial Solid Waste and Special Waste for purposes of this Contract shall mean River Birch's facility known as the River Birch Landfill, located at 2000 South Kenner Road, Jefferson Parish, Louisiana, as well as the Jefferson Parish Landfill located at 5800 U.S. 90 West. The disposal facility for C&D Debris for purposes of this Disposal Contract shall mean River Birch's Type III C&D Facility known as Highway 90, LLC, which is located at U.S. Highway 90, one (1) mile west of Live Oak Boulevard and two (2) miles west of Waggaman, Jefferson Parish, Louisiana.

3. **Parish's Non-Hazardous Solid Waste at the Facility.**

- a. During the term of this Contract, Parish agrees that it will deposit or cause to be deposited into the Facility all of the C&D Debris and other Solid Waste generated within the Parish and collected by the Parish in its vehicles or by an independent collector or hauler contracted with the Parish or other designee of the Parish under any Parish Solid Waste Collection Contract or other similar contract. In the event of a declared emergency, Parish has the right but not the obligation to deposit or caused to be deposited into the Facility all Solid Waste generated within the Parish as a result of the declared emergency.
- b. Special Waste may be disposed of at the Facility provided the Parish has completed a Generator's Special Waste Profile for such waste and River Birch has approved, in writing, disposal of the waste. Parish agrees to comply with any precautions, limitations, and conditions contained in River Birch's written notice of approval of Special Waste.
- c. No Hazardous Waste shall be disposed of by or on behalf of the Parish at the Facility.
- d. Rates for disposal of Residential or Commercial Solid Waste and C&D Debris shall be as set forth in paragraph 5 below. Rates for disposal of Special Waste shall be the same as for the disposal of municipal and commercial Solid Waste except in those instances on which Special Waste requires solidification; in those instances, the rate will be agreed upon on a case-by-case basis.

4. **Definitions.**

- a. "Solid Waste" means any garbage, refuse or sludge from a waste treatment plant, water-supply treatment plant, or air pollution-control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, and from community activities.
- b. "C&D Debris" means nonhazardous waste generally considered not water-soluble that is produced in the process of construction, remodeling, repair, renovation, or demolition of structures, including buildings of all types (both residential and nonresidential) including but not limited to metal, concrete, brick, asphalt, roofing materials, shingles, sheet rock, plaster, or lumber, but excluding asbestos-contaminated waste, white goods, furniture, trash, or creosote-treated lumber.

- c. "Hazardous Waste" means any amount of waste identified as hazardous in the current Louisiana hazardous waste regulations (LAC 33:V.Subpart 1) and/or by the federal government under the Resource Conservation and Recovery Act ("RCRA") and subsequent amendments or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA and applicable state law and toxic or radioactive substances (even though they may be part of a delivered load of waste), as such terms are defined by applicable federal or state laws or regulations.
- d. "Special Waste" means waste as described in Exhibit A to this Time Contract.
- e. All other definitions now set forth in the Permanent Regulations enacted by the Louisiana Department of Environmental Quality are adopted herein by reference.
- f. Cubic Yard shall mean 27 cubic feet. In calculating cubic yard, the rated volume of the truck body shall be assumed as the actual volume of that truck body.
- g. Ton shall mean 2,000 pounds.

5. **Disposal Rates.**

- a. River Birch shall accept for disposal at its Facility all of Parish Residential and Commercial Solid Waste delivered to the Facility by or on behalf of the Parish pursuant to this Contract at the following rate schedule (subject to modifications set forth below):
 - (1) \$ 44.61 per ton.
 - (2) For purposes of this Contract, the waste tonnage amount for billing will be the actual tons disposed at the Facility using verified weight receipt tickets issued by River Birch at its Facility.
- b. River Birch shall accept for disposal at its Facility all of Parish's C&D Debris, wood waste, and yard trash delivered to the Facility by or on behalf of the Facility pursuant to this Contract at the following rate schedule (subject to modifications as set forth below):
 - (1) \$ 4.03 per cubic yard;

c. Modification to initial Disposal Rate: The initial disposal rate for Residential and Commercial Solid Waste and for C&D Debris for the year beginning July 1, 2025 and for each subsequent year of this Time Contact (and for each year during any option renewal period) shall be adjusted upward or downward to reflect changes in the cost of doing business, as measured by fluctuation in the Consumer Price Index ("CPI"), U.S. Average, "all Urban Consumers" as published by the U.S. Department of Labor, Bureau of Labor Statistics. This fluctuation will be measured by the change in the CPI year over year as determined for the period May of the previous year compared to May of the current year. For the contract year starting July 1, 2025 the rate shall be adjusted by the change in the CPI for the period May 2024 to May 2025. Subsequent years of the contract shall be adjusted accordingly. In no event shall an annual adjustment increase by more than ten (10%) percent.

d. The rates specified above shall also change during the term of this Contract if taxes, fees, or other charges (other than those such charges existing on Commencement Date) are imposed upon the disposal of Parish Waste at the Facility pursuant to federal, state, or local laws and regulations that are applicable to similar facilities in Louisiana.

e. In addition, the rates specified above shall also change during the term of this Disposal Contract if River Birch incurs an extraordinary increase in costs associated with the performance of this Contract, e.g. fuel costs, insurance costs, etc., as agreed to by the Parish and River Birch.

6. **Billing to Parish.**

a. The billing period for disposal shall be on a monthly cycle. River Birch shall bill the Parish for services rendered within ten (10) days after the last day of each billing period and the Parish shall pay River Birch on or before thirty (30) days from the date of billing. Such billing and payment shall be based on the rates set forth in this Contract. River Birch shall submit a monthly activity report with each month's billing, which shall include sufficient detail or support documentation (e.g. weight tickets or summaries thereof) to permit the Parish to determine the basis for the billing and to give notice to River Birch of disputed billings.

- b. In the event of a dispute as to any portion of the billing statement, the Parish shall timely pay the undisputed portion and give notice to River Birch of the dispute. River Birch shall provide reasonable access to all records of River Birch needed by Parish to identify, analyze, or resolve disputed billings.

7. **Books and Records.**

The Parish shall be entitled to audit the books, documents, papers, and records of River Birch and any subcontractor that are reasonably related to this Disposal Contract. River Birch shall maintain its records pertaining to this Disposal Contract for a period of three (3) years from each payment by the Parish to River Birch.

8. **Term.**

- a. The term of this contract commences on July 1, 2024. It shall continue in full force and effect through June 30, 2034.
- b. Parish is granted a first option to renew this Contract for an additional ten (10) year period after the termination date of this Contract on the same terms and conditions as set forth herein including the annual adjustment for CPI. If Parish desires to exercise this first ten (10) year option, it must notify River Birch at least ninety (90) days prior to the termination date of this Contract by Certified Mail, Return Receipt Requested.
- c. Parish is granted a second option to renew this Contract for an additional five (5) year period if it has timely exercised its first Option to Renew. If Parish exercises this second option, this Contract will be renewed on the same terms and conditions as set forth herein including the annual adjustment for CPI. If Parish desires to exercise this second five (5) year option, it must notify River Birch at least ninety (90) days prior to the termination date of the First Option Period by Certified Mail, Return Receipt Requested.

9. **Hours of Operation.**

- a. The River Birch Facility shall be open to accept Residential and Commercial Solid Waste from the Parish during the hours from 5:00 a.m. to 5:00 p.m. Monday through Friday and 6:00 a.m. to 5:00 p.m. on Saturday.
- b. The C&D Debris Facility shall be open to accept the Parish's C&D Debris at a minimum from 6:00 a.m. to 5:00 p.m., Monday through Friday, and from 7:00 a.m. until Noon on Saturday.

- c. River Birch will annually post its holiday schedule. The Parish may also request additional hours of operation to address any special circumstances. The additional hours must be approved in advance by the General Manager of the Facilities and such additional hours of operation are subject to permit limitations and potential additional charges as agreed to by Parish and River Birch.
- d. The Parish shall not experience unreasonable or extraordinary delays in access to the working face of River Birch's Facility to unload its vehicles. River Birch shall not give preferential treatment in access to the working face of its Facilities to any person or entity. The Parish's trucks will be towed when inoperable and not pushed from the rear.

10. **Rights of Refusal/Rejection.**

River Birch has the right to refuse or reject after acceptance any load of the Parish's Waste delivered to the Facility if River Birch reasonably believes the Parish has breached (or is breaching) its warranties or agreements hereunder. If Parish delivers the Parish's Waste, in breach of any warranty or agreement herein, River Birch may, in its sole discretion, (1) remove and dispose of it and charge Parish for the reasonable and necessary cost or (2) require Parish to promptly remove it.

11. **Limited License to Enter.**

During the terms of this Contract, the Parish, its contractors and subcontractors, shall have a license to enter the Facility specified herein for the limited purpose of (and only to the extent necessary for) off-loading the Parish's Waste at the location and in the manner directed by River Birch. Except in an emergency, or at the express direction of River Birch, the Parish's personnel shall not leave the vicinity of their vehicle. After off-loading the Parish's Waste, the Parish's personnel shall promptly leave the Facility. Under no circumstances shall the Parish, its contractors or subcontractors, engage in any scavenging of any of the Parish's Waste at the Facility. River Birch may refuse to accept any of the Parish's Waste from, and shall deny entrance to, any person whom River Birch reasonably believes is under the influence of alcohol or other chemical substances.

12. **Vehicle Registration.**

- a. Vehicles authorized to dispose of the Parish's Waste at the Facility shall be assigned a vehicle identification number to expedite the vehicle weighing process. The following or similar registration

information shall be compiled and stored in the Facility's data management system:

- (1) Account Number
- (2) Vehicle Identification Number
- (3) Transporter Solid Waste Identification Number
- (4) Vehicle Tare Weight
- (5) Vehicle Cubic Yard or Tonnage Capacity
- (6) Approved Waste Type (Waste Identification Number)

13. **Weighment.**

- a. River Birch shall issue a weight ticket for each load disposed of at the Facility. All vehicles authorized to deliver the Parish Waste to the Facility shall be weighed at the scale house prior to disposing of waste. After weighing, the scale attendant shall enter the appropriate data into the system. The driver of each vehicle shall receive a ticket that contains the following information (at a minimum):

- (7) Customer Name and Account Number
- (8) Date and Time
- (9) Vehicle Identification Number
- (10) Waste Origin
- (11) Vehicle Tare, Net and Gross Weight
- (12) Net Cubic Yard (estimated)
- (13) Sequential Transaction Number
- (14) Waste Identification Number and Waste Type
- (15) Unit Cost of Disposal
- (16) Total Cost of Transaction

- b. The data management system used by the Facility in conjunction with vehicle registration, vehicle weighing, customer billing and other reporting and record keeping procedures should be capable of retrieving daily and monthly reports, billing information, and any other information reasonably designated by the Parish.

14. **Insurance and Permits.**

- a. **Insurance.** River Birch shall procure and maintain for the duration of this Contract, at the sole cost and expense of River Birch, the following insurance policies with coverage for occurrences and claims that may arise from or in connection with the performance of the obligations of River Birch, its agents, employees, representatives, and subcontractors:

- (1) Worker's Compensation Insurance with statutory limits of liability and minimum Employer's Liability Limits of One Million Dollars (\$1,000,000);
- (2) Automobile Liability Insurance with a minimum One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage. The insurance shall include coverage for owned autos, hired autos, and non-owned autos.
- (3) Comprehensive General Liability insurance with a minimum Five Million Dollars (\$5,000,000) combined single limit per occurrence bodily injury and property damage. This insurance shall include coverage for premises-operations, broad-form contractual liability, products and completed operations, use of Contractors and Subcontractors, personal injury, and broad-form property damage. "Claims made" form shall not be acceptable. The "occurrence form" shall not have a "sunset clause".

b. **Insurance Policy Requirements.** The insurance policies required by this Time Contract shall contain or be endorsed to contain the following provisions:

- (1) The Parish, its officers, agents, and employees shall be added as "additional insured's including waiver of subrogation against the Parish" under the Comprehensive General Liability and Automobile Liability policies.
- (2) All insurance policies required by this Time Contract shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, or reduced in coverage or in limits, except after sixty (60) days prior written notice by certified mail has been given to the Parish.
- (3) All insurance required by this section shall be placed with insurers that are authorized to do business in the State of Louisiana and have a rating of no less than A in the most current edition of the A.M. Best Insurance Report, AAA in Moody's, and AAA in S&P.
- (4) River Birch shall furnish the Parish certificates of insurance with original endorsements affecting coverage required hereunder; the certificates and endorsements are to be signed by a Louisiana licensed agent authorized by that insurer to bind coverage on its behalf and that agent's power of attorney must

be attached to the certificates and endorsements. The parish reserves the right to require complete, certified copies of all required insurance at any time.

- (5) The providing of any insurance required herein does not relieve River Birch of any of the responsibilities or obligations assumed hereunder, or for which River Birch may be liable by law or otherwise.
- (6) Failure to provide and continue in force such insurance as required above shall be deemed a material breach of this Time Contract.

c. **Permits, Licenses, and Taxes.** River Birch shall be responsible for securing necessary agreements, licenses, permits, or approvals, from all federal, state, and local government bodies having jurisdiction over the operation of solid waste management activities. River Birch shall also be responsible for all costs associated with securing such agreements, permits, or approvals. River Birch shall comply with all lawful policies, health, sanitary, and other regulations imposed by public bodies having jurisdiction during the term of this Time Contract.

15. **Indemnification.**

- a. To the fullest extent permitted by law, River Birch agrees to protect, defend, indemnify, and save Parish, its agents, officials, employees, servants, including volunteers, or any firm, company, organization, or individual, or their contractors, or sub-contractors for whom Parish may be contacted, harmless from and against actions, and causes of action of every kind and character, including but not limited to claims based on negligence, strict liability and absolute liability that may arise in favor of any person or persons on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from River Birch's performance or non-performance under this Contract, the Parish, regardless whether others may be wholly, concurrently, partially, or solely negligent, or strictly liable, or absolutely liable or otherwise at fault; except damages arising out of injuries or property claims to third parties caused by the negligence of Parish.
- b. To the fullest extent permitted by law, Parish agrees to protect, defend, indemnify, and save River Birch, its agents, officials, employees, servants, including volunteers, or any firm, company, organization, or individual, or their contractors, or sub-contractors for whom River Birch may be contacted, harmless from and against actions, and causes of action of every kind and character, including but not limited to

claims based on negligence, strict liability and absolute liability that may arise in favor of any person or persons on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from Parish's performance or non-performance under this Time Contract, River Birch, regardless whether others may be wholly, concurrently, partially, or solely negligent, or strictly liable, or absolutely liable or otherwise at fault; except damages arising out of injuries or property claims to third parties caused by the negligence of River Birch.

- c. River Birch agrees to indemnify, save harmless, and defend the Parish from and against any and all liabilities, claims, penalties, forfeitures, proceedings, suits, including without limitation, any interim or final judicial order or administrative decree, abatement order, compliance order, consent order, cleanup order or PRP, and the costs and expenses incident thereto (including costs of investigation, studies, assessment, defense, settlement or remediation and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulation, or orders, caused by the negligent or willful acts or omissions of River Birch, its employees, or its subcontractors in the performance of this Time Contract.
- d. Parish agrees to indemnify, save harmless and defend River Birch from and against any and all liabilities, claims, penalties, forfeitures, proceedings, suits, including without limitation, any interim or final judicial order or administrative decree, abatement order compliance order, consent order, cleanup order or PRP, and the costs and expenses incident thereto (including costs or investigation, studies, assessment, defense, settlement or remediation and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries of any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders caused, in whole or part by the Parish's breach of any warranty, term or provision of this Time Contract, or any negligent or willful acts or omissions of the Parish, its employees, or its subcontractors in the performance of this Time Contract.
- e. River Birch shall indemnify the Parish for all damages to the property of the Parish caused by or resulting from the negligence of River Birch, its employees, or its agents, during the progress of or in connection with the prosecution of the services/service/work or

elsewhere and whether under this Time Contract proper or as extra services/service/work.

16. **Force Majeure.**

From and after the date of this Contract, either party's performance hereunder may be suspended, and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of such party. Such causes may include, by way of example and not limitation, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials, judicial administrative or governmental laws, regulations, requirement, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by this Time Contract; national defense requirements; labor strike lockout or injunction.

17. **Independent Contractor.**

- a. The Parish hereby engages River Birch as an independent contractor to render Contract services to and on behalf of Parish. River Birch hereby accepts such engagement. It is understood and agreed by the Parties that River Birch is entering into this Contract in its capacity as an independent contractor and that nothing contained in this Contract is intended to be construed as creating any other relationship between the Parish and River Birch. The Parish shall not be responsible to withhold federal or state income taxes, federal or social security tax (FICA), pay federal or state unemployment taxes, or pay workers compensation insurance premiums for or on behalf of River Birch. The Parish shall not be obliged to pay any person for any obligation of River Birch arising under this Contract.
- b. River Birch agrees to be responsible for and to pay all applicable income taxes, social security taxes (or self employment taxes in lieu thereof), unemployment taxes and all other local, state or federal taxes. River Birch agrees to indemnify and hold the Parish harmless from and against any and all tax liabilities, including taxes, interest and penalties, resulting from the Parish's treatment of River Birch as an independent contractor. River Birch further agrees to reimburse the Parish for any and all costs it incurs, including but not limited to accounting fees and legal fees, in defending itself against any such tax liabilities.

18. **Termination for Cause.**

This Contract may be terminated by the Parish if (a) River Birch should be adjudged a bankrupt, (b) it should make a general assignment for the benefit of its creditors, (c) a receiver should be appointed on account of its insolvency, (d) it should persistently or repeatedly refuse or should fail (except in cases for which extension of time is provided) to supply enough properly skilled service/workmen or proper materials, (e) if it should fail to make prompt payment to subcontractors for material or labor, (f) or persistently disregards laws, ordinances, or otherwise be guilty of a substantial violation of any provision of this Contract. In the event of any of these occurrences, the Parish may, without prejudice to any other right or remedy, and after giving River Birch fifteen (15) days' written notice to cure, terminate this Contract if the default is not cured within this fifteen (15) day period.

19. **Default**

Except as otherwise provided in this Contract, if either party breaches this Contract or defaults in the performance of any of the covenants or provisions contained herein and the party so breaching or defaulting (the "defaulting party") fails to cure such breach or default within a period of fifteen (15) days after receiving specific and reasonable detailed written notice from the other party (the "non-defaulting party") of such breach or default, unless a longer period of time is required to cure such breach or default and the defaulting party shall have commenced to cure such breach or default within said fifteen (15) day period and shall pursue such cure diligently to completion, then non-defaulting party may: (a) terminate this Contract as of any date which the non-defaulting party may select provided said date is at least fifteen (15) days after the fifteen (15) days in which to cure or commence curing such breach or default; (b) cure the breach or default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to specific performance, the right to recover for all damages or losses suffered as a result of such breach or default, including, but not limited to, reasonable attorney's fees incurred to enforcing any provision of this Contract and the right to offset any damages or losses incurred by the non-defaulting party as a result of such breach or default against any of its obligations or liabilities hereunder. 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 any subsequent breach or default. Provided, however, should the Parish breach or default in its payment obligations under this Contract, River Birch shall have the right to exercise any or all of the rights or remedies described above, including but not limited to termination of this Contract at any time (that is, without selecting a day which is at least fifteen (15) days after the appropriate notice) after giving the Parish notice of such

breach or default in the Parish's payment obligations under this Contract and failure by the Parish to cure such breach or default within five (5) days of the date of such notice. In the event of a breach of the Contract, the breaching party shall pay all reasonable attorneys' fees, collection fees and cost of the other party incident to any action brought to enforce the Contract.

20. Assignment.

The Parish may not assign, transfer or otherwise vest in any other company, entity, or persons any of its rights or obligations under this Contract without the prior written consent of River Birch, which consent shall not be unreasonably withheld.

This Contract may not be sold, subleased, assigned or transferred at any time without prior written approval of the Parish which shall not be unreasonably withheld. River Birch shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), nor shall River Birch assign any monies due or to become due to it under this Agreement without the prior written consent of the Parish, which consent shall not be reasonably withheld.

21. Notices.

All notices given pursuant to this Contract shall be in writing sent certified mail, postage prepaid, or hand delivered, to the following addresses:

Parish: St. Charles Parish
Attn: Matthew Jewell, President
P. O. Box 302
Hahnville, LA 70057

River Birch: RiverBirch LLC
Attn: Albert J. Ward, Jr., President
2000 South Kenner Rd
Avondale, La 70094

Any party may change its address for notices by delivery of a notice to all other parties.

22. Miscellaneous.

- (a) This Contract shall be binding upon and shall endure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (b) This Contract shall be governed by and construed in accordance with the laws of the State of Louisiana, and any lawsuit or other proceeding which may be instituted to enforce or interpret this Contract shall be brought in the 29th Judicial District in and for the Parish of St. Charles,, State of Louisiana.
- (c) This Contract represents the entire agreement between the parties and may not be amended except in writing executed by all parties.
- (d) **Covenant Against Contingent Fees:** River Birch warrants that it has not employed or retained any company or person, other than a bona fide employee/service working solely for River Birch, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee/service working solely for River Birch, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the Parish shall have the right to annul this Contract, without liability, or in its discretion to deduct from the price, consideration, charges or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (e) **Non-Waiver:** The failure of either Party hereto at any time to require performance by the other Party hereto of any provision hereof, and/or the waiver by either Party of any breach of any term, condition, covenant or provision herein contained, shall not be deemed a waiver of any other term, condition, covenant or provision herein contained, or of any subsequent breach of the same or any other term, condition, covenant or provision hereof.
- (f) **Severability:** If any provision of this Contract is held invalid by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be amended it will be deemed to be deleted. Such amendments or deletions will not affect the validity of any other provision of this Contract.

23 Non-Exclusivity, River Birch acknowledges and agrees that the rights and obligations conferred and contained herein shall be non-exclusive in nature, and the Parish makes no representations or warranties to the contrary. Parish reserves the right at

any time to contract with other parties for any and all of the service/work contained herein.

IN WITNESS WHEREOF, the parties have executed this Time Contract as of the date below.

St Charles Parish

By: Matthew Jewell
MATTHEW JEWELL
PRESIDENT

Dated: 6/18/24

WITNESSES:

[Signature]
Printed Name: Grayson

[Signature]
Printed Name: Samantha deCastro

RIVER BIRCH LLC

By: Albert J. Ward Jr
ALBERT J. WARD, JR., President

Dated: 6/27/24

WITNESSES:

[Signature]
Printed Name: Ann Marie Frazzetta

[Signature]
Printed Name: Peggy L. Desseigne

MOB: 482857; Page: 15; Filed: 7/10/2024 2:28:30 PM [stcharles: AWJ]

EXHIBIT A
Special Waste

Type A Special Waste – Any discarded material from a non-residential source meeting any of the following descriptions: (Type A special waste typically require analytical results or equivalent waste composition information to proper management).

- a. Waste from an industrial process (including process sludges).
- b. Waste from a pollution control process (e.g. baghouse dust, treatment plant sludge, filter cake, sedimentation pond cleanout, etc.).
- c. Waste containing free liquids (free liquid wastes are those wastes which fail the paint filter test prescribed by the United States Environmental Protection Agency method 9095).
- d. Residue and debris from the cleanup of a spill of a chemical substance or commercial product or a waste listed in (a) through (c) or (3) through (g). This definition applies to spills of any size.
- e. Contaminated residues from the cleanup of a facility generating, storing, treating, recycling, or disposing chemical substances, commercial products, or waste listed in (a) through (d), (f), or (g).
- f. Any waste which is non-hazardous as a result of treatment pursuant to RCRA Subtitle C.
- g. Chemical-containing equipment removed from service, in which the chemical composition and concentration are unknown.

Type B Special Waste – Any discarded material from a non-residential source meeting any of the following descriptions: (Type B special wastes are not customarily subject to laboratory testing).

- a. Friable asbestos from building demolition or cleaning, wall board, wall or ceiling spray coverings, pipe insulation, etc. Non-friable asbestos (e.g. asbestos containing floor tiles, brake pads, roofing products, etc.) is not a special waste unless it has been processed, handled, or used in such a way that when dry, it becomes crumbled, pulverized, or reduced to powder.
- b. Commercial products or chemicals which are off specification, outdated, unused, or banned. This category includes containers which once held commercial

products or chemicals unless the container is "empty" as defined in this section. Outdated off-specification uncontaminated food or beverage products in original consumer containers are not special waste unless management of such product is restricted by applicable regulations.

- c. Untreated medical waste – Any waste capable of inducing infection due to contamination with infectious agents from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermists, veterinarian, veterinary hospital, animal testing laboratory or medical testing laboratory. Any sharps from these sources must be rendered harmless or placed in needle puncture proof containers.
- d. Treated medical waste – Any waste from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing infection. Any sharps from these sources must be rendered harmless or placed in needle puncture-proof containers. Residue resulting from the incineration of medical waste is a Type A special waste.
- e. Residue/sludges from septic tanks, food service grease traps, or washwaters and wastewaters from commercial laundries, laundromats, and car washes. If these wastes are managed at a public or commercial wastewater treatment works, they are not a special waste.
- f. Chemical containing equipment removed from service, in which the chemical composition and concentration are known, (e.g. oil filters, cathode ray tubes, lab equipment, acetylene tanks, fluorescent light bulbs, etc.)
- g. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the industrial process. Chemicals or waste removed or drained from such equipment for facilities are Type A special wastes.
- h. Incinerator ash generated at a Resource Recovery Facility that burned only non-hazardous household, commercial, or industrial waste and qualifies for the hazardous waste exclusion in 40 CFR 261.4(b). If the regulatory authority does not recognize the household hazardous waste exclusion, then the ash is a Type A special waste.

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF RIVER BIRCH LLC HELD
AT THE OFFICE OF THE LLC ON JUNE 5, 2024, AT WHICH
A QUORUM WAS PRESENT PURSUANT TO NOTICES PREVIOUSLY GIVEN

The meeting was called to order by the President. Upon motion duly made, seconded and adopted, the following was adopted:

RESOLVED that Albert J. Ward, Jr, President, be and he is hereby authorized and empowered to execute all documents related to the following:

Waste disposal contract between River Birch LLC and the Parish of St Charles.

The President is further authorized to sign any and all documentation necessary and proper to accomplish the foregoing and to include within such documentation such terms and provisions as the said President should deem necessary and appropriate and which are not inconsistent with the terms as previously agreed to by the parties.

There being no further business, the meeting was adjourned.

CERTIFICATE

I, the undersigned Secretary of River Birch LLC hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Board of Directors of said LLC on the 5th day of June 2024, at a meeting called pursuant to proper notice, at which a quorum was present and voting and said resolution remains in full force and effect.

Avondale, Louisiana this 5th day of June 2024.


Adrea D. Heebe, Secretary