

**PUBLIC NOTICE** - Notice Is Hereby Given That the Tangipahoa Parish Council Will Meet in **Regular Session** on Monday, February 11, 2019 Immediately Following the Public Hearing Held At 5:30 PM At Tangipahoa Parish Government Building, 206 East Mulberry Street, Amite, Louisiana, contact number (985) 748-3211

**PUBLIC HEARING** - Notice Is Hereby Given That a Public Hearing Will Be Held by The Tangipahoa Parish Council on Monday, February 11, 2019 at 5:30 PM At Tangipahoa Parish Government Building, 206 East Mulberry Street, Amite, Louisiana, contact number (985)748-3211, on the following: None

**Tangipahoa Parish Council  
Tangipahoa Parish Government Building  
206 East Mulberry Street, Amite, LA 70422  
Regular Meeting Immediately Following Public Hearing  
February 11, 2019**

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE** (*All Veterans and active military, please render the proper salute*)

**ROLL CALL**

**CELL PHONES** - *Please Mute or Turn Off*

**ADOPTION OF MINUTES**- Regular Meeting Dated January 28, 2019

**PUBLIC INPUT** - *Anyone Wishing to Address Agenda Items Which Were Not on Public Hearing*

**PARISH PRESIDENT'S REPORT**

1. 2019 Housing Choice Voucher Utility Allowances - Washington Parish
2. Acceptance into the Parish Maintenance System- Bass Lake Estates
3. Acceptance into the Parish Maintenance System- Blythwood Estates Phase 5b
4. Approval of Phase XX Road Construction Bid
5. Approval of Intergovernmental Agreement with Tangipahoa Water District in Regards to Waterline Relocation on Club Deluxe Road

**REGULAR BUSINESS**

6. Introduction of Ordinance No. 19-02- An ordinance to abandon the certain servitude granted by Mary Anne Caskey Lazarus on January 11, 2008 in favor of the Tangipahoa Parish Council - President Government and as recorded at conveyance book 1128, page 33 in the records of the Tangipahoa Parish Clerk of Court back to the landowner or landowners
7. Introduction of T.P. Ordinance No. 19-03- An ordinance placing 45MPH speed limit signs on Vineyard Road from Morris Road to the Hammond city limits in District No. 8 in Tangipahoa Parish in accordance with Chapter 20 streets, roads, sidewalks and drainage- article I, in general- section 20
8. Introduction of T.P. Ordinance No. 19-04- An ordinance amending T.P. Ordinance No. 09-11- extending the term of the current contract with Amwaste of Louisiana
9. Introduction of T.P. Ordinance No. 19-05- An ordinance placing 25MPH speed limit signs on Genre Lane in District No. 8 in Tangipahoa Parish in accordance with Chapter 20 streets, roads, sidewalks and drainage- article I, in general- section 20

**BEER, WINE, AND LIQUOR PERMITS**

**LEGAL MATTERS**

**COUNCILMEN'S PRIVILEGES**

**ADJOURN**

Kristen Pecararo  
Clerk of Council

Daily Star  
Please Publish February 7, 2019

Posted @ T.P. Courthouse Annex February 7, 2019

In Accordance with the Americans with Disabilities Act, If You Need Special Assistance, please contact Kristen Pecararo at 985-748-2290 describing the Assistance that is necessary.

**BACKUP MATERIAL FOR AGENDA ITEM:**

2019 Housing Choice Voucher Utility Allowances - Washington Parish



POST OFFICE BOX 12  
AMITE, LOUISIANA 70422

OFFICE (985) 748-8474  
FAX (985) 748-6309

**To:** Mr. Robby Miller, Parish President  
Parish Council Members

**From:** Tonya Mabry

**Date:** January 18, 2019

**Ref:** 2019-Housing Choice Voucher Utility Allowances/Washington Parish

Attached you will find the new utility allowances as required by HUD that will be implemented by the Tangipahoa Parish Government Housing Choice Voucher Program for Washington Parish effective March 1, 2019. Please place these items on your next agenda and adopt into your minutes.

Thanks

**Allowances for Tenant-Furnished  
Utilities and Other Services**

U.S. Department of Housing and  
Urban Development  
Office of Public and Indian Housing

Date (mm/dd/yyyy):

Locality: <b>Housing Authority of Washington Parish, LA</b>		Unit Type: <b>Multi-Family (Apartment/Row House/ Townhouse/Semi-Detached/Duplex)</b>				
Utility or Service:	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>	<b>5 BR</b>
Monthly Dollar Allowances						
<b>Heating</b>						
a. Natural Gas (CPE & TOF)	\$14.00	\$16.00	\$18.00	\$19.00	\$22.00	\$23.00
b. Natural Gas (WPGD #1 & #2)	\$3.00	\$4.00	\$4.00	\$5.00	\$5.00	\$6.00
c. Bottle Gas/Propane	\$38.00	\$44.00	\$50.00	\$56.00	\$62.00	\$65.00
d. Electric (avg)	\$7.00	\$8.00	\$10.00	\$12.00	\$14.00	\$16.00
e. Electric Heat Pump (avg)	\$6.00	\$7.00	\$9.00	\$10.00	\$11.00	\$12.00
f. Oil / Other						
<b>Cooking</b>						
a. Natural Gas (CPE & TOF)	\$3.00	\$3.00	\$6.00	\$7.00	\$9.00	\$10.00
b. Natural Gas (WPGD #1 & #2)	\$1.00	\$1.00	\$1.00	\$2.00	\$2.00	\$2.00
c. Bottle Gas/Propane	\$9.00	\$9.00	\$15.00	\$21.00	\$27.00	\$30.00
d. Electric (avg)	\$4.00	\$4.00	\$6.00	\$8.00	\$10.00	\$12.00
<b>Other Electric &amp; Cooling</b>						
Other Electric (Lights & Appliances)(avg)	\$14.00	\$16.00	\$23.00	\$29.00	\$36.00	\$42.00
Air Conditioning (avg)	\$9.00	\$11.00	\$15.00	\$19.00	\$23.00	\$27.00
<b>Water Heating</b>						
a. Natural Gas (CPE & TOF)	\$7.00	\$8.00	\$11.00	\$15.00	\$18.00	\$22.00
b. Natural Gas (WPGD #1 & #2)	\$2.00	\$2.00	\$3.00	\$4.00	\$4.00	\$5.00
c. Bottle Gas/Propane	\$21.00	\$24.00	\$32.00	\$41.00	\$50.00	\$62.00
d. Electric (avg)	\$8.00	\$10.00	\$13.00	\$15.00	\$18.00	\$21.00
e. Oil / Other						
<b>Water, Sewer, Trash Collection</b>						
Water (avg)	\$26.00	\$26.00	\$30.00	\$34.00	\$38.00	\$43.00
Sewer (Town of Franklinton)	\$37.00	\$38.00	\$44.00	\$51.00	\$57.00	\$63.00
Trash Collection (Town of Franklinton)	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
<b>Tenant-supplied Appliances</b>						
Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
<b>Other—specify: Monthly Charges</b>						
Electric Charge \$9.18 Washington-St Tammany	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
Natural Gas Charge \$10.75 (CPE & TOF)	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Natural Gas Charge \$12.75 (WPGD #1 & #2)	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
<b>Actual Family Allowances</b>		Utility or Service		per month cost		
To be used by the family to compute allowance. Complete below for the actual unit rented. Name of Family Address of Unit Number of Bedrooms		Heating		\$		
		Cooking		\$		
		Other Electric		\$		
		Air Conditioning		\$		
		Water Heating		\$		
		Water		\$		
		Sewer		\$		
		Trash Collection		\$		
		Range / Microwave		\$		
		Refrigerator		\$		
		Other		\$		
		Other		\$		
		Total		\$		



**Allowances for Tenant-Furnished  
Utilities and Other Services**

U.S. Department of Housing and  
Urban Development  
Office of Public and Indian Housing

		Date (mm/dd/yyyy):				
Locality: <b>Housing Authority of Washington Parish, LA</b>		Unit Type: <b>Single-Family (Detached House/Mobile Home)</b>				
Utility or Service:	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>	<b>5 BR</b>
Monthly Dollar Allowances						
<b>Heating</b>						
a. Natural Gas (CPE & TOF)	\$20.00	\$24.00	\$26.00	\$28.00	\$31.00	\$33.00
b. Natural Gas (WPGD #1 & #2)	\$5.00	\$6.00	\$6.00	\$7.00	\$8.00	\$8.00
c. Bottle Gas/Propane	\$59.00	\$68.00	\$74.00	\$80.00	\$86.00	\$94.00
d. Electric (avg)	\$14.00	\$17.00	\$19.00	\$21.00	\$23.00	\$26.00
e. Electric Heat Pump (avg)	\$9.00	\$10.00	\$12.00	\$14.00	\$15.00	\$17.00
f. Oil / Other						
<b>Cooking</b>						
a. Natural Gas (CPE & TOF)	\$3.00	\$3.00	\$6.00	\$7.00	\$9.00	\$10.00
b. Natural Gas (WPGD #1 & #2)	\$1.00	\$1.00	\$1.00	\$2.00	\$2.00	\$2.00
c. Bottle Gas/Propane	\$9.00	\$9.00	\$15.00	\$21.00	\$27.00	\$30.00
d. Electric (avg)	\$4.00	\$4.00	\$6.00	\$8.00	\$10.00	\$12.00
<b>Other Electric &amp; Cooling</b>						
Other Electric (Lights & Appliances) (avg)	\$20.00	\$24.00	\$33.00	\$43.00	\$52.00	\$62.00
Air Conditioning (avg)	\$7.00	\$8.00	\$18.00	\$29.00	\$39.00	\$49.00
<b>Water Heating</b>						
a. Natural Gas (CPE & TOF)	\$8.00	\$10.00	\$15.00	\$19.00	\$23.00	\$27.00
b. Natural Gas (WPGD #1 & #2)	\$2.00	\$2.00	\$4.00	\$5.00	\$6.00	\$7.00
c. Bottle Gas/Propane	\$24.00	\$30.00	\$41.00	\$56.00	\$65.00	\$77.00
d. Electric (avg)	\$10.00	\$12.00	\$16.00	\$19.00	\$23.00	\$26.00
e. Oil / Other						
<b>Water, Sewer, Trash Collection</b>						
Water (avg)	\$26.00	\$26.00	\$30.00	\$34.00	\$38.00	\$43.00
Sewer (Town of Franklinton)	\$37.00	\$38.00	\$44.00	\$51.00	\$57.00	\$63.00
Trash Collection (Town of Franklinton)	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
<b>Tenant-supplied Appliances</b>						
Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
<b>Other--specify: Monthly Charges</b>						
Electric Charge \$9.18 Washington-St Tammany	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
Natural Gas Charge \$10.75 (CPE & TOF)	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Natural Gas Charge \$12.75 (WPGD #1 & #2)	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
<b>Actual Family Allowances</b>		Utility or Service		per month cost		
To be used by the family to compute allowance. Complete below for the actual unit rented. Name of Family  Address of Unit  Number of Bedrooms		Heating		\$		
		Cooking		\$		
		Other Electric		\$		
		Air Conditioning		\$		
		Water Heating		\$		
		Water		\$		
		Sewer		\$		
		Trash Collection		\$		
		Range / Microwave		\$		
		Refrigerator		\$		
		Other		\$		
		Other		\$		
		Total		\$		



**BACKUP MATERIAL FOR AGENDA ITEM:**

APPROVAL OF PHASE XX ROAD CONSTRUCTION BID



POST OFFICE BOX 215  
AMITE, LOUISIANA 70422

OFFICE (985) 748-3211  
FAX (985) 748-7576

**ROBBY MILLER**  
PARISH PRESIDENT

**February 1, 2019**  
**Project No. 19-01-22**  
**TANGIPAHOA PARISH GOVERNMENT**  
**Phase XX-Road Construction**

<b>CONTRACTOR</b>	<b>LICENSE NO.</b>	<b>5% BID BOND</b>	<b>Acknowledge Addenda (#1-5)</b>	<b>Bid Amount</b>
Barriere Construction	6276	yes	yes	3,519,116.00
Diamond B Construction	12487	yes	yes	3,970,578.95
R.J. Daigle & Sons	12031	yes	yes	4,990,675.81

**COUNCIL**

7

**TRENT FORREST**  
DISTRICT 1  
**EMILE "JOEY" MAYEAUX**  
DISTRICT 6

**JAMES BAILEY**  
DISTRICT 2  
**LIONELL WELLS**  
DISTRICT 7

**LOUIS JOSEPH**  
DISTRICT 3  
**DAVID P. VIAL**  
DISTRICT 8

**CARLO S. BRUNO**  
DISTRICT 4  
**HARRY LAVINE**  
DISTRICT 9

**H. G. "BUDDY" RIDGEL**  
DISTRICT 5  
**BOBBY CORTEZ**  
DISTRICT 10

**BACKUP MATERIAL FOR AGENDA ITEM:**

Approval of Intergovernmental Agreement with Tangipahoa Water District in Regards to Waterline Relocation on Club Deluxe Road



## **COOPERATIVE ENDEAVOR AGREEMENT**

This Cooperative Endeavor Agreement is entered into by and between:

THE PARISH OF TANGIPAHOA, represented herein by its duly authorized and empowered President, and TANGIPAHOA WATER DISTRICT, represented herein by its duly authorized Chairman of the Board of Commissioners, Bruce Bordelon, (the “District”); who declare and agree as follows:

**WHEREAS**, Article VII, Section 14© of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ... or with any public or private association, corporation, or individual”, and

**WHEREAS**, the Parish is a home rule charter government, having all powers not denied by its charter or by general law or inconsistent with the constitution, including but not limited to the specific authority to exercise general police power, as well as the pass ordinances to promote, protect and preserve the general welfare, safety, health, peace and good order of the Parish; and

**WHEREAS**, the Parish is authorized by its home rule charter to enter into joint service agreements or cooperative efforts with other governmental agencies, political subdivisions and private entities for a public purpose; and

**WHEREAS**, the District is a political subdivision established by Parish ordinance and the laws of the State of Louisiana to provide water services within its district boundaries and is authorized to enter into cooperative efforts with other governmental agencies and political subdivisions to further that propose; and

**WHEREAS**, the Parish acknowledges the benefit of, and desires to accomplish, the widening of West Clun Deluxe Road between U.S. Hwy. 51 and South Morrison Boulevard for

the benefit of the citizens of Tangipahoa Parish and the public at large; and

**WHEREAS**, the widening of West Club Deluxe Road will require the relocation of water lines established and maintained by the District (Relocation Project”);

**WHEREAS**, the District and Parish acknowledge the benefit and necessity of working collaboratively to relocate said water lines in order to proceed with the West Club Deluxe widening project; and

**WHEREAS**, this collaborative effort shall yield benefits to all Parish residents and Participants and promote to general health and welfare through enhanced infrastructure; and

**WHEREAS**, the parties agree the obligations and terms of this Agreement will further the purposes of the Parish and the District.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, it is agreed by and between the parties as follows:

#### **SCOPE OF AGREEMENT**

This Agreement shall be effective until such time as the parties have fulfilled their respective obligations and final completion and acceptance of the Relocation Project

#### **OBLIGATIONS OF THE PARTIES**

1. The District agrees to oversee the Relocation Project, including the receiving of bids, contracting with the necessary engineers and contractor for completion of the project, receiving invoices and issuing payments, evaluating performance and ensuring satisfactory performance of contractors.

2. The District has received quotes and has accepted the quote of Lawson- Bonet Construction, Inc. as the lowest responsive company.
3. The projected total project cost for the Relocation Project is \$55,000.00.
4. The Parish agrees to be responsible for 100% of the actual total project cost.
5. The Parish agrees to tender to the District 100% of the total cost, which is \$55,000.00, upon receiving an invoice from Tangipahoa Parish Water District.
6. The District agrees to provide additional information regarding the Relocation Project at the request of the Parish.
7. Should the Relocation Project costs exceed the projected total project cost, the District agrees to notify the Parish of any additional costs and reasons for additional costs being incurred. The Parish agrees to remit payment to the District within 30 days of receipt of the District's invoice.

#### **MUTUAL AND RECIPROCAL BENEFIT**

The Parish and District acknowledge and agree that the obligation and agreements of each are in the consideration of the obligations and agreements of each other and are of the mutual value.

#### **MUTUAL INDEMNIFICATION AGREEMENT**

To the extent allowed under any policy of liability insurance and to the fullest extent permitted by law, the Parish shall indemnify and hold harmless the District, its respective officials, employees, insurers and agents from and against any claims, liabilities, injuries, damages and costs (including reasonable attorney's fees and costs of defense) arising out the actions of the District, its officials, employees and agents undertaken pursuant to this Agreement.

#### **AUDITING AND FINANCIAL RESPONSIBILITY**

Each party shall be allowed to audit all aspects of the operations of the other for each activity undertaken pursuant to the Agreement. Each party shall maintain accurate books and records of the operations of such activities and shall deliver such records to the other upon request.

Each party shall maintain copies of all complaints or other written comments received

from the public regarding the work undertaken pursuant to this Agreement and shall produce such documents to the other upon request.

This Agreement does not impose any additional financial obligations on the Parish or the District, except as specifically set forth herein.

**CONTROLLING LAW**

The validity, interpretation and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

**LEGAL COMPLIANCE**

Each party shall comply with all federal, state, and local laws and regulations with respect of the Relocation Project and compliance with the obligations of this Agreement.

**THUS DONE AND SIGNED** in \_\_\_\_\_, Louisiana, by the Parish of Tangipahoa and the Tangipahoa Water District through their authorized representatives in the presence of the undersigned witnesses on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

WITNESSESS:

TANGIPAHOA PARISH GOVERNMENT

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Robby Miller, President

TANGIPAHOA WATER DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Bruce Bordelon, Chairman

**BACKUP MATERIAL FOR AGENDA ITEM:**

Introduction of Ordinance No. 19-02- An ordinance to abandon the certain sertivutde granted by Mary Anne Caskey Lazarus on January 11, 2008 in favor of the Tangipahoa Parish Council - President Government and as recorded at conveyance book 1128, page 33 in the records of the Tangipahoa Parish Clerk of Court back to the landowner or landowners



# Scott M. Perrilloux

District Attorney

21st Judicial District

Livingston, St. Helena and Tangipahoa Parishes



Clifton T. Speed  
ASSISTANT DISTRICT ATTORNEY

February 1, 2019

Ms. Kristen Pecararo  
Tangipahoa Parish Council  
Post Office Box 215  
Amite, Louisiana 70422  
Email: [kpecararo@tangipahoa.org](mailto:kpecararo@tangipahoa.org)

Re: An Ordinance To Abandon That Certain  
Servitude Granted By Mary Anne Caskey  
Lazarus On January 11, 2008 In Favor Of The  
Tangipahoa Parish Council-President  
Government And As Recorded At Conveyance  
Book 1128, page 33 In The Records Of The  
Tangipahoa Parish Clerk of Court  
Back To The Landowner or Landowner(s)

Dear Kristen:

I have prepared the above captioned ordinance at the request of and for Mr. Wesley Danna. Please place an item on the agenda for the next regular meeting of the Tangipahoa Parish Council to read as follows:

"Introduction Of An Ordinance To Abandon That Certain Servitude Granted By Mary Anne Caskey Lazarus On January 11, 2008 In Favor Of The Tangipahoa Parish Council-President Government And As Recorded At Conveyance Book 1128, page 33 In The Records Of The Tangipahoa Parish Clerk of Court Back To The Landowner or Landowner(s)."

If possible, please provide each council member with a copy of this ordinance before the meeting. If there are any questions, corrections or amendments, please contact my office. Upon the adoption of this ordinance a certified copy or duplicate original needs to be filed into the conveyance records of the Tangipahoa Parish Clerk of Court.

With best regards, I remain

Yours very truly,

Clifton T. Speed  
Assistant District Attorney

CTS/jdt  
Enclosure

ORDINANCE NUMBER \_\_\_\_\_ OF 2019

"AN ORDINANCE TO ABANDON THE SERVITUDE AND RIGHT OF WAY GRANTED BY MARY ANNE CASKEY LAZARUS TO THE TANGIPAHOA PARISH COUNCIL-PRESIDENT GOVERNMENT BY DOCUMENT DATED JANUARY 11, 2008 AS DULY RECORDED AT CONVEYANCE BOOK 1128, PAGE 33 IN THE RECORDS OF THE TANGIPAHOA PARISH CLERK OF COURT"

WHEREAS, that certain servitude and right-of-way granted by Mary Anne Caskey Lazarus to the Tangipahoa Parish Council-President Government was a temporary right-of-way to provide a go around while an off system bridge replacement was undertaken for the C. C. Road Bridge over East Bedico Creek in Tangipahoa Parish, Louisiana;

WHEREAS, the servitude and right-of-way granted by Mary Anne Caskey Lazarus to the Tangipahoa Parish Council-President Government for use by the general public over and across her property as set forth in that right-of-way servitude agreement dated January 11, 2008 and as recorded at Conveyance Book 1128, page 33 in the records of the Tangipahoa Parish Clerk of Court was never intended as a permanent servitude and right of way and is no longer needed for public purposes and has long since been abandoned by the Tangipahoa Parish Council-President Government; and

WHEREAS, the land owner has requested that the herein reference right-of-way servitude be abandoned by the Tangipahoa Parish Council-President Government.

THEREFORE BE IT ORDAINED by the Tangipahoa Parish Council, the legislative branch of parish government, which along with the Parish President of Tangipahoa Parish, Louisiana constitute the parish government, the said Tangipahoa Parish Council-President Government having a Home Rule form of government and acting pursuant to the authority of that Home Rule Charter which became effective on October 27, 1986 as follows:

That in accordance with Louisiana Revised Statute 48:701 and such other laws that may be applicable, that the dedication to public purposes of that certain right-of-way servitude by Mary Anne Caskey Lazarus to the Tangipahoa Parish Council-President Government dated January 11, 2008 and as recorded at Conveyance Book 1128, page 33 in the records of the Tangipahoa Parish Clerk of Court be and it is hereby revoked, set aside and abandoned such that the Tangipahoa Parish Council-President Government shall have no further claim to any right-of-way servitude as regards the following parcel of land, to-wit:

That certain parcel of land more particularly described in metes and bounds as being the property located West of the existing bridge over East Bedico Creek on C. C. Road beginning at Sta. 98+25, approximately 30.0 feet left of project centerline which is also a point on the apparent existing Western right-of-way of the C. C. Road and shown as the Point of Beginning on the sketch attached to the right-of-way servitude agreement by Mary Anne Caskey Lazarus to the Tangipahoa Parish Council-President Government; thence proceed North 18 deg. 28 min. 09 sec. West a distance of 97.19 feet to Sta. 99+11, 35.0 feet left of the project centerline; thence proceed North 18 deg. 08 min. 56 sec. West a distance of 85.33 feet to Sta. 99+86, 36.0 feet left of the project centerline; thence proceed North 10 deg. 26 min. 14 sec. West a distance of 119.45 feet to Sta. 100+96, 50.0 feet left of the project centerline; thence proceed North 22 deg. 00 min. 35 sec. East a distance of 132.23 feet to the apparent Western right-of-way line of C. C. Road, Sta. 102+21, approximately 25.0 feet left of the project centerline; thence proceed in a Southerly direction along the apparent existing Western right-of-way of the C. C. Road a distance of approximately 415.0 feet back to Point of Beginning, and containing 14,714 square feet or 0.34 acres, more or less. Being that same property burdened by that certain right-of-way servitude agreement between Mary Anne Caskey Lazarus and the Tangipahoa Parish Council-President Government as duly recorded at Conveyance Book 1128, page 33 in the records of the Tangipahoa Parish Clerk of Court.

BE IT FURTHER ORDAINED by the Tangipahoa Parish Council that this revocation and abandonment of servitude and right of way be and is hereby made without warranty of title to the property for the owners. This ordinance in the nature of quitclaim deed of the parish's rights in and to the property pursuant to the provisions of Louisiana Law.

THEREFORE BE IT FURTHER ORDAINED that the Tangipahoa Parish Council that the aforesaid right-of-way servitude agreement granted by Mary Anne Caskey Lazarus to the Tangipahoa Parish Council-President Government dated January 11, 2008 and as recorded at Conveyance Book 1128, page 33 in the records of the Tangipahoa Parish Clerk of Court is hereby now and forever revoked, abandoned, cancelled and abrogated.

BE IT FURTHER ORDAINED by the Tangipahoa Parish Council that this ordinance shall take effect immediately upon the signature of the Tangipahoa Parish President.

The above and foregoing ordinance having been duly submitted to the Tangipahoa Parish Council in writing; introduced at a public meeting of the Tangipahoa Parish Council; discussed at a duly scheduled and noticed public hearing; after motion and second was submitted to the official vote of the Tangipahoa Parish Council.

The motion to adopt this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

The vote thereon was as follows:

YEAS: 1) \_\_\_\_\_  
2) \_\_\_\_\_  
3) \_\_\_\_\_  
4) \_\_\_\_\_  
5) \_\_\_\_\_  
6) \_\_\_\_\_

NAYS: 1) \_\_\_\_\_  
2) \_\_\_\_\_  
3) \_\_\_\_\_  
4) \_\_\_\_\_  
5) \_\_\_\_\_

NOT VOTING: 1) \_\_\_\_\_  
2) \_\_\_\_\_  
3) \_\_\_\_\_  
4) \_\_\_\_\_  
5) \_\_\_\_\_

ABSENT: 1) \_\_\_\_\_  
2) \_\_\_\_\_  
3) \_\_\_\_\_  
4) \_\_\_\_\_



WHEREUPON the above and foregoing ordinance was declared duly adopted on this \_\_\_\_ day of February, 2019 at Amite, Tangipahoa Parish, Louisiana.

\_\_\_\_\_  
Lionel Wells  
Chairman  
Tangipahoa Parish Council

ATTEST:

\_\_\_\_\_  
Kristen Pecararo  
Clerk of Council  
Parish of Tangipahoa

Introduced: \_\_\_\_\_, 20\_\_\_\_.  
Published: \_\_\_\_\_, 20\_\_\_\_.

Delivered to Parish President: \_\_\_\_\_, 20\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_ .m.

Approved by Parish President: \_\_\_\_\_, 20\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_ .m.

\_\_\_\_\_  
Tangipahoa Parish President

Vetoed by Parish President: \_\_\_\_\_, 20\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_ .m.

\_\_\_\_\_  
Tangipahoa Parish President

Received by Council Clerk from Tangipahoa Parish President:  
\_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_ .m.

\_\_\_\_\_  
Clerk of Council

**BACKUP MATERIAL FOR AGENDA ITEM:**

Introduction of T.P. Ordinance No. 19-03- An ordinance placing 45MPH speed limit signs on Vineyard Road from Morris Road to the Hammond city limits in District No. 8 in Tangipahoa Parish in accordance with Chapter 20 streets, roads, sidewalks and drainage- article I, in general- section 20

**T.P. Ordinance No. 19-03**

AN ORDINANCE PLACING 45 MPH SPEED LIMIT SIGNS ON VINEYARD ROAD FROM MORRIS ROAD TO THE HAMMOND CITY LIMITS IN DISTRICT NO. 8 IN TANGIPAOHA PARISH IN ACCORDANCE WITH CHAPTER 20, STREETS, ROADS, SIDEWALKS AND DRAINAGE - ARTICLE I, IN GENERAL - SECTION 20-16

**BE IT ORDAINED** by the Tangipahoa Parish Council, governing authority of Tangipahoa Parish, State of Louisiana, as follows:

- 1) 45 MPH Speed Limit Signs on Vineyard Road in District No. 8

in Accordance With Chapter 20, Streets, Roads, Sidewalks And Drainage - Article I, in General - Section 20-16.

**BE IT FURTHER ORDAINED** that this ordinance shall become effective immediately upon signature of the Parish President and all previous ordinances in conflict with said ordinance are hereby repealed.

The above and foregoing ordinance having been duly submitted to the Tangipahoa Parish Council in writing; introduced at a public meeting of the Tangipahoa Parish Council; discussed at the said public hearing; after motion and second was submitted to the official vote of the Tangipahoa Parish Council.

On motion by \_\_\_\_\_ and seconded by \_\_\_\_\_, the foregoing ordinance was hereby declared adopted on this 25<sup>th</sup> day of February, 2019 by the following roll-call vote:

**YEAS:**

**NAYS:**

**ABSENT:**

**NOT VOTING:**

**ATTEST:**

\_\_\_\_\_  
Kristen Pecararo  
Clerk of Council  
Tangipahoa Parish Council

\_\_\_\_\_  
Bobby Cortez  
Chairman  
Tangipahoa Parish Council

INTRODUCED: February 11, 2019

PUBLISHED: February 7, 2019 DAILY STAR  
OFFICIAL JOURNAL

ADOPTED: February 25, 2019

DELIVERED TO PRESIDENT: \_\_\_\_\_ day of February, 2019 at

APPROVED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

VETOED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

RECEIVED FROM PRESIDENT: \_\_\_\_\_ day of February, 2019 at \_\_\_\_\_.

**BACKUP MATERIAL FOR AGENDA ITEM:**

Introduction of T.P. Ordinance No. 19-04- An ordinance amending T.P. Ordinance No. 09-11- extending the term of the current contract with Amwaste of Louisiana

## CONTRACT

This Agreement, made and executed in duplicate originals, this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Tangipahoa Parish Council, a political subdivision and body politic of the State of Louisiana domiciled in the Parish of Tangipahoa, State of Louisiana, represented herein by Robby Miller, its President who is duly authorized by the Tangipahoa Parish council, (hereinafter called the "**Parish**") and Amwaste of Louisiana, L.L.C., a Louisiana Limited Liability Company being represented herein by Charles Russell, its duly authorized President/Manager, (hereinafter called "**Contractor**").

**WITNESSETH**, that in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

### I. Definitions:

Agricultural Solid Waste: Any organic waste products that are generated from farm production operations of field crops, orchards and animals.

Bag: Plastic sack designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 pounds.

Bulky Waste: Solid waste consisting of appliances (a limit of 4 appliances per Residential Unit per year), furniture and other like waste other than agricultural solid waste, dead-animals, offal waste, or stable matter. Appliances containing CFCs ,or other refrigerants shall only be included as Bulky Waste so long as the Tangipahoa Parish Landfill accepts such appliances from Contractor for disposal and accepts the responsibility of properly removing said CFCs or other refrigerants. Bulky Waste shall be collected in a truck provided for collection on the days after New Year's, July 4th, Thanksgiving, and Christmas. Parish may direct Contractor to provide additional times. Such additional hours shall entitle Contractor to additional compensation at an amount agreed upon between the parties.

Cart: A receptacle with a capacity of at least 90 gallons constructed of plastic or fiberglass designed for mechanical dumping, semi-automated or automated. The Cart shall be equipped with wheels and handles for ease of movement and with a tight fitting lid capable of preventing entrance into the container of water or vectors. The mouth of the container shall have a diameter greater than the base.

Collection: The act of removing solid waste from the storage point at the source of generation.

Collection Routes: Areas of collection within the Parish. Each collection route has a specified day of the week upon which the Contractor is allowed material pick-up within the boundaries of the route.

Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

Container: A receptacle with a capacity of greater than 20 gallons but no more than 30 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of the container shall have a diameter greater than or equal to the base. The weight of a container and its contents shall not exceed 35 pounds.

Dead Animals: Animals or portions thereof having expired from any cause, except those slaughtered or killed for human use.

Disposal: The ordinary process of discarding useless or unwanted material in a beneficial or non-beneficial manner.

Disposal Facilities: The physical components of the disposal system, such as transfer conveyances, transfer stations, processing plants and landfills.

Garbage: Solid waste excluding Yard Waste, Dead Animals, Offal Waste, Agricultural Solid Waste, Stable Matter, Construction Debris and Bulky Waste.

Generation: The act or process of producing Solid Waste.

Missed Collection: A missed collection is defined as the failure of the Contractor to provide collection service to a Residential Unit within the route during collection hours on the day scheduled for route collection when the occupant of a Residential Unit has placed the Bag, Cart, or Container in the prescribed location prior to 5:00 a.m. on the day scheduled for Collection.

Multi-Family: The term multi-family shall refer to all residential dwelling units of more than one (1) unit, considered to be condominiums, apartment houses, grouped housing or mobile home parks.

Non-Completion of Route: Non-completion of Route is defined as the non-provision of Collection service to a block or blocks within the Collection Route during the hours of Collection upon the day scheduled for route collection.

Offal Waste: Animal waste (land or marine) matter from establishments such as butcher shops, slaughter houses, food processing and packing plants. rendering plants and fertilizer plants.

Producer: An occupant of a Residential Unit who generates Solid Waste.

Residential Solid Waste: All Garbage, Bulky Waste and Yard Waste generated by a Producer at a Residential Unit except Garbage, Bulky Waste and Yard Waste that is generated by a Producer at a Residential Unit as part of a commercial business, venture or establishment even if such business, venture or establishment is conducted in or operated out of the Residential Unit.

Residential Unit: A dwelling within the Parish occupied by a person or a group of persons, one or more of whom have subscribed with Contractor for collection service. A residential unit shall be deemed occupied when either water or domestic light and power

services are being supplied thereto. A condominium dwelling whether of single or multi-level construction, or separate single-family dwelling units, including mobile homes, shall be treated as a residential unit, except that each single-family dwelling within any such residential unit shall be billed separately as a residential unit. For the purposes of this contract the number of units shall not exceed four (4). Those units which are occupied, but do not have utility service shall be eligible for connection service and the Contractor shall be entitled to compensation.

Solid Waste: Yard Waste, Bulky Waste, useless, unwanted or discarded materials with insufficient liquid content to be free flowing, that results - from domestic, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare which may be lawfully disposed of at non-hazardous solid waste landfills permitted by State and/or Federal laws and regulations. Solid waste does not include automobile or automobile parts, Construction Debris, sewerage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not for acceptable disposal in sanitary sewerage treatment system or any material which may not be lawfully disposed of as collected in a nonhazardous solid waste landfill permitted by State and/or Federal laws.

Stable Matter: The body waste of animal and fowl, and cleanings, and waste food stuffs from all barns, stables, corrals, or pens used for stabling, caging or penning of animals or fowl.

Transportation: The movement of solid waste to a storage or Disposal Facility.

Yard Waste: Grass, leaves, flowers, stalks, stems and tree trimmings generated by a resident of a Residential Unit (not a contractor) shall be in a Bag, Cart or Container as defined herein a Bag or box the weight of which shall not exceed 35 lbs. Branches up to two (2) inches in diameter shall be cut in length not exceeding six (6) feet and shall be stacked at the curb. Tree trunks shall not exceed 50 lbs. for any one piece or four (4) feet in length. If bundles, must be tied together forming an easily handled package not exceeding four feet in length or 35 lbs. in weight. Yard Waste shall be collected on Wednesdays of each week (except for Holidays), provided the resident of the Residential Unit schedules the pick-up with Contractor on the Monday preceding the desired Wednesday pick-up

## **II. Solid Waste Collection and Disposal**

### **A. Scope:**

The services covered by this Contract are for the Collection and Transportation to Disposal Facility of Residential Solid Waste from Residential Units. In addition, Contractor shall provide a truck for the Collection of Bulky Waste.

All Residential Solid Waste collected for the Parish shall be transported to the Tangipahoa Parish Sanitary Landfill (the "Parish Landfill") for Disposal. Additionally, to the extent permitted by generators of Solid Waste residing in Tangipahoa Parish, Contractor shall dispose of Solid Waste collected by Contractor at the Tangipahoa Parish Landfill. The charge for Disposal shall be included in the rate set forth in this Contract for each Residential Unit collected by Contractor. Contractor shall bear all disposal costs.

## **B. Type of Collection:**

Contractor shall provide curbside Collection of one Cart of Residential Solid Waste to each Residential Unit the occupant or occupants of which have subscribed with Contractor for collection service, one (1) time per week. Carts shall be placed for Collection at curbside by 5:00 o'clock a.m. on the designated collection day. Collection of additional Carts may be agreed upon between occupants of Residential Units and Contractor.

Curbside refers to that portion of the roadway adjacent to paved or traveled city streets (including alleys), where mail service is provided. 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 collection vehicle. Contractor may decline to collect any Carts not so placed.

Contractor will not be required to pick up waste if a road becomes impassable and prohibits access to a Residential Unit from any direction on a road ay. Contractor, however, will be required to notify the Parish of this occurrence and will be required to pick up waste at the nearest public roadway or at a point of closure.

## **C. Operation:**

1. Hours of Operation - Collection of Solid Waste from Residential Units shall not start before 5:00 o'clock a.m. or continue after 8:00 o'clock p.m. on the same day. Exceptions to 11hours shall be effected only upon the mutual agreement of the Parish and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete Collection due to unusual circumstances.
2. Routes of Collection - Collection Routes shall be established by the Contractor and approved by the Parish. Such approval shall not unreasonably be withheld.
3. Holidays - The following shall be holidays for purposes of this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Contractor may decide to observe any or all of the above mentioned holidays or suspension of collection on service on the holiday, but such decision in no manner relieves Contractor of its obligations to provide collection service at least once per week. No collection activity shall be conducted on Sundays.

4. Complaints - All complaints shall be made directly to Contractor and shall be given prompt and courteous attention.
5. Collection of Accounts - Contractor shall collect for Residential customers at its expense.
6. Collection Equipment - Contractor shall provide an adequate number of vehicles for regular collection services. This shall include a truck for collection of Bulky Waste. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side, the identity and telephone number of Contractor.
7. Cart Collection - The Contractor shall provide a Cart for those residents who



subscribe with Contractor for collection service. Carts shall be placed at curbside for Collection, no more than five feet from roadway or curb and must be located five feet from any objects, (i.e., mailboxes, parked vehicles, etc.) Each Cart will be identified through an identification number (ID#). The ID# on the Cart must face the roadway in order to collect the Cart.. The lid on the Cart must be closed. The Contractor may choose not to collect those Carts where the lid is not shut tight. At all times the Parish will retain ownership of the Carts and Subscriber shall be responsible for loss or damage of Carts. Carts will be repossessed from any account that is 15 or more days delinquent on payment for services. There will be a twenty dollar (\$20.00) delivery fee charged to those accounts that have had their Carts repossessed and all past due monies owed on the account must be paid to current status or prepaid status.

At the request of a Residential Unit (including any Residential Unit with an occupant eligible for the Senior Citizen Discount provided for herein), Contractor shall supply and service up to three (3) additional Carts at the rate provided in Section 111.L. of this Contract.

8. Bulky Waste and Yard Waste Collection - The collection of all Bulky Waste and Yard Waste shall be arranged and scheduled by occupants of Residential Units and Contractor.

Bulky Waste, excluding appliances, shall be collected by Contractor on the days after New Year's, July 4th, Thanksgiving, and Christmas. Appliances, which have been properly certificated as having CFC's or other refrigerants removed, shall be collected as arranged and scheduled by occupants of Residential Units and Contractor.

Yard Waste shall be collected on designated service day provided the resident of the Residential Unit schedules the pick-up with Contractor on the Monday preceding the desired Wednesday pick-up.

9. Office - Contractor shall provide a full-time manager for Contractor's Tangipahoa Parish operations location (which shall be equipped with sufficient telephones, and a local or toll free number) from 8:00 a.m. to 4:30 p.m. on regular workdays.
10. Transportation - All Residential Solid Waste transported by the Contractor shall be so contained, tied, or enclosed that leaking, spilling or blowing are prevented.
11. Notification -" The Contractor shall notify Producers about complaint procedures, rates, and regulations.
12. Point of Contact - All dealings, contacts, etc., between Contractor and the Parish shall be directed by Contractor to Contract Manager, 732 E. Railroad Ave. Independence, LA 70443, Phone No. 985-878-9998 and by the Parish to Parish President, 206 E. Mulberry St., Amite,. Louisiana 70422, Phone No. 985- 748-3211.
13. Litter or Spillage - Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any waste material that has not been placed in Carts or in the manner described so that leaking, spillage or blowing are prevented. In the event of spillage by Contractor, the Contractor shall be required to clean up the litter.
14. Number of Residential Units - Contractor shall give Parish notice of the number

of Residential Units serviced by Contractor. Should the Parish ever dispute the number of Residential Units identified by Contractor pursuant to the house count, the number of Residential Units calculated by Contractor shall establish the number of Residential Units encompassed within the Contract. Should the Parish elect to participate in the house count and the Parish disagrees with the number of Residential Units identified by Contractor, than the matter shall be subject to arbitration and the decision of the arbitrator shall be binding. Expenses of arbitration shall be paid by the non-prevailing party or shall be shared, if neither party prevails. Pending the outcome of the arbitration, the number of Residential Units calculated by the Contractor shall be utilized

15. Twice annually- Contractor shall participate in a "Parishwide Clean Up Days," a program administered by the Parish. Thirty (30) yard roll-off boxes shall be placed in locations within the Parish as designated by the Parish. The placement of roll-off boxes and the Collection and Transportation of Residential Solid Waste therefrom shall be performed by Contractor at no charge. Parish Government to designate sites for clean ups. Parish will waive all tipping fees for Parish clean up days only. Contractor also shall participate in an annual parishwide Christmas tree recycling campaign sponsored by Southeastern Louisiana University ("SLU"), by providing Collection and Transportation of Christmas trees from a "drop off" site designated by SLU to Bayou Manchac for handling by others. Parish Government to designate sites for cleanup. Parish will waive all tipping fees for associates with Parish Clean Up. Tipping fees will be waived for Parish clean up days only.

### **III. General Conditions:**

#### **A. Compliance with Jaws**

Contractor shall conduct operations under this Contract in compliance with all applicable laws.

#### **B. Compliance with OSHA**

Contractor shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) standards, rules, and regulations.

#### **C. Civil Rights and Discrimination**

Contractor shall adhere in hiring and employment practices to the provisions of all applicable federal, state, and local laws which relate to civil rights and discrimination.

#### **D. Effective Date**

This Contract shall be effective as of May 1, 2009. Performance of Contract shall commence on the first day of May 1, 2009, unless extended by the Parish.

#### **E. Nondiscrimination**

Contractor shall not discriminate against any person because of race, sex, creed, color, religion or natural origin. This nondiscrimination clause shall be included in any sub-contracts associated with the performance of this Agreement.

**F. Indemnity**

Contractor will indemnify, save harmless, and exempt the Parish, its officers, agents, servants and employees from and against any and all liability. suits., actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of or *in* any way concerning or incident to any work done in the performance of this Contract or arising out of a willful or negligent act or omission of Contractor, its officers, agents, servants and employees; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of willful or negligent act or omission of the Parish, its officers, agents, servants and employees.

**G. Licenses and Taxes**

Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the Parish in effect during the Term of this Contract All other taxes or fees imposed by any governmental agency shall be passed on to the Parish.

**H. Qualifications**

Contractor and its drivers must hold all applicable licenses and certifications that may be required by law for the driving and operation of Solid Waste Collection and Transportation vehicles, including but not limited to any applicable Department of Public Safety, Office of Motor Vehicles licenses and DOTD certifications. All operators of Solid Waste Facilities for Contractor must hold all licenses and certifications that may be required by law. Contractor shall hold any necessary Louisiana Public Service Commission certifications and/or authorization as required by law and shall hold any necessary certifications by the Louisiana State Licensing Board for Contractors as required by law.

**I. Term of the Contract**

The Contract shall be for a five (5) year period beginning upon the Effective Date of the Contract and ending five (5) years thereafter. The initial five (5) year term of this contract shall be extended for one (1) additional five (5) year term, unless either partynotifies the other party in writing;; not less than ninety (90) days prior to the expiration of the initial five (5) year term of its intention to terminate this Contract Contractor shall notify Parish of the termination date 180 days in advance thereof. Any such written notice shall be served by certified or registered mail, return receipt requested.

Contractor and Parish agree, not less than ninety (90) days prior to the expiration of the contract term, to enter into good faith negotiations of a new Solid Waste Collection and Transportation for Disposal agreement between the parties.

**J. Insurance**

The Contractor shall at all times during the Contract maintain in full force and effect, Workmen's Compensation, Employer's Liability, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Parish and before commencement of work hereunder, the Contractor agrees to :furnish the Parish Certificates of Insurance or .other evidence satisfactory to the Parish to the effect that such insurance has been procured and is in force. Such certificates shall provide that written notice

shall be given to the Parish at least thirty (30) days prior to cancellation or modification of any such policy. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Parish.

For the purpose of the Contract, the Contractor shall carry the following types of

insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory or \$1,000,000 per occurrence, whichever is greater
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$500,000 each occurrence \$500,000 each occurrence
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence
Environmental Impairment Liability	\$3,000,000 each occurrence

**K. Security for Performance**

Contractor will be required to furnish and at all times during the Contract maintain in full force and effect, one of the following instruments, as security for the performance of this Contract: a corporate surety bond, letter of credit or corporate guaranty.

1. -If a corporate surety bond is furnished, it shall be furnished as security for the performance of its covenants and conditions contained in this Agreement, for the entire term of this Agreement. The said surety bond shall be in the amount of \$200,000. Premiums for the said bond shall be paid by Contractor and evidence of the payment of said premiums shall be furnished, from time to time, by Contractor to Parish. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Louisiana and the attorneys-in-fact who sign the said surety bond must file with the bond a certified and effectively dated copy of their Power of Attorney.
2. If a letter of credit is furnished, it shall be issued by a bank chartered in the United States of America.

3. If a corporate guaranty is :furnished, the corporate guaranty must recite that the guarantor corporation meets or exceeds \$200,000. It must guarantee to the Parish that in the event Contractor fails to perform in accordance with the Contract, the guarantor shall do so.

**L. Rates**

1. a. The occupant of each Residential Unit subscribing for services shall pay, in accordance with his Contract, as follows:

The occupant of each Residential Unit shall pay for each Cart a sum not to exceed Eighteen Dollars and 00/100 cents per month.

- b. Parish may provide to Contractor a supplement to offset scheduled annual increases to Residential Units.
  - c. For natural disasters, the Parish shall pay One Hundred Seventy dollars and 00/100 (\$170.00) per hour per garbage collection unit for a 25 cubic yard garbage truck with three-man crew or a 30 cubic yard trash truck with a two-man crew. This charge is for Collection only. Disposal fees shall be added to the amount paid by the Parish to Contractor.
  - d. An occupant of a Residential Unit who is the head of the household and 65 years of age or over, as demonstrated by a driver's license or certified birth certificate, shall be eligible for a discount of twenty-nine (29%) percent from the rate Under no circumstances shall said discount apply to any other Residential Unit but shall be limited only to one (1) Residential Unit.
2. Disposal cost per ton, \$13.02 per ton of Residential Solid Waste at the Disposal Facility.
  3. Round trip mileage from center of Parish to the proposed Disposal Facility: thirteen (13) road miles.
  4. For the purposes expressed in Section X, the transportation cost per mile is \$1.58.

**M. Carts:**

Effective May 1, 2009, Contractor shall purchase and provide Carts needed for Residential Units served by Contractor, and for any additional Carts requested by Residential Units at an additional charge of \$60.00, subject to any increase due to an increase in cost from the manufacturer. Additionally, Contractor shall provide maintenance and repair for all Carts supplied to Residential Units.

**N. Basis and Method of Payment:**

1. Solid Waste Collection and Disposal Rates

For Collection and Transportation to Disposal Facility for Disposal required to be performed pursuant to this Contract, the charges shall be as specified in III.L. and adjusted in accordance with Sections III.V, ITI.W and III.X of this Contract.

2. Modification to Rates

Contractor may petition the Parish for additional rate and price adjustments at reasonable times on the basis of unusual changes in its- cost of operations, such 8:S revised

laws, ordinances, or regulations; and for other reasons.

3. Contractor Billings to Residential Unit

Each Residential Unit shall subscribe with Contractor for collection services by paying Contractor directly, in advance, monthly, quarterly, semi-monthly or annually, as agreed by the Residential Unit and Contractor. Such billing and payment shall be based on the price rates and schedules set forth in this Contract.

4. Audit

The Parish may request and be provided with an audit of actual expense to validate any request for increase in rates that in the Parish's opinion,- appears to be unusual or not supportive by the data provided by Contractor. Such audits shall be furnished to the Parish prior to any additional payment made by the Parish as requested by the Contractor. The Contractor must request the audit within thirty (30) days of notification of an increase in rates.

**O. Transferability of Contract**

No assignment of this Contract or any right occurring under this Contract shall be made in whole or in part by the Contractor, either voluntarily or involuntarily or by any process of law and shall not be or come under the control of creditors or trustee(s) of Contractor, except to an entity affiliated with Contractor without the express prior written consent of the Parish, which consent shall not be unreasonably withheld. An entity affiliated with Contractor shall include an entity owning an interest in Contractor or an entity in which Contractor owns an interest. In the event of any assignment, the assignee shall assume the liability of the Contractor.

**P. Non-Exclusive Contract**

The Contractor shall be the sole and exclusive agent to provide Solid Waste Collection and Hauling services for Disposal at the Disposal Facility, for and on behalf of the Parish. This Agreement shall not constitute a franchise or exclusive right to collect from Residential Units within the Parish.

**Q. Ownership**

Title to Solid Waste, except CFC containing waste, shall pass to the Contractor when placed in Contractor's vehicle, while Solid Waste, pursuant to this Contract, is disposed of at Parish Landfill and title shall pass to Parish upon unloading at the Parish

Landfill. Title to CFC containing waste shall at all times remain with Parish.

**R. Discontinued Service and Other Breaches of the Contract**

1. If the Contractor fails to provide the Residential Solid Waste collection services required by this Agreement for a period *in* excess of five consecutive, scheduled, working days, the Parish may take the following actions:
  - a. Employ such means as it may deem advisable and appropriate to continue work until such matter is resolved and the contractor is again able to carry out his operations under this Contract.
  - b. Deduct any and all reasonable operating expenses incurred by the Parish from any money then due or to become due the Contractor and, should the Parish's cost for continuing the operation exceed the amount due the Contractor, collect the amount due, either from the Contractor or surety or both and also to assert a lien on all properties of the Contractor.
  - c. If the Contractor is unable, for any cause, to resume performance at the end of 30 days, all liability of the Parish to the Contractor under this Agreement shall cease and the Parish shall be free to negotiate with other contractors for the operation of said Residential Solid Waste service and/or take the actions provided below for bankruptcy, default, breach of contract. Such actions shall not release the Contractor herein of his liability to the Parish for such breach of agreement.
2. In the event the Contractor shall be adjudged bankrupt either by voluntary or involuntary proceedings then this Contract shall immediately terminate and in no event shall this Contract be, or be treated as, an asset of Contractor after adjudication of bankruptcy. If Contractor shall be proven insolvent; or fail in business, this Contract may be terminated at the option of the Parish.
3. All terms, conditions, and specifications of this Contract are considered material and failure to perform any part of the Contract shall be considered a breach of contract. Should Contractor fail to perform any of his contractual obligations, the Parish may at its option, terminate the Contract ten (10) days after written
4. notification to the Contractor to remedy the violation, in the event Contractor fails to remedy the violation within said time.
5. Should it become necessary for either Party to employ an attorney to enforce the provisions of the Contract, the defaulting party shall be responsible for the payment of the non-defaulting party's reasonable attorney fees.

**S. Contractor's Liability**

Contractor shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, and for the payment of all material and equipment furnish and for the payment of material and equipment rental which is actually used in the performance of this Contract. The Contractor shall upon request, submit evidence

satisfactory to the Parish that all payrolls, equipment, or material bills and other indebtedness pertaining to the performance hereof have been paid.

**T. Termination of Contract**

In the event that it shall become impossible or unlawful for the Contractor to continue the performance of this Contract by reason of an Act of God, an act of the Legislature hereinafter passed or by act of the Parish, or by reason of a final order by a court of record in proceedings not instituted by or acquiesced in by the negligence upon the Contractor, the Contractor shall not be liable for damages arising solely out of such impossibility. The Contract shall be terminated and the Contractor shall recover from the Parish, payment for all services rendered prior to the date of termination of the Contract.

**U. Liquidated Damages**

As a breach of the service provided by this Contract would cause serious and substantial damage to the Parish and its occupants, and the nature of this Contract would render it impracticable or extremely difficult to fix the actual damage sustained by the Parish by such breach, it is agreed that in case of breach of service may elect to collect liquidated damages as specified below and not as a penalty, the amounts set forth below, such sums being agreed as the amount which the Parish will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the Parish may have as to any subsequent breach of service under this Contract.

A truck beginning residential collections prior to 5:00 a.m. unless subject to Applicable exception	\$100 per day per truck
Failure to collect missed collections within twenty-four(24) hours of notification to Contractor	\$5.00
Repetition of violations on a route after notification of spilling, non-collection crossing planted areas, or similar violations	\$ 5.00 each.

Liquidated damages shall be adjusted upward or downward at the time and at the same rate as the collection fees are adjusted.

**V. Disposal Cost Adjustment**

Should the disposal cost be increased or decreased after execution of this Contract, the Contractor will be entitled to a rate increase from the Parish, or the Parish a credit on the rate charged for Collection and Disposal. This rate adjustment will be based on 1-1/2 tons of Solid Waste generated per Residential Unit per year.

Example:	Old Disposal Rate	\$12.00 per ton
	New Disposal Rate	\$14.00 per ton
	New Rate	\$14.00
	Old Rate	<u>\$12.00</u>
	Difference	\$ 2.00



Difference X Generation Rate Change in Annual Disposal  
\$2.00 x 1.5=\$3.00

Change in Annual Disposal: 12 months= Monthly Disposal Adjustment  
\$3.00 ÷12=\$.25 per month

**W. Annexation**

Should an area be annexed by the Parish, the Contractor shall offer service to the area upon receiving proper notification from the Parish. Payments to Contractor for Residential service in the annexed area shall be calculated in the same manner as for Residential Units previously served, based on the amount of service provided to the area annexed.

**X. Change in Disposal Location**

For the purpose of establishing a basis for rate changes due to change in the disposal site, the Contractor shall submit the transportation cost to the Disposal Facility which may receive the Solid Waste on a long-term basis. Included in Section L, the Contractor has provided the round trip road miles from the center of the Parish to the proposed facility. Also to be included in Section L is the cost per Residential Unit to transport the residential material to the Disposal Facility.

Should, during the course of this Contract, the Disposal Facility change, adjustments to the total monthly rate paid by the Residential Unit will be amended based on the increase or decrease in round trip miles from the same reference point. The amended rate will be computed by dividing the existing transportation cost per residence by the round trip miles indicated in Section L for the existing Disposal Facility to obtain an average rate per mile per residence then added (or subtracted) to the existing transportation cost per residence with the total monthly rate adjusted accordingly.

Example 1:

A. Total monthly rate per Residential Unit	\$16.50
B. Cost associated with the Transportation of Materials To the Proposed Facility per Residential Unit	\$1.52
C. Round Trip Mileage from center of Parish to Existing Facility	13 miles
D. Average Transportation cost per mile, per Residential Unit	\$0.12
E. Round Trip Mileage from Center of Parish to New Facility	26 miles
F. Difference in Round Trip Mileage from Existing Processing Facility to New Processing Facility	13 miles
G. Increased (Decreased) Transportation Cost, per Residential Unit (FXD)	\$1.56
H. Amended Total Monthly Residential Rate, per Residential Unit (A plus G)	\$18.00

The information provided in Section L shall be binding in determining rate changes.

**Y. Force Majeure**

The performance of this Agreement by Contractor may be suspended and the obligations hereunder excused or extended in the event, and during the period, that such performance is prevented, hindered, or delayed by a cause or causes beyond the reasonable control of Contractor including, without limitation, default of another party; labor disputes, strike or lockout; acts of God; war; fire; explosion; national defense requirements; accidents; riot; flood; sabotage; lack of adequate fuel, power, materials, labor or transportation facilities; power failures; breakage or failure of machinery or apparatus; damage or destruction of Disposal Site/Disposal Facility and its facilities; injunctions or restraining orders; and

judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the revocation or suspension of or failure to obtain, for reasons beyond Contractor's reasonable control, any license or permits required for operation of the Disposal Site/Disposal Facility. In the event of disruption of services under any such circumstances, Contractor will make every reasonable effort to reopen the Disposal Site/Disposal Facility as soon as practicable after the cessation of the cause of suspension of services, and it will take all reasonable steps to overcome the cause of cessation of service.

- Z.** If any term, provision or condition of this Contract or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract or the application of such term, provision or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition of this Contract shall be valid and shall be enforced to the extent permitted by law.

**IN WITNESS WHEREOF**, Robby Miller, President, Tangipahoa Parish Council, has hereunto subscribed his name, and Amwaste of Louisiana, L.L.C., Contractor, has also hereunto subscribed its name on the days and dates set forth after their signatures.

WITNESSES:

PARISH OF TANGIPAHOA

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: ROBBY MILLER  
Title: Parish President  
Date:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

CONTRACTOR:  
AMWASTE OF LOUISIANA, L.L.C.

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name: CHARLES RUSSELL

Title: President/Manager

Date:

\_\_\_\_\_

Print Name: \_\_\_\_\_

**T.P. Ordinance No. 19-04**

AN ORDINANCE AMENDING T.P. ORDINANCE 09-11-  
EXTENDING THE CURRENT CONTRACT WITH AMWASTE OF  
LOUISIANA AND AUTHORIZING THE PARISH PRESIDENT TO  
SIGN SAID CONTRACT

**BE IT ORDAINED** by the Tangipahoa Parish Council- President Government, governing authority of Tangipahoa Parish, State of Louisiana, does hereby authorize the Parish President of Tangipahoa Parish, to enter into a contractual agreement designating Amwaste of Louisiana as the garbage collection services in rural areas of Tangipahoa Parish, State of Louisiana.

**BE IT FURTHER ORDAINED** that this ordinance shall become effective immediately upon signature of the Parish President and all previous ordinances in conflict with said ordinance are hereby repealed.

The above and foregoing ordinance having been duly submitted to the Tangipahoa Parish Council in writing; introduced at a public meeting of the Tangipahoa Parish Council; discussed at the said public hearing; after motion and second was submitted to the official vote of the Tangipahoa Parish Council.

On motion by \_\_\_\_\_ and seconded by \_\_\_\_\_, the foregoing ordinance was hereby declared adopted on this 25<sup>th</sup> day of February, 2019 by the following roll-call vote:

**YEAS:**

**NAYS:**

**ABSENT:**

**NOT VOTING:**

**ATTEST:**

\_\_\_\_\_  
Kristen Pecararo  
Clerk of Council  
Tangipahoa Parish Council

\_\_\_\_\_  
Lionell Wells  
Chairman  
Tangipahoa Parish Council

INTRODUCED: February 11, 2019

PUBLISHED: February 7, 2019 HAMMOND DAILY STAR -  
OFFICIAL JOURNAL

ADOPTED: February 25, 2019

DELIVERED TO PRESIDENT: \_\_\_\_\_ day of February, 2019 at \_\_\_\_\_ A.M.

APPROVED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

VETOED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

RECEIVED FROM PRESIDENT: \_\_\_\_\_ day of February, 2019 at \_\_\_\_\_ A. M.

## CONTRACT

This Agreement, made and executed in duplicate originals, on this 22nd day of May, 2009, by and between Tangipahoa Parish Council, a political subdivision and body politic of the State of Louisiana domiciled in the Parish of Tangipahoa, State of Louisiana, represented herein by Gordon Burgess, its President who is duly authorized by the Tangipahoa Parish Council, (hereinafter called the "**Parish**") and SDT Waste and Debris Services, L.L.C., a Louisiana Limited Liability Company being represented herein by Sidney D. Torres, IV, its duly authorized President/Manager, (hereinafter called "**Contractor**").

**WITNESSETH**, that in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

### **I. Definitions:**

Agricultural Solid Waste: Any organic waste products that are generated from farm production operations of field crops, orchards and animals.

Bag: Plastic sack designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 pounds.

Bulky Waste: Solid waste consisting of appliances (a limit of 4 appliances per Residential Unit per year), furniture and other like waste other than agricultural solid waste, dead animals, offal waste, or stable matter. Appliances containing CFCs or other refrigerants shall only be included as Bulky Waste so long as the Tangipahoa Parish Landfill accepts such appliances from Contractor for disposal and accepts the responsibility of properly removing said CFCs or other refrigerants. Bulky Waste shall be collected in a truck provided for collection on the days after New Year's, July 4th, Thanksgiving, and Christmas. Parish may direct Contractor to provide additional times. Such additional hours shall entitle Contractor to additional compensation at an amount agreed upon between the parties.

Cart: A receptacle with a capacity of at least 90 gallons constructed of plastic or fiberglass designed for mechanical dumping, semi-automated or automated. The Cart shall be equipped with wheels and handles for ease of movement and with a tight fitting lid capable of preventing entrance into the container of water or vectors. The mouth of the container shall have a diameter greater than the base.

Collection: The act of removing solid waste from the storage point at the source of generation.

Collection Routes: Areas of collection within the Parish. Each collection route has a specified day of the week upon which the Contractor is allowed material pick-up within the boundaries of the route.

Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

Container: A receptacle with a capacity of greater than 20 gallons but no more than 30 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of the container shall have a diameter greater than or equal to the base. The weight of a container and its contents shall not exceed 35 pounds.

Dead Animals: Animals or portions thereof having expired from any cause, except those slaughtered or killed for human use.

Disposal: The ordinary process of discarding useless or unwanted material in a beneficial or non-beneficial manner.

Disposal Facilities: The physical components of the disposal system, such as transfer conveyances, transfer stations, processing plants and landfills.

Garbage: Solid waste excluding Yard Waste, Dead Animals, Offal Waste, Agricultural Solid Waste, Stable Matter, Construction Debris and Bulky Waste.

Generation: The act or process of producing Solid Waste.

Missed Collection: A missed collection is defined as the failure of the Contractor to provide collection service to a Residential Unit within the route during collection hours on the day scheduled for route collection when the occupant of a Residential Unit has placed the Bag, Cart, or Container in the prescribed location prior to 5:00 a.m. on the day scheduled for Collection.

Multi-Family: The term multi-family shall refer to all residential dwelling units of more than one (1) unit, considered to be condominiums, apartment houses, grouped housing or mobile home parks.

Non-Completion of Route: Non-completion of Route is defined as the non-provision of Collection service to a block or blocks within the Collection Route during the hours of Collection upon the day scheduled for route collection.

Offal Waste: Animal waste (land or marine) matter from establishments such as butcher shops, slaughter houses, food processing and packing plants, rendering plants and fertilizer plants.

Producer: An occupant of a Residential Unit who generates Solid Waste.

Residential Solid Waste: All Garbage, Bulky Waste and Yard Waste generated by a Producer at a Residential Unit except Garbage, Bulky Waste and Yard Waste that is

generated by a Producer at a Residential Unit as part of a commercial business, venture or establishment even if such business, venture or establishment is conducted in or operated out of the Residential Unit.

Residential Unit: A dwelling within the Parish occupied by a person or a group of persons, one or more of whom have subscribed with Contractor for collection service. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling whether of single or multi-level construction, or separate single-family dwelling units, including mobile homes, shall be treated as a residential unit, except that each single-family dwelling within any such residential unit shall be billed separately as a residential unit. For the purposes of this contract the number of units shall not exceed four (4). Those units which are occupied, but do not have utility service shall be eligible for connection service and the Contractor shall be entitled to compensation.

Solid Waste: Yard Waste, Bulky Waste, useless, unwanted or discarded materials with insufficient liquid content to be freeflowing, that results from domestic, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare which may be lawfully disposed of at non-hazardous solid waste landfills permitted by State and/or Federal laws and regulations. Solid waste does not include automobile or automobile parts, Construction Debris, sewerage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not for acceptable disposal in sanitary sewerage treatment system or any material which may not be lawfully disposed of as collected in a nonhazardous solid waste landfill permitted by State and/or Federal laws.

Stable Matter: The body waste of animal and fowl, and cleanings, and waste food stuffs from all barns, stables, corrals, or pens used for stabling, caging or penning of animals or fowl.

Transportation: The movement of solid waste to a storage or Disposal Facility.

Yard Waste: Grass, leaves, flowers, stalks, stems and tree trimmings generated by a resident of a Residential Unit (not a contractor) shall be in a Bag, Cart or Container as defined herein, or in a Bag or box the weight of which shall not exceed 35 lbs. Branches up to two (2) inches in diameter shall be cut in length not exceeding six (6) feet and shall be stacked at the curb. Tree trunks shall not exceed 50 lbs. for any one piece or four (4) feet in length. If bundles, must be tied together forming an easily handled package not exceeding four feet in length or 35 lbs. in weight. Yard Waste shall be collected on Wednesdays of each week (except for Holidays), provided the resident of the Residential Unit schedules the pick-up with Contractor on the Monday preceding the desired Wednesday pick-up.

## **II. Solid Waste Collection and Disposal**

### **A. Scope:**

The services covered by this Contract are for the Collection and Transportation to Disposal Facility of Residential Solid Waste from Residential Units. In addition, Contractor shall provide a truck for the Collection of Bulky Waste.

All Residential Solid Waste collected for the Parish shall be transported to the Tangipahoa Parish Sanitary Landfill (the "Parish Landfill") for Disposal. Additionally, to the extent permitted by generators of Solid Waste residing in Tangipahoa Parish, Contractor shall dispose of Solid Waste collected by Contractor at the Tangipahoa Parish Landfill. The charge for Disposal shall be included in the rate set forth in this Contract for each Residential Unit collected by Contractor. Contractor shall bear all disposal costs.

Although Contractor shall bear disposal costs, the Parish shall provide a credit of \$5,000.00 per month to Contractor to apply against disposal costs for the first 12 months of this contract.

### **B. Type of Collection:**

Contractor shall provide curbside Collection of one Cart of Residential Solid Waste to each Residential Unit the occupant or occupants of which have subscribed with Contractor for collection service, one (1) time per week. Carts shall be placed for Collection at curbside by 5:00 o'clock a.m. on the designated collection day. Collection of additional Carts may be agreed upon between occupants of Residential Units and Contractor.

Curbside refers to that portion of the roadway adjacent to paved or traveled city streets (including alleys), where mail service is provided. 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 collection vehicle. Contractor may decline to collect any Carts not so placed.

Contractor will not be required to pick up waste if a road becomes impassable and prohibits access to a Residential Unit from any direction on a roadway. Contractor, however, will be required to notify the Parish of this occurrence and will be required to pick up waste at the nearest public roadway or at a point of closure.

### **C. Operation:**

1. Hours of Operation - Collection of Solid Waste from Residential Units shall not start before 5:00 o'clock a.m. or continue after 8:00 o'clock p.m. on the same day. Exceptions to hours shall be effected only upon the mutual agreement of the Parish and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete Collection due to unusual circumstances.
2. Routes of Collection - Collection Routes shall be established by the Contractor and approved by the Parish. Such approval shall not unreasonably be withheld.



3. Holidays - The following shall be holidays for purposes of this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Contractor may decide to observe any or all of the above mentioned holidays or suspension of collection on service on the holiday, but such decision in no manner relieves Contractor of its obligations to provide collection service at least once per week. No collection activity shall be conducted on Sundays.

4. Complaints - All complaints shall be made directly to Contractor and shall be given prompt and courteous attention.
5. Collection of Accounts - Contractor shall collect for Residential customers at its expense.
6. Collection Equipment - Contractor shall provide an adequate number of vehicles for regular collection services. This shall include a truck for collection of Bulky Waste. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side, the identity and telephone number of Contractor.

Contractor shall provide a minimum of three (3) NEW fully automated (side-load) collection vehicles by May 1, 2009.

7. Cart Collection - The Contractor shall provide a Cart for those residents who subscribe with Contractor for collection service. Carts shall be placed at curbside for Collection, no more than five feet from roadway or curb and must be located five feet from any objects, (i.e., mailboxes, parked vehicles, etc.) Each Cart will be identified through an identification number (ID#). The ID# on the Cart must face the roadway in order to collect the Cart. The lid on the Cart must be closed. The Contractor may choose not to collect those Carts where the lid is not shut tight. At all times the Parish will retain ownership of the Carts and Subscriber shall be responsible for loss or damage of Carts. Carts will be repossessed from any account that is 15 or more days delinquent on payment for services. A Cart that does not have a current proof of payment sticker affixed will not be emptied on its collection day and will be subject to repossession without notification. There will be a twenty dollar (\$20.00) delivery/reactivation fee charged to those accounts that have had their Carts repossessed and all past due monies owed on the account must be paid to current status or prepaid status.

At the request of a Residential Unit (including any Residential Unit with an occupant eligible for the Senior Citizen Discount provided for herein), Contractor shall supply and service up to three (3) additional Carts at the rate provided in Section III.L. of this Contract.

8. Bulky Waste and Yard Waste Collection - The collection of all Bulky Waste and Yard Waste shall be arranged and scheduled by occupants of Residential Units and Contractor.

Bulky Waste, excluding appliances, shall be collected by Contractor on the days after New Year's, July 4th, Thanksgiving, and Christmas. Appliances, which have been properly certificated as having CFC's or other refrigerants removed, shall be collected as arranged and scheduled by occupants of Residential Units and Contractor.

Yard Waste shall be collected on Wednesday of each week (except for Holidays), provided the resident of the Residential Unit schedules the pick-up with Contractor on the Monday preceding the desired Wednesday pick-up.

9. Office - Contractor shall provide a full-time manager for Contractor's Tangipahoa Parish operations location (which shall be equipped with sufficient telephones, and a local or toll free number) from 8:00 a.m to 4:30 p.m. on regular workdays.
10. Transportation - All Residential Solid Waste transported by the Contractor shall be so contained, tied, or enclosed that leaking, spilling or blowing are prevented.
11. Notification - The Contractor shall notify Producers about complaint procedures, rates, and regulations.
12. Point of Contact - All dealings, contacts, etc., between Contractor and the Parish shall be directed by Contractor to Contract Manager, 100 West Virtue Street, Chalmette, Louisiana, 70433, Phone No. 504-940-2177 and by the Parish to Parish President, 206 E. Mulberry St., Amite, Louisiana 70422, Phone No. 985-748-3211.
13. Litter or Spillage - Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any waste material that has not been placed in Carts or in the manner described so that leaking, spillage or blowing are prevented. In the event of spillage by Contractor, the Contractor shall be required to clean up the litter.
14. Number of Residential Units - Contractor shall give Parish notice of the number of Residential Units serviced by Contractor. Should the Parish ever dispute the number of Residential Units identified by Contractor pursuant to the house count, the number of Residential Units calculated by Contractor shall establish the number of Residential Units encompassed within the Contract. Should the Parish elect to participate in the house count and the Parish disagrees with the number of Residential Units identified by Contractor, than the matter shall be subject to arbitration and the decision of the arbitrator shall be binding. Expenses of arbitration shall be paid by the non-prevailing party or shall be shared, if neither

party prevails. Pending the outcome of the arbitration, the number of Residential Units calculated by the Contractor shall be utilized.

15. Twice annually - Contractor shall participate in a "Parishwide Clean Up Days," a program administered by the Parish, by providing up to five (5) thirty (30) yard roll-off boxes which shall be placed in locations within the Parish as designated by the Parish. The placement of roll-off boxes and the Collection and Transportation of Residential Solid Waste therefrom shall be performed by Contractor at no charge; however, Parish shall bear all costs of Disposal.

Contractor also shall participate in an annual parishwide Christmas tree recycling campaign sponsored by Southeastern Louisiana University ("SLU"), by providing Collection and Transportation of Christmas trees from a "drop off" site designated by SLU to Bayou Manchac for handling by others.

### **III. General Conditions:**

#### **A. Compliance with laws**

Contractor shall conduct operations under this Contract in compliance with all applicable laws.

#### **B. Compliance with OSHA**

Contractor shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) standards, rules, and regulations.

#### **C. Civil Rights and Discrimination**

Contractor shall adhere in hiring and employment practices to the provisions of all applicable federal, state, and local laws which relate to civil rights and discrimination.

#### **D. Effective Date**

This Contract shall be effective as of May 1, 2009. Performance of Contract shall commence on the first day of May 1, 2009, unless extended by the Parish.

#### **E. Nondiscrimination**

Contractor shall not discriminate against any person because of race, sex, creed, color, religion or natural origin. This nondiscrimination clause shall be included in any sub-contracts associated with the performance of this Agreement.

#### **F. Indemnity**

Contractor will indemnify, save harmless, and exempt the Parish, its officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of or in any way concerning or incident to any work done in the performance of this Contract or arising out of a willful or negligent act or omission of Contractor, its officers, agents, servants and employees; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of willful or negligent act or omission of the Parish, its officers, agents, servants and employees.

**G. Licenses and Taxes**

Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the Parish in effect during the Term of this Contract. All other taxes or fees imposed by any governmental agency shall be passed on to the Parish.

**H. Qualifications**

Contractor and its drivers must hold all applicable licenses and certifications that may be required by law for the driving and operation of Solid Waste Collection and Transportation vehicles, including but not limited to any applicable Department of Public Safety, Office of Motor Vehicles licenses and DOTD certifications. All operators of Solid Waste Facilities for Contractor must hold all licenses and certifications that may be required by law. Contractor shall hold any necessary Louisiana Public Service Commission certifications and/or authorization as required by law and shall hold any necessary certifications by the Louisiana State Licensing Board for Contractors as required by law.

**I. Term of the Contract**

The Contract shall be for a five (5) year period beginning upon the Effective Date of the Contract and ending five (5) years thereafter. The initial five (5) year term of this contract shall be extended for one (1) additional five (5) year term, unless either party notifies the other party in writing; not less than ninety (90) days prior to the expiration of the initial five (5) year term of its intention to terminate this Contract. Contractor shall notify Parish of the termination date 180 days in advance thereof. Any such written notice shall be served by certified or registered mail, return receipt requested.

Contractor and Parish agree, not less than ninety (90) days prior to the expiration of the contract term, to enter into good faith negotiations of a new Solid Waste Collection and Transportation for Disposal agreement between the parties.

**J. Insurance**

The Contractor shall at all times during the Contract maintain in full force and effect, Workmen's Compensation, Employer's Liability, Public Liability and Property

Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Parish and before commencement of work hereunder, the Contractor agrees to furnish the Parish Certificates of Insurance or other evidence satisfactory to the Parish to the effect that such insurance has been procured and is in force. Such certificates shall provide that written notice shall be given to the Parish at least thirty (30) days prior to cancellation or modification of any such policy. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Parish.

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

<u>Coverages</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory or \$1,000,000 per occurrence, whichever is greater
Employer's Liability	\$ 500,000
Bodily Injury Liability Except Automobile	\$ 500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$ 500,000 each occurrence \$ 500,000 aggregate
Automobile Bodily Injury Liability	\$ 500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$ 500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence
Environmental Impairment Liability	\$3,000,000 each occurrence

**K. Security for Performance**

Contractor will be required to furnish and at all times during the Contract maintain in full force and effect, one of the following instruments, as security for the performance of this Contract: a corporate surety bond, letter of credit or corporate guaranty.

1. If a corporate surety bond is furnished, it shall be furnished as security for the performance of its covenants and conditions contained in this Agreement, for the entire term of this Agreement. The said surety bond shall be in the amount of \$200,000. Premiums for the said bond shall be paid by Contractor and evidence of the payment of said premiums shall be furnished, from time to time, by Contractor to Parish. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Louisiana and the attorneys-in-fact who sign the said surety bond must file with the bond a certified and effectively dated copy of their Power of Attorney.

2. If a letter of credit is furnished, it shall be issued by a bank chartered in the United States of America.

3. If a corporate guaranty is furnished, the corporate guaranty must recite that the guarantor corporation meets or exceeds \$200,000. It must guarantee to the Parish that in the event Contractor fails to perform in accordance with the Contract, the guarantor shall do so.

#### **L. Rates**

1. a. The occupant of each Residential Unit subscribing for services shall pay, in accordance with his Contract, as follows:

**Year One:** The occupant of each Residential Unit shall pay for each Cart a sum not to exceed Fourteen Dollars and 95/100 cents per month.

**Year Two:** The occupant of each Residential Unit shall pay for each Cart a sum not to exceed Fourteen Dollars and 95/100 cents per month.

**Year Three:** The occupant of each Residential Unit shall pay for each Cart a sum not to exceed Sixteen Dollars and 50/100 cents per month.

**Year Four:** The occupant of each Residential Unit shall pay for each Cart a sum not to exceed Sixteen Dollars and 50/100 cents per month.

**Year Five:** The occupant of each Residential Unit shall pay for each Cart a sum not to exceed Sixteen Dollars and 50/100 cents per month.

- b. Parish may provide to Contractor a supplement to offset scheduled annual increases to Residential Units.
- c. For natural disasters, the Parish shall pay One Hundred Seventy dollars and 00/100 (\$170.00) per hour per garbage collection unit for a 25 cubic yard garbage truck with three-man crew or a 30 cubic yard trash truck with a two-man crew. This charge is for Collection only. Disposal fees shall be added to the amount paid by the Parish to Contractor.

- d. An occupant of a Residential Unit who is the head of the household and 65 years of age or over, as demonstrated by a driver's license or certified birth certificate, shall be eligible for a discount of twenty-five (25%) percent from the rate (e.g., a \$3.74 discount from a rate of \$14.95 which would result in a charge of \$11.21) for the Residential Unit which he occupies through March 30, 2011. Under no circumstances shall said discount apply to any other Residential Unit but shall be limited only to one (1) Residential Unit.
  - e. Residential Units which subscribe to automatic payment draft, or who pay for one year's services in full, in advance, shall be entitled to a \$1.00 reduction in the monthly rate.
2. Disposal cost per ton, \$12.00 per ton of Residential Solid Waste at the Disposal Facility.
  3. Round trip mileage from center of Parish to the proposed Disposal Facility: thirteen (13) road miles.
  4. For the purposes expressed in Section X, the transportation cost per mile is \$1.58.

**M. Carts:**

Effective May 1, 2009, Contractor shall purchase and provide Carts needed for Residential Units served by Contractor, and for any additional Carts requested by Residential Units at an additional charge of \$60.00, subject to any increase due to an increase in cost from the manufacturer. Additionally, Contractor shall provide maintenance and repair for all Carts supplied to Residential Units.

**N. Basis and Method of Payment**

1. Solid Waste Collection and Disposal Rates

For Collection and Transportation to Disposal Facility for Disposal required to be performed pursuant to this Contract, the charges shall be as specified in III.L. and adjusted in accordance with Sections III.V, III.W and III.X of this Contract.

2. Modification to Rates

Contractor may petition the Parish for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; and for other reasons.

3. Contractor Billings to Residential Unit

Each Residential Unit shall subscribe with Contractor for collection services by paying Contractor directly, in advance, monthly, quarterly, semi-monthly or annually, as agreed by the Residential Unit and Contractor. Such billing and payment shall be based on the price rates and schedules set forth in this Contract.

4. Audit

The Parish may request and be provided with an audit of actual expense to validate any request for increase in rates that in the Parish's opinion, appears to be unusual or not supportive by the data provided by Contractor. Such audits shall be furnished to the Parish prior to any additional payment made by the Parish as requested by the Contractor. The Contractor must request the audit within thirty (30) days of notification of an increase in rates.

**O. Transferability of Contract**

No assignment of this Contract or any right occurring under this Contract shall be made in whole or in part by the Contractor, either voluntarily or involuntarily or by any process of law and shall not be or come under the control of creditors or trustee(s) of Contractor, except to an entity affiliated with Contractor without the express prior written consent of the Parish, which consent shall not be unreasonably withheld. An entity affiliated with Contractor shall include an entity owning an interest in Contractor or an entity in which Contractor owns an interest. In the event of any assignment, the assignee shall assume the liability of the Contractor.

**P. Non-Exclusive Contract**

The Contractor shall be the sole and exclusive agent to provide Solid Waste Collection and Hauling services for Disposal at the Disposal Facility, for and on behalf of the Parish. This Agreement shall not constitute a franchise or exclusive right to collect from Residential Units within the Parish.

**Q. Ownership**

Title to Solid Waste, except CFC containing waste, shall pass to the Contractor when placed in Contractor's vehicle, while Solid Waste, pursuant to this Contract, is disposed of at Parish Landfill and title shall pass to Parish upon unloading at the Parish Landfill. Title to CFC containing waste shall at all times remain with Parish.

**R. Discontinued Service and Other Breaches of the Contract**

1. If the Contractor fails to provide the Residential Solid Waste collection services required by this Agreement for a period in excess of five consecutive, scheduled, working days, the Parish may take the following actions:



- a. Employ such means as it may deem advisable and appropriate to continue work until such matter is resolved and the Contractor is again able to carry out his operations under this Contract.
  - b. Deduct any and all reasonable operating expenses incurred by the Parish from any money then due or to become due the Contractor and, should the Parish's cost for continuing the operation exceed the amount due the Contractor, collect the amount due, either from the Contractor or surety or both and also to assert a lien on all properties of the Contractor.
  - c. If the Contractor is unable, for any cause, to resume performance at the end of 30 days, all liability of the Parish to the Contractor under this Agreement shall cease and the Parish shall be free to negotiate with other contractors for the operation of said Residential Solid Waste service and/or take the actions provided below for bankruptcy, default, breach of contract. Such actions shall not release the Contractor herein of his liability to the Parish for such breach of agreement.
2. In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this Contract shall immediately terminate and in no event shall this Contract be, or be treated as, an asset of Contractor after adjudication of bankruptcy. If Contractor shall be proven insolvent; or fail in business, this Contract may be terminated at the option of the Parish.
  3. All terms, conditions, and specifications of this Contract are considered material and failure to perform any part of the Contract shall be considered a breach of contract. Should Contractor fail to perform any of his contractual obligations, the Parish may at its option, terminate the Contract ten (10) days after written notification to the Contractor to remedy the violation, in the event Contractor fails to remedy the violation within said time.
  4. Should it become necessary for either Party to employ an attorney to enforce the provisions of the Contract, the defaulting party shall be responsible for the payment of the non-defaulting party's reasonable attorney fees.

#### **S. Contractor's Liability**

Contractor shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, and for the payment of all material and equipment furnished, and for the payment of material and equipment rental which is actually used in the performance of this Contract.

The Contractor shall upon request, submit evidence satisfactory to the Parish that all payrolls, equipment, or material bills and other indebtedness pertaining to the performance hereof have been paid.

**T. Termination of Contract**

In the event that it shall become impossible or unlawful for the Contractor to continue the performance of this Contract by reason of an Act of God, an act of the Legislature hereinafter passed, or by act of the Parish, or by reason of a final order by a court of record in proceedings not instituted by or acquiesced in by the negligence upon the Contractor, the Contractor shall not be liable for damages arising solely out of such impossibility. The Contract shall be terminated and the Contractor shall recover from the Parish, payment for all services rendered prior to the date of termination of the Contract.

**U. Liquidated Damages**

As a breach of the service provided by this Contract would cause serious and substantial damage to the Parish and its occupants, and the nature of this Contract would render it impracticable or extremely difficult to fix the actual damage sustained by the Parish by such breach, it is agreed that in case of breach of service, the Parish may elect to collect liquidated damages as specified below and not as a penalty, the amounts set forth below, such sums being agreed as the amount which the Parish will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the Parish may have as to any subsequent breach of service under this Contract.

A truck beginning residential collections prior to 5:00 a.m. unless subject to applicable exception	\$100 per day per truck
Failure to collect missed collections within twenty-four (24) hours of notification to Contractor	\$ 5.00 each

Repetition of violations on a route after notification of spilling, non-collection, crossing planted areas, or similar violations \$ 5.00 each

Liquidated damages shall be adjusted upward or downward at the time and at the same rate as the collection fees are adjusted.

**V. Disposal Cost Adjustment**

Should the disposal cost be increased or decreased after execution of this Contract, the Contractor will be entitled to a rate increase from the Parish, or the Parish a credit on the rate charged for Collection and Disposal. This rate adjustment will be based on 1-1/2 tons of Solid Waste generated per Residential Unit per year.

Example:	Old Disposal Rate	\$ 12.00 per ton
	New Disposal Rate	\$ 14.00 per ton
	 New Rate	 \$ 14.00
	<u>Old Rate</u>	<u>12.00</u>
	Difference	\$ 2.00

Difference X Generation Rate = Change in Annual Disposal  
 $\$2.00 \times 1.5 = \$ 3.00$

Change in Annual Disposal: 12 months = Monthly Disposal Adjustment  
 $\$3.00 \div 12 = \$ .25$  per month

**W. Annexation**

Should an area be annexed by the Parish, the Contractor shall offer service to the area upon receiving proper notification from the Parish. Payments to Contractor for Residential service in the annexed area shall be calculated in the same manner as for Residential Units previously served, based on the amount of service provided to the area annexed.

**X. Change in Disposal Location**

For the purpose of establishing a basis for rate changes due to change in the disposal site, the Contractor shall submit the transportation cost to the Disposal Facility which may receive the Solid Waste on a long-term basis. Included in Section L, the Contractor has provided the round trip road miles from the center of the Parish to the proposed facility. Also to be included in Section L is the cost per Residential Unit to transport the residential material to the Disposal Facility.

Should, during the course of this Contract, the Disposal Facility change, adjustments to the total monthly rate paid by the Residential Unit will be amended based on the increase

or decrease in round trip miles from the same reference point. The amended rate will be computed by dividing the existing transportation cost per residence by the round trip miles indicated in Section L for the existing Disposal Facility to obtain an average rate per mile per residence then added (or subtracted) to the existing transportation cost per residence with the total monthly rate adjusted accordingly.

Example 1:

A.	Total monthly rate per Residential Unit	\$ 16.50
B.	Cost associated with the Transportation of Materials to the Proposed Facility per Residential Unit	\$ 1.58
C.	Round Trip Mileage from center of Parish to Existing Facility	13 miles
D.	Average Transportation cost per mile, per Residential Unit	\$ 0.12
E.	Round Trip Mileage from Center of Parish to New Facility	26 miles
F.	Difference in Round Trip Mileage from Existing Processing Facility to New Processing Facility	13 miles
G.	Increased (Decreased) Transportation Cost, per Residential Unit (F X D)	\$ 1.56
H.	Amended Total Monthly Residential Rate, per Residential Unit (A plus G)	\$ 18.06

The information provided in Section L shall be binding in determining rate changes.

**Y. Force Majeure**


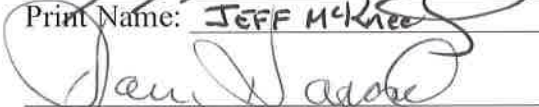
The performance of this Agreement by Contractor may be suspended and the obligations hereunder excused or extended in the event, and during the period, that such performance is prevented, hindered, or delayed by a cause or causes beyond the reasonable control of Contractor including, without limitation, default of another party; labor disputes, strike or lockout; acts of God; war; fire; explosion; national defense requirements; accidents; riot; flood; sabotage; lack of adequate fuel, power, materials, labor or transportation facilities; power failures; breakage or failure of machinery or apparatus; damage or destruction of Disposal Site/Disposal Facility and its facilities; injunctions or restraining orders; and judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the revocation or suspension of or failure to obtain, for reasons beyond Contractor's reasonable control, any license or permits required for operation of the Disposal Site/Disposal Facility. In the event of disruption of services under any such circumstances, Contractor will make every reasonable effort to reopen the Disposal Site/Disposal Facility as soon as practicable after the cessation of the cause of suspension of services, and it will take all reasonable steps to overcome the cause of cessation of service.

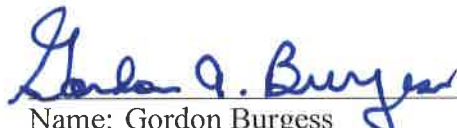
Z. If any term, provision or condition of this Contract or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract or the application of such term, provision or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition of this Contract shall be valid and shall be enforced to the extent permitted by law.

**IN WITNESS WHEREOF**, Gordon Burgess, President, Tangipahoa Parish Council, has hereunto subscribed his name, and SDT Waste and Debris Services, L.L.C., Contractor, has also hereunto subscribed its name on the days and dates set forth after their signatures.

WITNESSES:

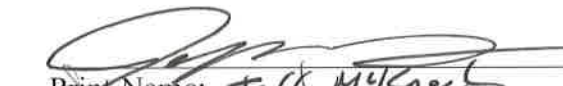

PARISH OF TANGIPAHOA


  
Print Name: JEFF McKee  
  
Print Name: Donna Roman

By:   
Name: Gordon Burgess  
Title: Parish President  
Date: May 22, 2009

CONTRACTOR:

SDT WASTE AND DEBRIS SERVICES,  
L.L.C.

  
Print Name: Jeff McKee  
  
Print Name: Donna Roman

By:   
Name: Sidney D. Torres, IV  
Title: President/Manager  
Date: May 22, 2009

**BACKUP MATERIAL FOR AGENDA ITEM:**

Introduction of T.P. Ordinance No. 19-05- An ordinance placing 25MPH speed limit signs on Genre Lane in District No. 8 in Tangipahoa Parish in accordance with Chapter 20 streets, roads, sidewalks and drainage- article I, in general- section 20

**T.P. Ordinance No. 19-05**

AN ORDINANCE PLACING 25 MPH SPEED LIMIT SIGNS ON GENRE LANE IN DISTRICT NO. 8 IN TANGIPAOHA PARISH IN ACCORDANCE WITH CHAPTER 20, STREETS, ROADS, SIDEWALKS AND DRAINAGE - ARTICLE I, IN GENERAL - SECTION 20-16

**BE IT ORDAINED** by the Tangipahoa Parish Council, governing authority of Tangipahoa Parish, State of Louisiana, as follows:

- 1) 25 MPH Speed Limit Signs on Genre Lane in District No. 8

in Accordance With Chapter 20, Streets, Roads, Sidewalks And Drainage - Article I, in General - Section 20-16.

**BE IT FURTHER ORDAINED** that this ordinance shall become effective immediately upon signature of the Parish President and all previous ordinances in conflict with said ordinance are hereby repealed.

The above and foregoing ordinance having been duly submitted to the Tangipahoa Parish Council in writing; introduced at a public meeting of the Tangipahoa Parish Council; discussed at the said public hearing; after motion and second was submitted to the official vote of the Tangipahoa Parish Council.

On motion by \_\_\_\_\_ and seconded by \_\_\_\_\_, the foregoing ordinance was hereby declared adopted on this 25<sup>th</sup> day of February, 2019 by the following roll-call vote:

**YEAS:**

**NAYS:**

**ABSENT:**

**NOT VOTING:**

**ATTEST:**

\_\_\_\_\_  
Kristen Pecararo  
Clerk of Council  
Tangipahoa Parish Council

\_\_\_\_\_  
Bobby Cortez  
Chairman  
Tangipahoa Parish Council

INTRODUCED: February 11, 2019

PUBLISHED: February 7, 2019 DAILY STAR  
OFFICIAL JOURNAL

ADOPTED: February 25, 2019

DELIVERED TO PRESIDENT: \_\_\_\_\_ day of February, 2019 at

APPROVED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

VETOED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

RECEIVED FROM PRESIDENT: \_\_\_\_\_ day of February, 2019 at \_\_\_\_\_.