NATCHITOCHES CITY COUNCIL MEETING
AUGUST 24, 2009 - 7:00 P.M.

AGENDA

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF AUGUST 10, 2009**

5. **BIDS ADVERTISE:**
   #088 Payne — Resolution Authorizing the Mayor to Advertise for Bids for Boiler #10 Re-Tubing and Repair to the Power Plant (Bid #0487)

6. **BIDS – AWARD:**
   #047 Morrow — Ordinance Authorizing the Mayor of the City of Natchitoches to Award Bid for the Purchase of a Thirty-Seven (37') Articulating Aerial Device/Bucket Truck (Bid #0483)

7. **BIDS – OPEN:**
   #048 Nielsen — Ordinance Authorizing the Mayor of the City of Natchitoches to Open the Bids for the Rehabilitation of the Grand Ecore Sewer Lift Station (Bid #0484)

8. **ORDINANCE – INTRODUCTION:**
   #049 Morrow — An Ordinance Declaring Certain Buildings Unsafe And Recommending That Same Be Demolished Or Put Into Repair To Comply With The Building Code, Authorizing Notice To Be Served, Fixing Hearing Date And Appointing Curator To Represent Absentees

   #050 Nielsen — An Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endeavor Agreement With Victor Jones, Sheriff Of Natchitoches Parish, Whereby The City Of Natchitoches And The Sheriff Of Natchitoches Parish Will Cooperate In A Truancy Program With The City Of Natchitoches Contributing Twenty-Five Thousand Dollars For The Fiscal Year In Exchange For The Benefit To The Citizens Of The City Of Natchitoches

9. **ORDINANCE – FINAL:**
   #046 Payne — An Ordinance Authorizing The Mayor Of The City Of Natchitoches, Wayne McCullen, To Enter Into An Agreement For The Purchase And Sale Of NOx Emission Allowances With Victoria WLE, LP, And Approving Of The Terms And Conditions Of Same All After Due Compliance With The Law And Further Providing For Advertising And For An Effective Date

ADD # 042

10. **REPORTS:** — Pat Jones – Financial Report

11. **RESOLUTIONS:**
    #086 Morrow — Resolution Authorizing the City of Natchitoches to Submit the Annual Environmental Audit Report for the Waste Water Treatment Plant to the Louisiana Department of Environmental Quality

12. **#087 Nielsen** — Resolution Designating Friday, September 4, 2009 as an Official Holiday for the Employees of the City of Natchitoches for the Year 2009

13. **OTHER BUSINESS:** — City Holiday – Labor Day Monday, September 7, 2009

14. **ADJOURNMENT**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.
If you wish to address the Council, please complete the "Public to Address the Council Meeting" form located on the Clerk's table at the entrance of the meeting room.

PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, AUGUST 24, 2009, AT SEVEN O'CLOCK, (7:00) P.M.

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana, on Monday, August 24, 2009, at 7:00 p.m.

There were present: Councilman at Large, Don Mims, Jr., presiding as Mayor Pro Tempore; Councilmen Larry Payne, Dale Nielsen and Councilwoman Sylvia Morrow.

Absent: Mayor Wayne McCullen and Councilman Jack McCain

The Mayor Pro Tempore, Don Mims, welcomed those in attendance and also the radio audience.

The Mayor asked everyone to rise for the Invocation given by Mr. Mike Braxton followed by the Pledge of Allegiance lead by Councilman Larry Payne.

The Mayor then called for the reading of the Minutes. Mr. Nielsen made a motion to dispense with the Reading of the Minutes, and Ms. Morrow seconded the motion. The roll call vote was as follows:

AYES:	**Nielsen, Morrow, Payne**
NAYS:	**None**
ABSENT:	**McCain**
ABSTAIN:	**Mims**

The Mayor declared the Motion as **PASSED**.

The Following Resolution was Introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to-wit:

RESOLUTION NO. 088 OF 2009

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR BOILER #10 RE-TUBING AND REPAIR TO THE POWER PLANT

BID NO. 0487

WHEREAS, the City wishes to advertise for bids for Boiler #10 Re-Tubing and Repair to the Power Plant; and

WHEREAS, sealed bid proposals will be received until 10:00 a.m. on September 28, 2009 at the office of Edd Lee, Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana and opened at a regular city council meeting on September 28, 2009 at 7:00 p.m.; and

WHEREAS, upon receipt of the proposals, the committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Larry Payne, Councilman; and Bryan Wimberly, Director of Utilities, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above Bid.

BE IT FURTHER RESOLVED that the above Bids will be received until 10:00 a.m. on September 28, 2009 at the office of the Director of Purchasing, 1400 Sabine Street, Natchitoches, La, and opened at a Regular Meeting of the Natchitoches City Council on September 28, 2009 at 7:00 p.m. and awarded at a regularly scheduled City Council meeting on October 12, 2009.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES: Payne, Nielsen, Morrow
NAYS: None
ABSENT: McCain
ABSTAIN: Mims

THEREUPON, the Mayor Pro Tempore, Don Mims, declared the Resolution passed by a vote of 3 ayes to 0 nays, this the 24th day of August, 2009.

DON MIMS, MAYOR PRO TEMPORE

BID INVITATION

DATE: August 24, 2009

FROM: City of Natchitoches
Purchasing Department
1400 Sabine Street
Natchitoches, LA 71457

BID NO. 0487

BID TITLE: **Boiler #10 Re-Tubing and Repair.**

SEALED BID PROPOSALS WILL BE RECEIVED UNTIL 10:00 AM,

September 28, 2009

AT THE OFFICE OF EDD LEE, DIRECTOR OF PURCHASING, 1400 SABINE STREET, NATCHITOCHES, LA 71457

FOR ADDITIONAL INFORMATION CONTACT THE FOLLOWING:

Edd Lee
DIRECTOR OF PURCHASING
(318) 357-3824

The meeting continued with bids as follows:

The Following Ordinance was Introduced by Ms. Morrow and Seconded by Mr. Nielsen, as follows, to-wit:

ORDINANCE NO. 047 OF 2009

ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES TO AWARD THE BID FOR THE PURCHASE OF A THIRTY-SEVEN FOOT (37′) HYDRAULIC ARTICULATING AERIAL DEVICE/BUCKET TRUCK

(BID NO. 0483)

WHEREAS, after due advertisement in the *Natchitoches Times* on July 17, July 21 and July 28, 2009, two bid proposals were received and opened on August 10, 2009 and in accordance with law, as follows:

(1) Global Rental Company
Birmingham, Alabama.....$94,478.00

(2) Hixson-Hopkins Autoplex
Alexandria, Louisiana.....$96,917.00

WHEREAS, on August 14, 2009 the appointed committee members, Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly Director of Utilities; Councilman Jack McCain reviewed the bids received and were unanimous in its decision to award the bid to the lowest bidder, **Global Rental Company**, Birmingham, Alabama, in the sum of $94,478.00.

NOW, THEREFORE, BE IT ORDAINED that the Honorable Wayne McCullen, Mayor, or his designee, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of the bid for the 37′ Hydraulic Articulating Aerial Device.

The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Morrow, Nielsen, Payne
NAYS:	None
ABSENT:	McCain
ABSTAIN:	Mims

THEREUPON, the Mayor declared the Ordinance **PASSED** this 24th day of August, 2009 by a vote of 3 ayes to 0 nays.

MAYOR PRO TEMPORE

Delivered to the Mayor on this the 25th day of August, 2009 at 10:00 A.M.

CITY OF NATCHITOCHES

Oldest Settlement in the Louisiana Purchase

OFFICE OF PURCHASING

Wayne McCullen
Mayor

Don Mims, Jr.
Councilman At Large

Jack McCain, Jr.
Councilman
District 1

Dale Nielsen
Councilman
District 2

Sylvia Morrow
Councilwoman
District 3

Larry Payne
Councilman
District 4

August 14, 2009

Mayor Wayne McCullen
City Hall
Natchitoches, LA 71457

Re: Bid number 0483 – 37' Hydraulic Articulating Aerial Device

Dear Mayor McCullen,

The appointed committee of Pat Jones, Edd Lee, Jack McCain and Bryan Wimberly has reviewed the bid proposals for the purchase of a 37' hydraulic articulating aerial device.

The committee was unanimous in its decision to award the bid to the lowest bidder, Global Rental Co. Inc., Birmingham, AL in the amount of $94,478.00. The City also received a bid from Hixson Autoplex, Alexandria, LA in the amount of $96,917.00.

All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

Request ratification of this award at the next meeting of the City Council.

Very truly yours,

Jack McCain
Councilman Dist I

Bryan Wimberly
Director of Utilities

Edd Lee
Director of Purchasing

Pat Jones
Director of Finance

1400 Sabine Street • Natchitoches, Louisiana 71457-0037
Office (318) 357-3870 • Fax (318) 357-3869 • E-mail: elee@ci.natchitoches.la.us

Councilman Payne asked Bryan Wimberly if this is an addition to the fleet and what is the life expectancy? Mr. Wimberly stated that it is not an addition to the fleet but the replacement of a vehicle that is already in fleet at this time. The life expectancy would be about eight to ten years on this unit.

Mr. Mims asked if there was any other discussion, there being none, the Ordinance was declared passed.

Mr. Nielsen made a motion that Bid No. 0484 be opened, being Ordinance No. 048. The motion was then presented for a vote and the vote was recorded as follows:

AYES:	Nielsen, Payne, Morrow
NAYS:	None
ABSENT:	McCullen
ABSTAIN:	Mims

The Mayor Pro Tempore declared the motion be PASSED.

ORDINANCE NO. 048 OF 2009

ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES TO OPEN THE BIDS FOR THE REHABILITATION OF THE GRAND ECORE SEWER LIFT STATION

(BID NO. 0484)

Mr. Edd Lee and Mr. Randal Smoak opened the bids for the Rehabilitation of the Grand Ecore Sewer Lift Station (Bid No. 0484). Mr. Smoak stated that two bids were received and wanted to note the estimate for this project is $95,000. The bids received are as follows:

1)	McInnis Brothers Construction Minden, LA License #4285	$169,600.00
2)	Milko Utilities Shreveport, LA License #9927	$151,556.00

A committee was appointed to evaluate the bids and report back at the next Council meeting consisting of:

Mr. Pat Jones, Director of Finance
Mr. Edd Lee, Director of Purchasing
Mr. Bryan Wimberly, Director of Utilities
Councilman Larry Payne

The following Ordinance was Introduced by Ms. Morrow as follows, to-wit:

ORDINANCE NO. 049 OF 2009

AN ORDINANCE DECLARING CERTAIN BUILDINGS UNSAFE AND RECOMMENDING THAT SAME BE DEMOLISHED OR PUT INTO REPAIR TO COMPLY WITH THE BUILDING CODE, AUTHORIZING NOTICE TO BE SERVED, FIXING HEARING DATE AND APPOINTING CURATOR TO REPRESENT ABSENTEES

WHEREAS, the City Building Inspector and the Director of Planning & Zoning have filed written reports with the City Council declaring that the buildings listed below are in a dangerous and unsanitary condition which makes them unsafe and endangering the public welfare, and recommending that said buildings be demolished or put in repair to comply with the Building Code, to-wit:

1. Ocie L. & Lee H. Johnson
   P.O. Box 422
   Natchitoches, LA 71457-0000

   Lot 3 of Jeansonne's West Natchitoches Subd. (1442 Hill Ave.)

2. Foster Payne Jr., et al
   c/o Conchita M. LaCour
   5300 Fairview Blvd. # 14
   Los Angeles, CA 90056

   Lot 1 Block 4 of Breda Add. #2, Less S 30 Ft. to City (1400 Stella St.)

3. George T. Williams, et al
   157 Edenborn St.
   Campti, LA 71411-0000

   Lots 17 & 18 Block 2 of Bailey Heights (1304 Berry Ave.)

4. Frances T. Hall
   c/o Gloria Grice
   1111 Tiny Tree Drive
   Missouri City, TX 77489-0000

   Lots 19 & 20 Block 1 of Lot 1 of Breda Property (1404 Northern St.)

5. Jerry L. Clayton
   135 Three League Rd.
   Natchitoches, LA 71457

   Lot 12 Block A of Lieber Subd. #7 (1501 Gold St.)

6. Chadd Hooper
   4323 Windrift Dr.
   Houston, TX 77066

   Lot 8 Block 11 of Bailey Heights Annex, Less 30 Foot Strip off E Side Along Bayou Jaco (916 Pavie St.)

Mr. Mims asked if anyone would like to discuss any of the properties that have been listed?

Mr. Ed Ward stated that Brenda Hooper inherited the property at 916 Pavie Street, formerly owned by her grandmother that she is now in charge of. Chadd Hooper, her son, requested that Mr. Ward attend the council meeting on his behalf and request a 60-day extension. Ms. Brenda Hooper has a broken leg and cannot travel. Ms. Hooper is interested in rehabilitation so that she can come into compliance with the Building Codes.

Ms. Morrow stated that Brenda Hooper did contact her as well as sent a letter. Ms. Morrow stated that she has communicated with Mrs. Fowler and agreed to give 60-days to allow her time to resolve matters.

Mr. Mims inquired if the City has an automatic 60-day wait or do we need to vote on it as a council to extend another 30 days?

Mrs. Fowler replied that 30 days from tonight is the lay-over period. It will be another 30 days before the City can take any action.

Mr. Payne inquired about the grass being waist-high? Mrs. Fowler replied that all of the properties are in bad shape. Mr. Payne said the 30-days is good but need to insist that the grass is cut in a reasonable amount of time.

Mr. Jerry Clayton stated that he uses the grass as a security blanket to prevent break-ins. But recently has cut the grass and will do more in the next 30 days and the house is stable.

Mrs. Fowler acknowledges his plan is to rehabilitate the house and will issue the appropriate permit but would like to make sure that we get it on record and move forward from there.

George Williams, 1304 Berry Street, then addressed the council stating that he is in the final stages of selling the property and the buyer is aware that the City has sent a letter and he is just waiting until the secretary sent all the paperwork out and he also stated that he will cut the grass.

Mr. Mims stated that it will take about 60 days before any action will be taken so hopefully within that time the process will be taken care of.

Mr. Payne stated that if the grass is cut within the next two weeks, it would be acceptable but the grass is knee-high right now. Mr. Nielsen said that it is the rodents, rats, snakes that infest the entire neighborhood and that is not an acceptable reason to let your grass grow. Mr. Williams stated that he has boarded his property but keeps getting torn down.

Mrs. Fowler stated that there are provisions for boarding up specifications where you can actually use a certain thickness of ply board and use certain screws for fastening it and make things more secure and would like that process to begin

Mr. Payne requested that Mrs. Fowler provide this information to Mr. Williams and Mr. Clayton so that they will know the specification for boarding a property up. Mrs. Fowler agreed.

Ms. Morrow addressed the property at the corner of Behan and Bossier and asked Mrs. Fowler to pass by the property and call the owner.

The following Ordinance was Introduced by Mr. Nielsen as follows:

ORDINANCE NO. 050 OF 2009

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH VICTOR JONES, SHERIFF OF NATCHITOCHES PARISH, WHEREBY THE CITY OF NATCHITOCHES AND THE SHERIFF OF NATCHITOCHES PARISH WILL COOPERATE IN A TRUANCY PROGRAM WITH THE CITY OF NATCHITOCHES CONTRIBUTING TWENTY-FIVE THOUSAND DOLLARS FOR THE FISCAL YEAR IN EXCHANGE FOR THE BENEFIT TO THE CITIZENS OF THE CITY OF NATCHITOCHES

Mr. Mims stated that this Ordinance is a program with the School Board that has been ongoing. It was a K-5 program to try to deter truancy. When a student reaches five days of consecutive absences from school, the school initiates an action by calling the sheriff's department or an agency. A representative will go out to the house and find out what the problem is and to try to get these students back in the school program and try to correct whatever it might be. This program was funded by LSU for years but LSU lost its funding and the program was going to go defunct. So the School Board, Sheriff Department and the Mayor met and decided to try to keep this positive program active. Sheriff Jones is going to enforce the program and the Sheriff Department, School Board and City are going to put together the money to keep it alive.

Mrs. Morrow commended Sheriff Jones for efforts in investing in education and to work on this truancy problem and also commended Mayor McCullen and City Council moving forward to helping our children.

Mr. Mims then stated that the next items on the agenda are ordinances for final voting.

The following Ordinance was introduced by Mr. Payne and seconded by Ms. Morrow as follows, to-wit:

ORDINANCE NO. 046 OF 2009

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, WAYNE MCCULLEN, TO ENTER INTO AN AGREEMENT FOR THE PURCHASE AND SALE OF Nox EMISSION ALLOWANCES WITH VICTORIA WLE, LP, AND APPROVING OF THE TERMS AND CONDITIONS OF SAME ALL AFTER DUE COMPLIANCE WITH THE LAW AND FURTHER PROVIDING FOR ADVERTISING AND FOR AN EFFECTIVE DATE

WHEREAS, the City of Natchitoches, Louisiana, (sometimes hereinafter City) is a political subdivision of the State of Louisiana being a Home Rule Charter municipality created pursuant to the Constitution and Revised Statutes of the State of Louisiana; and

WHEREAS FURTHER, provisions of the Clean Air Act require the City to purchase and maintain a reserve of Nitrous Oxide (NOx) emission allowances in order to run City generators; and

WHEREAS FURTHER, the City retained an air emissions consultant, Providence Engineering, to assist the City with compliance with the Clean Air Act, and Providence Engineering has identified Victoria WLE, LP, who is willing to enter into an agreement to sale Nox Emission Allowances; and

WHEREAS FURTHER, Providence Engineering has recommended that the City enter into the attached Agreement for the Purchase and Sale of NOx Emission Allowances with Victoria WLE, LP; and

WHEREAS FURTHER, after report of the Director of Utilities, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to enter into the Agreement for the Purchase and Sale of NOx Emission Allowances with Victoria WLE, LP, and desires to authorize Mayor Wayne McCullen to execute the Agreement for the Purchase and Sale of NOx Emission Allowances with Victoria WLE, LP, and all attachments thereto and any other document that may be required to complete the transaction; and

NOW THEREFORE BE IT ORDAINED by the City Council in regular session convened as follows:

I. That the recommendations of Providence Engineering are accepted, and the City Council of the City of Natchitoches does approve of the Agreement for the Purchase and Sale of NOx Emission Allowances with Victoria WLE, LP.

II. That the Honorable Mayor, Wayne McCullen, be and he is hereby authorized and empowered to execute the Agreement for the Purchase and Sale of NOx Emission Allowances with Victoria WLE, LP, and all attachments thereto and any other document that may be required to complete the transaction on behalf of the **CITY**, all in accordance with the general terms and conditions set forth in this Ordinance. The said Mayor is hereby given full and complete authority to incorporate in said instrument such terms, conditions, and agreements as may be necessary to protect the interest of the **CITY** in substantial compliance with the general terms and conditions set forth in this Ordinance.

III. That if any part of this Ordinance is for any reason held to be unconstitutional or invalid, by a Court of competent Jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and the invalidity shall be limited to that specific portion so declared to be invalid.

IV. That this Ordinance shall go into effect immediately after publication according to law.

V. That all Ordinances in conflict herewith are hereby repealed.

VI. That this Ordinance be advertised in accordance with law.

VII. That this Ordinance be declared **INTRODUCED** at a Regular Meeting of the City Council on this the 10th day of August, 2009, and that a public hearing be called for at the next regular meeting of the City Council on the 24th day of August, 2009.

The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	**Payne, Morrow, Nielsen**
NAYS:	**None**
ABSENT:	**McCain**
ABSTAIN:	**Mims**

Thereupon, the Mayor declared the Ordinance passed by a vote of 3 ayes to 0 nays, on this the 24th day of August, 2009.

DON MIMS, MAYOR PRO TEMPORE

AGREEMENT FOR THE PURCHASE AND SALE OF NOx EMISSION ALLOWANCES

This **Agreement for the Purchase and Sale of NOx Emission Allowances** (this "**Agreement**") is made and entered into as of this **23rd** day of **July, 2009**, by and between **Victoria WLE, LP ("Seller")** and **City of Natchitoches, Louisiana ("Buyer")**. Each of Seller and Buyer may be referred to hereinafter individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Annual NOx Trading Program (as herein defined) provides for a program under which parties may buy and sell Allowances (as herein defined); and

WHEREAS, Seller wishes to sell certain Allowances and Buyer wishes to purchase such Allowances pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, Seller and Buyer agree to the terms and conditions herein which shall supersede any previous terms and conditions the Parties may have documented with respect to the details of the transaction set forth herein.

ARTICLE I: DEFINITIONS

In addition to other terms defined herein and in Exhibit A, the following terms shall have the meanings ascribed to them as set forth below:

1.1 "**Administrator**" the EPA administrator of the Allowance Tracking System or its duly authorized representative.

1.2 "**Allowance**" means an authorization from any state that is a participant in, signatory to or subject to the Annual NOx Trading Program, as it may be amended from time to time, to emit one (1) ton of NOx during a specified control period of a year or any year thereafter.

1.3 "**Allowance Tracking System**" means the system established by the EPA for recording the transfer of Allowances among various entities or persons under the Clean Air Act as set forth in 40 C.F.R. Part 96, as amended, or any successor regulation thereto, including the Clean Air Markets Division Business System ("**CAMD**"), including its regulations and procedures, established by the EPA for the recording of the transfer of Allowances interactively within the CAMD website application currently located at https://cfint.rtpnc.epa.gov/camd/cbs/index.cfm.

1.4 "**Annual NOx Trading Program**" means the NOx Budget Trading Program, implementing the Clean Air Interstate Rule ("CAIR"), set forth in 40 C.F.R. Part 96,

subpart AA *et. seq.* (as may be amended from time to time), under which a general program is established for state implementation directed at the mitigation of interstate transport of ozone and nitrogen oxides.

1.5 "**ATF**" means the Allowance Transfer Form (OMB No. 2060-0258 or its successor) required by the EPA to record a transfer of an Allowance under the EPA's Allowance Tracking System.

1.6 "**Business Day**" means any day that the Federal Reserve member banks in New York City are open for business. A Business Day shall begin at 8:00 a.m. and end at 5:00 p.m. Eastern Prevailing Time ("**EPT**").

1.7 "**Clean Air Act**" means Title IV of the Clean Air Act Amendments of 1990 (effective November 15, 1990) any amendments thereto and any regulations promulgated thereunder, which are the basis for the federal air pollution control program for nitrogen oxide emissions.

1.8 "**Confidential Information**" means all oral and written information exchanged between the Parties with respect to this Agreement including the payments to be made and the Contract Allowances to be exchanged hereunder. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by either Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to either Party on a non-confidential basis from a source other than the other Party if such source was not subject to any prohibition against disclosing the information to such Party; and (d) any information posted to or provided to the Administrator (including but not limited to the ATF) in relation to the transfer of Contract Allowances between the Parties hereunder and the posting and recording of such transfer of the Contract Allowances on or within the Allowance Tracking System by the Administrator.

1.9 "**Contract Allowances**" shall have the meaning set forth in Section 2.1 hereof.

1.10 "**Contract Price**" means the amount determined by multiplying the Unit Price times the total number of Contract Allowances to be purchased and sold hereunder, as specified in Exhibit A.

1.11 "**Defaulting Party**" shall have the meaning set forth in Section 5.1 hereof.

1.12 "**Deliver**" or "**Delivery**" shall have the meaning set forth in Section 2.2.

1.13 "**Disclosing Party**" shall have the meaning set forth in Section 6.2 hereof.

1.14 "**Early Termination Date**" shall have the meaning set forth in Section 5.2 hereof.

1.15 "**EPA**" means the United States Environmental Protection Agency or any successor agency with similar jurisdiction.

1.16 "**Event of Default**" shall have the meaning set forth in Section 5.1 hereof.

1.17 **"Imaged Agreement"** shall have the meaning set forth in Section 9.14 hereof.

1.18 "**Interest Rate**" means a rate equal to two percent (2%) over the per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates"; provided, however, such rate shall never exceed the maximum lawful rate permitted by applicable law.

1.19 "**Letter of Credit**" means one or more irrevocable, non-transferable standby letters of credit from a major U.S. commercial bank or a U.S. branch office of a major commercial foreign bank, with a credit rating of at least "A-" by S&P or "A3" by Moody's and having at least $10,000,000,000 in total assets and surplus capital of at least $1,000,000,000. The form of the letter of credit and its issuer shall be reasonably acceptable to the Party in whose favor the Letter of Credit is issued. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit.

1.20 "**Non Defaulting Party**" shall have the meaning set forth in Section 5.2 hereof.

1.21 "**NOx**" means oxides of nitrogen as regulated according to the applicable regulations promulgated by the EPA and/or state(s).

1.22 "**Performance Assurance**" means collateral in the form of cash or Letter(s) of Credit, or other security reasonably acceptable to the requesting Party.

1.23 "**Unit Price**" means the price per Contract Allowance as set forth in Exhibit A.

1.24 "**Vintage**" or "**Vintage Year**" means the first calendar year during which an Allowance may be used.

ARTICLE II: PURCHASE AND SALE OF ALLOWANCES

2.1. Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller agrees to sell and Deliver to Buyer, and Buyer agrees to purchase, and accept Delivery from Seller, Allowances in the type, quantity, Vintage Year and at the Unit Price, all as set forth in Exhibit A attached hereto and incorporated herein by reference ("**Contract Allowances**").

2.2 Delivery. Within three (3) Business Days after the execution of this Agreement, Seller shall either electronically or otherwise, to Buyer (or directly to the EPA if an appropriate authorization account representative signature is on file with the EPA), a partially executed ATF, which transfers the Contract Allowances from Seller's account in the Allowance Tracking System to Buyer's account. Immediately upon

receipt of such ATF, Buyer shall sign and submit the ATF via the Clean Air Markets Division Business System ("CAMD")/EPA On-Line Allowance Transfer System ("OATS") or any other applicable emissions transfer program or via overnight courier to the Administrator for recordation.

"Delivery" shall be deemed to occur when the transfer of the Contract Allowances into Buyer's account is posted and recorded by the Administrator in the Allowance Tracking System.

2.3 Title. Title to and risk of loss to the Contract Allowances shall pass from Seller to Buyer upon Delivery of the Contract Allowances.

2.4 Payment.

(a) Buyer shall pay the total Contract Price to Seller within three (3) Business Days after the earlier of (1) receipt by Buyer from the Administrator of written or electronic notification of Delivery of the Contract Allowances into Buyer's account and (2) receipt by Buyer of Seller's invoice for the Contract Price; provided, however, if receipt of Seller's invoice pre-dates the receipt by Buyer of the confirmation contemplated in sub-clause (1) hereof, Buyer shall not be obligated to remit payment to Seller until Buyer's receipt of such confirmation.

(b) All amounts to be paid pursuant to this Agreement shall be tendered in immediately available United States dollars and sent by electronic funds transfer or Automated Clearinghouse Credit ("ACH") or by other means agreed to by Seller and Buyer. All amounts paid to Seller shall be remitted to the following account:

Bank:	Compass Bank
ABA No.:	113 010 547
Account No.:	0035260048
Account Name:	ReNu Power Holdings, LLC
FFC:	
Ref:	Victoria NOx Sales

2.5 Disputes. If either Party in good faith disputes the correctness of any invoice, computation, or amount to be paid pursuant to this Agreement, such Party shall provide the other Party with written notice of such dispute, but shall nonetheless pay the full amount when due. The Parties shall work together to resolve the dispute as soon as practicable. Upon resolution of such dispute, any underpayment or overpayment shall be remitted to the Party to whom it is owed within three (3) Business Days from the date such dispute is resolved together with interest at the Interest Rate.

2.6 Interest. All overdue payments shall bear interest at the Interest Rate from (and including) the due date, to (but excluding) the date paid.

2.7 Taxes. Each Party shall be responsible for any taxes or other fees associated with its respective purchase or sale of the Contract Allowances hereunder.

2.8 Recordation by EPA. Upon notification by the EPA that any transfer contemplated by this Agreement will not be recorded, the Parties shall promptly confer and shall cooperate in taking all reasonable actions necessary to cure any defects in the proposed transfer, so that the transfer can be recorded.

ARTICLE III: REPRESENTATIONS AND WARRANTIES

3.1 Mutual Representations and Warranties. On the date of this Agreement and on the date of Delivery, each Party represents to the other Party that:

(a) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, is in good standing thereunder;
(b) such Party has the corporate power and authority to execute, deliver and perform its obligations under this Agreement and the execution, delivery and performance of this Agreement has been duly authorized by such Party, that the person who executes this Agreement on behalf of such Party has full and complete authority to do so, and that such Party will be bound hereby;
(c) there is no pending (or to its knowledge) threatened litigation, arbitration or administrative proceeding against it or its affiliates that will materially adversely affect such Party's ability to perform this Agreement;
(d) such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, or any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting any of its assets;
(e) this Agreement constitutes a legal, valid and binding obligation of such Party, except as the enforceability of this Agreement may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors rights generally and by general principles of equity; and
(f) it has entered into this Agreement as principal and for its own account (and not as advisor, agent, broker or in any other capacity, fiduciary or otherwise), with a full understanding of, and the ability to assume, the material terms and risks of the same, and has made its trading and investment decisions (including regarding the suitability thereof) based upon its own judgment and any advice from such advisors as it has deemed necessary and not in reliance upon any view, advice, reports, analyses, or representations of the other Party other than those expressly set forth in this Agreement or any written guarantee of the obligations of such other Party, this Agreement is entered into on an arm's-length basis, and neither Party has given to it any assurance or guarantee as to the expected financial performance or result of this Agreement.

3.2 Warranty of Good Title. Seller hereby warrants that it shall convey good and marketable title to the Contract Allowances to Buyer free from all liens, claims, security interests and defects of title. Seller represents and warrants to Buyer (i) that each Contract Allowance transferred pursuant to this Agreement is, or will be at the time of transfer, validly issued in accordance with the Clean Air Act and, as applicable, the applicable state laws and regulations promulgated for adoption of the Annual NOx Trading Program, and (ii) that Seller obtained and possessed, or will have obtained and possessed, at the time of transfer, title to and ownership of each Contract Allowance lawfully. SELLER EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO REPRESENTATION OR WARRANTY HEREUNDER REGARDING ANY ACTION OR FAILURE TO ACT, OR APPROVAL OR FAILURE TO APPROVE, OF THE EPA OR ANY OTHER AGENCY OR GOVERNMENTAL ENTITY.

3.3 This Article III shall survive the expiration or termination of this Agreement.

ARTICLE IV: LIMITATION OF LIABILITY

4.1 FOR BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE HEREBY WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER AND ALL OTHER DAMAGES AND REMEDIES ARE HEREBY WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, IN TORT, IN CONTRACT OR OTHERWISE.

4.2 This Article IV shall survive the expiration or termination of this Agreement.

ARTICLE V: EVENTS OF DEFAULT; REMEDIES

5.1 Event of Default. "**Event of Default**" shall mean, with respect to a Party (the "**Defaulting Party**"), the occurrence of any one or more of the following:

(a) the failure by a Party to make, when due, any payment required under this Agreement if such failure is not remedied within three (3) Business Days after

written notice of such failure is given to such Party by the other Party, provided that the payment is not the subject of a good faith dispute as provided in Section 2.5 hereof;

(b) any representation or warranty made by a Party in this Agreement shall be false or misleading in any material respect when made or when deemed made or repeated;

(c) the failure by a Party to perform any covenant or agreement set forth in this Agreement (other than its obligations to make payment or obligations which are otherwise specifically covered in this Section 5.1 as a separate Event of Default), and such failure is not cured within three (3) Business Days after written notice thereof to such Party by the other Party;

(d) a Party shall:

i. make an assignment or any general arrangement for the benefit of its creditors,

ii. file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of its creditors, or have such petition filed against it,

iii. otherwise become bankrupt or insolvent (however evidenced), or

iv. be unable to pay its debts as they fall due;

(e) the failure of a Party to provide Performance Assurance as provided for in Section 7.1 hereof;

(f) the failure of a Party's guarantor, if any, to perform any covenant set forth in any guaranty that has been provided to support the obligations of a Party hereunder, or such guaranty shall be cancelled or terminated or cease to guarantee the obligations of such Party hereunder (except by its terms) without the consent of the other Party, or such guarantor shall become subject to any of the events specified in Section 5.1(d) above.

5.2 Remedies. If an Event of Default occurs with respect to the Defaulting Party at any time during the term of this Agreement, then the other Party (the "**Non Defaulting Party**") shall have the right in its sole discretion to (a) upon at least one (1) Business Day's written notice to the Defaulting Party, but no more than twenty (20) calendar days after such notice is effective, designate in such written notice a date for the termination of the Parties' obligations under this Agreement (the "**Early Termination Date**"); and/or (b) withhold any payments or performance due hereunder.

5.3 Termination by Seller. If Buyer is the Defaulting Party and Seller elects to terminate this Agreement, then Buyer shall be obligated to pay Seller within three (3) Business Days of written request therefore a termination payment equal to the sum of (a) the Contract Price for any Contract Allowances Delivered to Buyer's account for which Seller has not been paid; plus (b) the positive difference, if any, between (i) the Contract Price for all remaining Contract Allowances that have not yet been Delivered to Buyer under this Agreement minus (ii) the market price for equivalent Allowances (with respect to the quantity, Vintage Year and delivery dates) as of the

Early Termination Date, which market price shall be determined based on the average Allowance prices quoted by at least two leading dealers, brokers or any other industry participants active in the emissions market reasonably selected by Seller (it being acknowledged that Seller shall not be required to enter into any replacement transaction(s)); plus (c) any brokerage fees and other costs reasonably incurred by Seller either in terminating any arrangement pursuant to which it has hedged its obligations or in entering into any replacement transaction(s); plus (d) any other amounts owed to Seller by Buyer arising under this Agreement.

5.4 Termination by Buyer. If Seller is the Defaulting Party and Buyer elects to terminate this Agreement, then Seller shall be obligated to pay Buyer within three (3) Business Days of written request therefore a termination payment equal to the sum of (a) the positive difference, if any, between (i) the market price for equivalent Allowances (equivalent with respect to the quantity, Vintage Year and delivery dates of the Contract Allowances not yet Delivered to Buyer), as of the Early Termination Date, which market price shall be determined based on the average Allowance prices quoted by at least two leading dealers, brokers or any other active industry participants in the emissions market reasonably selected by Buyer (it being acknowledged that Buyer shall not be required to enter into any replacement transaction(s)), minus (ii) the Contract Price for all remaining Contract Allowances that have not yet been Delivered to Buyer under this Agreement, plus (b) any brokerage fees, and other costs reasonably incurred by Buyer either in terminating any arrangement pursuant to which it has hedged its obligations or in entering into any replacement transaction(s); plus (c) any other amounts owed by Seller to Buyer arising under this Agreement; minus (d) the Contract Price for any Contract Allowances Delivered to Buyer for which Seller has not been paid.

5.5 Setoff. After calculation of a termination payment pursuant to Section 5.3 or 5.4 above, the Non-Defaulting Party shall have the right, in its sole discretion, to setoff such amount against any amounts it may owe to the Defaulting Party whether under this Agreement or any other agreement, instrument or undertaking between the Defaulting Party and the Non Defaulting Party. The remedy provided for in this Section 5.5 shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

5.6 Reasonable Approximation of Harm. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE VI: CONFIDENTIALITY

6.1 Confidentiality. Except as otherwise provided in this Article VI, neither Party shall publish, disclose, or otherwise divulge Confidential Information to any person, at any time, during or after the term of this Agreement, without the other Party's prior express written consent. Each Party shall permit knowledge of and access to the Confidential Information only to those of its and its corporate affiliates' attorneys, accountants, representatives, agents and employees who have a need to know related to this Agreement or as otherwise permitted by this Agreement.

6.2 Required Disclosure. In the event either Party (the "**Disclosing Party**") is required by any law, statute, ordinance, decision, order or regulation passed, adopted, issued or promulgated, or requested, by a court, any governmental agency or authority having jurisdiction over a Party (or with respect to the Buyer, having jurisdiction over Buyer or any of its affiliates), to disclose any Confidential Information, the Disclosing Party shall provide the other Party with prompt written notice of any such request or requirement, if such notice is, in the opinion of the Disclosing Party's counsel, permitted by law or by any such governmental agency or authority, so that the other Party may seek an appropriate protective order or waive compliance with the provisions of this Article VI. If failing the entry of a protective order or the receipt of a waiver hereunder, the Disclosing Party, in the opinion of its counsel, is compelled to disclose Confidential Information, the Disclosing Party may disclose that portion of the Confidential Information which such counsel advises the Disclosing Party it is compelled to disclose. The Disclosing Party shall take reasonable steps to cause the court or governmental agency or authority to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.

6.3 Disclosure for Audits. Either Party may disclose, without the need for consent from the other Party, Confidential Information to accountants in connection with audits; provided that such Party has used its reasonable efforts to cause such accountants to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.

6.4 Survivability. This Article VI shall survive for one (1) year following the expiration or termination of this Agreement.

ARTICLE VII: PERFORMANCE ASSURANCE

7.1 Performance Assurance. At any time during the term of this Agreement, either Party ("**Party X**") may require the other Party ("**Party Y**") to provide financial information reasonably required to ascertain Party Y's ability to meet its financial obligations under this Agreement, including without limitation the obligation to pay damages in the event Party Y fails to perform its obligations hereunder. If Party X has commercially reasonable grounds to believe that Party's Y's creditworthiness has become unsatisfactory, Party X may provide Party Y with written notice requesting Performance

Assurance from Party Y in an amount determined by Party X in a commercially reasonable manner. Upon receipt of such notice, Party Y shall have three (3) Business Days to provide such Performance Assurance to Party X. Failure by Party Y to provide such Performance Assurance within said time shall be deemed to be an Event of Default hereunder.

ARTICLE VIII: CHANGES IN LAW

8.1 Changes in Law. If, after the Effective Date: (i) any federal or state governmental authority or court with jurisdiction issues an order eliminating or discontinuing certification of the Allowances or the Annual NOx Trading Program, as implemented by a particular state or group of states or as implemented by the EPA; or (ii) there occurs any adverse material change (including promulgation, enactment, repeal and amendment) in the application of CAIR, the Annual NOx Trading Program or any other applicable law relative to Allowances, including any material change by any governmental authority regarding a Party's authority to sell or purchase Allowances ((i) and (ii) each being a "Change in Law") and such Change in Law makes it illegal or impossible to Deliver the Contract Allowances as contemplated hereunder, then promptly after such Change in Law occurs, the Parties shall use commercially reasonable and good faith efforts to reform this Agreement in order to give effect to the original intention of the Parties. If the Parties are unable, following good faith negotiations between the Parties, to reform this Agreement as described herein within ten (10) Business Days following the Change in Law, either Party may, at its sole option, terminate this Agreement without any further liability to the other Party; provided that the Parties shall make any payments due in accordance with obligations already performed hereunder.

ARTICLE IX: MISCELLANEOUS

9.1 Assignment. Neither Party may assign or otherwise transfer this Agreement or its rights, duties and/or obligations hereunder without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld or delayed. Any assignment without the written approval of the non-assigning Party is voidable by the non-assigning Party.

9.2 Indemnification. Notwithstanding the provisions of Article V but without allowing for duplicative recovery, each Party agrees to indemnify, defend and hold harmless the other Party, from and against all claims, losses, injuries, liabilities, damages, judgments, awards, fines, penalties, costs and expenses (excluding attorneys' fees) arising out of any breach of representation or warranty set forth in Article III hereof by said Party. This indemnity shall survive the expiration or termination of this Agreement for a period of one (1) year.

9.3 No Amendment. This Agreement may not be amended, changed, modified or altered unless such amendment, change, modification or alteration is in writing and signed by both of the Parties to this Agreement or their successor in interest.

9.4 Binding Effect. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

9.5 Severability. If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of the Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired.

9.6 Entire Agreement. This Agreement, together with Exhibit A, completely and fully supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

9.7 Notices. All notices, requests or statements shall be sent to the address for such Party specified in Exhibit A. Unless expressly provided otherwise herein, notices shall be in writing and delivered by letter, facsimile, electronically or other documentary form. Notices sent by electronic transmission, facsimile or hand delivery shall be deemed to have been received by the close of the Business Day on which it was transmitted or hand delivered (unless transmitted or hand delivered after close of the Business Day in which case it shall be deemed received at the close of the next Business Day). Notice by overnight mail or courier shall be deemed to have been received one (1) Business Day after it was sent. Notices sent by certified or registered mail shall be deemed received on the date noted as delivered on the receipt. A Party may change its address by providing notice thereof in accordance with this Section 9.7. Notices sent pursuant to Section 2.5 or Articles V, VI, or VII shall not be sent electronically.

9.8 Governing Law, Jurisdiction and Jury Trial Waiver. This Agreement is governed by and construed as one in accordance with the laws of the State of New York without regard to the principles of conflict of laws (except for Section 5-1401 of the New York General Obligations Law). The Parties agree that any transaction entered into pursuant to this Agreement is a "qualified financial contract" within the meaning of the New York General Obligations Law 5-701 (b). Any judicial action arising out of, resulting from or in any way relating to this Agreement shall be brought only in a state or federal court of competent jurisdiction located in the state, county and city of New York, New York. Both Parties hereby waive any right to a trial by jury in any judicial action arising hereunder or related hereto.

9.9 Waiver. No delay or omission by a Party in the exercise of any right under this Agreement shall be taken, construed, or considered as a waiver or relinquishment thereof, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions herein are breached and thereafter waived by a Party, such waiver is limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

9.10 Counterparts. This Agreement may be executed in multiple counterparts, including by facsimile, each of which shall be deemed to be an original and all of which constitute one and the same instrument.

9.11 Headings. The article and section titles in this Agreement are only for purposes of convenience and do not form a part of this Agreement and will not be taken to qualify, explain or affect any provision thereof.

9.12 Forward Contract. The Parties agree that this Agreement constitutes a "forward contract" and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

9.13 Mutual Negotiation. This Agreement was negotiated and prepared by both Parties with advice of counsel to the extent deemed necessary by each Party. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be used in interpretation of this Agreement.

9.14 Imaged Agreement. Any original executed copy of this Agreement or other related document may be photocopied and stored on computer tapes and disks **("Imaged Agreement")**. If an Imaged Agreement is introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, it shall be considered as admissible evidence. Neither Party shall object to the admissibility of the Imaged Agreement on the basis that such was not originated or maintained in documentary form under the hearsay rule, the best evidence rule or other rule of evidence.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date first set forth above.

Victoria WLE, LP **a Texas Limited Partnership** **By: NuCoastal Power Group GP, LLC,** **a Texas Limited Liability Company, its sole general partner**	**City of Natchitoches**
_____	_____
By: _____	By: _____
Its: _____	Its: Mayor Pro Tempore

EXHIBIT A

Buyer Name:	**Providence Engineering and Environmental Group.**
Seller Name:	**Victoria WLE, LP**
Vintage Year(s):	**2010**
Quantity/Contract Allowances:	**10 Allowances**
Unit Price:	**$900 per Allowance**

Seller's address for notices:

1415 Louisiana Street, Suite 3500
Attn: Mona Johnson
Houston, TX 77002
PH: 713-358-9736
Fax: 713-751-0392
Email: mjohnson@camstex.com

Buyer's address for notices:

700 Second Street
P. O. Box 37
Natchitoches, LA 71457
Attn: Mayor Wayne McCullen
Phone: (318) 352-2772
Fax: (318) 357-3829
Email: mayorwmccullen@ci.natchitoches.la.us

Mr. Mims stated that there was inadvertently that was left off that was introduced. Ordinance No. 42 with regard to the annexation of a piece of property on Highway #6 for a restaurant. Could I have a motion from the council to add Ordinance No. 42 to the Agenda?

Ms. Morrow stated that she did visit the property and the building was moved back from the road. She said that she personally sees no problem. It is right across from the bank that is already annexed.

Mrs. Fowler stated that this was presented directly to the Council and it is for commercial use for a restaurant and the zoning of B-3 is already in place. The Parish already zoned it before the application was made.

Ms. Morrow asked if a fence was going to be put around the building? Mrs. Fowler stated that they are bordering another commercial property. She asked if the property owners were present?

Dr. John Harris then stated that there are currently no plans to put a fence up and that there is currently a fence on one side that separates the property from Nicky's Restaurant.

Ms. Morrow then inquired as to how many parking spaces will there be in the front?

Dr. Harris replied that arrangements have been made for 23 parking places.

Mr. Nielsen then moved to have Ordinance No. 42 to the Agenda and Seconded by Mr. Payne. The vote was recorded as follows:

AYES:	**Nielsen, Payne, Morrow**
NAYS:	**None**
ABSENT:	**McCain**
ABSTAIN:	**Mims**

Thereupon, the Mayor declared the Motion to add Ordinance No. 042 passed by a vote of 3 ayes to 0 nays.

The following Ordinance was introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to-wit:

ORDINANCE NO. 042 OF 2009

AN ORDINANCE EXTENDING THE CITY LIMITS OF THE CITY OF NATCHITOCHES ANNEXING A 0.55 ACRE TRACT SITUATED IN SECTION 81, TOWNSHIP 9 NORTH, RANGE 7 WEST, NATCHITOCHES PARISH, LOUISIANA, SAID TRACT LYING ADJACENT TO AND NORTH OF LOUISIANA HIGHWAY 6, AND ADJACENT TO THE EXISTING MUNICIPAL LIMITS OF THE CITY OF NATCHITOCHES, AND FURTHER PROVIDING FOR THE FIXING OF A PUBLIC HEARING, ADVERTISEMENT, FIXING COUNCIL DISTRICT FOR SAME, FIXING ZONING CLASSIFICATION AND PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE.

WHEREAS, a petition has been filed in accordance with Revised Statutes 33:172, et. seq., by **John P. Harris and Kimberly O. Harris**, requesting that the boundaries of the City of Natchitoches be enlarged so as to include the following described property, to-wit:

A 0.55 acre tract situated in a portion of Lots 10 and 11 of Cooke, Watson and Breazeale Subdivision, Section 81, Township 9 North, Range 7 West, Natchitoches Parish, Northwestern Land District of Louisiana, bearing municipal address of 4116 University Parkway, Natchitoches, Louisiana, being shown and depicted as Tract "B" on a certificate of Survey by John Bradford dated September 13, 2004 and recorded at Map Slide 523-B and being more particularly described thereon as follows:

Beginning at a ½" iron rod on the Northern right of way line of Louisiana Highway No. 6, as shown as Point "N" on a survey by A. J. Brouillette for L. J. Plaisance, dated September 29, 1965, and being recorded in Map Book 1, page 394 (Map Slide 122A) in the Natchitoches Parish Clerk of Court's office; thence go North 63 degrees 04 minutes 50 seconds East along the Northern right of way line of Louisiana Highway No. 6 a distance of 173.04 feet to a ½" iron rod, being the Point of Beginning; thence go North 03 degrees 19 minutes 10 seconds West a distance of 89.51 feet to a ½" iron rod; thence go North 09 degrees 23 minutes 50 seconds West a distance of 64.84 feet to a ½" iron rod; thence go North 15 degrees 21 minutes 40 seconds West a distance of 85.75 feet to a ½" iron rod; thence go North 67 degrees 33 minutes 00 seconds East a distance of 93.94 feet to a 1/2"iron rod; thence go South 17 degrees 38 minutes 10 seconds East a distance of 223.47 feet to a ½" iron rod on the Northern right of way line of Louisiana Highway No. 6; thence go South 63 degrees 04 minutes 50 seconds West along said right of way a distance of 130.13 feet to the Point of Beginning of a 0.55 acre tract, as shown on a Certificate of Survey by N & A, Inc., John A. Bradford, PLS, dated September 13, 2004.

WHEREAS, the petitioners, are all of the property owners and there are no registered voters or resident property owners, and represent 100% in value of the property of the property owners within the area described above as is reflected in the attached certificate from the Assessor's Office of the Parish of Natchitoches, Louisiana and certificate from the Office of the Registrar of Voters of the Parish of Natchitoches, Louisiana, which are filed with the petition for annexation;

WHEREAS FURTHER, attached to the petition is a certificate from the Tax Assessors's Office of the Parish of Natchitoches, Louisiana, certifying that the requirements of Louisiana R.S. 33:172 have been complied with, said certificate being dated August 17, 2009.

WHEREAS FURTHER, the matter was considered by the City Council for the City of Natchitoches, Louisiana, and a public hearing was called for on the 13th day of July, 2009, at which time the public was allowed to express opinions concerning this annexation;

WHEREAS FURTHER, the notice of filing of the petition has been published in *The Natchitoches Times*, legal journal of the City of Natchitoches, Louisiana, on July 17, 24 and 31, 2009;

WHEREAS FURTHER, an opportunity has been given to all interested person in accordance with Louisiana R. S. 33:172, et. seq., on the 24th day of August, 2009;

WHEREAS FURTHER, the property is contiguous to the City of Natchitoches, Louisiana, located on the western side of the corporate limits of the City of Natchitoches, Louisiana;

NOW THEREFORE, be it ordained by the City Council of the City of Natchitoches, in legal session assembled as follows:

Section 1. The boundaries of the City of Natchitoches are hereby enlarged so as to include the following described property, to-wit:

> A 0.55 acre tract situated in a portion of Lots 10 and 11 of Cooke, Watson and Breazeale Subdivision, Section 81, Township 9 North, Range 7 West, Natchitoches Parish, Northwestern Land District of Louisiana, bearing municipal address of 4116 University Parkway, Natchitoches, Louisiana, being shown and depicted as Tract "B" on a certificate of Survey by John Bradford dated September 13, 2004 and recorded at Map Slide 523-B and being more particularly described thereon as follows:

Beginning at a ½" iron rod on the Northern right of way line of Louisiana Highway No. 6, as shown as Point "N" on a survey by A. J. Brouillette for L. J. Plaisance, dated September 29, 1965, and being recorded in Map Book 1, page 394 (Map Slide 122A) in the Natchitoches Parish Clerk of Court's office; thence go North 63 degrees 04 minutes 50 seconds East along the Northern right of way line of Louisiana Highway No. 6 a distance of 173.04 feet to a ½" iron rod, being the Point of Beginning; thence go North 03 degrees 19 minutes 10 seconds West a distance of 89.51 feet to a ½" iron rod; thence go North 09 degrees 23 minutes 50 seconds West a distance of 64.84 feet to a ½" iron rod; thence go North 15 degrees 21 minutes 40 seconds West a distance of 85.75 feet to a ½" iron rod; thence go North 67 degrees 33 minutes 00 seconds East a distance of 93.94 feet to a 1/2"iron rod; thence go South 17 degrees 38 minutes 10 seconds East a distance of 223.47 feet to a ½" iron rod on the Northern right of way line of Louisiana Highway No. 6; thence go South 63 degrees 04 minutes 50 seconds West along said right of way a distance of 130.13 feet to the Point of Beginning of a 0.55 acre tract, as shown on a Certificate of Survey by N & A, Inc., John A. Bradford, PLS, dated September 13, 2004.

Section 2. Be it further ordained that the City of Natchitoches takes cognizance of the fact that this Ordinance was introduced at a regular session of the City Council on the 13th day of July 2009, after receiving the petition signed by both of the property owners and a verifying that there are no registered voters, and that a public hearing was held on the 24th day of August, 2009;

Section 3. Be it further ordained that the above and foregoing property be and is hereby annexed to the City of Natchitoches, declared to be included in Council District No. 3, all in accordance with Section 2.03B of the Home Rule Charter of the City of Natchitoches, Louisiana.

Section 4. Be it further ordained by the City Council that the above described property be, and it is hereby annexed into the corporate limits of the City of Natchitoches, with a zoning classification of B-3.

Section 5. Be it further ordained by the City Council that this Ordinance shall go into effect thirty (30) days after the publication of this Ordinance in accordance with Louisiana Revised Statute 33:173.

This Ordinance was introduced on July 13, 2009, was duly advertised with law, and a public hearing had on same on the 24th day of August, 2009, after advertisement.

This Ordinance having been submitted to a roll call vote, the vote thereupon was as follows, to-wit:

AYES:	**Nielsen, Payne, Morrow**
NAYS:	**None**
ABSENT:	**McCain**
ABSTAIN:	**Mims**

THEREUPON, the Mayor Pro Tempore declared the Ordinance passed by a vote of three ayes to zero nays, on this the 24th day of August, 2009.

DON MIMS, Mayor Pro Tempore

The financial report was then presented by Mr. Pat Jones, a copy of which is attached. Mr. Jones stated that the auditors are auditing the 08/09 fiscal year and looking over reports and will start going over the books the end of the week.

CITY OF NATCHITOCHES
GENERAL FUND BUDGET REPORT
AS OF JULY 31, 2009

		CURRENT MONTH			YEAR TO DATE			
	TOTAL BUDGET 09/10 FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM-BRANCES	UNREALIZED AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	12,889,201	1,074,100	894,605	(179,494.86)	1,638,835		11,250,366	12.71%
EXPENDITURES								
DEPARTMENT:								
CITY HALL / FINANCE	516,744	43,062	53,247	(10,185.32)	70,685	16	446,043	13.68%
COMMUNITY DEVELOPMENT	525,612	43,801	48,040	(4,238.57)	66,781	335	458,496	12.77%
PLANNING & ZONING	175,606	14,634	17,241	(2,607.22)	23,201		152,405	13.21%
FIRE DEPARTMENT	2,404,358	200,363	253,405	(53,042.30)	331,060	2,176	2,071,122	13.86%
POLICE DEPARTMENT	3,860,834	321,736	385,911	(64,174.39)	510,802	7,807	3,342,226	13.43%
ANIMAL SHELTER	131,382	10,949	12,572	(1,623.97)	15,864		115,518	12.07%
PURCHASING	328,683	27,390	32,166	(4,775.93)	36,394	367	291,922	11.18%
CITY GARAGE	203,372	16,948	13,897	3,050.95	15,726	667	186,979	8.06%
RECREATION *2	886,447	73,871	131,295	(57,424.69)	171,721	8,466	706,260	20.33%
PUBLIC WORKS	1,454,994	121,250	146,439	(25,189.30)	192,072	1,575	1,261,347	13.31%
INDIRECT EXPENSE	2,191,385	182,615	401,136	(218,520.99)	508,076		1,683,309	23.19%
PROGRAMMING & PROMOTIONS	209,784	17,482	19,931	(2,448.86)	25,180	46	184,558	12.02%
TOTAL GENERAL FUND	12,889,201	1,074,100	1,515,281	(441,180.60)	1,967,562	21,455	10,900,184	15.43%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED	17%
% BUDGET EXPENDED	15%

CITY OF NATCHITOCHES
UTILITY (PROPRIETARY) FUND BUDGET REPORT
AS OF JULY 31, 2009

	CURRENT MONTH				YEAR TO DATE			
	TOTAL BUDGET 09/10 FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM-BRANCES	UNREALIZED / AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	39,420,101	3,285,008	2,875,018	(409,990)	5,239,253		34,180,848	13.29%
EXPENDITURES								
DEPARTMENT:								
UTILITY ADMINISTRATION	335,116	27,926	28,199	(273)	40,167	337	294,612	12.09%
WATER	1,667,740	138,978	185,947	(46,969)	261,450	23,145	1,383,145	17.06%
SEWER	1,461,365	121,780	136,614	(14,833)	176,828	18,003	1,266,533	13.33%
ELECTRIC	26,402,751	2,200,229	1,846,934	353,295	1,996,670	1,637,019	22,769,063	13.76%
UTILITY BILLING	963,229	80,269	78,027	2,242	108,805	48,656	805,769	16.35%
INDIRECT	8,589,900	715,825	927,986	(212,161)	1,546,197	99	7,043,604	18.00%
TOTAL UTILITY FUND	39,420,101	3,285,008	3,203,707	81,302	4,130,116	1,727,258	33,562,726	14.86%

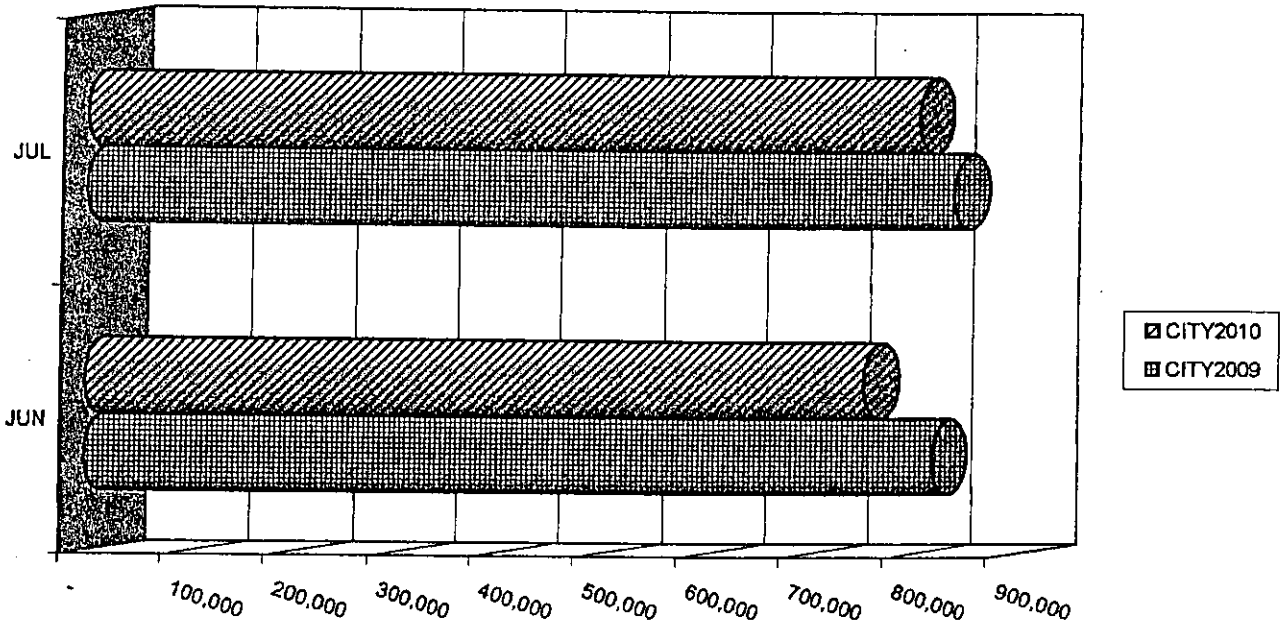
FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED 17%

% BUDGET EXPENDED 15%

CITY OF NATCHITOCHES
FISCAL YEAR SALES TAX COLLECTIONS



REVENUE BY MONTHS

PERIOD	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	DIFF 09/10	DIFF %
JUN	606,929	683,469	693,346	821,444	754,700	(66,744)	-8.13%
JUL	766,375	1,014,779	839,047	841,099	805,871	(35,228)	-4.19%

Prepared by: Natchitoches Tax Commission

The following Resolution was Introduced by Ms. Morrow and Seconded by Mr. Nielsen as follows, to-wit:

RESOLUTION NO. 086 OF 2009

RESOLUTION AUTHORIZING THE CITY OF NATCHITOCHES TO SUBMIT THE ANNUAL ENVIRONMENTAL AUDIT REPORT FOR THE WASTE WATER TREATMENT PLANT TO THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY

WHEREAS, the City of Natchitoches owns and operates a Waste Water Treatment facility; and

WHEREAS, the Louisiana Department of Environmental Quality ("La DEQ") has permitted the operation of the Waste Water Treatment Facility under LPDES Permit #LA0095222; and

WHEREAS, as operator of a permitted Waste Water Treatment Facility, Natchitoches is required to submit an Annual Environmental Audit Report; and

WHEREAS, Natchitoches City Council hereby confirms that it has reviewed and approved the Environmental Audit Report; and

WHEREAS, the Natchitoches City Council acknowledges that the operation of the Waste Treatment Facility is in compliance with the provisions of the LPDES discharge permit, and that no radiation is required to bring the facility into compliance.

NOW, THEREFORE, BE IS RESOLVED that the Clerk for the City is Natchitoches is hereby authorized and directed to submit to the Louisiana Department of Quality the Annual Environmental Audit Report summarizing the operation of its Waste Water Treatment Facility for the period August, 2008 through July, 2009.

BE IT FURTHER RESOLVED that the Clerk for the City of Natchitoches is hereby authorized to provide any other information as may be required by the LaDEQ.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Morrow, Nielsen, Payne
NAYS:	None
ABSENT:	McCain
ABSTAIN:	Mims

THEREUPON, the Mayor Pro Tempore, Don Mims, declared the Resolution passed by a vote of 3 ayes to 0 nays, this the 24th day of August, 2009.

DON MIMS, MAYOR PRO TEMPORE

LOUISIANA

MUNICIPAL WATER POLLUTION PREVENTION

MWPP

Facility Name:	City of Natchitoches WWTP
LPDES Permit Number:	LA0095222
Agency Interest (AI) Number:	38060
Address:	Post Office Box 37
	Natchitoches, LA 71458
Parish:	Natchitoches
(Person Completing Form) Name:	Harry Garsee
Title:	WWTP Manager
Date Completed:	

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 <u>specific</u> 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.

Permit #: LA0095222

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.

Column 1 Average Monthly Flow (million gallons per day, MGD)		**Column 2** Average Monthly BOD5 Concentration (mg/l)		**Column 3** Average Monthly BOD5 Loading (pounds per day, lb/day)
1.97	x	318	x 8.34 =	5225
2.38	x	108	x 8.34 =	2144
1.87	x	291	x 8.34 =	4538
2.08	x	316	x 8.34 =	5482
2.50	x	260	x 8.34 =	5421
2.00	x	383	x 8.34 =	6388
2.87	x	235	x 8.34 =	5625
2.87	x	177	x 8.34 =	4237
2.71	x	283	x 8.34 =	6396
1.98	x	187	x 8.34 =	3088
1.83	x	247	x 8.34 =	3770
1.78	x	176	x 8.34 =	2613

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:	4.9	x 0.90 =	4.41
Design BOD, lb/day:	9,808	x 0.90 =	8,821

Permit #: LA0095222

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 correspoding 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	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.

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

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

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

Permit #: LA0095222

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)
Aug. 08	4.1	3.5
Sept. 08	3.9	5.3
Oct. 08	3.9	3.8
Nov. 08	5.2	5.9
Dec. 08	8.4	7.0
Jan. 09	4.5	4.0
Feb. 09	2.9	6.5
Mar. 09	4.3	6.7
Apr. 09	7.5	4.9
May 09	3.4	6.1
Jun. 09	3.0	6.3
Jul. 09	3.8	6.2

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

	Permit Limit		90% of Permit Limit
BOD, mg/l	30	x 0.90 =	27
TSS, mg/l	30	x 0.90 =	27

Permit #: LA0095222

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 correspoding 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 [0] 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 [0] 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 correspoding 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 [0] 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 [0] 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: [0] (max = 100)

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

Permit #: LA0095222

D. Other Monitoring and Limitations

i. At any time in the past year was there and 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:*

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:*

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:*

Permit #: LA0095222

PART 3: AGE OF THE WASTEWATER TREATMENT FACILITY

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

1993

Current Year	-	*Answer to A*	=	*Age in years*
2009		1993		17

Enter Age in Part C below.

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

		FACTOR:
✓	Mechanical Treatment Plant (trickling filter, activated sludge, etc...) Specify Type: _____	2.5
____	Aerated Lagoon	2.0
____	Stabilization Pond	1.5
____	Other Specify Type: _____	1.0

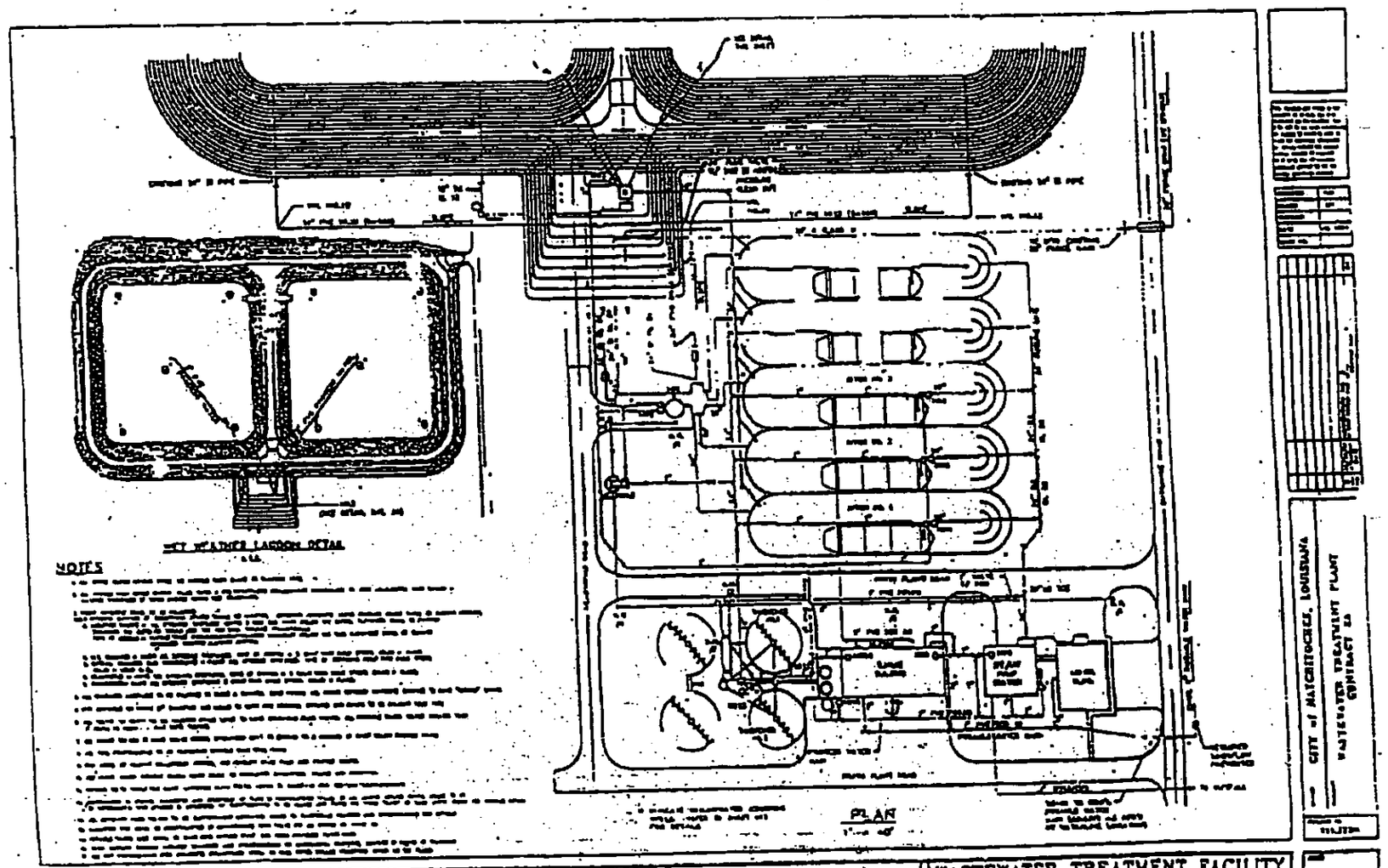
C. Multiply the factor listed next to the type of facility your community employs by the age of your facility to determint the total point value for Part 3.

TOTAL POINT VALUE FOR PART 3 =

2.5 (*Factor*) x 17 (*Age*) = **43** (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.



N & A, INC.

WASTEWATER TREATMENT FACILITY
MECHANICAL
PIPING PLAN

M01

Permit #: LA0095222

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:

_____ √ Check one box.

- [X] 0 = 0 points
- [ ] 1 = 5 points
- [ ] 2 = 10 points
- [ ] 3 = 15 points
- [ ] 4 = 30 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 treatement plant

Collection System: 0 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:

_____ √ Check one box.

- [x] 0 = 0 points
- [ ] 1 = 5 points
- [ ] 2 = 10 points
- [ ] 3 = 15 points
- [ ] 4 = 30 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 treatement plant

Collection System: 0 Treatment Plant: 0

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

_____

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

TOTAL POINT VALUE FOR PART 4: 0 (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:

Dwane Steadman

Describe the procedure for gathering, compiling and reporting:

Work orders and trouble reports

Permit #: LA0095222

PART 5: SLUDGE STORAGE AND DISPOSAL SITES

A. Sludge Storgage

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.

months	<2	2	3	4-5	>6
points	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.

months	<2	6-11	12-23	24-35	>36
points	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.

Permit #: LA0095222

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: _____

Design Flow: _____ MGD

Design BOD: _____ 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:

_____

_____

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:

_____

_____

_____

List any new pollutants you anticipate:

_____

_____

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: 0 (max = 30)

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

Permit #: LA0095222

PART 7: OPERATOR CERTIFICATION AND EDUCATION

A. What was the name of the operator-in-charge for the reporting year?

Name: Harry Garsee

B. What is his or her certification number:

Cert.#: 16-430

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

Level Required: 3

D. What is the level of certification of the operator-in-charge?

Level Certified: 4

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 [0] 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 [0] 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: must obtain and maintain proper certification level

I. What percentage of the continuing education expenses of the operator-in-charge were paid for:

By the permittee? 100% *By the operator?* _____

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: [0] (max = 100)

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

Permit #: LA0095222

PART 8: FINANCIAL STATUS

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

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

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

1% Sales Tax

Permit #: LA0095222

PART 9: SUBJECTIVE EVALUATION

A. Collection System Maintenance

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

Routine Maintenance

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?

None

B. If you have ponds please answer the following questions: √ Check one box.

i.	*Do you have duckweed buildup in the ponds?*	☐ Yes	☐ No
ii.	*Do you mow the dikes regularly (at least monthly), to the waters edge?*	☐ Yes	☐ No
iii.	*Do you have bushes or trees growing on the dikes or in the ponds?*	☐ Yes	☐ No
iv.	*Do you have excess sludge buildup (> 1foot) on the bottom of any of your ponds?*	☐ Yes	☐ No
v.	*Do you excersise all of your valves?*	☐ Yes	☐ No
vi.	*Are your control manholes in good structural shape?*	☐ Yes	☐ No
vii.	*Do you maintain at least 3 feet of freeboard in all of your ponds?*	☐ Yes	☐ No
viii.	*Do you visit your pond system at least weekly?*	☐ Yes	☐ No

Permit #: LA0095222

C. Treatment Plants

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

☑ Yes ☐ No (√ Check one box.)

	5/09
Influent flow meter calibration date(s)	*Effluent flow meter calibration date(s)*

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

NONE

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

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

Permit #: LA0095222

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:*

O & M Manuals

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:*

BOD 300 mg/L
TSS 300 mg/L
PH 5.5-9.5

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 #: LA0095222

POINT CALCULATION TABLE

	Actual Values	Maximum
Part 1: *Influent Flow/Loadings*	0	80 points
Part 2: *Effluent Quality / Plant Performance*	0	100 points
Part 3: *Age of WWTF*	43	50 points
Part 4: *Overflows and Bypasses*	0	100 points
Part 5: *Ultimate Disposition of Sludge*	0	100 points
Part 6: *New Development*	0	30 points
Part 7: *Operator Certification Training*	0	100 points

TOTAL POINTS: 43

Ms. Morrow requested that in the future the reports be legible. Mr. Wimberly stated that the report from Nowlin and Associates is a representation of what exist at the sewer treatment plant. It was given to the City when the treatment plant was built. It is an as-built drawing when built some 17 years ago.

Ms. Morrow then asked, on Page 14 of the report, why the community presently is not involved in a formal planning for treatment facility upgrade?

Mr. Wimberly replied that at this time the plant is satisfactory in operation and in capacity. He stated that right now we have no plans in place to upgrade or improve the plant. This as a housekeeping issue, we are required annually to submit this audit and as governing body you must submit a resolution indicating what will done to rectify any discrepancies that are found. In this case it is very easy because we are in full compliance and there are no discrepancies.

The following Resolution was Introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to-wit:

RESOLUTION NO. 087 OF 2009

A RESOLUTION DESIGNATING FRIDAY, SEPTEMBER 4, 2009 AS AN OFFICIAL HOLIDAY FOR THE EMPLOYEES OF THE CITY OF NATCHITOCHES FOR THE YEAR 2009

WHEREAS, the Mayor and City Council of the City of Natchitoches appreciate the hard work of the Natchitoches City Employees; and

WHEREAS, to show appreciation for the dedicated efforts of our City Employees, the Mayor and Natchitoches City Council wish to declare, Friday, September 4, 2009 as an official City Holiday for 2009.

NOW, THEREFORE, BE IT RESOLVED, by Mayor Wayne McCullen, that Friday, September 4, 2009 be declared an Official Holiday for the City of Natchitoches Employees for 2009.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Nielsen, Payne, Morrow
NAYS:	None
ABSENT:	McCain
ABSTAIN:	Mims

THEREUPON, Mayor Pro Tempore, Don Mims, declared the Resolution **PASSED** by a vote of 3 ayes to 0 nays, this the 24th day of August, 2009.

DON MIMS, MAYOR PRO TEMPORE

Mr. Mims stated that this was the day that was previously employee appreciation day for the city employees and was the day the employees, Council and Mayor would get together and present plaques, awards and lunch. It has come to pass that the employees would much rather be home with their families instead of visiting with the Mayor and City Council. So to help them out and make the appreciation day more appreciated by the employees is the reason this day has been assigned as a holiday.

Mr. Mims then acknowledged the annual City Holiday, Labor Day, September 7, 2009, and the City will be closed.

Mr. Mims then acknowledged two requests to speak before the council.

Ms. Sue Tyler presented the Council with photographs of her street of alleged hydraulic spills on Starlight Drive. She stated that she has unsuccessfully attempted to contact Gabe Ward and has sent letters to the city officials as well as media. Ms Tyler obtained a copy of the contract and claims Ward's Waste violated the contract and damaged streets with hydraulic and garbage spillage.

Ms. Morrow stated that she had called Gabe Ward and visited with him. She explained that she did read Ms. Tyler's letter and she and Mr. Ward have discussed the situation. Ms. Morrow requested that Mr. Ward call Ms. Tyler and he said he would do so.

Mr. Nielsen stated that every time this issue has come up he has spoken with Mr. Ward and actually EPA came in and did testing on the road and determined he is within compliance.

Mrs. Tyler stated that she has "tailed" the truck and watched hydraulic fluid come out.

Mr. Payne suggested a "spotter" to go behind the truck to see if there is any garbage left, any glass, any hydraulic leaks.

Ms. Carol Sewell stated that the garbage and recycled are being dumped together.

Mr. Nielsen stated that the last three or four weeks they should have seen a different type of service in the neighborhood.

Mr. Mims stated that Mr. Ward explained that in cases where garbage is put in with the recyclables that he was going to dump the whole thing in the garbage truck.

Mr. Nielsen stated that it is absolutely zero percent benefit for Ward's Waste to dump recyclables into the trash. The more we recycle, the less he pays in tipping fees which is to help us keep our bills from going up in the long-run.

Ms. Morrow requested Mr. Mike Braxton give an update on Robeline Road. Mr. Braxton stated that the pipes on the left-hand side will have to be moved and the road extended out with asphalt. Mr. Braxton said that it would have to be determined on how much more money we need to spend or get a quote.

Ms. Morrow commented about the control of after-hour use of city vehicles.

Ms. Morrow announced the Back to School Bash Extravaganza on Tuesday, August 25th at 4:00 p.m. at the Dr. Martin Luther King Center.

There being no further business the meeting was adjourned at 8:10 p.m.

DON MIMS, MAYOR PRO TEMPORE