

**NOTICE OF MEETING
SOLID WASTE & RECYCLING COMMITTEE
LINCOLN PARISH POLICE JURY
TUESDAY, JUNE 9, 2020; 6:00 PM**

**LIBRARY EVENTS CENTER
910 NORTH TRENTON STREET, RUSTON, LA 71270**

AGENDA

- I. Call to Order
- II. Invocation
- III. Approval of Agenda
- IV. Discuss, And Take Action if Necessary, Solid Waste Collection Refuse Container Site Maintenance and Procedures
- V. Discuss, And Take Action if Necessary, Landfill Air Curtain Burner Contract with Crochet Equipment Company
- VI. Other Business

Committee Members: **TJ Cranford, Chair;** Glenn Scriber, Skip Russell, Milton Melton, and Sharyon Mayfield

BIO-MASS FACILITY CONTRACT

BE IT KNOWN, that on the dates hereinafter mentioned, before the undersigned authorities and in the presence of the undersigned legal and competent witnesses, personally came and appeared:

LINCOLN PARISH POLICE JURY (T.I.N. 72-6000673), a political Subdivision of the State of Louisiana and governing authority of the Parish of Lincoln, Domiciled in Ruston, Lincoln Parish, Louisiana, appearing herein by and through its duly authorized President, Theresa Wyatt, who is duly authorized and empowered to act herein on behalf of said governing body, whose mailing address is P.O. Box 979, Ruston, Louisiana 71273-0979 (hereinafter sometimes referred to as "POLICE JURY");

and

CROCHET EQUIPMENT COMPANY, INC. (T.I.N. 72-0920882) a Louisiana corporation, domiciled in Madisonville, St. Tammany Parish, Louisiana, appearing herein by and through its duly authorized President, Ronnie Crochet, who is duly authorized and empowered to act herein on behalf of said corporation, whose mailing address is P.O. Box 267, Madisonville, Louisiana 70447 (hereinafter sometimes referred to as "CROCHET");

Who after being duly sworn did depose and state that they do hereby enter into the following BIO-MASS FACILITY CONTRACT, the terms and conditions of which are more fully set forth hereinafter.

POLICE JURY

POLICE JURY is the owner of the Lincoln Parish Landfill and is desirous of having CROCHET furnish, install, operate and maintain a Bio-Mass and Woodwaste Disposal Facility (hereinafter sometimes referred to as "BIO-MASS FACILITY" being more accurately defined as the CEC 4030 Air Curtain Destructor and all associated equipment, including Loader, as described in CROCHET's proposal dated March 26, 2012.).

CROCHET

CROCHET is experienced in the permitting, construction, maintenance and operation of waste reduction facilities such as the BIO-MASS FACILITY and is presently maintaining and operating several such facilities located throughout the United States and is desirous of, furnishing, installing, operating and maintaining a BIO-MASS FACILITY at the Lincoln Parish Landfill.

CONTRACT TERM AND BUY-OUT OPTIONS

The parties agree that the initial term of this contract shall be for a period of Five (5) years commencing August 1, 2012 and ending July 31, 2017. However, the POLICE JURY shall have the option to end the contract after 5 years and the payment to CROCHET of \$350,000.00 at which time POLICE JURY will become owner and operator of BIO-MASS FACILITY. If POLICE JURY decides not to exercise its Buy-out option the Contract will automatically extend for an additional 2 year period under the same terms and conditions.

Initial Term (5yrs) 8-1-2012 to 7-31-2017
2nd Option (2yrs) 8-1-17 to 7-31-17 (250K)
3rd Option (3yrs) 8-1-19 to 7-31-22 (150K)

The POLICE JURY shall also have the option to end the contract after 7 years and the payment to CROCHET of \$250,000.00 at which time POLICE JURY will become owner and operator of BIO-MASS FACILITY. If POLICE JURY decides not to exercise its Buy-out option the Contract will automatically extend for an additional 3 year period under the same terms and conditions.

At the end of 10 years, POLICE JURY will have the option to purchase the BIO-MASS FACILITY from CROCHET for \$150,000.00, end the contract or negotiate a new contract.

PERMITS

CROCHET agrees to be solely responsible for obtaining and furnishing to POLICE JURY all necessary permits for the operation of the BIO-MASS Facility as may be required by the Louisiana Department of Environmental Quality, the Environmental Protection Agency, and any other similar state or federal regulatory authorities.

MAINTENANCE AND OPERATION

CROCHET agrees to furnish and install a BIO-MASS Facility capable of processing a minimum 900 Tons of woodwaste per month. Location of said BIO-MASS FACILITY will be at the Lincoln Parish Landfill at a site to be determined by POLICE JURY. BIO-MASS FACILITY will be completed and operational within ninety (90) days after effective date of contract.

CROCHET agrees that during the term of this contract and any renewals and extensions thereof, it will operate and maintain the BIO-MASS FACILITY for and on behalf of the POLICE JURY in accordance with all laws, rules and regulations, of the United States, the State of Louisiana, Louisiana Department of Environmental Quality, the Environmental Protection Agency, and any other state or federal regulatory authorities, and will maintain said facility in good working order and repair and replace when necessary any and all component parts and equipment comprising the facility. CROCHET will keep storage and work areas clean and sanitary. CROCHET further agrees to furnish and provide any and all labor, equipment, machinery, tools, materials, supplies and energy or utility services necessary to maintain and operate the BIO-MASS Facility in a lawful and professional manner such that bio-mass and wood waste presented at the Lincoln Parish Landfill might be properly disposed of by CROCHET. CROCHET also agrees that the operation by it of the BIO-MASS Facility shall be coordinated with and conform to the days and hours of operation of the Lincoln Parish Landfill.

ACCUMULATION AND DISPOSAL OF WASTE PRODUCTS

At no time will more than 200 tons of woodwaste be allowed to accumulate at the BIO-MASS FACILITY without prior approval and written corrective plan submitted to POLICE JURY by CROCHET. All recyclable waste products created during the operations of the BIO-MASS FACILITY are to become the property of the POLICE JURY to be processed and disposed of by POLICE JURY.

CONSIDERATION

For and in consideration of the duties and responsibilities to be performed by CROCHET pursuant to this contract, POLICE JURY agrees to pay CROCHET the sum of Thirteen Thousand (\$13,000.00) Dollars per month for waste processed by CROCHET. The annual maximum tonnage of woodwaste to be processed at this price will be

12,000 tons annually. Any tonnage over 12,000 ton annually will be charged at Ten (\$10.00) Dollars per ton. The weight of any and all waste processed by CROCHET at the BIO-MASS FACILITY shall be determined by weighing such waste on the scales owned and operated by POLICE JURY and located at the Lincoln Parish Landfill.

INVOICE AND BILLING PROCEDURES

CROCHET agrees to invoice POLICE JURY for the services rendered to POLICE JURY by CROCHET on the first (1st) day of each month, with payment being made by the fifteenth (15th) of each month.

INSURANCE

The parties further agree that CROCHET shall secure and at all times maintain during the term of this contract and any renewals and extensions thereof, a policy of general liability insurance having limits of liability of not less than ONE MILLION AND NO/100THS (\$1,000,000.00) DOLLARS per occurrence with POLICE JURY being named as an additional insured under such policy and providing that POLICE JURY shall be given at least thirty (30) days notice of cancellation, non-renewal or material change in the terms and conditions of that policy. CROCHET also agrees that it will secure and at all times and maintain during the term of this contract and any renewals and extensions thereof, a policy of worker's compensation insurance in accordance with the laws of the State of Louisiana and including occupational disease coverage, providing worker's compensation coverage to any and all agents and employees of CROCHET present at or providing labor and/or services in connection with the BIO-MASS FACILITY. In the event that any of the work in connection with the operation of the BIO-MASS FACILITY is sublet to third parties, CROCHET shall require each such subcontractor to provide similar worker's compensation coverage to that required by CROCHET unless the employees of any such subcontractor are afforded such protection under the worker's compensation insurance maintained by CROCHET. In the event that any agent, employee, independent contractor, subcontractor or anyone providing labor and/or services in connection with the BIO-MASS FACILITY is engaged in hazardous work and not protected under any of the policies of worker's compensation insurance referred to above, CROCHET agrees to provide adequate insurance protection against injury, illness, or loss arising out of such hazardous work. All such insurance shall be subject to the approval of POLICE JURY and written with companies authorized to write such coverage in Louisiana that are satisfactory to POLICE JURY.

HOLD HARMLESS AND INDEMNIFICATION

CROCHET agrees to indemnify and hold POLICE JURY harmless from any and all claims for liability, losses, injuries, damages, costs or expenses of whatever nature and kind arising out of or in any way connected with the maintenance and operation of BIO-MASS FACILITY, except such liability, losses, injuries, damages, costs or expenses caused by intentional acts or willful misconduct on the part of agents, employees or representatives of POLICE JURY. In connection therewith, CROCHET shall at the option of POLICE JURY cause the POLICE JURY to be defended against any and all such claims and pay all costs of said defense; including, but not limited to, attorney's fees, expert fees, court costs and other similar defense costs; or pay all costs which the POLICE JURY incurs in defending itself against such claims; including, but not limited to, attorney's fees, expert fees, court costs and other similar defense costs.

INDEPENDENT CONTRACTOR

CROCHET shall at all times be considered an independent contractor for purposes of this agreement and nothing contained herein of the contrary shall be construed to make or constitute CROCHET an agent, employee or legal representative of POLICE JURY. Furthermore, no right or authority is granted herein for CROCHET to create any liability, obligation or responsibility, expressed or implied, on behalf of or in the name of POLICE JURY or to bind POLICE JURY in any manner whatsoever.

PERFORMANCE BOND

CROCHET agrees to provide POLICE JURY with a performance bond in the amount of \$250,000.00. The performance bond shall be furnished by a company licensed to do business in the State of Louisiana and shall be for the entire contract period. The performance bond shall provide that in the event of non-renewal, the POLICE JURY be notified in writing by the issuer a minimum of sixty (60) days prior to the non-renewal. In the event of non-renewal, CROCHET shall provide to the POLICE JURY evidence of the new surety within twenty-one (21) calendar days after POLICE JURY's receipt of non-renewal notice. Failure to maintain the required surety in force may be cause for contract termination.

ASSIGNMENT

The parties further agree that this Contract, or any portion thereof, may not be assigned or transferred by CROCHET without the express written consent of the POLICE JURY.

CANCELLATION

Should CROCHET, at any time, violate any of the conditions of the Contract, or fail to comply with any of its obligations hereunder, upon the filing of a bankruptcy, receivership or respite petition by or against CROCHET or upon its suspension, failure or insolvency, POLICE JURY shall have the right to immediately cancel this contract and employ such means as it may deem advisable and appropriate to continue work until such matter is resolved and CROCHET is again able to carry out his operations under his contract and deduct any and all operating expenses incurred by the POLICE JURY in doing so from any money then due or to become due to CROCHET and, should the POLICE JURY's cost for continuing the operation exceed the amount due CROCHET, collect the amount due, either from CROCHET, the surety or both, and also to assert a lien on all properties of CROCHET. If CROCHET is unable, for any cause, to carry out his duties under the Contract, all liability of the POLICE JURY to CROCHET under this agreement shall cease and the POLICE JURY shall be free to negotiate with other contractors for the operation of said services and/or take the actions provided below for bankruptcy, default and/or breach of contract. Failure to strictly and promptly enforce these conditions shall not operate as a waiver of the rights of POLICE JURY, said party expressly reserving the right to always enforce or to cancel this contract, regardless of any indulgences or extensions previously granted. Failure to comply with any condition or obligation of this contract will make CROCHET liable for any loss or damages sustained by POLICE JURY.

FORCE MAJEURE

Neither party is liable for failure to perform the party's obligations if such failure is a result of Acts of God (including fire, flood, earthquake, storm, hurricane, or other natural disaster) war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or

confiscation, terrorist activities, nationalism, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.

NOTICES AND PAYMENTS

All notices, demands, requests and payments which may or are required to be given by either party to the other shall be in writing and each shall be deemed to have been properly given when personally served upon the duly authorized representative of the party to whom such notice is to be given, or when sent in the United States Mail, postage prepaid, by certified or registered mail address as follows:

If intended for POLICE JURY:

Administrator
Lincoln Parish Police Jury
Lincoln Parish Courthouse
P.O. Box 979
Ruston, LA 71273-0979
(318) 251-5150

If intended for CROCHET:

President
Crochet Equipment Company, Inc.
P.O. Box 267
Madisonville, Louisiana 70447
(985) 845-7916

All payments due CROCHET or POLICE JURY may be made by check, money order or electronic fund transfer in person or by mail delivered to or deposited in the United States Mail to the addresses set forth hereinabove. Either party may change the name of the addressee and/or the address to which subsequent notices are to be sent by providing notice to the other party given in the manner set forth hereinabove.

AMENDMENTS, CHANGES AND MODIFICATIONS

This agreement may be amended, changed, or modified by the parties. However, no such amendment, change or modification shall be effective unless and until agreed to in writing and executed by both parties.

ENTIRE AGREEMENT

This agreement contains and exhibits the entire agreement between the parties, all previous or contemporaneous agreements being merged herein and waived hereby, and no modification hereof or assent or consent of either party to any waiver of any part of this agreement, in spirit or letter, shall be deemed as given or made unless the same be done in writing after the date hereof.

APPLICABLE LAW

This agreement shall be governed by and Construed in accordance with the laws of the State of Louisiana.

VENUE

The location of any legal proceedings arising out of or in any way connected with this agreement shall be the Third Judicial District Court, Lincoln Parish, Louisiana.

SEVERABILITY

If any provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid and unenforceable, the

remainder of this agreement and the application of its provisions as to persons and circumstances other than those as to which it has been determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.

CAPTIONS

The article and paragraph captions in this agreement are for convenience and referenced only and in no way define, limit or described the scope or intent of this agreement or any part thereof, or in any way affect this agreement and shall not be considered in any construction thereof.

SIGNED, in duplicate original, at Ruston, Lincoln Parish, Louisiana on this 21st day of May, 2012.

WITNESSES:

[Signature]
Devon Cannon

LINCOLN PARISH POLICE JURY

BY: [Signature]
Theresa Wyatt

[Signature]
Notary Public #43294

SIGNED, in duplicate original, at Madisonville, St. Tammany, Louisiana on this 16th day of May, 2012.

WITNESSES:

[Signature]
Sue Carazo

LINCOLN PARISH POLICE JURY

BY: [Signature]
Ronnie Crochet

[Signature]
Judy Nelson

[Signature]
Notary Public

BRUCE M. DANNER, NOTARY PUBLIC
STATE OF LOUISIANA
LA BAR ROLL NO. 4496
MY COMMISSION IS ISSUED FOR LIFE

Linda Cook
Lincoln Parish Clerk of Court
F124081
5/21/2012 10:00 AM

[Signature]
Anna Holman
DEPUTY CLERK

A True Copy of the Original on file in
COR 1045 PAGE 563
MOB 1045 PAGE 563

MAY 21 2012
[Signature]
By, Clerk District Court
Lincoln Parish, La