

Town of Lockport  
Lockport, Louisiana

Minutes of Regular Meeting May 21, 2013

The Mayor and Town Council met in regular session on Tuesday, May 21, 2013, at 7:00PM, at the Lockport Town Hall Complex.

**A. Call to Order, B. Opening Prayer, C. Pledge of Allegiance**

Mayor Paul Champagne called the meeting to order. The opening prayer was offered by Town Clerk Danielle Williams. Mayor Champagne asked for a moment of silence for the victims of the Oklahoma tornado, followed by the Pledge of Allegiance led by Mayor Champagne.

**D. Roll Call**

The roll was called with the following present: Mayor Paul Champagne, Councilmembers Donovan Barker, Sharon Guidry, Rodney Hartman, Craig Rogers, and Weldon Triche. Also in attendance were Town Clerk Danielle Williams, Town Attorney Chris Huddleston, Chief of Police Warren Vedros, Dwayne Bourgeois, Kenney Matherne, Floyd Cretini, Jr., Charlene Rodriguez, and Mary Lynn Blanchard.

**E. Approval of Minutes- April 16, 2013**

Mayor Champagne asked if there were any corrections or comments concerning the minutes of the April 16, 2013, meeting that were distributed to the Councilmen. Councilman Triche made a motion to approve the minutes as presented. Councilman Rogers seconded the motion and it carried unanimously.

**F. Approval of Financial Statements for the month ending April 30, 2013**

Mayor Champagne asked if there were any questions or comments concerning the financial statements for the month ending April 30, 2013, that were distributed to the Councilmen. Councilman Rogers moved and Councilwoman Triche seconded a motion to approve the financial statements as presented. The motion carried unanimously.

**G. Police Report**

Mayor Champagne called on Police Chief Warren Vedros to report on his department's activities. Chief Vedros distributed copies of the monthly activity report. Chief Vedros announced that he received a \$4,000 donation to help pay for bulletproof vests. Councilman Rogers moved and Councilwoman Guidry seconded a motion to accept the Police Report as presented. The motion carried unanimously.

**H. GSE Report**

Mayor Champagne called on Clay Breaud of GSE who gave the monthly engineering status report, as follows:

**1. Wind Hardening of Town Hall Complex:**

The change order has been approved by FEMA. The final request for reimbursement has been submitted for payment. GSE considers this project closed out.

**2. Sewer Infiltration Analysis:**

CES is approximately 100% complete with inspecting the sewer lines and manholes. They have submitted reports for 95% of the inspection services. Once the remainder is submitted to GSE, the final payment request will be approved and the completed reports submitted to Lockport.

The second request for reimbursement has been submitted to DEQ. They are reviewing the engineering agreement for CES's Southeast quadrant inspection and GSE's coordination services. It appears that most situations can be repaired without open cutting the roadways.

Plans and specifications for the Southeast Quadrant Rehabilitation will be ready for bids within the next month. A manhole and sewer line along Vacherie Street near its intersection with Tenth Street will be included with the Southeast Quadrant repairs due to its condition, which warrants action as soon as practical. Plans and specifications will be submitted to LDEQ for approval.

**3. MWPP Audit**

The MWPP Audit for the sewer treatment plant is due on May 31, 2013. A resolution has to be passed for submission with the audit and is attached to this status report.

**I. Resolution to Accept the Municipal Water Pollution Prevention Environmental Audit**

A motion was made by Councilman Hartman and seconded by Councilman Barker to adopt the above stated resolution. The motion carried unanimously.

**J. Resolution Requesting the Legislative Delegation to Amend or Revise the Biggert-Waters Flood Insurance Reform Act**

Mayor Champagne called on Dwayne Bourgeois, North Lafourche Levee District, who explained why the changes to the National Flood Insurance Program are not good for Louisiana. Mr. Bourgeois explained why FEMA's revised flood maps were misleading, including the fact that they do not give credit to non-approved, noncertified, non-Corps levees. Mr. Bourgeois explained that the revised maps are not currently in effect for the Town of Lockport, but when they are enacted, residents and business owners can expect their flood insurance premiums to increase significantly. Councilman Rogers expressed his gratitude to Mr. Bourgeois for his efforts in amending the insurance reform act. Councilman Rogers made a motion and Councilman Triche seconded the motion to adopt a resolution requesting the Legislative Delegation to amend or revise the Biggert-Waters Flood Insurance Reform Act. The motion carried unanimously.

**K. Proclamation for Older Americans Month- Charlene Rodrigue**

Mayor Champagne introduced a Proclamation declaring the month of April, 2013, as "Older Americans Month." A motion was made by Councilman Hartman to adopt the Proclamation. Councilwoman Guidry seconded the motion and it carried unanimously.

L. Councilman Rogers moved and Councilman Triche seconded the motion to suspend the regular meeting and to open a public hearing on the following topics. The motion carried unanimously.

**1. To hear public comments on the lease agreement between the Town of Lockport and the following:**

- **Halifax Theatre Company (Bayou Playhouse)**
- **Friends of Traditional Louisiana Boat Building**

Mayor Champagne referenced the existing leases between the Town and the two entities that were included in the packets. Councilman Rogers said that while the Town's objective is not to make a profit, the Town should not lose money either. He also said that excluding damages from Hurricane Isaac, the Town did net a profit during the year. Councilwoman Guidry said that the Town should try to get a better price on insurance. Councilman Rogers said the Town should consider increasing the rent. Councilman Hartman explained that the current rates are based on the affordability of the entities that are using the building. Councilman Hartman said he is in favor of leaving the lease rates at their current rate. Councilman Triche explained why he felt the rates are too lean. Mayor Champagne said the two entities are assets to the community and do bring people into Town. Mayor Champagne feels the Council should leave the rent as is as long as it is not a burden on the Town's taxpayers. He added that the leases are annual so that they can be evaluated every year to make sure the Town is not losing money. Councilman Barker explained the benefits these entities provide to the Town and expressed his desire to leave the rates as they currently are for at least another year. Councilman Hartman proposed and Councilman Rogers agreed with the proposition to ask the entities for annual financial statements to prove affordability. Mayor Champagne said he would request financial statements. Citizen Ralph Sapia said he feels that the Town should recoup all expenses in the rent and the Town's expenses should not exceed what is collected in rent. Councilman Rogers asked if the Council could pass an ordinance similar to that of Lafourche Parish Government's ordinance whereas anyone contracting with the Parish must produce annual financial statements. Mayor Champagne asked Parish Administrator Archie Chaisson to explain the Parish's ordinance. Mr. Chaisson replied that the Parish does have an ordinance, but it is not in regards to contractors- it applies to any organization the Parish gives money to. Mayor Champagne asked if there were any questions or comments from the audience and there were none.

**2. To hear public comments on an ordinance to amend the fiscal year 2012-2013 Town of Lockport Budgets**

Ms. Williams said that there were no changes made to the amended budget since the last meeting. Mayor Champagne asked if there were any questions or comments from the audience and there were none.

**3. To hear public comments on an ordinance to adopt the fiscal year 2013-2014 Town of Lockport Budgets**

Ms. Williams explained the changes that were made to the proposed budget: The collection fee for sales tax collection was missing under police department expenditures, so it was added. The amount entered for FEMA storm damage revenue did not include all buildings and was updated to reflect the full amount the Town expects to receive. The proposed budget also included a 3% salary increase, capped at \$600, for all full-time employees. Mayor Champagne asked if there were any questions or comments from the audience and there were none.

Councilman Rogers made a motion to end the public hearing and go back into regular session. Councilman Triche seconded the motion and it carried unanimously.

Councilman Rogers made a motion to amend the agenda to allow the Council to adopt the ordinances discussed in the public hearing. The motion was seconded by Councilman Hartman and carried unanimously.

#### **Ordinances**

- 1. Lease agreement between the Town of Lockport and Friends of Traditional Louisiana Boat Building**  
Councilman Hartman moved and Councilman Barker seconded a motion to accept the lease agreement between the Town of Lockport and Halifax Theatre Company at the current rate of \$500 monthly, for a one year term. Councilman Rogers said he is not in favor of leaving the leases at their current rates. Councilman Triche repeated his desire to see the rates increased. Councilman Rogers asked if the property descriptions are included with the leases. Mr. Huddleston answered that he has the property descriptions to attach to the leases. Councilmembers Barker, Guidry, Hartman, and Rogers voted in favor of the motion and Councilman Triche opposed the motion. The motion carried.
- 2. Lease agreement between the Town of Lockport and Halifax Theatre Company**  
Councilwoman Guidry moved and Councilman Barker seconded a motion to accept the lease agreement between the Town of Lockport and Halifax Theatre Company at the current rate of \$500 monthly, for a one year term. Councilmembers Barker, Guidry, Hartman, and Rogers voted in favor of the motion and Councilman Triche opposed the motion. The motion carried.
- 3. 2012-2013 Amended Budget**  
Councilman Rogers made a motion to adopt the 2012-2013 amended budget. Councilman Triche seconded the motion and it carried unanimously.
- 4. 2013-2014 Budget**  
Councilman Rogers made a motion to adopt the 2013-2014 budget with all proposed changes. Councilman Triche seconded the motion and it carried unanimously.

#### **M. Open topics**

- 1. Smoke testing report**  
Councilman Rogers recommended sending the property owners a summons to appear in Municipal Court.
- 2. Clear trees from main drainage ditch from Crescent Ave to First Street**  
No report.
- 3. Street Repairs**  
\$50,000 was appropriated in the 2013-2014 budget for street repairs.
- 4. Restrooms at Bayou-Side Park**  
The restrooms have passed inspection and are now open. This item can be removed from the list.
- 5. Municode**  
No report.
- 6. Derelict/dilapidated structures**  
No progress has been made since the last meeting.
- 7. School Street Drainage**  
Joe Sonier, B&B Underground, will give an estimate on removing and replacing the old wharf at the park. He will also give a price on clearing out the ditch along Church Street. It may be three weeks before he can begin the work. Mr. Sonier will also give an estimate on putting in a catch basin at the end of Comeaux Drive, to prevent garbage cans from going into the ditch during rain events. Councilman Hartman suggested getting with Drainage District # 1 for assistance. Mayor Champagne explained to Councilwoman Guidry that the Town Crew has been clearing ditches, but he failed to get a report for the meeting.
- 8. Culvert Ordinance**  
Councilman Rogers would like Mr. Huddleston to compare the Town's ordinance with the Parish's ordinance. He would like the Town's ordinance to mirror the Parish's and offer the same services that the Parish offers.

## O. Reports

### 1. Council

- a. Councilwoman Guidry thanked the Town Crew for fixing the situation in front of Sunrise Chicken. Councilwoman Guidry attended Lafourche Council on Aging's Senior Prom and said it was as great event. Councilwoman Guidry spoke to Kevin Hargis, Sewer Plant Operator, about a metal piece in the ditch at the corner of Tenth Street and Barrilleaux Street, and was told it could not be moved because it was holding something. Councilwoman Guidry said this matter needs to be pursued before someone injures themselves. She also spoke to Mr. Hargis about a piece of sidewalk in front of her home that is elevated and does not allow the grate to lie flat, causing a hazard, that needs to be repaired. Councilwoman Guidry asked everyone to keep the victims of the Oklahoma tornado in their prayers.
  - b. Councilman Hartman thanked Mr. Bourgeois for attending the meeting and giving his report. He asked Mr. Bourgeois to tell the North Lafourche Levee District that the Town of Lockport appreciates all the work they do for this area. Councilman Hartman also thanked Parish Administrator Archie Chaisson for attending the meeting and said it is very nice to have a Parish representative attend the meetings. Mayor Champagne thanked Councilman Hartman for the hard work he did on the budget.
  - c. Councilman Barker said he has been getting phone calls on the derelict buildings in town.
  - d. Councilman Triche said that the restroom is operational, but landscaping work is ongoing. The Women's Club has offered to buy the shrubs to plant around the restroom building, but will wait until the fall to do so. Councilman Triche reported that WAFB Baton Rouge broadcasted their morning show at the Bayou Side Park on May 17, 2013 from 5:00am to 7:00am. Councilman Triche would like the Town to send Captain Kurt's Tackle Shop a Thank You letter for letting the news station set up in front of his shop. Councilman Triche said he spoke to business owners he may be willing to contribute to funding the wharf that needs to be replaced. Councilman Triche said there are two guide wires in the park that are missing the protective sleeve. He asked Administration to get in touch with Entergy to have the sleeves put on the guide wires.
  - e. Councilman Rogers thanked Mr. Bourgeois and Mr. Chaisson for coming to the meeting. Councilman Rogers would like the Council to take action on his proposal to reduce the Town's take on the Lockport Food Festival's proceeds. This item will be placed on the agenda for the next Town Council meeting.
2. Chief Vedros said that Dr. Bobbie Morris is taking donations to bring to the victims of the Oklahoma tornado. They are accepting donations of nonperishable items until Friday.
  3. Mayor Champagne thanked Councilman Triche for all of his work on the restrooms at the Bayou Side Park. He thanked everyone for coming to the recording of WAFB's morning show.

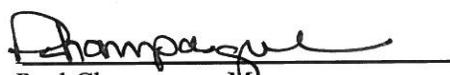
### Q. Citizens Comments-

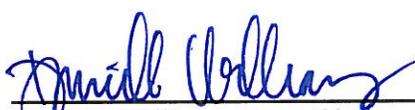
- Mr. Floyd Cretini, Jr, said there is a big piece of cement on Ethel Street and Fourth Street that is causing the culvert to collapse.
- Officer Mike Glaspell, LPD, on behalf of the Police Department, thanked the Mayor, Chief, and Council for their continued support and thanked them for the salary increase.
- Mr. Archie Chaisson, Parish Administrator, reported that bids were opened on May 16, 2013, to complete the Delta Woods Project.
- Ms. Mary Lynn Blanchard asked if anything was being done for the tall grass at a property near her home. Chief Vedros answered that he contacted the realty company and they should take care of it soon. She also asked about the house with all the trucks. Mayor Champagne said that the company was recently granted an extension to operate in town. He added that due to the owner recently passing, no action has been taken.

### T. Adjourn

The next regularly scheduled Town meeting will be held on Tuesday, June 18, 2013. There being no further business to come before the Council, a motion by Councilman Rogers to adjourn the meeting was seconded by Councilman Triche and carried unanimously at 9:18PM.

Town of Lockport

  
Paul Champagne, Mayor

  
Danielle Williams, Town Clerk

It was moved by Councilman Hartman and seconded by Councilman Barker that the following Resolution be adopted:

RESOLUTION

BE IT RESOLVED that the Mayor and Town Council for the Town of Lockport informs the Louisiana Department of Environmental Quality that the following actions were taken:

1. Reviewed the Municipal Water Pollution Prevention Environmental Audit Report which is attached to this Resolution.
2. Set forth the following actions necessary to maintain permit requirements contained in LPDES Permit No. LA 0033286.
  - a. Submit Discharge Monitoring Reports indicating quality and quantity of discharge in a timely manner.
  - b. Provide the necessary funding for equipment and plant repairs and replacement as well as funding for a competent and trained staff.

WHEREUPON, the Resolution was put to a vote and the vote thereon was as follows:

YEAS: Councilmembers Barker, Guidry, Hartman, Rogers, and Triche

NAYS: None

and the Resolution was declared adopted on the 21st day of May, 2013.

  
\_\_\_\_\_  
Danielle Williams, Town Clerk

**LOUISIANA**  
**MUNICIPAL WATER**  
**POLLUTION PREVENTION**  
**MWPP**



**Facility Name:**

Town of Lockport Sewerage  
Treatment Plant

**LPDES Permit Number:**

LA 0033286

**Agency Interest (AI) Number:**

19435

**Address:**

Town of Lockport

710 Church Street

Lockport, LA 70374

**Parish:**

Lafourche

**(Person Completing Form) Name:**

Melanie B. Caillouet, P.E.

**Title:**

Town Engineers  
GSE Associates, Inc.

**Date Completed:**

May 20, 2013

# INSTRUCTIONS

1. Complete only the sections of the Environmental Audit which apply to your wastewater treatment system. Leave sections that do not apply blank and enter a "0" for the point value.
2. Parts 1 through 7 contain questions for which points may be generated. These points are intended to communicate to the department and the governing body or owner what actions will be necessary to prevent effluent violations. Place the point totals from parts 1 through 7 on the Point Calculation page.
3. Add up the point totals.
4. Submit the Environmental Audit to the governing body or owner for review and approval.
5. The governing body must pass a resolution which contains the following items:
  - a. The resolution or letter must acknowledge the governing body or owner has reviewed the Environmental Audit.
  - b. This resolution must indicate specific actions, if any, will be taken to maintain compliance and prevent effluent violations. Proposed actions should address the parts where maximum or close to maximum points were generated in the Environmental Audit.
  - c. The resolution should provide any other information the governing body deems appropriate.

**PART 1: INFLUENT FLOW/LOADINGS (all plants)**

**A.** List the average monthly volumetric flows and BOD loadings received at your facility during the last reporting year.

<b>Column 1</b> Average Monthly Flow (million gallons per day, MGD)		<b>Column 2</b> Average Monthly BOD5 Concentration (mg/l)		<b>Column 3</b> Average Monthly BOD5 Loading (pounds per day, lb/day)
0.444	x	200	x 8.34 =	740.592
0.536	x	200	x 8.34 =	894.048
0.385	x	200	x 8.34 =	642.180
0.459	x	200	x 8.34 =	765.612
0.545	x	200	x 8.34 =	909.060
0.792	x	200	x 8.34 =	1321.056
0.545	x	200	x 8.34 =	909.060
0.325	x	200	x 8.34 =	542.100
0.220	x	200	x 8.34 =	366.960
0.279	x	200	x 8.34 =	465.372
0.626	x	200	x 8.34 =	1044.168
0.620	x	200	x 8.34 =	1034.16

BOD loading = Average Monthly Flow (in MGD) x Average Monthly BOD concentration (in mg/l) x 8.34

**B.** List the design flow and design BOD loading for your facility in the blanks below. If you are not aware of these design quantities, refer to your Operation and Maintenance (O&M) Manual or contact your consulting engineer.

Design Flow, MGD:	0.90	x 0.90 =	0.81
Design BOD, lb/day:	1,501.2	x 0.90 =	1,351.08

**C.** How many months did the monthly flow (Column 1) to the wastewater treatment facility (WWTF) exceed 90% of design flow? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	0	0	0	0	5	5	5	5	5	5	5	5

Write 0 or 5 in the C point total box 0 C Point Total

**D.** How many months did the monthly flow (Column 1) to the WWTF exceed the design flow? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	5	5	10	10	15	15	15	15	15	15	15	15

Write 0, 5, 10 or 15 in the D point total box 0 D Point Total

**E.** How many months did the monthly BOD loading (Column 3) to the WWTF exceed 90% of the design loading? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	0	5	5	5	10	10	10	10	10	10	10	10

Write 0, 5, or 10 in the E point total box 0 E Point Total

**F.** How many months did the monthly BOD loading (Column 3) to the WWTF exceed the design loading? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	10	20	30	40	50	50	50	50	50	50	50	50

Write 0, 10, 20, 30, 40 or 50 in the F point total box 0 F Point Total

**G.** Add together each point total for C through F and place this sum in the box below at the right.

**TOTAL POINT VALUE FOR PART 1:** 0 (max = 80)

Also enter this value or 80, whichever is less, on the point calculation table on page 16.

**PART 2: EFFLUENT QUALITY / PLANT PERFORMANCE**

A. List the monthly average effluent BOD and TSS concentrations produced by your facility during the last reporting year.

Month	Column 1 Average Monthly BOD (mg/l)	Column 2 Average Monthly TSS (mg/l)
March, 2012	2.00	4.00
April, 2012	1.50	4.00
May, 2012	2.00	4.00
June, 2012	1.50	4.00
July, 2012	1.00	4.00
August, 2012	1.50	4.00
September, 2012	2.50	4.50
October, 2012	2.00	3.50
November, 2012	2.00	3.50
December, 2012	4.50	3.00
January, 2013	2.00	3.00
February, 2013	2.50	3.00

B. List the monthly average permit limits for your facility in the blanks below.

	Permit Limit		90% of Permit Limit
<i>BOD, mg/l</i>	10	x 0.90 =	9.0
<i>TSS, mg/l</i>	15	x 0.90 =	13.5

Permit #:

LA 0033286

C. Continuous Discharge to Surface Water.

- i. How many months did the effluent BOD (Column 1) exceed 90% of the permit limits? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	0	10	20	30	40	40	40	40	40	40	40	40

Write 0, 10, 20, 30 or 40 in the i point total box  i Point Total

- ii. How many months did the effluent BOD (Column 1) exceed permit limits? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	5	5	10	10	10	10	10	10	10	10	10	10

Write 0, 5, or 10 in the ii point total box  ii Point Total

- iii. How many months did the effluent TSS (Column 2) exceed 90% of the permit limits? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	0	10	20	30	40	40	40	40	40	40	40	40

Write 0, 10, 20, 30 or 40 in the iii point total box  iii Point Total

- iv. How many months did the effluent TSS (Column 2) exceed permit limits? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	5	5	10	10	10	10	10	10	10	10	10	10

Write 0, 5, or 10 in the iv point total box  iv Point Total

- v. Add together each point total for i through iv and place this sum in the box below at the right.

**TOTAL POINT VALUE FOR PART 2:**  (max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

Permit #:

LA

0033286

**D. Other Monitoring and Limitations**

- i. At any time in the past year was there an exceedance of a permit limit for other pollutants such as: ammonia-nitrogen, phosphorus, pH, total residual chlorine, or fecal coliform?

√ Check one box.

Yes

No

*If Yes, Please describe:*

In October 2012, the fecal coliforms ranged from 10 to 420 with an weekly average of 215 colonies/100mL, which is above the average and maximum limits. A sample was accidentally caught with a contaminated container. The results were sent to Lockport on October 27, 2012. The follow up sample was less than 10 colonies/100mL.

- ii. At any time in the past year was there a "failure" of a Biomonitoring (Whole Effluent Toxicity) test of the effluent?

√ Check one box.

Yes

No

*If Yes, Please describe:*

Biomonitoring is not required by the LPDES Permit.

- iii. At any time in the past year was there an exceedance of a permit limit for a toxic substance?

√ Check one box.

Yes

No

*If Yes, Please describe:*

Biomonitoring is not required by the LPDES Permit.

**PART 3: AGE OF THE WASTEWATER TREATMENT FACILITY**

A. What year was the wastewater treatment facility constructed or last major expansion/improvements completed?

$$\begin{array}{rcccl}
 & & & & 1996 \\
 & & & \hline
 \text{Current Year} & - & \text{Answer to A} & = & \text{Age in years} \\
 \hline
 2013 & & 1996 & & 17 \\
 \hline
 \end{array}$$

Enter Age in Part C below.

B.  Check the type of treatment facility that is employed.

**FACTOR:**

<u>  </u> x	Mechanical Treatment Plant (trickling filter, activated sludge, etc...) Specify Type: <u>Activated Sludge</u>	2.5
<u>  </u>	Aerated Lagoon	2.0
<u>  </u>	Stabilization Pond	1.5
<u>  </u>	Other Specify Type: _____	1.0

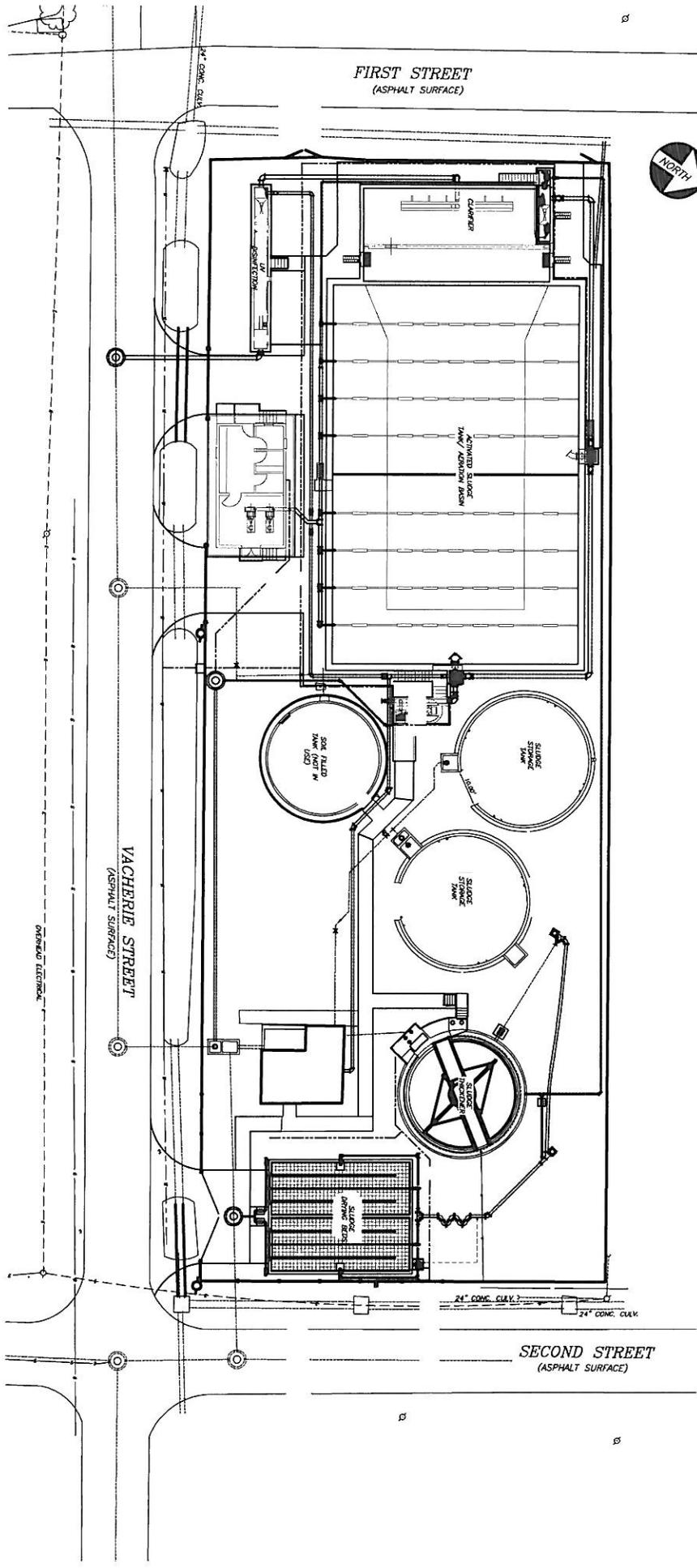
C. Multiply the factor listed next to the type of facility your community employs by the age of your facility to determine the total point value for Part 3.

**TOTAL POINT VALUE FOR PART 3 =**

$$\frac{2.5}{\text{Factor}} \times \frac{17}{\text{Age}} = \boxed{42.5} \text{ (max = 50)}$$

Also enter this value or 50, whichever is less, on the point calculation table on page 16.

D. Please attach a schematic of the treatment plant.



Permit #:

LA 0033286

**PART 4: OVERFLOWS AND BYPASSES**

**A.**

- i. List the number of times in the last year there was an overflow, bypass or unpermitted discharge of untreated or incompletely treated wastewater due to heavy rain:

13 √ Check one box.  0 = 0 points  3 = 15 points  
 1 = 5 points  4 = 30 points  
 2 = 10 points  5 or more = 50 points

- ii. List the number of bypasses, overflows or unpermitted discharges shown in A (i) that were withing the collection system and the number at the treatment plant

Collection System: 13 Treatment Plant: 0

**B.**

- i. List the number of times in the last year there was an overflow, bypass or unpermitted discharge of untreated or incompletely treated wastewater due to equipment failure, either at the treatment plant or due to pumping problems in the collection system:

0 √ Check one box.  0 = 0 points  3 = 15 points  
 1 = 5 points  4 = 30 points  
 2 = 10 points  5 or more = 50 points

- ii. List the number of bypasses, overflows or unpermitted discharges shown in B (i) that were withing the collection system and the number at the treatment plant

Collection System: \_\_\_\_\_ Treatment Plant: \_\_\_\_\_

- C. Specify whether the bypasses came from the city/village/town sewer system or from contract or tributary communities/sanitary districts, etc...

Not Applicable

- D. Add the point values checked for A and B and place the total in the box below.

**TOTAL POINT VALUE FOR PART 4:**

50
----

 (max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

- E. List the person responsible (name and title) for reporting overflows, bypasses or unpermitted discharges to State and Federal authorities:

Kevin Hargis - Plant Operator

Describe the procedure for gathering, compiling and reporting:

In the event of an incident, plant operators gather initial information. This is then investigated by the Town's Consulting Engineers. Corrective action is immediately taken and appropriate reports are submitted. The Town's Engineer will prepare the report based on the investigated information and the Mayor will sign.

**PART 5: SLUDGE STORAGE AND DISPOSAL SITES**

**A. Sludge Storage**

How many months of sludge storage capacity does your facility have available, either on-site or off-site?

Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

<i>months</i>	<2	2	3	4-5	( >6 )
<i>points</i>	50	30	20	10	0

Write 0, 10, 20, 30 or 40 in the A point total box 0 A Point Total

**B. For how many months does your facility have access to (and approval for) sufficient land disposal sites to provide proper land disposal?**

Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

<i>months</i>	<2	6-11	12-23	24-35	( >36 )
<i>points</i>	50	30	20	10	0

Write 0, 10, 20, 30 or 40 in the B point total box 0 B Point Total

**C. Add together the A and B point values and place the sum in the box below at the right:**

**TOTAL POINT VALUE FOR PART 5:** 0 (max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

**PART 6: NEW DEVELOPMENT**

A. Please provide the following information for the total of all sewer line extensions which were installed during the last year.

Design Population: Not Applicable  
 Design Flow: Not Applicable MGD  
 Design BOD: Not Applicable mg/l

B. Has an industry (or other development) moved into the community or expanded production in the past year, such that either flow or pollutant loadings to the sewerage system were significantly increased (5% or greater)?

√ Check one box.       Yes = 15 points       No = 0 points

*If Yes, Please describe:*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

List any new pollutants:  
No new pollutants were introduced to the system within the past year.  
 \_\_\_\_\_

C. Is there any development (industrial, commercial or residential) anticipated in the next 2-3 years, such that either flow or pollutant loadings to the sewerage system could significantly increase?

√ Check one box.       Yes = 15 points       No = 0 points

*If Yes, Please describe:*  
A large tract of land was annexed into the Town limits on the opposite side of Bayou Lafourche. Eventually sewer service will be expanded to this new residential development.  
 \_\_\_\_\_

List any new pollutants you anticipate:  
No new pollutants are expected to be introduced into the system and will not contribute to an increase of 5% or greater.  
 \_\_\_\_\_

D. Add together the point value checked in B and C and place the sum in the box below.

**TOTAL POINT VALUE FOR PART 6:** 15 (max = 30)

Also enter this value or 30, whichever is less, on the point calculation table on page 16.

**PART 7: OPERATOR CERTIFICATION AND EDUCATION**

A. What was the name of the operator-in-charge for the reporting year?  
*Name:* Kevin Hargis

B. What is his or her certification number:  
*Cert.#:* 8-278

C. What level of certification is the operator-in-charge required to have to operate the wastewater treatment facility?  
*Level Required:* 2

D. What is the level of certification of the operator-in-charge?  
*Level Certified:* 2

E. Was the operator-in-charge of the report year certified at least at the grade level required in order to operate this plant?  
√ Check one box.  Yes = 0 points  No = 50 points  
Write 0 or 50 in the E point total box  E Point Total

F. Has the operator-in-charge maintained recertification requirements during the reporting year?  
√ Check one box.  Yes  No

G. How many hours of continuing education has the operator-in-charge completed over the last two calendar years?  
√ Check one box.  > 12 hours = 0 points  < 12 hours = 50 points  
Write 0 or 50 in the G point total box  G Point Total

H. Is there a written policy regarding continuing education an training for wastewater treatment plant employees?  
√ Check one box.  Yes  No

*Explain:* There are recommendations for training courses and seminars in the treatment plant O&M manual. The staff does comply with Act 538 of 1972, Water Supply and Sewerage System Operator Certifications Law.

I. What percentage of the continuing education expenses of the operator-in-charge were paid for:  
*By the permittee?* 100% *By the operator?* 0%

J. Add together the E and G point vaules and place the sum in the box below at the right.

**TOTAL POINT VALUE FOR PART 7:**  (max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

Permit #:

LA 0033286

## PART 8: FINANCIAL STATUS

- A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses?

√ Check one box.  Yes  No *If No, How are O&M costs financed?*

Sewer user charges and sales taxes pay for the operation and maintenance of the sewer plant and collection system.

- B. What financial resources do you have available to pay for your wastewater improvements and reconstruction needs?

Sewer user charges and taxes pay for most improvements. The Town also applies for grants and other financial aid to help.

**PART 9: SUBJECTIVE EVALUATION**

**A. Collection System Maintenance**

i. Describe what sewer system maintenance work has been done in the last year.

The sewer collection system in the southeast quadrant of was inspected via CCTV.

ii. Describe what lift station work has been done in the last year.

None

iii. What collection system improvements does the community have under construction for the next 5 years?

The Town is continuing to inspect the remaining three quadrants of the Town using CCTV. Plans and specifications are being developed to repair and rehabilitate the collection system to minimize I/I.

**B. If you have ponds please answer the following questions:**

√ Check one box. Not Applicable

- |   |   |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |
|---|---|--------------------------|-----|--------------------------|----|--------------------------|-----|--------------------------|----|--------------------------|-----|--------------------------|----|--------------------------|-----|--------------------------|----|--------------------------|-----|--------------------------|----|--------------------------|-----|--------------------------|----|--------------------------|-----|--------------------------|----|
| <p>i. <i>Do you have duckweed buildup in the ponds?</i></p> <p>ii. <i>Do you mow the dikes regularly (at least monthly), to the waters edge?</i></p> <p>iii. <i>Do you have bushes or trees growing on the dikes or in the ponds?</i></p> <p>iv. <i>Do you have excess sludge buildup (&gt; 1foot) on the bottom of any of your ponds?</i></p> <p>v. <i>Do you excersise all of your valves?</i></p> <p>vi. <i>Are your control manholes in good structural shape?</i></p> <p>vii. <i>Do you maintain at least 3 feet of freeboard in all of your ponds?</i></p> <p>viii. <i>Do you visit your pond system at least weekly?</i></p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> </table> | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| <input type="checkbox"/>  | Yes   | <input type="checkbox"/> | No  |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |
| <input type="checkbox"/>  | Yes   | <input type="checkbox"/> | No  |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |
| <input type="checkbox"/>  | Yes   | <input type="checkbox"/> | No  |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |
| <input type="checkbox"/>  | Yes   | <input type="checkbox"/> | No  |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |
| <input type="checkbox"/>  | Yes   | <input type="checkbox"/> | No  |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |
| <input type="checkbox"/>  | Yes   | <input type="checkbox"/> | No  |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |
| <input type="checkbox"/>  | Yes   | <input type="checkbox"/> | No  |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |                          |     |                          |    |

**C. Treatment Plants**

**i.** Have the influent and effluent flow meters been calibrated in the last year?

Yes     No    (✓ Check one box.)

January 14, 2013  
Influent flow meter calibration date(s)

January 14, 2013  
Effluent flow meter calibration date(s)

**ii.** What problems, if any, have been experienced over the last year that have threatened treatment?

Although the plant has been operating properly, bypasses were being conducted during high amounts of rainfall due to inflow. The Town is in the process of identifying the causes and correcting them.

**iii.** Is your community presently involved in formal planning for treatment facility upgrade?

✓ Check one box.     Yes     No    *If Yes, Please describe:*

**D. Preventive Maintenance**

i. Does your plant have a written plan for preventive maintenance on major equipment items?

√ Check one box.  Yes  No *If Yes, Please describe:*

The facility has a detailed operation and maintenance manual, which contains preventative maintenance procedures and plans.

ii. Does this preventive maintenance program depict frequency of intervals, types of lubrication and other preventive maintenance tasks necessary for each piece of equipment?

Yes  No

iii. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assured properly?

Yes  No

**E. Sewer Use Ordinance**

i. Does your community have a sewer use ordinance that limits or prohibits the discharge of excessive conventional pollutants (BOD, TSS or pH) or toxic substances to the sewer system from industries, commercial users and residences?

√ Check one box.  Yes  No *If Yes, Please describe:*

The Town has a sewer use ordinance which regulates the discharge of conventional pollutants and toxic substances to the sewer system.

ii. Has it been necessary to enforce?

√ Check one box.  Yes  No *If Yes, Please describe:*

iii. Any additional comments about your treatment plant or collection system? (Attach additional sheets if necessary.)

Permit #: 

LA 0033286
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**POINT CALCULATION TABLE**

	<b>Actual Values</b>	<b>Maximum</b>
Part 1: <i>Influent Flow/Loadings</i>	0	80 points
Part 2: <i>Effluent Quality / Plant Performance</i>	0	100 points
Part 3: <i>Age of WWTF</i>	42.5	50 points
Part 4: <i>Overflows and Bypasses</i>	50	100 points
Part 5: <i>Ultimate Disposition of Sludge</i>	0	100 points
Part 6: <i>New Development</i>	15	30 points
Part 7: <i>Operator Certification Training</i>	0	100 points

TOTAL POINTS: 

107.5
-------

**TOWN OF LOCKPORT**  
**TOWN COUNCIL RESOLUTION 2013-004**

The following resolution was offered by Councilman Rogers and seconded by Councilman Triche:

**A resolution requesting the Legislative Delegation to amend or revise the Biggert–Waters Flood Insurance Reform Act.**

**WHEREAS**, since 1968 the historical purpose of the National Flood Insurance Program (NFIP) was to provide affordable flood insurance in exchange for using FEMA generated and specified Flood Insurance Rate Maps (FIRMS) for floodplain management by a participating community; and,

**WHEREAS**, generations of Louisiana home and business owners have made lifelong plans and investments based on the existence of affordable flood insurance as proposed by FEMA in the NFIP and have dutifully complied with and enrolled in the NFIP for the past 45 years; further, in many cases, these properties are the owner’s largest investment; and,

**WHEREAS**, most of the issues we face in the loss of our coast and the historical protection from flooding we enjoyed for generations are by and large traceable to historic and current Federal Policy. Further, the majority of the NFIP policyholders are required to have flood insurance to meet the terms of a federally backed mortgage; and,

**WHEREAS**, through the passage of the Biggert–Waters Flood Insurance Reform Act (Public Law 112-141, aka: BW12) signed into law by President Obama on July 6<sup>th</sup> of 2012, the NFIP was revised such that the public’s trust and reliance on the program to provide affordable flood insurance protection for prior investments in their homes and businesses were essentially discontinued with no practical alternative provided for and this passage substantially and immediately devalued the investments made in all properties receiving subsidized insurance premium rates through the drastic increase in the cost of flood insurance and all other properties in the area; and,

**WHEREAS**, is incumbent upon us all to have a long term, sustainable and viable NFIP with rates that are affordable.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE LOCKPORT TOWN COUNCIL**, do hereby request our legislative delegation amend or revise the Biggert–Waters Flood Insurance Reform Act as follows:

**SECTION I.** The release of all new DFIRMS for adoption to communities should be temporarily suspended. New maps may continue to be developed and refined by FEMA working with local stakeholders to insure accuracy in reflecting flood risk in the community taking into account non-accredited levees and other features which afford flood protection; but the maps should not be presented for adoption at this time.

**SECTION II.** Give communities time to work with FEMA to push enrollment into the NFIP for a special enrollment period. This limited (1 year), one time only option, would allow folks to sign up or renew their NFIP policy using the currently adopted maps in their community under the following conditions: a) Any property that is enrolled or renewed during this period will be able to keep its pre-BW12 subsidized rate indefinitely until: the property is destroyed or abandoned by a non-flood event, the policy is allowed to lapse, the property has a flood claim(s) equal to the insured value of the property.

**SECTION III.** Any property that has been enrolled or renewed during the special enrollment period as described in Section II. above can be sold, donated or otherwise transferred to a new owner who will also be able the keep the pre-BW12 subsidized rate indefinitely until: the property is destroyed or abandoned by a non-flood event, the policy is allowed to lapse, the property has a flood claim(s) equal to the insured value of the property.

**SECTION IV.** All new policies written after the special enrollment period, or those

renewed after a lapse in coverage will be subject to BW12 in full.

**SECTION V.** New or revised maps developed in compliance with Section I. above, can be released to the communities after completion of the 1 year special enrollment period described in Section II above or whenever they are completed. These new maps, once adopted by the communities, will set the new standards for all new construction. Further, these maps will be used to determine the actuarial flood risk for all new policies or the renewal of any lapsed policy.

**SECTION VI.** FEMA should consider the issuance of different policies that provide varying levels of protection and deductible that would still allow policy holders to maintain coverage.

**SECTION VII.** All excess annual premiums collected by FEMA through the NFIP after all claims have been paid shall remain in the NFIP fund balance and shall not be transferred to the US Treasury. NFIP fund balances should be allowed to grow and reduce annual actuarial premium rates as the NFIP remains solvent.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Councilmembers Barker, Guidry, Hartman, Rogers, and Triche

NAYS: None

ABSTENTIONS: None

ABSENT: None

PASSED AND ADOPTED AT THE TOWN OF LOCKPORT TOWN COUNCIL  
MEETING ON THIS 21<sup>ST</sup> DAY OF MAY, 2013.

TOWN OF LOCKPORT

  
Paul Champagne, Mayor

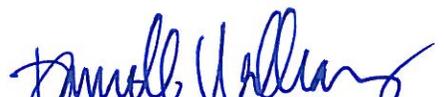
**CERTIFICATE**

STATE OF LOUISIANA

PARISH OF LAFOURCHE

I, the undersigned Administrator of the Town Council of the Town of Lockport, State of Louisiana, do hereby certify that the foregoing two (2) pages constituted a true and correct copy of a Resolution adopted by said Town Council of the Town of Lockport on May 21, 2013.

Sealed in the Parish of Lafourche, State of Louisiana, on the 23<sup>rd</sup> day of May, 2013.

  
Danielle Williams, Town Clerk

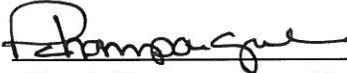


# Town of Lockport

## Proclamation

- WHEREAS,** the Town of Lockport is committed to valuing all individuals and recognizing their ongoing life achievements, and
- WHEREAS,** the older adults in the Town of Lockport play an important role by continuing to contribute experience, knowledge, wisdom, and accomplishments, and
- WHEREAS,** recognizing the successes of community elders encourages their ongoing participation and further accomplishments; and
- WHEREAS,** our older citizens of today and tomorrow promise to be among the most active and involved older adult populations in our nation's history; and
- WHEREAS,** our community can provide opportunities to allow older citizens to continue to flourish by emphasizing the importance of elders and their leadership by publicly recognizing their continued achievements; presenting opportunities for older Americans to share their wisdom, experience, and skills; and recognizing older adults as a valuable asset in strengthening American communities.
- NOW, THEREFORE,** I, Paul Champagne, Mayor of the Town of Lockport, do hereby proclaim May 2013 as
- OLDER AMERICANS MONTH**  
in the Town of Lockport.

*In Witness Whereof, I have hereunto set my hand officially and caused to be affixed the Official Seal of the Town of Lockport, Louisiana, at the Town Hall, in the Town of Lockport, on this the 21<sup>st</sup> day of May, A.D. 2013.*

  
\_\_\_\_\_  
*Paul Champagne, Mayor*

*Attest by*

  
\_\_\_\_\_  
*Danielle Williams, Town Clerk*

**ORDINANCE NO. 2013-005**

An ordinance to amend the Lockport  
Code of Ordinances so as to amend  
Section 2-6

**BE IT ORDAINED** by the Lockport Town Council in regular session  
assembled that the Lockport Town Code of Ordinances is hereby amended  
and re-enacted so as to amend Section 2-6  
to read as follows:

**SECTION 2-6 RENTAL OF TOWN PROPERTY**

(B) The mayor is hereby authorized to enter into a lease agreement with  
Friends of Traditional Louisiana Boat Building for the terms and  
conditions stated in the attached Lease Agreement.

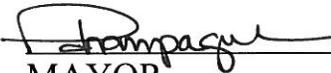
The vote on the ordinance was as follows:

YEAS: Councilmembers Barker, Guidry Hartman, and Rogers

NAYS: Councilman Triche

ABSENT: None

The ordinance was declared adopted this 21<sup>st</sup> day of May, 2013.

  
MAYOR

ATTEST:

  
TOWN CLERK

STATE OF LOUISIANA

PARISH OF LAFOURCHE

---

**COMMERCIAL LEASE**

---

BE IT KNOWN BY ALL THESE PRESENTS that on the dates indicated below, personally came and appeared:

**TOWN OF LOCKPORT**, 710 Church Street, Lockport, Louisiana 70374, through its duly authorized Mayor Paul Champagne, herein referred to as Lessor;

AND

**FRIENDS OF LOUISIANA TRADITIONAL BOAT BUILDING, INC.**, 202 Main Street, Lockport, Louisiana, 70374, through its agent, Thomas Butler, herein referred to as Lessee;

Who declared unto me, Notary, that they have agreed to the following:

Lessor leases and lets unto lessee the surface of the following described property and buildings located thereon, located in the Parish of Lafourche, State of Louisiana, to-wit:

A certain tract of land situated in Lockport, Louisiana, in Square No. Twenty Nine (29), more particularly described as follows:

Beginning at the corner of the public road along Bayou Lafourche, and Lafourche Street, thence along said public road in an easterly direction, a distance of 37'8", thence at an angle of 70 degrees and 45 minutes with said public road in a southerly direction a distance of 48' and 3", thence in a southeasterly direction a distance of 35' and 4 1/2, to a point at 67' and 6", from the said public road, measuring on a line at an angle of 70 degrees and 52 minutes with said road, thence continuing in a southeasterly direction 37'4" to the upper line of Lot 7, at a right angle therewith, thence along the upper lone of Lot No. 7 in a southerly direction a distance of 49' thence at right angles to the upper line of said Lot No. 7, a distance of 110" to Lafourche Street, thence along Lafourche Street a distance of 88' and 3" to the place of beginning. Together with all buildings and improvements located thereon.

Said property is hereinafter known as "THE BARKER BUILDING".

AND

A portion of property located in the Town of Lockport, Parish of Lafourche, State of Louisiana, Measuring 40' along Lafourche Street by a depth of 110' between equal and parallel lines. Said property is bounded to the East or toward Bayou Lafourche by the Barker Ford Building, to the North by Lafourche Street, to the West by property of Eugene Gouaux, and to the South by lot 7 of block 29 of the Town of Lockport; all boundaries are now or formerly. Said lot is located in Block 29 of a map entitled the "MAP OF LOCKPORT LA." dated June 23, 1919 prepared by J.A. Lovell, Civil Engineer.

for a period commencing on the 1st day of July, 2013, and ending on the 30<sup>th</sup> day of June, 2014, in consideration of the rent and upon the terms and conditions hereinafter stipulated, as follows, to-wit:

1. Lessee agrees to pay to Lessor a monthly rent of Five Hundred Dollars (\$500.00). Said rent is due on or before the 5<sup>th</sup> of each month.
2. Lessee agrees to pay a 10% late fee if the monthly rental is not paid by the 15<sup>th</sup> of the month.
3. Lessor has the right to cancel the lease without penalty if rental or any portion thereof is in excess of fifteen days late. Should lessor exercise its right to cancel, lessor shall notify lessee in writing that lessor is exercising its right to cancel. Upon receipt of such notification, lessee has fifteen (15) days from the date of notification to bring the rental current and continue leasing the property or to vacate the premises.
4. Lessee shall not sublease said premises or assign this lease, or any part thereof, without lessor's written consent.
5. Lessee agrees to maintain liability insurance on the premises in the minimum amount of One Million Dollars (\$1,000,000) and to list the lessor as an additional insured on said policy.
6. Lessor agrees to maintain hazard insurance on the office building. Lessee is responsible for the purchase of insurance to cover the loss of lessee's personal property located on the leased property.
7. Lessee shall not make any major renovations to the leased premises without the lessor's written permission. Permission shall not be unreasonably withheld. Any and all improvements shall become part of the immovable and title to such improvements belongs to lessor. Furniture, woodworking equipment (including dust recovery system), and display equipment will be considered personal property and not subject to this clause. Lessee shall be responsible for any damage caused to the structure of the building upon the removal of the above items.
8. All utilities, including electricity and water, shall be paid by lessee.
9. Lessor shall have the right to periodically inspect the premises during normal working hours.
10. Lessee shall notify lessor prior to April 1, 2014, if lessee wishes to enter into a new lease under new terms commencing July 1, 2014.
11. If a new lease is not agreed upon by the parties by May 1, 2014, lessor shall have the right to place a 4' x 4' sign advertising the premises for lease and the right to show the premises to potential tenants during normal working hours.
12. A Five Hundred Dollar (\$500.00) security deposit has been paid. Lessor shall return the security deposit at the conclusion of the lease less amounts withheld for outstanding utility bills and less amounts for damage to the premises other than normal wear and tear.
13. Any alterations to the lease shall be in writing and signed by both parties.
14. Any and all written communication and payments shall be sent to the following:

Lessor:           Town of Lockport  
                      710 Church Street  
                      Lockport, LA 70374

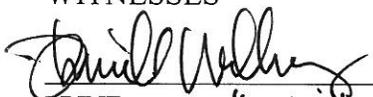
Lessee Friends of Louisiana Traditional Boat Builders, Inc  
202 Main Street  
Lockport, LA 70374

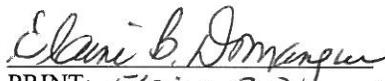
15. Any issue not covered by the lease shall be governed by Louisiana law.

16. This lease shall supercede any and all prior leases.

Thus signed and executed on the date or dates indicated below, in the presence of the undersigned competent witnesses, who have signed with the said appearers and Notary after due reading of the whole.

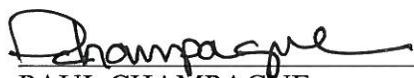
WITNESSES

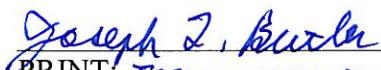
  
PRINT: Danielle Williams

  
PRINT: Elaine B Champagne

\_\_\_\_\_  
PRINT:

\_\_\_\_\_  
PRINT:

  
PAUL CHAMPAGNE  
MAYOR, TOWN OF LOCKPORT  
Date: 11 June 13

  
PRINT: JOSEPH BUTLER  
FRIENDS OF LOUISIANA  
TRADITIONAL BOAT BUILDING,  
INC.  
Date: 11 June 13

  
CHRISTOPHER J. HUDDLESTON  
NOTARY PUBLIC  
#91082

**ORDINANCE NO. 2013-006**

An ordinance to amend the Lockport  
Code of Ordinances so as to amend  
Section 2-6

**BE IT ORDAINED** by the Lockport Town Council in regular session  
assembled that the Lockport Town Code of Ordinances is hereby amended  
and re-enacted so as to amend Section 2-6  
to read as follows:

**SECTION 2-6 RENTAL OF TOWN PROPERTY**

(A) The mayor is hereby authorized to enter into a lease agreement with  
Halifax Theater Company for the terms and conditions stated in the  
attached Lease Agreement.

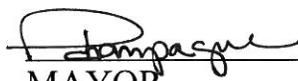
The vote on the ordinance was as follows:

YEAS: Councilmembers Barker, Guidry, Hartman, and Rogers

NAYS: Councilman Triche

ABSENT: None

The ordinance was declared adopted this 21<sup>st</sup> day of May, 2013.

  
MAYOR

ATTEST:

  
TOWN CLERK

STATE OF LOUISIANA

PARISH OF LAFOURCHE

---

**COMMERCIAL LEASE**

---

BE IT KNOWN BY ALL THESE PRESENTS that on the dates indicated below,  
personally came and appeared:

**TOWN OF LOCKPORT**, 710 Church Street, Lockport, Louisiana 70374, a political subdivision of the State of Louisiana, represented herein by its duly elected Mayor, herein referred to as Lessor;

AND

**HALIFAX THEATRE COMPANY, TAX ID #26-2621573**, represented herein by its Managing Director, Cindy Griffin, and whose address is 101 Main Street, P.O. Box 665, Lockport, LA, 70374;

Who declared that they have agreed to the following:

Lessor leases the following described property located in the Parish of Lafourche, State of Louisiana, to-wit:

A certain tract or portion of land of the batture along Bayou Lafourche and immediately in front of the Town of Lockport, between Canal St. and Lafourche St. and measuring one hundred fifty (150) feet, more or less, along Main Street, by the width of the batture between said Main Street and Bayou Lafourche, said tract of land being in Section 18, Township 16 South, Range 17 East.

for a period commencing on the 1st day of July, 2013, and ending on the 30<sup>th</sup> day of June, 2014, in consideration of the rent and upon the terms and conditions hereinafter stipulated, as follows, to-wit:

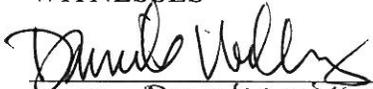
1. Lessee agrees to pay to Lessor a monthly rental of Five Hundred Dollars (\$500.00) per month for the term of the lease. Said rental is due on or before the 5<sup>th</sup> of each month.
2. Lessor has the right to cancel the lease without penalty if rent, or any portion thereof, is in excess of twenty days late. Should lessor exercise its right to cancel, lessor shall notify lessee in writing that lessor is exercising its right to cancel, and lessee has 30 days to vacate the premises.
3. Lessee shall have the right to sublease the premises on a temporary basis. Any sublease greater than 72 hours shall have the written consent of Lessor. Lessee shall not assign this lease, or any part thereof, without Lessor's written consent. Further, lessor warrants: that lessor is the owner of the premises, that lessor has the right to give lessee possession under this lease, and that lessor will warrant and defend lessee's possession against any and all persons/entities.
4. Lessee agrees to maintain liability insurance on the leased premises in the minimum amount of One Million (\$1,000,000) Dollars and list the lessor as an additional insured on said policy.

5. Lessor agrees to maintain hazard insurance on the building. However, lessee is responsible for the purchase of insurance to cover the loss of lessee's personal property located on the leased property.
6. Neither lessor nor lessee shall make any major renovations, additions, or alterations to the leased premises without the written permission of the other. However, lessor or lessor's agents shall have the right and responsibility to enter the premises for the purposes of making repairs necessary for the preservation of the property and to ensure the continued functionality of the leased premises including but not limited to necessary repairs to the HVAC, plumbing, and/or electrical systems.
7. Utilities (electricity, water, gas, and sewage) are to be paid by lessee for the duration of the lease.
8. Lessor shall have the right to periodically inspect the premises during normal working hours.
9. Lessor warrants that the leased premises are in good condition and are fully functional as a reasonable business environment. Lessee has inspected the premises and is satisfied as to the physical condition of the leased premises. Lessee agrees to keep the premises in good condition during the term of the lease at lessee's expense and to return the premises to lessor in the same condition at the termination of the lease, normal decay, wear and tear excepted. Lessee further agrees to undertake at lessee's expense minor and routine maintenance of the leased premises. Lessor agrees to make at lessor's expense any and all major repairs, not caused by the lessee or the lessee's guests, to ensure the premises remain viable as a reasonable business space/environment. The parties agree that any equipment or materials (ie seats, lighting equipment, sound equipment, props, etc.) brought in or purchased by lessee shall remain the property of the lessee regardless of how it is attached to the leased property. Lessee shall be responsible for any damage caused to the premises by the removal of such property at the end of the lease. Should lessee decide not to remove the material at the end of the lease agreement, then the equipment and/or materials shall become the property of the lessor at no cost to the lessor.
10. Lessor agrees to pay punctually all property taxes and all assessments due on the leased premises during the term of the lease.
11. Lessee shall have the right to name, advertise and promote the building as "THE BAYOU PLAYHOUSE". Any signage on or in the building erected by lessee shall be removed by lessee at the end of the lease agreement. Failure to remove said signage shall render the signage the property of lessor at no cost to lessor. The phrase "THE BAYOU PLAYHOUSE" shall remain the property of lessee.
12. Any alterations to the lease shall be in writing and signed by both parties.
13. Any and all written communication and payments shall be sent to the following:
 

Lessor:	Town of Lockport 710 Church Street Lockport, LA 70374
Lessee	Halifax Theatre Company 101 Main Street P.O. Box 308 Lockport, LA, 70374
14. Any issue not covered by the lease shall be governed by Louisiana law.
15. This lease shall supercede any and all prior leases.

Thus signed and executed on the date or dates indicated below, in the presence of the undersigned competent witnesses, who have signed with the said appearers and Notary after due reading of the whole.

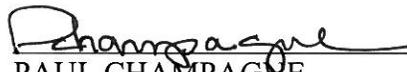
WITNESSES

  
PRINT: Danielle Williams

  
PRINT: Elaine B. Domingue

\_\_\_\_\_  
PRINT:

\_\_\_\_\_  
PRINT:

  
PAUL CHAMPAGNE  
MAYOR, TOWN OF LOCKPORT  
Date: 11 June 2013

  
CINDY GRIFFIN  
HALIFAX THEATRE COMPANY  
Date: 4/11/2013

  
CHRISTOPHER J. HUDDLESTON  
NOTARY PUBLIC #91082

**ORDINANCE NO. 2013-007**

An ordinance to amend the Lockport  
Code of Ordinances so as to Amend  
Section 2-4

**BE IT ORDAINED** by the Lockport Town Council in regular session assembled that the Lockport Town Code of Ordinances is hereby amended and re-enacted so as to Amend Section 2-4 to read as follows:

SECTION 2-4

TOWN OF LOCKPORT AMENDED BUDGET

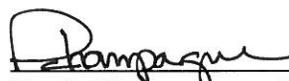
BE IT ORDAINED, by the Town Council, on behalf of the Town of Lockport, hereby amends the 2012-2013 Budget (ATTACHMENT A) for the operation and maintenance of the Town.

YEAS: Councilmembers Barker, Guidry, Hartman, Rogers, and Triche.

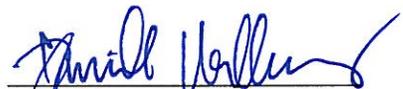
NAYS: None.

ABSENT: None.

And the Ordinance was declared adopted on this the 21<sup>st</sup> day of May, 2013.

  
\_\_\_\_\_  
Paul Champagne, Mayor

ATTEST:

  
\_\_\_\_\_  
Danielle Williams, Town Clerk

**ORDINANCE NO. 2013-008**

An ordinance to amend the Lockport  
Code of Ordinances so as to Amend  
Section 2-3

**BE IT ORDAINED** by the Lockport Town Council in regular session assembled that the Lockport Town Code of Ordinances is hereby amended and re-enacted so as to Amend Section 2-3 to read as follows:

SECTION 2-3

TOWN OF LOCKPORT BUDGET

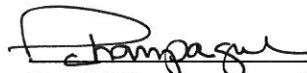
BE IT ORDAINED, by the Town Council, on behalf of the Town of Lockport, hereby adopts the 2013-2014 Budget (ATTACHMENT A) for the operation and maintenance of the Town.

YEAS: Councilmembers Barker, Guidry, Hartman, Rogers, and Triche.

NAYS: None.

ABSENT: None.

And the Ordinance was declared adopted on this the 21<sup>st</sup> day of May, 2013.

  
\_\_\_\_\_  
Paul Champagne, Mayor

ATTEST:

  
\_\_\_\_\_  
Danielle Williams, Town Clerk