



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

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Retreat Item Coversheet

Item: Ordinance to Modify Certain Water/Sewer Fees

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: Yes – Fund 505 Revenues (Positive)

Date Received: March 11, 2026

Workshop Date: March 16, 2026

Regular Meeting Date: April 6, 2026

Discussion:

Attached is an Ordinance to amend certain Sections in Chapter 13.16 dealing with fees for water taps, replacement of broken meters, meter boxes and MXUs; and other fees pertaining to the use of hydrant meters. These fees have not been adjusted since prior to 2005 and need to reflect pricing that is costing the city more than the fine or fee.

Recommendation:

APPROVE ORDINANCE TO AMEND CHAPTER 13.16 FOR MODIFICATION OF CERTAIN FEES RELATED TO WATER AND SEWER INFRASTRUCTURE.

ORDINANCE NO. _____

TO AMEND TITLE 13 CHAPTER 13.16 ENTITLED “WATER AND SEWER SERVICE RATES AND CHARGES” OF THE CODE OF ORDINANCES OF THE CITY OF LOCUST GROVE; TO PROVIDE FOR REGULATIONS AND PROCEDURES FOR WATER AND SEWER FEES; TO PROVIDE FOR REVISED SCHEDULES FOR FEES; TO AMEND PROVISIONS FOR ACCEPTABLE METHODS OF PAYMENT; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS

SECTION 1. Title 13, Chapter 13.16 of the Code of Ordinances of the City of Locust Grove is hereby amended by striking code section 13.16.010 subparagraph (A) and inserting in lieu of as follows:

13.16.010 - Charges for initial water service.

A. Water Connection Fee. The water tap-on fee shall be a nonrefundable connection fee which shall consist of the total of a water system impact fee plus the cost to the city of connecting the building to the water system. The water system impact fee shall be determined from the impact fee schedule shown on Exhibit B, set out at the end of this chapter and incorporated by reference herein. For uses not listed on exhibit B, the water system impact fee shall be determined by multiplying the per-gallon-per-day fee shown on Exhibit B times the average daily water consumption of the proposed use in gallons per day. The cost of water connection shall be the fees shown on Exhibit C and reflect the actual cost of the connection to the city, including all direct and indirect costs of materials, labor and equipment, as determined by the mayor and council from time to time. Actual costs exceeding those reflected in Exhibit C shall be documented and added onto the connection fee.

SECTION 2. Title 13, Chapter 13.16 of the Code of Ordinances of the City of Locust Grove is hereby amended by striking code section 13.16.015 subparagraph (A) and inserting in lieu of as follows:

13.16.015 - Connection of building sewer—Fees and expense.

All cost and expense incident to connection of the building sewer from the owner's building to the city property line shall be borne by the owner. The owner shall indemnify the city from any loss or damage that may be directly or indirectly occasioned by the connection of the building sewer. Any connection from the city property line into public sewer shall be made by the city, for which the owner shall pay the city a connection fee determined as follows:

A. Sewer Connection Fee. The sewer tap-on fee shall be a nonrefundable connection fee which shall consist of the total of a sewer system impact fee plus the cost to the city of connecting the building to the sewer system (if any). The sewer system impact fee shall be determined from the Impact Fee Schedule shown on Exhibit B, set out at the end

of this chapter and incorporated by reference herein. For uses not listed on Exhibit B, the sewer system impact fee shall be determined by multiplying the per-gallon-per-day fee shown on Exhibit B times the average daily water consumption of the proposed use in gallons per day. The cost of sewer connection shall be the fees shown on Exhibit C and reflect the actual cost of the connection to the city, including all direct and indirect costs of materials, labor and equipment, as determined by the mayor and council from time to time. Actual costs exceeding those reflected in Exhibit C shall be documented and added onto the connection fee.

SECTION 3. Title 13, Chapter 13.16 of the Code of Ordinances of the City of Locust Grove is hereby amended by adding new code section 13.16.035 inserting thereof the following:

13.16.035 – Miscellaneous fees for inspections and replacement of damaged equipment/meters.

A. The City shall keep a schedule of fees for miscellaneous services and replacement of damaged equipment such as meters, MXU boxes, etc. as shown on Exhibit D and reflect the actual costs of the service or replacement, including all direct and indirect costs of materials, labor and equipment, as determined by the mayor and council from time to time. Actual costs exceeding those reflected in Exhibit D shall be documented and added onto the service or repair fee.

SECTION 4. Title 13, Chapter 13.16 of the Code of Ordinances of the City of Locust Grove is hereby amended by striking code section 13.16.045 in its entirety and inserting in lieu of as follows:

13.16.045 – Method of Payment – Online Bill Management – Fee for pay by phone.

The city shall accept cash in US Currency, Checks drawn on US banks in US Currency, Money Orders in US Currency, and credit cards as authorized by the City for payment of charges and fees. :

- A. The City shall provide a location within the corporate limits to accept payment in person by the approved methods of payment during regular business hours. No additional fees shall be required for payments made in person by cash, check, or money order. Additional fees apply for credit/debit card transactions.
- B. The City shall make available a receptacle for payment outside of regular business hours. This receptacle shall be checked for payments in the morning of the next regular business day. The only acceptable forms of payment in this receptacle shall be check or money order. Cash payments placed in the receptacle shall be processed even though they are not acceptable forms of payment; however, the city shall not be held liable for any discrepancies due to tampering, theft, or incorrect amount from the placement in the receptacle. Any other form of settlement such as IOUs or other types of promissory statements are not valid forms or payment and shall be rejected outright.
- C. The City shall make available a payment and bill management system through a third party service provider as authorized by the City

subject to payment fees as stated by the service provider to cover the fees for the additional flexibility.

SECTION 5. Codification. This ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

SECTION 6. Severability. The preamble of this Ordinance is incorporated herein and made a part hereof by reference to same. In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of Locust Grove that such adjudications shall in no manner affect the other sections, sentences, clauses, or phases of this ordinance which shall remain in full force and effect as if the invalid or unconstitutional section, sentence, clause or phrase were not originally part of the ordinance.

SECTION 7. Repeal of conflicting provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed, except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8. Effective date. This ordinance shall become effective immediately upon its adoption by the Mayor and the City Council of Locust Grove.

SO ORDAINED this 6th day of April, 2026.

CARLOS GREER, Mayor

ATTEST:

APPROVED AS TO FORM:

MISTY SPURLING, City Clerk

CITY ATTORNEY

(seal)

Exhibit C

Tap Fees

Type of Tap	Size of Pipe Connection	Fee*
Water tap fee with backflow prevention system	¾" pipe connection	\$ 365.00
Water tap fee with backflow prevention system	1" pipe connection	\$525.00
Water tap fee with backflow prevention system	1.5" pipe connection	\$1,660.00
Water tap fee with backflow prevention system	2.0" pipe connection	\$2,150.00
Sewer tap fee	N/A	\$500.00

*Water and sewer tap fees do not include street repair or bore charges, if necessary. All tap fees and estimated costs must be paid prior to initiating installation.

Exhibit D

Miscellaneous Meter Repair/Damage Fees

Replacement due to damage	Size of Pipe Connection	Fee*
Broken Meter	¾" pipe connection	\$225.00
Broken Meter	1" pipe connection	\$355.00
MXU replacement/damage	¾" pipe connection	\$275.00
MXU replacement/damage	1" pipe connection	\$365.00
Backflow replacement	Standard residential	\$125.00
Meter Box Replacement	Standard residential	\$75.00
Meter Lid Replacement	Standard residential	\$55.00
Curb Stop (our cutoff)	¾" pipe connection	\$75.00
Barrel Lock	Standard connection	\$65.00
MXU Wire	Standard connection	\$55.00
Services	Size/Type of Connection	Fee
Re-read of Meter	Standard Connection	\$25.00
Request to turn on/off service	Standard Connection	\$50.00
Meter Reinspection	New Installation	\$75.00
Reconnect/Disconnect Fee	Standard Installation	\$50.00
Meter Testing for accuracy	¾" Meter	\$200.00
Hydrant Meter Deposit	¾" Meter	\$200.00
Hydrant Meter Deposit	3" Meter	\$900.00
Hydrant Meter Monthly Minimum	¾" Meter	\$50.00
Hydrant Meter Monthly Minimum	3" Meter	\$250.00

*Fees do not include street repair or bore charges, if necessary.



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Retreat Item Coversheet

Item: Solid Waste Contract to review and approve

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: Yes – Fund 540 (Sanitation)

Date Received: March 11, 2026

Workshop Date: March 16, 2026

Regular Meeting Date: April 6, 2026

Discussion:

Attached is an Ordinance to approve the revised agreement with Waste Management for the rest of this year's collection and for future extensions as allowed in the last RFP. Some modifications have been made to the "model contract" to handle customary cost increases by CPI over any special considerations due to fuel increases (like what we're about to have over the Summer if things prolong). This basically fine-tunes the contract more than completely reimagines it.

Recommendation:

DISCUSSION

**AGREEMENT FOR
RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES (this “Agreement”) made and entered into on the ____ day of _____, 2026, (the “Effective Date”) by and between the City of LOCUST GROVE, a political subdivision of the State of GEORGIA and, by and through its Mayor and Council (“City”) and Georgia Waste Systems, LLC (“Contractor”).

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens and the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of powers of the City; and

WHEREAS, the granting of an exclusive Agreement pursuant to this Agreement to a private company for the collection, transportation and disposal of solid waste is a valid function of City and such Agreement is proprietary in nature; and

WHEREAS, City and Contractor are desirous of entering into this Agreement, under the terms of which, Contractor shall have an exclusive Agreement for a specified period of time for the collection of Residential Solid Waste; and

WHEREAS, the City has conducted an investigation and has determined that the Contractor and its affiliates have a proven reputation for providing the types of services required under this Agreement and that the Contractor has access to significant capital resources that would be available to fund the fulfillment of its responsibilities under this Agreement, all of which should greatly benefit City; and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection, transportation and disposal services as herein set out, and for the compensation as hereinafter provided and the City has deemed it to be in the best interest of the City and the residents of the City to enter into this Agreement upon such terms and conditions set forth herein in order to ensure high quality services by the Contractor to the residents of the City ; and

WHEREAS, City agrees to pay for the Services to be provided by Contractor as set forth herein.

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows; provided however, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

1.1 “Agreement” has the meaning set forth in the first paragraph above, and includes all Schedules and Exhibits attached hereto.

1.2 “Biomedical Waste” shall mean pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated.

1.3 “Bulky Waste” means discarded household items that will not fit within an empty 95 gallon cart, thus too large or too bulky to be collected by Contractor as contemplated by this Agreement, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, large toys, bicycles, fish aquariums, sofas, chairs, tables, white goods, and other similar household items.

1.4 “C&D Materials” means waste building materials and rubble, excluding Hazardous Waste, resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings, and other structures. Such waste includes, but is not limited to, wood, bricks, metal, concrete, wall board, paper, cardboard, carpeting, construction materials resulting from remodeling, inert waste landfill material, and other non-putrescible wastes which have a low potential for groundwater contamination.

1.5 “Cart” means a rollout receptacle for Residential Solid Waste with a capacity of 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. Carts may be those provided and owned by the City. If City has not provided Contractor with written notice that the City has supplied customers with Carts, then Contractor will supply Carts to customers.

1.6 “City” means the City of Locust Grove which shall include, for purposes of this Agreement, the incorporated area of the City and the areas outside the corporate bounds of the City and receiving City service(s).

1.7 “Consumer Price Index Adjustment” means the annual adjustment made at the beginning of each year by a rate published by the US Department of Labor (DOL) - Bureau of Labor Statistics, and more specifically the CPI-U (for All Urban Consumers) – Water and sewer and trash collection services, unadjusted. In the event the DOL ceases to publish this CPI table, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the US Dollar as may be available to carry out the intention of this definition.

1.8 “Contractor” has the meaning set forth in the first paragraph above.

1.9 “Curbside” means the location that is within at least four (4) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location designated by the Contractor that will provide a safe and efficient accessibility to the Contractor’s personnel and vehicles for the placement of Carts for collection pursuant to the terms of this Agreement. For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the City or special district, or a road on private property for which an easement has

been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Contractor's vehicles.

1.10 "Customer" means the owner and/or occupant of a Residential Premises.

1.11 "Disabled Person" means the owner or tenant of the Residential Premises who is disabled to the extent that he or she is incapable of placing his or her Cart at the Curbside location for collection by the Contractor and otherwise complies with the provisions of Section 3.3 below. Disabled Person shall not include any person located at commercial premises.

1.12 "Effective Date" means the date on which last party executes this Agreement as noted on the signature pages.

1.13 "Force Majeure" means any act, event, or condition having a direct material adverse effect on a party's ability to perform any obligation, agreement or covenant under this Agreement, including without limitation, Contractor's ability to collect, transport or dispose of Residential Solid Waste, if such act, event, or condition is beyond the reasonable control of the party. Such acts, events, or conditions shall include, but shall not be limited to, the following: (a) an act of God, lightning, earthquake, fire, severe weather conditions, epidemic, land-slide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the act of any governmental body on behalf of any public, quasi-public, or private entity; or (b) the order, judgment, action, or determination of any federal, state, or local court, administrative agency, or governmental body (excepting decision interpreting federal, state, and local tax laws), which adversely affects the: (i) the ability of Contractor to perform the services contemplated hereunder; (ii) the right or ability of the Contractor to dispose of the Residential Solid Waste or (iii) the suspension, termination, interruption, denial, or failure or renewal or issuance of any permit, license, consent, authorization, or approval necessary to for Contractor to perform the services contemplated hereunder

1.14 "Garbage" means solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products. Garbage does not include Hazardous Waste or Biomedical Waste.

1.15 "Hazardous Waste" means any and all (a) hazardous substances, pollutants, and contaminants, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, solid or hazardous wastes, as defined by the Resource Conservation and Recovery Act, as amended, hazardous materials, as defined by the Hazardous Materials Transportation Act, as amended, toxic substances, as defined by the Toxic Substances Control Act, as amended, toxic chemicals or extremely hazardous substances, as defined by the Emergency Planning and Community Right-To-Know Act, as amended, hazardous air pollutants, as defined by the Clean Air Act, as amended, and hazardous substances, as defined by the Clean Water Act, as amended; (b) any other toxins, chemicals, wastes, substances, or materials which is ineligible under local, state or federal law for disposal at the intended disposal site utilized by

Contractor; (c) any material that requires other than normal handling, storage, management, transfer or disposal; or (d) any other material that may cause applicable air quality or water standards to be violated by the normal operation of the disposal site to be utilized by the Contractor, or because of its size, durability or composition cannot be disposed of at such disposal site or has a reasonable possibility of otherwise adversely affecting the operation or useful life of such disposal site.

1.16 “Non-Curbside Services” has the meaning set forth in Section 3.3.

1.17 “Overage” has the meaning set forth in 1.18 “Residential Solid Waste” below, but that shall from time to time be placed outside the Cart either on top, by the side, or both locations that is merely occasional and not routine action of the Customer. **Overage used in this agreement shall only be picked up by the Contractor only on the week following the Christmas holiday, unless otherwise agreed or specified herein.**

1.18 “Residential Premises” means a dwelling within the City occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, multifamily townhomes and condominium developments (without centralized trash collection), and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

1.19 “Residential Solid Waste” means all Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C&D Materials, , Bulky Waste, White Goods, Hazardous Waste, or any Unacceptable Waste or materials as determined by the Contractor. This definition also includes commercial establishments (primarily within the historic downtown vicinity) generating waste suitable for use of one or more 95-gallon carts.

1.20 “Rubbish” means non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.21 “Services” has the meaning set forth below in Section 2.2.

1.22 “Sludge” means byproducts from the City’s Indian Creek Wastewater Pollution Control Plant pressing process containing residual solids as well as some liquid contained within the solids that must be transported to a landfill designated for the acceptance of said waste.

1.23 “Special Waste” means any and all treated/de characterized (formerly hazardous) wastes; polychlorinated biphenyl (PCB) wastes; industrial process wastes; asbestos containing material; chemical containing equipment; demolition debris; incinerator ash; medical wastes; off-spec chemicals; sludges; spill cleanup wastes; underground storage tank (UST) soils; and wastes from service industries.

1.24 “Term” has the meaning set forth below in Section 2.4.

1.25 “Unacceptable Waste” mean (a) waste and materials that are not part of the Services contemplated hereunder as determined by Contractor, (b) Hazardous Waste, Biomedical Waste, Special Waste, tires, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders,

large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs., and firearms, (c) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees, (d) the term does include stumps, roots, or shrubs with intact root balls, and specifically excludes all wood that has been treated or preserved with chromated copper arsenate (CCA), pentachlorophenol, or other chemicals which have been classified as known human carcinogens by the United States Environmental Protection Agency, and (e) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

1.26 “White Goods” means household appliances such as refrigerators, stoves, washers, dryers, water heaters and other large enameled appliances, which do not contain PCB or CFC units and have been officially certified to that effect, and in the case of freezers and refrigerators, which have had the doors removed.

1.27 “Yard Trash” means leaves, brush, grass clippings, shrub and tree pruning, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance at a Residential Premises other than mining, agricultural, and silvicultural operations..

Section 2.0 – Scope of Agreement

2.1 Recitals; Conflict. The parties hereto acknowledge and agree that the “whereas” recitals set forth above are true and correct and are hereby incorporated herein by this reference.

2.2 Scope. The performance of this scope of work and Contractors' obligations under Section 3.0 of this Agreement constitutes the Services the Contractor is required to provide in accordance with this Agreement. The work under this Agreement shall consist of the collection of Residential Solid Waste once a week at curbside by Contractor from the Residential Premises. In the performance of the Services, Contractor shall also provide the supervision, materials, and equipment necessary to complete the Services in accordance with the terms of this Agreement. Collection of Residential Solid Waste shall be mandatory for all Residential Premises in the City, and all such Residential Premises shall be required by the City to use the Services to be provided by Contractor pursuant to this Agreement. The scope of the Services to be provided by Contractor hereunder shall not be amended or modified without the mutual consent of the parties hereto.

2.3 Exclusivity. During Term of this Agreement, Contractor shall provide the Services and in accordance with the terms of this Agreement and shall have the sole and exclusive right to provide the Services throughout the City. The City hereby grants, and the Contractor hereby accepts, the sole and exclusive Agreement, license, and privilege to provide the Services during the Term of this Agreement and all renewal terms thereto. All such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Services as contemplated hereby. The City further agrees that so long as Contractor is not in default

hereunder, it will not enter into any agreement or understanding with any other person or entity for performance of the Services contemplated hereby during the Term hereof.

2.4 Term. The term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2026. No earlier than ninety (90) days and not later than sixty (60) days before December 31st of the final year of each Term including any extension of this Agreement Contractor or City may enter into good faith negotiations with the other party and agree upon rates with a permissible adjustment in the annual Consumer Price Index, if any, and modification to any other terms of this Agreement. This Agreement or any amendments thereto will be renewed automatically for a maximum of two one-year terms unless either party provides at least sixty (60) days prior written notice to the other party of its intent not to renew the Agreement prior to December 31st of each calendar year during the Terms of this Agreement. Notwithstanding any other provision of this Agreement, at the conclusion of each one-year term, the Agreement terminates absolutely; and the debts, other than any accrued liabilities for service in arrears, incurred by the City to Contractor are automatically and absolutely extinguished, satisfied and non-existent at the expiration of each one-year term regardless of whether the Agreement is renewed.

Section 3.0 – Contractor Responsibilities

3.1 Services Provided

3.1.1 Residential Solid Waste. Contractor shall collect Residential Solid Waste that is timely placed in a Cart from each Residential Premises one (1) time per week at Curbside. The Customer located at the Residential Premises shall place only bagged Residential Solid Waste in the Cart and shall place the Cart at Curbside 3 feet away from other objects by 6:30 am on the designated collection day. Contractor shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect any such Residential Solid Waste from any Residential Premises because such Residential Solid Waste was not timely placed in a Cart at Curbside in accordance with this Agreement. Contractor shall not be responsible for collecting any Residential Solid waste not properly and timely placed in a Cart in the proper location at Curbside at the designated time and on the designated date and has the right to refuse to collect all Unacceptable Waste. Contractor will collect cart contents only. Any overage amount spilling from or placed on top of cart shall not be collected. Overage as defined in 1.16 of this Agreement placed outside cart may be collected only on the week following the Christmas holiday or other extenuating event as allowed by the Contractor. Personal carts will not be collected and any overages spilling from the top of the cart will not be collected.

3.1.2 Bulky Waste. The City shall collect Bulky Waste from the Residential Premises that generate such Bulky Waste on a weekly basis. Coordination of Residential Collection and Bulk Collection shall be made between the Contractor and the City to ensure that Customers are aware of any changes in collection dates and conditions of collection of each category of trash.

3.1.3. Disposal of Waste. Contractor may deliver all Residential Solid Waste collected by Contractor to a disposal or other processing facility as determined by the Contractor in its sole discretion.

3.2 Carts

If elected under Section 1.5 of this Agreement, the City shall furnish new Carts for every Residential Premises receiving the Services as contemplated by this Agreement. Such Carts shall at all times remain the property of the City of Locust Grove. It shall be the responsibility of the Customers of the Residential Premises to properly use and safeguard the Carts. It shall be the responsibility of Contractor to properly use and not damage or destroy the Carts in performance of the Services. City shall maintain the Carts in reasonably good condition, normal wear and tear excepted. Each Customer has the care, custody and control of any Cart furnished by City and such Customer shall have responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Cart and for the cleanliness and safekeeping of such Cart. City shall have the right to charge Contractor or Customers for the cost of repair or replacement of Carts, including delivery fees, if such repair or replacement is required as a result of abuse, misuse or damage, fire, or theft.

3.3 Non-Curbside Service for Disabled Persons

Contractor shall provide back/side-door Residential Solid Waste collection services (“Non-Curbside Service”) to Disabled Persons as identified by the City who are physically unable to place the Cart at Curbside for collection by Contractor at the designated time and date contemplated by this Agreement. In no case will the quantity of persons receiving Non-Curbside Services exceed three percent (3%) of the total Residential Premises located in the City. Contractor shall provide Non-Curbside Service at no additional charge over the Service Fees then in effect for those residents not physically able to take Carts to Curbside, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside. Prior to Contractor being required to provide such Non-Curbside Service to any person, any such person requesting Non-Curbside Service must obtain a physician’s certificate certifying such disability and provide the physician’s certificate to the Contractor. In no event will Non-Curbside Service be provided at a distance of more than 150 feet from the public roadway. In the event Non-Curbside Service is provided pursuant to this Section 3.3, the Disabled Person shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight. Non-Curbside Services are not available for the collection of Bulky Waste and shall only be provided to Disabled Persons at Residential Premises.

3.4 Location of Carts for Collection

Carts shall be placed at Curbside for collection service as described herein. Carts shall be placed on or as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians with a minimum of three feet (3’) of clearance of other objects. When construction work is being performed in the right-of-way,

Carts shall be placed as close as practicable to an access point for the Contractor's collection vehicle that permits access by Contractor's collection vehicle to the Carts without endangering Contractor's employees or equipment.

3.5 Hours and Days of Operation; Holidays

3.5.1 Collection of Residential Solid Waste under this Agreement shall not start before 6:30 AM nor continue after 7:00 PM each day. No collection of Residential Solid Waste under this Agreement shall take place on any Sunday, except in the case of an extenuating event requiring missed pickup or natural disaster.

3.5.2 The following shall be holidays for the purpose of this Agreement (each a "Holiday"):

New Years' Day	Independence Day
Thanksgiving Day	Labor Day
Christmas Day	Memorial Day

Contractor may decide to observe any or all of the above mentioned Holidays by suspension of Services on the Holiday, but such decision does not relieve the Contractor of its obligation to provide the Residential Solid Waste collection service at least four days per week (Monday - Saturday) within the week the Holiday occurs (a "Holiday Week"). The Contractor shall be responsible for properly publicizing any changes in collection schedules due to observance of Holidays or for other reasons.

3.6 Routes of Collection

Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes with the days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld.

3.7 Complaints; Missed Collections; Cart Overage

3.7.1 Contractor shall furnish the City instructions for contacting the Contractor in the event of Customer complaints. Contractor shall also furnish each Residential Premises with instructions for contacting Contractor by local telephone for information or for service complaints. All complaints made to Contractor shall be given prompt and courteous attention.

3.7.2 In the case of alleged missed scheduled collections for Residential Solid Waste (a "Missed Collection"), Contractor shall investigate and advise the City how it will address the issue within twenty-four (24) hours after the complaint

is received. Contractor will be responsible for receiving all reports of Missed Collections from Residential Premises and rectifying the Missed Collection with the Customer located at the Residential Premises. In the event the Missed Collection was due solely to the fault of the Contractor and such Missed Collection was not due to an event of Force Majeure, Contractor shall collect the Residential Solid Waste from such Residential Premises within one day of receipt of the complaint, except if Missed Collection deadline falls on Sunday.

3.7.3 In the event of Cart Overage, the Contractor shall only collect in the week following the Christmas Holiday. Contractor should notify the City and Customer that they will need to purchase an additional cart for service.

3.8 Collection Equipment and Personnel

3.8.1 The Contractor shall provide an adequate number of vehicles and personnel for regular collection Services. All collection vehicles and other equipment shall be kept in good repair, normal wear and tear excepted. Each collection vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Residential Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented. Any spills from the collection vehicle must be cleaned up within 48 hours of notification by the City to the Customer.

3.8.2 The Contractor shall assign a qualified person or persons to be in charge of its performance of this Agreement. The Contractor's employees performing the Services contemplated hereunder shall wear a uniform or shirt bearing the Contractor's name. Each employee of Contractor who drives a vehicle pursuant to his or her duties in the performance of this Agreement shall, at all times, carry a valid Georgia driver's license for the type of vehicle he or she is driving. The Contractor shall provide operating and safety training for all personnel.

3.9 Access

The Contractor shall be required to provide the collection Services described herein to all Residential Premises located on publicly owned or certain privately-owned roadways accessible to standard solid waste collection vehicles. The City shall maintain all publicly owned roads and bridges in a condition that affords safe access by Contractor's standard solid waste collection vehicles. Private Streets shall be maintained in a similar condition that allows safe access by solid waste collection vehicles. The City shall require occupants of Residential Premises to place Carts at Curbside for collection in accordance with the terms and conditions of this Agreement. The City shall require the Customer located at the Residential Premises not accessible to standard solid waste collection vehicles to place Carts at an accessible location on a publicly owned roadway as determined by the Contractor. Contractor shall not be liable in any way and shall not be deemed to be in breach of this Agreement, for the failure to collect any Residential Solid Waste or other acceptable materials in the event Contractor did not have or was denied access to the

Residential Premises or to the Customer's Cart and other materials to be collected as provided hereunder.

3.10 Office

The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones and shall have a person to answer such telephones from 8:00 a.m. to 5:00 p.m. daily Monday through Friday. An internet website and or smartphone application with ability to interact with customers and the City is preferred, with electronic mail address for information and/or customer service matters.

3.11 Natural Disasters

In the event of a major flood, hurricane, tornado, major storm or other natural disaster (Act of God), the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the Services as soon after the natural disaster as possible. The collection of Residential Solid Waste shall be the highest priority unless otherwise contracted by the City for the collection of debris generated by a natural disaster that would be documented by volume and location of transport for use in reimbursement by GEMA and FEMA as appropriate. The City shall work with the County and the Contractor for pickup routes and pickup schedules as appropriate. The Contractor shall resume its performance of Services as soon as commercially practicable after such storm or disaster.

3.12 Compliance With Law; Permits

The Contractor shall comply with all applicable local, state and federal laws, rules, regulations, ordinances and statutes in the performance of this Agreement; provided, however that this Agreement shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject, and the City agrees to waive the requirements of such ordinances in the event of such a conflict. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any such applicable law, ordinance, statute, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement. Contractor shall obtain all applicable permits, licenses and other approvals necessary to perform the Services.

3.13 Delinquent and Closed Accounts

The Contractor shall discontinue the Services at any Residential Premises if directed to do so, in writing, by the City. Upon further written notification by the City, the Contractor shall resume the Services contemplated hereunder on the next regularly scheduled collection day.

Section 4.0 – City Responsibilities

4.1 Initiation of Accounts and Billing: The City will be responsible for billing and collecting the Service Fee for the Services rendered by Contractor from all Residential Premises. The City will also be responsible for setting up all new accounts with respect to newly constructed Residential Premises and receiving any necessary information from such new Residential Premises and for referring the owners of such new Residential Premises to the Contractor so that the Contractor can initiate service.

4.2 Public Education and Outreach: The Contractor will work with the City for conducting all formal public education programs and outreach related to the Services. The City will proof and approve all public education/information materials as camera-ready copy, including information to be included in packages to be distributed by the City with the Carts and via the City's Internet site.

4.2.1 Apps or other communication platforms. Contract shall maintain multiple social media applications or other appropriate communication platform to push notifications out to customers.

4.3 Service Referrals: The City will be responsible for referring to Contractor any service requests by the Customers and/or complaints of which the City becomes aware that are not reported directly to the Contractor.

4.4 Compliance With law: The City shall comply with all applicable local, state and federal laws, rules, regulations, ordinances, consents, judgments and statutes in the performance of this Agreement.

Section 5.0 – Compensation

5.1 Fees and Payment

5.1.1 Beginning on the Effective Date, for and in consideration of the Services to be performed in accordance with this Agreement, the City will pay the Contractor the Service Fees set forth on Exhibit A attached hereto and incorporated herein, as may be adjusted pursuant to the terms of this Agreement. The City shall pay the Service Fees to Contractor by the 30th day of each calendar month for the Services rendered during the previous calendar month. The City shall submit, together with payment, a statement of the Services Fees that the City believes to be due and owing to Contractor for the Services rendered by the Contractor during the previous calendar month (the "Statement of Fees") based the terms and conditions of this Agreement. Such Statement of Fees shall include the number of Residential Premises receiving the Services. The City shall pay to the Contractor the amounts set forth in the Statement of Fees and otherwise as contemplated hereby. Upon receipt of the Statement of Fees issued by the City, the Contractor shall notify the City of any dispute it may have with respect to the City's Statement of Fees, provided that the City shall pay all undisputed amounts in accordance with this Agreement. If the parties are unable to settle any such disputes with respect to any Statement of Fees within a commercially reasonable time, then the parties shall submit such dispute to the dispute resolution procedure set forth in Section 10.2.

5.1.2. The City shall submit statements and collect the fees for the Services rendered by Contractor from all Residential Premises, including those accounts which are delinquent. The Contractor shall be entitled to payment for Services rendered irrespective of whether or not the City collects amounts owed from the Residential Premises.

5.2 Service Fee Adjustments

5.2.1 Effective January 1, 2026, the residential rates will be adjusted as set forth in Exhibit A attached hereto. Those rates will be in effect for the first 12 months of this Agreement. On January 1, 2027, and on each subsequent year this Agreement is in effect, the rates shall be automatically adjusted according to changes in the Consumer Price Index (CPI) as defined in Section 1.7 for the previous 12 months.

5.2.2 The Contractor may submit a petition to the Mayor and City Council to approve or deny that ability to receive reimbursement from the City for increases beyond 10%, if any, in the cost of diesel fuel during the Term of this Agreement. Before July 1, 2027 (the "Fuel Adjustment Date"), the Contractor may notify the City in writing of the amount of such reimbursement as calculated pursuant to this Section 5.1 (the "Fuel Adjustment Notice"). Within thirty (30) days after the receipt by the City of the Fuel Adjustment Notice, the City may reimburse the Contractor an amount equal to any increases in the average cost of diesel fuel as reported by the U.S. Department of Energy, Energy Information Administration, www.eia.doe.gov, Lower Atlantic East Lower Atlanta (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15ppm) Retail Sales by All Sellers (the "Index") during the preceding twelve month period (the "Service Fee Fuel Adjustment") over the Base Cost per Gallon of Diesel Fuel. For purposes of the Service Fee Fuel Adjustment, the Base Cost per Gallon of Diesel Fuel as of the date hereof shall be \$ 3.531 (January 2026). In the event of an increase in the average Base Cost per Gallon of Diesel Fuel as reported by the Index on the Fuel Adjustment Date, Contractor shall certify to the City the number of gallons of diesel fuel consumed by Contractor in the performance of this Agreement during the preceding twelve-month period. The Service Fee Fuel Adjustment shall then be calculated based on such number of gallons of diesel fuel multiplied by the increase, if any, in the average cost per gallon of diesel fuel as reported by the Index over the Base Cost per Gallon of Diesel Fuel. Should the cost decrease by more than 10% in any given Quarter after the reimbursement period, the costs shall revert to the most recent figure. Recovery shall be monetized by customer to perform any necessary adjustments in the payment as well as collections over the adjustment period.

5.3 Other Service Fee Adjustments

In addition to the adjustments to the Service fees set forth in Section 5.2.1, the Service Fees may also be adjusted to compensate Contractor with a petition to Mayor and Council to approve or deny due to increases, if any, in the Contractor's

costs of disposal of the solid waste collected by Contractor in connection with the Services, including without limitation, due to any increases in transportation cost due to changes in location of the final disposal facility accepting such solid waste. The City agrees that Contractor may also increase rates from time to time, to adjust for increases in operational costs or expenses incurred by Contractor: (a) as a result of a "Change In Law," imposed prospectively. A Change In Law means any amendment to, or promulgation of any federal, state, City, city, or local statute, regulation, or ordinance after the date of this Agreement that imposes, changes, modifies, and/or alters requirements upon: (i) performing the Services; (ii) the operation of the applicable disposal facility accepting the solid waste collected pursuant to this Agreement; or (iii) the disposal of Residential Solid Waste, or which statute, regulation, or ordinance requires the Contractor to seek either an amendment or modification to, or reissuance of any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body entitling the Contractor to perform the Services; (b) due to any new or additional Fees and Taxes imposed after the date hereof. Fees and Taxes means any federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges directly or indirectly related to the Collection Services which are imposed on the Contractor by law, ordinance or regulation imposed prospectively; and (c) a result of an event of Force Majeure that materially and adversely affects the cost of collection, transportation or disposal of solid waste by Contractor. In addition to the foregoing, the Contractor may be permitted to charge for Non-Curbside Collection if, during the preceding period, the number of Service Units qualifying for such Collection reached three percent (3%) of Residential Premises.

Section 6.0 - Indemnity

Indemnification & Hold Harmless: The Contractor covenants and agrees to take and assume all risk and responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to on account of the performance or character of the Services rendered, and materials used pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the City of Locust Grove, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as ("City of Locust Grove Parties")) from and against any and all claims, injuries, suits actions, judgments, damages losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense, (hereinafter "Liabilities") which may be alleged or result from the Services and materials used, the performance of contracted Services, or the actions otherwise of the Contractor or any subcontractor or anyone directly or indirectly employed by the Contractor or subcontractor or anyone else for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the actions are caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the City of Locust Grove, its residents' own negligence, or City of Locust Grove Parties. These obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this provision. Furthermore, in the event of any and all claims

against the City of Locust Grove or City of Locust Grove Parties by any employee of the Contractor or any subcontractor or anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Contract or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the City of Locust Grove and City of Locust Grove Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement or the materials used during the performance of this Agreement.

Section 7.0 – Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work here under the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force.

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$500,000 each occurrence
Automobile Bodily Injury Liability	\$500,000 each person
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$500,000 each occurrence
	\$5,000,000 each occurrence

Section 8.0 – Title to Waste

Title to the Residential Waste to be collected under this Contractor shall pass to the Contractor once it is placed in the vehicle under control of the Contractor; provided however, that the Contractor shall not accept title to waste or materials that are Unacceptable Waste regardless of whether the Unacceptable Waste is loaded in the vehicle or unloaded, and title to such waste shall remain at all times with the generator thereof. The Contractor shall not be required to collect or dispose of Unacceptable Waste set-out by any Residential Premises.

Section 9.0 – Events of Default; Remedies

9.1 Events of Default by Contractor. The following shall constitute events of default on the part of the Contractor except to the extent caused by the occurrence of an event of Force Majeure or the acts of, or failure to act by, the City, its officers, employees, agents or representatives:

- 9.1.1 Failure by the Contractor to perform any material obligation of the Contractor under the terms of this Agreement, and continuance of such failure after (i) written notice thereof has been provided by the City specifying such failure and requesting that such condition be remedied, and (ii) Contractor's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) days after receiving notice from the City (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, Contractor shall not be in default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; or
- 9.1.2 The Contractor becomes insolvent or bankrupt and cannot to pay its when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.2 Events of Default by City. The following shall constitute events of default on the part of the City, except to the extent excused by the occurrence of an event of Force Majeure or the act of, or failure to act by, the Contractor:

- 9.2.1 A failure by the City to timely perform any obligation under the terms of this Agreement, and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) City's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the City shall not be in Default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; provided however, the City shall immediately be in default of this Agreement in the event the City fails to pay any amount owing to Contractor when due, and Contractor shall have no such obligation to provide any notice thereof to the City or to provide the City with such fifteen (15) day period to cure such default; or
- 9.2.2. The City becomes insolvent or bankrupt and cannot to pay its when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or

substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.3. Remedies Upon an Event of Default

9.3.1 If a party is in default pursuant to this Section 9, then, at the option of the non-defaulting party, this Agreement may be immediately terminated or suspended upon written notice to the defaulting party as contemplated by this Section 9, or this Agreement may be continued in force and the non-defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement, or to enforce performance of any covenant or obligation of the defaulting party under this Agreement; provided however, notwithstanding any alleged default by Contractor, or the election of any remedy by City in the event of such default by Contractor, City agrees to pay the Service Fees due and owing to Contractor for all Services rendered in accordance with this Agreement.

9.3.2. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Any rights of the Contractor not expressly granted in this Agreement are reserved by Contractor. Any rights of City not expressly granted in this Agreement are reserved by the City.

9.3.3 The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself. Further, each party agrees that the other would be irreparably damaged if any provisions of this Agreement were not performed in accordance with its specific terms or was otherwise breached. Therefore, to the extent provided by law, the parties agree that the non-breaching party shall be entitled to an injunction or injunctions, without being required to post any form of bond, to prevent breaches of this Agreement or any of its provisions by the breaching party and to specifically enforce this Agreement or any of its terms and provisions, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity.

9.3.4 In addition to the forgoing and any other rights or remedies that Contractor may have pursuant to this Agreement or at law or in equity, in the event the City fails to make any payment to Contractor when due as required by the provisions of this Agreement, the City shall immediately provide Contractor with a complete list of all Residential Premises and any other person or entity receiving collection Services by Contractor as provided for hereunder, such list to include such information as Contractor deems necessary. The City expressly acknowledges and agrees that in such an event of default by City, Contractor shall have the right,

but not the obligation, without any further action by the parties hereto, to bill such Residential Premises and any other person or entity directly for the collection Services rendered by Contractor, to terminate or suspend any collection Services immediately upon nonpayment by such Residential Premises and to pursue any rights and remedies available to Contractor at law or in equity as a result of such nonpayment.

9.4 Force Majeure.

Except in the case of nonpayment of the Service Fees by the City and the agreements and obligations by the City set forth in Section 2.2 and 2.3, in the event either party is rendered unable, in whole or in part, to perform its obligations hereunder due to an event of Force Majeure, it shall notify the other party of such event and the obligations of such party may be suspended during the continuation of any inability so caused by such event of Force Majeure. Except in the case of nonpayment of the Service Fees by the City for services actually performed prior to the Force Majeure and the agreements and obligations by the City set forth in Section 2.2 and 2.3, neither party shall be liable in any manner, and neither party shall be considered in default hereunder, for any failure to perform its respective obligations under this Agreement if such failure to perform is due to an event of Force Majeure. A Force Majeure does not exist unless the party asserting a Force Majeure (“Asserting Party”) provides the other party written notice of the act, event or condition which the Asserting Party deems a Force Majeure and the duration in which such party anticipates the Force Majeure will affect the Affecting Party’s obligations under this Agreement. Within 48 hours, the other party has a right to object and propose a reasonable alternative duration for the asserted Force Majeure, which shall control unless disputed by the Asserting Party, in accordance with Section 9.3 of this Agreement.

Section 10.0 – Miscellaneous Provisions

10.1 Notice. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the City:

City Manager
3644 Highway 42
Locust Grove, GA 30248
Phone: 770 957-5043

As to Contractor:

Contact
Address 1
City State ZIP
Phone

Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by written notice.

10.2 Dispute Resolution

(a) Before either party may take any legal action against the other to enforce the terms and conditions of this Agreement, the party seeking redress must first present all claims to be litigated before a mediator for mediation. If a mediator cannot be agreed upon by the parties of this Agreement, the mediator shall be selected by the presiding judge of Henry County's Superior Court. The petition for mediation shall be provided to the other party to this Agreement in the manner provided for notices in this Agreement. Mediation shall be completed within sixty (60) days from the date a mediator is selected. The cost of the mediator shall be divided equally between the parties. The parties shall participate in mediation in good faith. As a jurisdictional prerequisite, the completion of mediation or the passage of sixty (60) days after selection of a mediator must occur before either party may file suit to enforce any provision of this Agreement.

(b) This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law. The parties hereby consent to the personal jurisdiction of the state and federal courts within Henry County, and the United States District Court for the Northern District of Georgia, for the adjudication of all matters relating to, or arising under, this Agreement.

10.3 Independent Contractor

Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venturer of City, and neither party shall not hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall City have any right to enter into any agreement or commitment on behalf of Contractor or to bind Contractor in any respect whatsoever. Contractor's personnel shall not be considered employees of the City by reason of their performance of the Services or other work or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel.

10.4 Entire Agreement; Binding Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended or modified except by a subsequent modification in writing signed by the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the City and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

10.5 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

10.6 No Waiver.

Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

10.7 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

10.8 Assignment

No assignment or transfer of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the City, such consent not to be unreasonably withheld or delayed; provided however, the Contractor may assign or transfer this Agreement to an affiliate with the consent of the City.

10.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.10 Representations

The City represents and warrants to Contractor and covenants and agrees as follows:

- (a) The parties signing this Agreement on behalf of the City have been authorized to do so by specific action of Mayor and Council adopted the 6th of April, 2026 in open meeting and of record in its official minutes.
- (b) The City validly exists as a political subdivision under the laws of the State of GEORGIA. The City has full power and authority to enter into this Agreement

and to fully perform all of its duties and obligations hereunder. The City's MAYOR has duly authorized the execution and delivery of this Agreement, and this Agreement constitutes a valid and legally binding obligation of the City, enforceable in accordance with its terms. Without limiting the generality of any of the foregoing, the City has provided all public notices and held all public meetings, hearings, and the like required by applicable law, rule, regulation, or ordinance in connection with the City's and execution of this Agreement.

(c) No consents or approvals are needed for the entering into or performance of this Agreement by the City. Neither the entering into nor the performance of this Agreement by the City will result in a violation of or be in conflict with any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the City is a party or by which the City or its assets is bound.

(d) There is no action, suit, judgment, consent order or investigation or proceeding pending or, to the best of the City's knowledge and belief, threatened, relating to this Agreement. The City will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. In connection with the execution, delivery and performance of this Agreement, the City is in compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments permits, licenses, approvals, and variances, and the City has not received any notice of any complaint or violation of any of the foregoing. The City will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with any of the foregoing.

(e) The representations and warranties of the City are true and correct in all material respects at and as of the Effective Date and continuing during the Term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date evidenced on the first page hereof.

Approve as to Form

CITY OF LOCUST GROVE

City Attorney

By: _____
Name: Carlos Greer
Title: Mayor

Notary Public
My commission expires:

Attest: _____
Name: Misty Spurling
Title: City Clerk
Date: _____ SEAL

**GEORGIA WASTE SYSTEMS,
CONTRACTOR**

Witness

By: _____
Name: _____
Title: _____
Date: _____

Notary Public

Attest: _____
Name: _____
Title: _____

Corporate Seal

DRAFT

EXHIBIT A
Service Fees Effective January 1, 2026

Service Provided	Monthly Rate
Residential Service	
1 95 gallon cart once per week	\$14.95
Additional Cart per unit	\$7.25
Commercial Service	
2 95 gallon carts twice per week	\$45.00
Additional Cart per unit	\$20.00
New Carts for City (*negotiable after May 2026)	
Residential Service	
1 95-gallon cart once per week	\$15.95
Additional Cart per unit	\$7.50
Services for City	
Cart Service City Hall and Police Department	No charge
Mose Brown Roll off containers if needed, \$277.87 per haul, \$61.67/ton	
Compactor Rental	\$300/month
Open top Rentals (if needed)	\$150/month
Sludge Hauls if needed, \$277.87 per haul, City pays disposal to Landfill	
Quarterly clean up hauls at Mose Brown, 2 Hauls per Quarter at no charge	
25 Event Boxes for each event at no charge	