

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO: C-3799

COUNCIL SPONSOR: BINDER/BRISTER

PROVIDED BY: LEGAL DEPARTMENT

RESOLUTION TO APPROVE AND AUTHORIZE ST. TAMMANY PARISH GOVERNMENT THROUGH THE OFFICE OF THE PARISH PRESIDENT TO SIGN AND/OR EXECUTE A WATER/WASTEWATER UTILITY SERVICE AGREEMENT BETWEEN THE PARISH OF ST. TAMMANY AND MMABE, LLC FOR THE PURPOSE OF PROVIDING WATER AND SEWERAGE SERVICES TO THE AREA LOCATED ON THE SOUTHEAST INTERSECTION OF HIGHWAY1077 AND HIGHWAY 1085. (WARD 1, DISTRICT 3)

WHEREAS, St. Tammany Parish desires to enter into a Utility Service Agreement with MMABE, LLC to provide the water and sewer service for a site located on the Southeast Intersection of Highway 1077 and Highwat 1085 (the "Copperstill Marketplace"); and

WHEREAS, MMABE, LLC will install the water lines and related equipment needed to connect to the Parish's existing water lines, at their expense and as more fully described in the Utility Service Agreement to be effected; and

WHEREAS, MMABE, LLC will install the sewer lines and related equipment needed to connect to the Parish's proposed sewer treatment facility, at their expense and as more fully described in the Utility Service Agreement to be effected, and

WHEREAS, upon completion and acceptance of the water and sewer lines and related equipment, MMABE, LLC will donate said lines and equipment to the Parish, as more fully described in the Utility Service Agreement to be effected.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES that St. Tammany Parish Government through the Office of the Parish President is hereby authorized to sign and/or execute a Utility Service Agreement between St. Tammany Parish, MMABE, LLC regarding the provision of water and sewer services and to take all actions necessary, including entering into all agreements or negotiations in furtherance of the actions authorized herein.

BE IT FURTHER RESOLVED, that all acts previously taken by the Office of the Parish President in furtherance of the actions or agreements contemplated herein are hereby ratified and approved.

THIS RESOLUTION HAVING BEEN SUBMITTED TO A VOTE, THE VOTE THEREON WAS AS FOLLOWS:

MOVED FOR ADOPTION BY: _____ SECONDED BY: _____

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

THIS RESOLUTION WAS DECLARED ADOPTED ON THE 5 DAY OF SEPTEMBER , 2013, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

JERRY BINDER, COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK

UTILITY SERVICES AGREEMENT
(Copperstill Market)

This Utility Services Agreement (may hereinafter be referred to as “Agreement”), is entered into this ____ day of _____, 2013 by and between:

ST. TAMMANY PARISH GOVERNMENT, (hereinafter the “Parish”), a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, LA 70434, herein appearing by and through Patricia P. Brister, its Parish President, duly authorized by the St. Tammany Parish Home Rule Charter and operating as Tammany Utilities;

and

MMABE, L.L.C., (hereinafter “MMABE”) a Louisiana limited liability company, domiciled in St. Tammany Parish, appearing herein through its duly authorized Manager/Member, Michael Saucier, having its principal address at 109 New Camellia Blvd., Suite 100, Covington, Louisiana 70433;

(MMABE may hereinafter be referred to as “Developer”. Parish and/or Developer may hereinafter be collectively referred to as “Parties” or individually as a “Party”.)

WITNESSETH

WHEREAS, Developer is the owner of +/- 8.92 acres located on at the southeast intersection of Highway 1077 and Highway 1085 in Madisonville, Louisiana, which is identified as Copperstill Marketplace (hereinafter the “Property”); and

WHEREAS, Developer is pursuing [?? an administrative resubdivision and ??] development permits through the Parish of St. Tammany for the development and construction of the Copperstill Marketplace Mixed-Use Project (hereinafter the “Subdivision”); and

WHEREAS, pursuant to Developer’s plans, the Developer will have retail and other commercial lots which will be connected to the central utility system (hereinafter defined), in accordance with the Sewer and Water Plans prepared by Scalfano Engineering, Inc., dated June 27, 2012, last revised July 1, 2013 and labeled as Job No. 12-018 (attached as Exhibit “A” and hereinafter referred to as the “Plans”);

WHEREAS, Developer intends to install a central water system for the Subdivision which will tie-in to the Parish’s existing water lines presently located near the Property on the west side of Highway 1077 and on the north side of Highway 1085; and

WHEREAS, Developer also intends to install a central sewerage collection and force main system for the Subdivision, which will tie into Parish's existing twelve (12") inch sewer force main located west of the Subdivision and leading to the Parish's existing sewer treatment facility as shown on the Plans; and

WHEREAS, Developer intends that the Parish will own, operate and maintain the Lift Station (as defined below), certain water lines and wastewater lines set forth on Exhibit "A"; and

WHEREAS, the Parish is capable of, has the authority to and intends to provide the aforementioned water, sewerage and related utility services.

NOW, THEREFORE, in consideration of the mutual covenants as hereinafter set forth, the Parties agree as follows:

I. OBLIGATIONS

A. Obligations of Developer.

1. Construction of Central Water and Sewage Infrastructures. Developer will install the central water and sewage systems and their infrastructure inside the Subdivision, which are defined as all mains, laterals, service connections, manholes, fire hydrants (manufactured by Mueller and colored chrome yellow), valves, cleanouts, and wet well for the Lift Station, in accordance with the Plans (hereinafter referred to as the "Central Water and Sewer Systems and their Infrastructure"). The Central Water and Sewer Systems and their Infrastructure shall also include any water and sewer line extensions immediately outside of the Subdivision as set forth in Exhibit "A" and as provided for hereinafter. Installation of the Central Water and Sewer Systems and their Infrastructure will be done by a contractor holding a valid Louisiana Municipal Work Contractor's License. Developer will receive prior approval from the Parish of the contractor selected for all work on the Central Water and Sewer Systems and their Infrastructure, with such approval not being unreasonably withheld, delayed or conditioned.

- a. Developer shall chlorinate, pressure test and flush the potable water portions of the Central Water and Sewer Systems and their Infrastructure. Developer shall deliver to Parish a certification from the Louisiana Department of Health and Hospitals ("DHH") that the water system of the Central Water and Sewer Systems and their Infrastructure is approved for operation as a public water supply. A representative of Parish must be present for all testing.
- b. Developer shall Lamp Test (defined below) the sewer portions of the Central Water and Sewer Systems and their Infrastructure. A representative of Parish must be present for all testing. "Lamp Test" shall mean the use of light, mirrors, cameras and/or other equipment to visually examine the sewer pipe to determine the alignment of a sewer pipe between two locations.

2. Lift Station.

- a. Access to Lift Station. Developer will provide suitable access to the Lift Station, as set forth in the Plans. "Suitable Access" is defined as a clear and stable roadbed substantially crowned with gravel or limestone and capable of supporting the heavy equipment required to set and service the Lift Station. Suitable Access is not limited to the public roads within the Subdivision but also includes Suitable Access within the physical site of the Lift Station. The surface of the Lift Station site and each roadbed are to be reasonably excavated of organic matter and tree stumps and then backfilled with structural clay and compacted to a stable base prior to overlaying with gravel, limestone or like material.
 - b. Electric Power. Developer will bring 230-volt, 3-phase electrical service to the boundary line of the site for the Lift Station. The specific locations of each service are to be approved by the Parish, which such approval not being unreasonably withheld, delayed or conditioned.
 - c. Water Access. Developer will install a one (1") inch water line to the Lift Station site. The specific locations of each service are to be approved by the Parish, which such approval not being unreasonably withheld, delayed or conditioned.
3. Water Line Tie-In. Developer, at its sole cost and expense, will install and connect an eight (8") inch water line to the Subdivision from (i) the Parish's existing water line presently located near the Property on the west side of Highway 1077 and (ii) the Parish's existing water line presently located near the Property on the north side of Highway 1085. Any bore or directional drilling necessary to connect the tie-in shall be at the sole cost and expense of Developer. The tie-ins shall be done in substantial accordance with the Plans. Developer shall connect/loop the tie-ins via a water line loop along the southern and eastern boundaries of the Property, as depicted on the Plans.
4. Sewer Force Main Tie-In. Developer, at its sole cost and expense, will bring a four (4") inch sewer force main from the Lift Station to Parish's existing twelve (12") inch sewer force main located south of the Development. The tie-in shall be done in a manner suitable to Parish in its reasonable discretion.
5. DHH Sample Monitoring Points. Developer agrees to install or have installed, at its sole cost and expense, one (1) water quality sampling point, located as per the directives of the Parish. This water quality sampling point shall be installed in accordance with the applicable provisions of DHH.
6. Plans and Specifications.
- a. Preliminary Plan. Developer will submit, at no charge to the Parish, for the Parish's approval, three (3) sets of plans and specifications for the construction of the Central Water and Sewer Systems and their Infrastructure within, as well as outside of the Subdivision. The plan submitted to the Parish shall be Developer's plan which

received approval by the St. Tammany Parish Department of Environmental Services and the Louisiana Department of Health and Hospitals (the "Approved Plans").

b. As Built Plan. Upon substantial completion of the Central Water and Sewer Systems and their Infrastructure, Developer will submit to the Parish, at no charge, three (3) sets of "as-built" plans and specifications of the construction of the Central Water and Sewer Systems and their Infrastructure, Lift Station, and the tie-in to the Parish's existing water lines. In addition, Developer will also submit said "as-built" plans to the Parish in electronic Auto-Cad and PDF formats.

7. Parish's Approval of Work. Upon substantial completion of the Central Water and Sewer Systems and their Infrastructure, Developer shall provide a notice of completion to Parish that all work has been substantially completed in accordance with the Approved Plans, that the Central Water and Sewer Systems and their Infrastructure has been tested in accordance with this Agreement and are approved for use. Parish shall have a period of thirty (30) days from the date of such notice and receipt of the as-built drawings from the Developer to provide Developer with a written list of any objections or defects of the Central Water and Sewer Systems and their Infrastructure. In the event Parish provides a notice and listing of objections and defects within the time specified, then Developer shall have a reasonable period of time within which to take such corrective measures as may be necessary to remove such objections and defects. The standard for any review of objections and defects of the Central Water and Sewer Systems and their Infrastructure shall be the Approved Plans for the Central Water and Sewer Systems and their Infrastructure. Developer shall provide notice to Parish of completions of the Water and Sewer Systems and their Infrastructure and removal of the defects and objections set forth in the notice, and Parish shall have fifteen (15) days within which to provide any additional notice of defect or objections to the Water and Sewer Systems and their Infrastructure. This process of notification by Parish and corrective action by Developer shall continue until all defects and objections have been approved to the reasonable satisfaction of Parish.

8. Transfer of Lift Station, and Central Water and Sewer Systems and their Infrastructure. Upon approval of the completed Lift Station and Central Water and Sewer Systems and Infrastructure, the Developer will donate to the Parish, without any legal warranties except as to title, the Lift Station and all of the Central Water and Sewer Systems and their Infrastructure, in substantially the form set forth on Exhibit "B" attached hereto. Said donation shall include an assignment of any transferable warranties from the contractor(s), equipment/material supplier(s) and/or equipment/material manufacturer(s).

9. Perpetual Servitudes. In accordance with the transfer set forth in Section 8 above, Developer will grant to the Parish a 25' x 25' right of way and servitude for the Lift Station. The perpetual servitude shall be consistent with the form attached hereto as Exhibit "C". Furthermore, Developer shall grant or cause to be granted to Parish a fifteen (15') foot wide utility servitude (i) for the sewer collection lines and sewer force main leading from the Subdivision and connecting to Parish's existing twelve inch (12") sewer force main and (ii) for

the water supply lines within the Subdivision, in a form consistent with the form attached hereto as Exhibit "D".

10. Materials List. Within thirty (30) days following the effective date of this Agreement, Developer shall provide Parish with an inventory list of the Central Water and Sewer Systems and their Infrastructure for the Development.

B. Obligations of the Parish.

1. Construction and Installation Lift Stations. The Parish will install one (1) complete duplex Lift Station, with pumps, panel, float, switches, valves, access doors and the piping (collectively, the "Lift Stations" or individually a "Lift Station") in the wet well constructed by Developer and reasonably approved by the Parish. The location of the Lift Station shall be as set forth in the Plans. The Lift Station pumps (to be manufactured by Hydromatic) and panel (to be manufactured by CSI) are to be sized by the Developer's engineer.

2. Operation, Maintenance and Repair. Following the transfers contemplated by Sections I.A.8 and I.A.9, the Parish will own, operate, maintain and repair the Lift Station and the Central Water and Sewer Systems and their Infrastructure all in accordance with the rules and regulations and conditions regulating the Parish, as then in effect.

3. Regulatory Compliance. The Parish will comply with all applicable codes, regulations and rules and all appropriate federal, state and local agencies relative to sewage collection, sewage treatment, water production, water treatment and water distribution.

4. Permitting.

a. Louisiana Department of Environmental Quality. Parish will obtain from the Louisiana Department of Environmental Quality, a wastewater discharge permit for the central sewage system. Upon reasonable notice, Developer will execute any and all necessary documents required by the Louisiana Department of Environmental Quality for said wastewater permit.

5. Capacity Reservation.

a. Sewer Capacity. In accordance with the terms hereof and in particular Article V hereinafter, the Parish agrees to reserve a maximum sewer capacity of ten thousand two hundred gallons per day (10,200 gpd) for the Subdivision upon payment of all applicable sewer capacity fees. Under no circumstances shall the Parish be required to provide any additional sewer capacity should additional lots or a change in use require same. However, should Developer request additional sewer capacity, and if such capacity is available, the Parish will provide additional sewer capacity based on the fees and cost associated therewith at the rates then in effect. Finally, the capacity referred to in this Section shall not be reserved by the Parish until all fees and charges due the Parish pursuant to Article V hereinafter have been paid.

b. Water Capacity. In accordance with the terms hereof and in particular Article V hereinafter, the Parish agrees to reserve a maximum water capacity of ten thousand two hundred gallons per day (10,200 gpd) for the Subdivision upon payment of all applicable water capacity fees. Under no circumstances shall the Parish be required to provide any additional water capacity should additional lots or a change in use require same. However, should Developer request additional water capacity, and if such capacity is available, the Parish will provide additional water capacity based on the fees and cost associated therewith at the rates then in effect. Finally, the capacity referenced in this Section shall not be reserved by the Parish until all fees and charges due the Parish pursuant to Article V hereinafter have been paid.

II. REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties of Developer

1. Ownership of Central Water and Sewer Systems and their Infrastructure. Developer hereby represents and warrants that it is currently the bonafide and sole owner of the Central Water and Sewer Systems and their Infrastructure of the Subdivision, free of all liens and encumbrances, except as provided herein.

2. Liens and Encumbrances. Developer agrees to indemnify and hold harmless the Parish from any and all liens and encumbrances which may be filed and/or attached to the Lift Stations or the Central Water and Sewer Systems and their Infrastructure, immediately prior to the time of their transfer to the Parish in accordance with Section I.A.8 and I.A.9. Provided, however, the Developer shall not indemnify and hold the Parish harmless from liens and encumbrances that arise from the Parish's obligations under Section I.B herein.

3. Exclusive Agreement. Developer represents and warrants that it has not executed any agreement entitling any other purchaser or any prospective lot owner within the Subdivision any interest whatsoever in the Lift Station and/or the Central Water and Sewer Systems and their Infrastructure.

4. New Phase Tie-In. Developer represents and warrants it will insure that any gravity sewer line or sewer force main of any new phase of the Subdivision that connects to the Central Water and Sewer Systems and their Infrastructure of an existing phase shall be plugged at the connection to any existing manhole or Lift Station. The plugging of any type pipe in this system shall be in substantial accordance with the plug manufacturer's specifications pertinent to a given application. Upon completion of the phase under construction, Developer's contractor is to reasonably insure that upon removal of the plug, no mud, sand, clay or other debris is allowed to enter the existing system.

III. TERM

A. Developer. Within one hundred eighty (180) days of the execution of this Agreement, Developer shall complete all of its obligations contained herein and shall receive final approval for the Subdivision from the St. Tammany Parish Planning Commission and/or St. Tammany Parish Council, or Parish shall be relieved of any and all obligations contained herein.

B. The Parish. The Parish shall have one hundred eighty (180) days from later of (i) the execution of this Agreement; or (ii) receipt of all sums owed herein to complete the necessary facilities and preparatory work to provide water and wastewater services to the Subdivision in accordance with the terms hereof. However, Parish shall not be required to complete the construction of the Lift Station until such time as Developer has completed its construction of the wet well as contained herein.

IV. LIMITATION OF ACCEPTED WASTEWATER TYPES

Notwithstanding anything contained, stated or represented herein to the contrary, the Parish's obligation to provide sewage treatment shall be limited to "Accepted Wastewater Types", as defined in Louisiana Department of Environmental Quality General Permit LAG57000, the pertinent parts of which are attached hereto and made a part hereof as Exhibit "E" and further defined in *Wastewater Engineering: Treatment, Disposal and Refuse*, by Metcalf and Eddy, 4th Edition, 2003, Magraw-Hill, Inc., page 186, table 3-15, "Typical composition of untreated domestic wastewater" (medium concentration), hereinafter ("Wastewater Standards"). In the event that sewage/wastewater influent produced by the Subdivision or its inhabitants and collected for treatment pursuant to this Agreement exceeds the parameters outlined above and in Exhibit "E", it shall be the sole responsibility of the Developer, his successors or assigns, to provide such pretreatment or other modifications or adjustments to such sewage/wastewater as is necessary to meet the standards imposed by this paragraph.

V. FEES

As further consideration of this Agreement, the parties agree as follows:

A. Water Capacity Fee. Developer agrees to pay to the Parish the water capacity fee in the amount of Twenty Three Thousand Nine Hundred Seventy Dollars and no/100 (\$23,970.00) in accordance with the Parish's rate schedule for Tammany Utilities. The entirety of this fee shall be paid upon the execution thereof.

B. Sewer Capacity Fee. Developer agrees to pay to the Parish the sewer capacity fee in the amount of Forty Seven Thousand Nine Hundred Forty Dollars and no/100 (\$47,940.00) in accordance with the Parish's rate schedule for Tammany Utilities. The entirety of this fee shall be paid upon the execution thereof.

C. Lift Station. Developer agrees to pay to the Parish Twenty Five Thousand Dollars and no/100 (\$25,000.00) per each Lift Station for a total of Twenty Five Thousand Dollars and no/100 (\$25,000.00). The entirety of this fee shall be paid upon the execution thereof.

D. Tie-In and Monthly Rate. The Parish will charge a water and sewer tie-in fee and a monthly water and sewer rate to each owner of the lots within the Subdivision, in accordance with the Parish's rate schedule for Tammany Utilities. Monthly service charges shall begin when the customer connects into the Central Water and Sewer Systems and their Infrastructure. Upon the installation of water meters the Parish will collect a meter installation fee in accordance with the Parish's rate schedule for Tammany Utilities.

E. Tie-In Deposit. The Parish shall be entitled to charge each end user deposits for sewer and water tie-ins in accordance with the Parish's rate schedule for Tammany Utilities.

F. Permits, Legal and Recordation. Developer agrees to pay Two Thousand and no/100 (\$2,000.00) Dollars for surveys, abstracts, title insurance, closing costs, permits, legal expenses and recordation costs. Payment shall be made in full upon the execution hereof.

VI. MISCELLANEOUS

A. Force Majeure. Neither Party shall be liable for any failure to perform or delay in performance due to any contingency beyond its reasonable control, including without limitation, act of God, act or omission of any civil or military authority, fire, tempest, flood, earthquake, volcanic activity, epidemic, quarantine restriction, labor dispute (e.g. lockout, work stoppage or slow down or strike), embargo, war, political strife, riot, delay in transportation, compliance with any regulation or directive of any national, state or local government, or any department or agency thereof, or any other cause which despite the exercise of reasonable diligence the effected party is unable to overcome. The effected Party's performance hereunder shall be excused to the extent delayed or prevented by such contingency, and the time for performance shall be extended for a period equal to the time lost by reason thereof.

B. Acknowledgment. It is understood and acknowledged by Developer, that the Parish shall not be required to nor shall it enter onto any private property for the purposes of installing, cleaning or maintaining any sewer or water line between the water meter or sewer connection of the lot and the actual building or dwelling constructed thereon.

C. Amendment. No amendment or modification of this Agreement shall be deemed effective unless or until executed in writing by the Parties hereto with the same formality attending execution of this Agreement.

D. Governing Law. This agreement is made in Louisiana and shall be construed, interpreted, and governed by the laws of such state. The Parties consent and agree to the exclusive jurisdiction and venue of the 22nd Judicial District Court for St. Tammany Parish, Louisiana, for any action under this Agreement.

E. Notices. Any notices required or permitted hereunder shall be sufficiently given if personally delivered or if sent by registered or certified mail, postage paid, addressed or delivered as follows:

If to the Parish: St. Tammany Parish Government
c/o Greg Gorden,
Director of Environmental Services
P.O. Box 628
Covington, LA 70434

If to MMABE: Michael Saucier
109 New Camellia Blvd., Suite 100
Covington, LA 70433

F. No Waiver. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of a breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

G. Section and Article Headings. The headings of Sections and Articles contained in this Agreement are for convenience only, and they shall not expressly or by implication, limit, defined, extend, or construe the terms or provisions of the Sections of this Agreement.

H. Assignability. This Agreement shall inure to both parties' successors and/or assigns and the Parish shall have the full and unilateral right to assign the Agreement without the consent of Developer. In that case, all references to "the Parish" will mean its assignee. Without limiting the foregoing, the Parish will have the right to assign this Agreement and its rights hereunder to the Parish of St. Tammany. Provided, however, Developer shall not assign this Agreement without the express written consent of the Parish.

I. Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, in whole or in part, then both parties will be relieved of all obligations arising under such provision, but only to the extent it is illegal, unenforceable, or void. The intent and agreement of the parties to this Agreement is that this Agreement will be deemed amended by modifying any such illegal, unenforceable, or void provision to the extent necessary to make it legal and enforceable while preserving its intent, or if such is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objectives. Notwithstanding the foregoing, if the remainder of this Agreement will not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected will be enforced to the extent permitted by law.

J. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereto, and upon execution, specifically supercedes any prior agreement between the Parties hereto with respect to the same subject matter.

K. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

(Signature page follows.)

WITNESSES:

ST. TAMMANY PARISH GOVERNMENT

Signature of First Witness
Print Name _____

BY: _____
Patricia P. Brister,
Parish President

Signature of Second Witness
Print Name _____

MMABE, L.L.C.

Signature of First Witness
Print Name _____

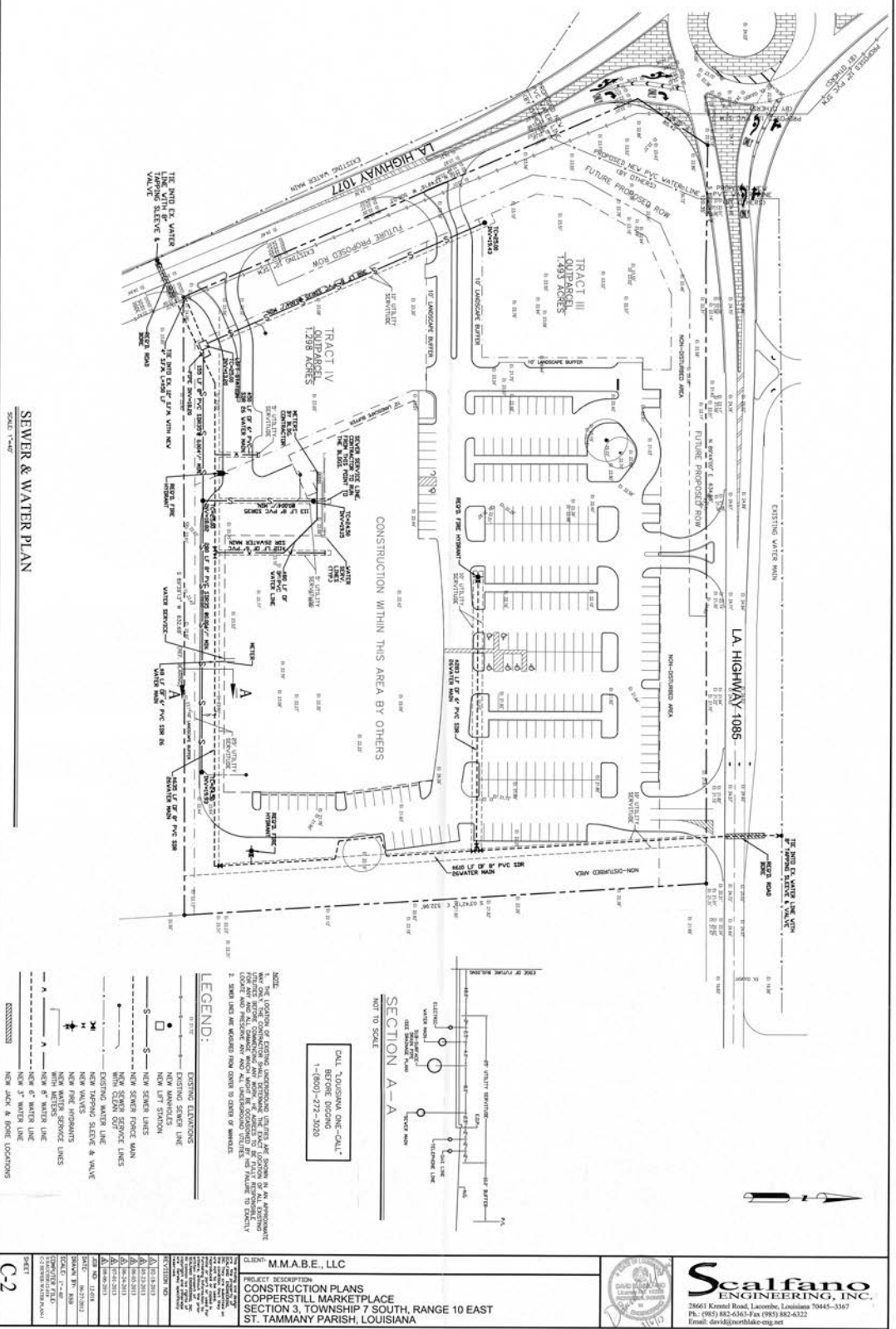
BY: _____
Michael Saucier,
Manager/Member

Signature of Second Witness
Print Name _____

**EXHIBIT A – PLANS FOR CENTRAL WATER AND
SEWER SYSTEM AND THEIR INFRASTRUCTURES**

(See attached page.)

DRAFT

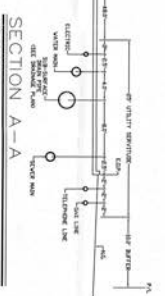


SEWER & WATER PLAN
 SCALE: 1"=40'

LEGEND:

- EXISTING EXTENSIONS
- EXISTING SEWER LINE
- EXISTING MANHOLES
- NEW LIFT STATION
- NEW SEWER LINES
- NEW SEWER FORCE MAIN
- NEW SEWER FORCE MAIN WITH CLEAN OUT
- EXISTING WATER LINE
- NEW WATER LINE
- NEW WATER SERVICE LINES
- NEW WATER SERVICE LINES WITH METERS
- NEW 8" WATER LINE
- NEW 2" WATER LINE
- NEW JACK & BOLE LOCATIONS

CALL "LOUISIANA ONE-CALL"
 BEFORE DIGGING
 1-(800)-272-3020



NO.	DATE	DESCRIPTION
1	02/08/12	ISSUED FOR PERMIT
2	02/08/12	ISSUED FOR CONSTRUCTION
3	02/08/12	ISSUED FOR RECORD
4	02/08/12	ISSUED FOR AS-BUILT
5	02/08/12	ISSUED FOR FINAL
6	02/08/12	ISSUED FOR ARCHIVE
7	02/08/12	ISSUED FOR LEGAL
8	02/08/12	ISSUED FOR OTHER
9	02/08/12	ISSUED FOR FUTURE
10	02/08/12	ISSUED FOR REVISION

CLIENT: M.M.A.B.E., LLC
 PROJECT DESCRIPTION:
 CONSTRUCTION PLANS
 COPPERSTILL MARKETPLACE
 SECTION 3, TOWNSHIP 7 SOUTH, RANGE 10 EAST
 ST. TAMMANY PARISH, LOUISIANA

Scalfano ENGINEERING, INC.
 28661 Kismet Road, Leesville, Louisiana 70445-3367
 Ph: (985) 882-6363 Fax: (985) 882-6322
 Email: davidj@northlake-eng.net

**EXHIBIT B – TRANSFER OF CENTRAL WATER AND
SEWER SYSTEMS AND THEIR INFRASTRUCTURE**

ACT OF DONATION

UNITED STATES OF AMERICA

BY: MMABE, LLC

STATE OF LOUISIANA

**TO: ST. TAMMANY PARISH
GOVERNMENT**

PARISH OF ST. TAMMANY

BE IT KNOWN, that on the dates hereinafter set forth,

BEFORE EACH OF US, the undersigned Notaries Public, duly commissioned and qualified in and for the Parish and State hereinafter set forth, and in the presence of the undersigned and competent witnesses, personally came and appeared:

MMABE, L.L.C., a Louisiana limited liability company, domiciled in St. Tammany Parish, appearing herein through its duly authorized Manager/Member, Michael Saucier, having its principal address at 109 New Camellia Blvd., Suite 100, Covington, Louisiana 70433;

(hereinafter referred to as “**Donor**”)

and

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, appearing herein through and by its Parish President, Patricia P. Brister, duly authorized to sign and execute this agreement on behalf of the Parish pursuant to the St. Tammany Parish Charter, as well as pursuant to Resolution Council Series No. C-3253 of the St. Tammany Parish Council;

Mailing Address: 21490 Koop Drive
Mandeville, Louisiana 70448

(hereinafter referred to as “**Donee**”)

Donor declares that it does, by these presents, irrevocably give, grant and donate without any legal warranties except as to title and with full subrogation and substitution in and to all owners unto said Donee, hereby appearing for the purposes of accepting the same, of the following described property located within the Highways 1077 and 1085 Right of Way, 8.9

acres in Copperstill Marketplace Development located in Section 3, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana, which property being donated is described as follows, to-wit:

The entire sewer and water system, including all pipes, pipe lines, drips, valves, fittings, connections, meters, water hydrants, fire hydrants, lift stations and any and all other equipment, and appurtenances contained in said system, as shown in the Sewer and Water Plan of Scalfano Engineering, Inc, LLC, dated June 27, 2012, last revised July 1, 2013 and labeled as Job Number 12-018, a copy of which is attached hereto as Exhibit "A" (the "Property").

Donor represents and warrants to Donee that Donor has marketable title to said Property, and that such Property is free and clear of all liens, claims, mortgages, pledges, leases, security interests, or encumbrances of every kind, nature or description.

Donee after being duly sworn did declare and state that Donee hereby accepts this donation with gratitude.

THUS DONE AND PASSED in duplicate form in _____, Louisiana, on the _____ day of _____ 2013 in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

MMABE, L.L.C.

BY: _____

Signature of First Witness
Print Name _____

MICHAEL SAUCIER,
MANAGER/MEMBER

Signature of Second Witness
Print Name _____

NOTARY PUBLIC

Print Name: _____

Notary I.D./Bar No. (As Applicable): _____

My Commission Expires: _____

THUS DONE AND PASSED in duplicate form in _____, Louisiana, on the _____ day of _____ 2012, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

ST. TAMMANY PARISH GOVERNMENT

Signature of First Witness
Print Name _____

BY: Patricia P. Brister, Parish President

Signature of Second Witness
Print Name _____

NOTARY PUBLIC
Print Name: _____
Notary I.D./Bar No. (As Applicable): _____
My Commission Expires: _____

EXHIBIT C – ROW AND SERVITUDE

**GRANTING OF SERVITUDE
AND RIGHT-OF-WAY**

UNITED STATES OF AMERICA

STATE OF LOUISIANA

FROM: MMABE, L.L.C.

PARISH OF ST. TAMMANY

TO: ST. TAMMANY PARISH GOVERNMENT

BE IT KNOWN, that on the dates hereinafter set forth,

BEFORE EACH OF US, the undersigned Notaries Public, duly commissioned and qualified in and for the Parish and State hereinafter set forth, and in the presence of the undersigned and competent witnesses, personally came and appeared:

MMABE, L.L.C., a Louisiana limited liability company, organized and existing under the laws of the State of Louisiana, domiciled in St. Tammany Parish, appearing herein through its duly authorized Manager/Member, Michael Saucier, having its principal address at 109 New Camellia Blvd., Suite 100, Covington, Louisiana 70433 (hereinafter referred to as “Grantor”); and

which said Grantor hereby declared that it does hereby and by these presents grant unto the St. Tammany Parish Government, operating as Tammany Utilities (hereinafter referred to as “Grantee”), its successors or assigns, a servitude, right-of-way, right-of-passage and right-of-use, over, through, upon, across and under the following described property, to-wit:

The 25’ by 25’ lift station site within Copperstill Marketplace Development, located in Section 3, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana, which is depicted on the Sewer and Water Plan of Scalfano Engineering, Inc, LLC, dated June 27, 2012, last revised July 1, 2013 and labeled as Job Number 12-018, which is attached hereto as Exhibit “A”.

The grant of easement, servitude, right-of-way, right-of-passage and right-of-use is made for and in consideration of the sum of One Hundred and 00/100 (\$100.00) Dollars cash, and other valuable consideration, receipt of which is hereby acknowledged and full acquittance and discharge therefore given.

To have and to hold said servitude, right-of-way, and right-of-use unto the said Grantee, its successors or assigns.

THUS DONE AND PASSED in duplicate form in _____, Louisiana, on the _____ day of _____ 2013 in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

MMABE, L.L.C.

Signature of First Witness
Print Name _____

BY: _____
MICHAEL SAUCIER,
MANAGER/MEMBER

Signature of Second Witness
Print Name _____

NOTARY PUBLIC

Print Name: _____
Notary I.D./Bar No. (As Applicable): _____
My Commission Expires: _____

THUS DONE AND PASSED in duplicate form in _____, Louisiana, on the _____ day of _____ 2013, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

**ST. TAMMANY PARISH
GOVERNMENT**

Signature of First Witness

**BY: Patricia P. Brister
Parish President**

Printed Name of First Witness

Signature of Second Witness

Printed Name of Second Witness

NOTARY PUBLIC

Print Name: _____

Notary I.D./Bar No. (As Applicable): _____

My Commission Expires: _____

EXHIBIT D – UTILITY SERVITUDE

**ACT OF PERPETUAL
UTILITY SERVITUDE**

UNITED STATES OF AMERICA

STATE OF LOUISIANA

FROM: MMABE, L.L.C.

PARISH OF ST. TAMMANY

**TO: ST. TAMMANY PARISH
GOVERNMENT**

BE IT KNOWN, that on the dates hereinafter set forth,

BEFORE EACH OF US, the undersigned Notaries Public, duly commissioned and qualified in and for the Parish and State hereinafter set forth, and in the presence of the undersigned and competent witnesses, personally came and appeared:

MMABE, L.L.C., a Louisiana limited liability company, , domiciled in St. Tammany Parish, appearing herein through its duly authorized Manager/Member, Michael Saucier, having its principal address at 109 New Camellia Blvd., Suite 100, Covington, Louisiana 70433; (hereinafter referred to as “Grantor”); and

ST. TAMMANY PARISH GOVERNMENT, (hereinafter “The Parish”), a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, LA 70434, herein appearing by and through Patricia P. Brister, its Parish President, duly authorized by the St. Tammany Parish Home Rule Charter and operating as Tammany Utilities; and

(hereinafter referred to as “Grantee”).

Grantor declared it is the owner of the following described property:

[INSERT LEGAL DESCRIPTION FOR SEWER FORCE MAIN SERVITUDE
AND WATER LINE MAIN SERVITUDES]

(hereinafter the “Property”).

Grantor further declared that for and in consideration of the sum of \$100.00, receipt of which is hereby acknowledged and the many advantages

flowing to Grantor and the Property, plus other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it does, by these presents, establish, grant, convey, transfer, set over and deliver unto Grantee, its successors or assigns, the right to construct upon and use of one or more utility servitude areas across and upon the Property for the purpose of constructing, accessing, maintaining and operating sewer line(s), sewer force main(s) and those items appurtenant to each. Said utility servitude areas shall be fifteen (15') feet in width, all as set forth and depicted on the Plat attached hereto as Exhibit "A" and as described by metes and bounds attached hereto as Exhibit "B"

(hereinafter, collectively, "Utility Servitude Area").

The right of use confers in favor of Grantee, its successors and assigns, the right to construct within and use the aforementioned Utility Servitude Area for the purposes herein set forth.

The right of use shall grant to Grantee the right to construct and maintain in a proper and workmanlike manner said sewer line(s) and sewer force main(s), consistent with industry standards for such construction and in a manner to insure proper drainage of the adjacent lands of the Grantor.

The right of use herein is granted to Grantee for a perpetual term commencing with the date of execution hereof.

It is stipulated and agreed that the right of use granted herein is intended and does confer on the Grantee only the right to construct and maintain the said Utility Servitude Area, sewer line(s), sewer force main(s) and those items appurtenant thereto, and to use the same to the extent herein provided, and that no right of ownership of any nature is transferred to Grantee in and to the lands over and through which said passageway, sewer line(s) and sewer force main(s) are constructed; the ownership of said lands and said passageway being vested in said Grantor.

It is stipulated and agreed that Grantor, its successors and assigns shall have the right to use of said passageway, provided such use does not reasonably interfere with the use of said passageway by Grantee.

This Act of Perpetual Utility Servitude shall inure to the benefit of the successors and assigns of Grantor and Grantee.

(Signature page follows.)

THUS DONE, READ AND SIGNED in duplicate form at my office in _____, Louisiana, on the _____ day of _____, 2013, and in the presence of the undersigned competent witnesses, who have signed together with said appearers and me, Notary.

WITNESSES:

MMABE, L.L.C.

Signature of First Witness
Print Name _____

BY: _____
Michael Saucier,
Manager/Member

Signature of Second Witness
Print Name _____

NOTARY PUBLIC

Print Name: _____
Notary I.D./Bar No. (As Applicable): _____
My Commission Expires: _____

THUS DONE AND PASSED in duplicate form in _____, Louisiana, on the _____ day of _____ 2013, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

ST. TAMMANY PARISH GOVERNMENT

Signature of First Witness

Printed Name _____

BY: Patricia P. Brister, Parish President

Signature of Second Witness

Printed Name _____

NOTARY PUBLIC

Print Name: _____

Notary I.D./Bar No.: _____

My Commission Expires: _____

EXHIBIT E – WASTEWATER STANDARDS

(See attached two pages.)

DRAFT

4. Compute the $\text{NH}_3\text{-N}$ concentration

$$\text{NH}_3\text{-N} = \left[\frac{(3 \text{ g/capita-d})}{(60 \text{ L/capita-d})} \right] \left(\frac{10^3 \text{ L}}{\text{m}^3} \right) = 50 \text{ g/m}^3$$

Comment In many parts of the world where water usage is low, constituent concentrations for BOD and TSS may range up to 1000 g/m³ (mg/L). In the above example, the concentrations of BOD and TSS are nearly 2 to 4 times the BOD and TSS concentrations typically found in the United States (see Table 3-13). Ammonia nitrogen ($\text{NH}_3\text{-N}$) concentrations may also be higher, perhaps on the order of two times or more of those in the United States.

Composition of Wastewater in Collection Systems. Typical data on the composition of untreated domestic wastewater as found in wastewater-collection systems (in the United States) are reported in Table 3-15. The data presented in Table 3-15 for medium-strength wastewater are based on an average flow of 460 L/capita-d (120 gal/capita-d) and include constituents added by commercial, institutional, and industrial sources. Typical concentrations for low-strength and high-strength wastewater, which reflect different amounts of infiltration, are also given. Because there is no "typical" wastewater, it must be emphasized that the typical data presented in Table 3-15 *should only be used as a guide*. The constituent concentrations presented in Table 3-13, developed from the waste amounts given in Table 3-12, can also be compared to the values given in Table 3-15. It is interesting to note that the values given in Table 3-13 correspond closely to the values given in Table 3-15 for typical wastewater.

Mineral Increase Resulting from Water Use. Data on the increase in the mineral content of wastewater resulting from water use, and the variation of the increase within a collection system, are especially important in evaluating the reuse potential of wastewater. Typical data on the incremental increase in mineral content that can be expected in municipal wastewater resulting from domestic use are reported in Table 3-16. Increases in the mineral content of wastewater may be due in part to addition of highly mineralized water from private wells and groundwater and from industrial use. Domestic and industrial water softeners also contribute significantly to the increase in mineral content and, in some areas, may represent the major source. Occasionally, water added from private wells and groundwater infiltration will (because of its high quality) serve to dilute the mineral concentration in wastewater.

Variations in Constituent Concentrations

Several types of constituent concentration variations can occur depending upon the characteristics of the contributors to the wastewater-collection system. Types of variations are discussed below.

Table 3-15
Typical composition of untreated domestic wastewater

Contaminants	Unit	Concentration ^a		
		Low strength	Medium strength	High strength
Solids, total (TS)	mg/L	390	720	1230
Dissolved, total (TDS)	mg/L	270	500	860
Fixed	mg/L	160	300	520
Volatile	mg/L	110	200	340
Suspended solids, total (TSS)	mg/L	120	210	400
Fixed	mg/L	25	50	85
Volatile	mg/L	95	160	315
Settleable solids	mL/L	5	10	20
Biochemical oxygen demand, 5-d, 20°C (BOD, 20°C)	mg/L	110	190	350
Total organic carbon (TOC)	mg/L	80	140	260
Chemical oxygen demand (COD)	mg/L	250	430	800
Nitrogen (total as N)	mg/L	20	40	70
Organic	mg/L	8	15	25
Free ammonia	mg/L	12	25	45
Nitrites	mg/L	0	0	0
Nitrates	mg/L	0	0	0
Phosphorus (total as P)	mg/L	4	7	12
Organic	mg/L	1	2	4
Inorganic	mg/L	3	5	8
Chlorides ^b	mg/L	30	50	90
Sulfate ^b	mg/L	20	30	50
Oil and grease	mg/L	50	90	100
Volatile organic compounds (VOCs)	mg/L	<100	100-400	>400
Total coliform	No./100 mL	10 ⁶ -10 ⁸	10 ⁷ -10 ⁹	10 ⁷ -10 ¹⁰
Fecal coliform	No./100 mL	10 ³ -10 ⁵	10 ⁴ -10 ⁶	10 ⁵ -10 ¹⁰
<i>Cryptosporidium</i> oocysts	No./100 mL	10 ⁻¹ -10 ⁰	10 ⁻¹ -10 ¹	10 ⁻¹ -10 ¹⁰
<i>Giardia lamblia</i> cysts	No./100 mL	10 ⁻¹ -10 ¹	10 ⁻¹ -10 ²	10 ⁻¹ -10 ¹⁰

^aLow strength is based on an approximate wastewater flowrate of 750 L/capita-d (200 gal/capita-d).
 Medium strength is based on an approximate wastewater flowrate of 460 L/capita-d (120 gal/capita-d).
 High strength is based on an approximate wastewater flowrate of 240 L/capita-d (60 gal/capita-d).
^bValues should be increased by amount of constituent present in domestic water supply.

Resolution Administrative Comment

RESOLUTION TO APPROVE AND AUTHORIZE ST. TAMMANY PARISH GOVERNMENT THROUGH THE OFFICE OF THE PARISH PRESIDENT TO SIGN AND/OR EXECUTE A WATER/WASTEWATER UTILITY SERVICE AGREEMENT BETWEEN THE PARISH OF ST. TAMMANY AND MMABE, LLC FOR THE PURPOSE OF PROVIDING WATER AND SEWERAGE SERVICES TO THE AREA LOCATED ON THE SOUTHEAST INTERSECTION OF HIGHWAY 1077 AND HIGHWAY 1085

The Parish seeks to enter into a Utility Service Agreement with MMABE, LLC for the purpose of providing water and sewerage services to Copperstill Marketplace located at the Southeast corner of Highway 1077 and Highway 1085.