



PUBLIC COMMITTEE MEETING AGENDA  
Tuesday, January 4, 2022 at 6:00PM  
Abita Springs Town Hall  
22161 Level St., Abita Springs, LA 70420

Posted: January 2, 2022 3pm

**CALL TO ORDER AND OPENING OF AGENDA:** Mayor Pro Tem Murphy

**PLEDGE OF ALLEGIANCE:** Alderman Patterson

**MAYOR'S ANNOUNCEMENTS:**

**FINANCE COMMITTEE:**

Committee Chair: Alderwoman Contois

Committee Member: Mayor Pro Tem Murphy

Acceptance of Minutes (December)

1.) November Financial Report

**GOVERNMENTAL COMMITTEE:**

Committee Chair: Alderman Saussy

Committee Member: Mayor Pro Tem Murphy

Acceptance of Minutes (December)

1.) A Resolution of the Town of Abita Springs Authorizing the Mayor to Sign a Cooperative Endeavor/Intergovernmental Agreement By and Between the Town of Abita Springs and the St. Tammany Parish Sheriff's Office

2.) Discussion of the Acquisition of 22164 Main St.

3.) Discussion of the Planning and Zoning Commission Recommendation to Revoke a Portion of the St. John St. Right-of-Way Between 9<sup>th</sup> St. and 10<sup>th</sup> St.

4.) Discussion of the Planning and Zoning Recommendation to Adopt the Proposed Draft of the Stormwater Management Ordinance

**INFRASTRUCTURE COMMITTEE:**

Committee Chair: Alderman Patterson

Committee Member: Alderman Saussy

Acceptance of Minutes (December)

**ECONOMIC DEVELOPMENT COMMITTEE:**

Committee Chair: Alderwoman Randolph

Committee Member: Alderwoman Contois

Acceptance of Minutes (December)

**OPEN/ADJOURNMENT:**

If you have any questions pertaining to this agenda or in accordance with the Americans with Disabilities Act, and/or you need special assistance, please call (985) 892-0711.

**AMENDED INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE  
ST. TAMMANY PARISH SHERIFF'S OFFICE AND THE TOWN OF ABITA  
SPRINGS  
(St. Tammany P-25 Public Safety Radio System)**

This Amended Intergovernmental Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the “Commencement Date”), pursuant to Louisiana Constitution Article VII, Section 14(C), wherein governmental entities are empowered to enter into Intergovernmental Agreements, by and among the following parties (collectively “the Parties”) and hereby amends that previous Agreement entered into by the Parties on May 18, 2020:

**RANDY SMITH**, in his official capacity as **ST. TAMMANY PARISH SHERIFF**, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 1120, Covington, Louisiana 70434 (hereinafter referred to as “STPSO”), and

**TOWN OF ABITA SPRINGS**, a municipality and political subdivision of the State of Louisiana, whose mailing address is P.O. Box 461, Abita Springs, Louisiana 70420, appearing herein through Daniel J. Curtis, it’s duly authorized Mayor (hereinafter sometimes referred to as “Town”).

Who agree to become Parties to this Agreement and do hereby bind themselves to the terms and conditions until same is mutually terminated as provided herein below.

**WITNESSETH:**

**WHEREAS**, various user agencies have entered into Intergovernmental Agreements with the St. Tammany Parish Sheriff’s Office, expressing their mutual and collective intent to establish and implement a common radio-communication system; and

**WHEREAS**, the Town of Abita Springs now desires to enter into an Intergovernmental Agreement with the STPSO to participate as an agency user of the common radio-communication system known as St. Tammany P-25 Public Safety Radio System (“STP-25” or “System”); and

**WHEREAS**, the Town will pay the STPSO certain annual amounts in accordance with the payment terms described herein, inclusive of all maintenance costs.

**NOW THEREFORE**, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind their respective political subdivisions as follows:

**ARTICLE I. PUBLIC PURPOSE AND REQUIREMENTS**

- 1.1 The Parties to this Agreement have acknowledged and determined that their cooperative efforts will be of benefit to the public health, safety, and welfare of the Town of Abita Springs and St. Tammany Parish.

- 1.2 The Town of Abita Springs shall comply with the terms and conditions, and all operating principles of the St. Tammany P-25 Public Safety Radio System Master Agreement, “Exhibit A” attached hereto and made a part hereof.
- 1.3 The Town of Abita Springs agrees that it will at all times provide six (6) radios to be used with, and compatible with, the radio system. The STPSO agrees that it will support and maintain the six Town radios, keeping them operational with the system, for the duration of the Agreement.

**ARTICLE II. TERM AND BINDING NATURE**

- 2.1 This Agreement shall become effective upon signing by the Parties and will terminate on the date the last payment is made on the obligation.
- 2.2 Any alternation, variation, modification, or waiver of the provisions of this Agreement shall be valid only when it has been reduced to writing and approved by and executed by the Parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.
- 2.3 Should either Party seek to terminate this Agreement for any reason prior to the expiration of the term, the Party seeking to terminate shall provide written notice of its intent to terminate sixty (60) days prior to the date of termination.

**ARTICLE III. PAYMENT TERMS**

- 3.1 a. Payment is due to the STPSO from the Town of Abita Springs on or before the 1<sup>ST</sup> of the month shown in the below schedule:

**Amended Payment Terms by Year – Town of Abita Springs**

<b>Fiscal Year</b>	<b>Payment Due Date</b>	<b>Annual Payment as of July 1, 2021 (3 Users w/ 911 credit)</b>	<b>Payment Increase to 6 Users Jan 1, 2022 (w/ 911 credit)</b>
FY20	July 1, 2019	\$1,865.29 (pro-rated - \$224.84)	
FY21	July 1, 2020	\$1,868.42	
FY22	July 1, 2021	\$1,294.78	\$1,942.17 (additional \$647.39 due)
FY23	July 1, 2022	\$1,577.02	\$3,154.04
FY24	July 1, 2023	\$1,582.23	\$3,164.46
FY25	July 1, 2024	\$1,593.45	\$3,186.90
FY26	July 1, 2025	\$1,537.31	\$3,074.62
FY27	July 1, 2026	\$1,551.88	\$3,103.76
FY28	July 1, 2027	\$1,555.72	\$3,111.44
<u>FY29</u>	<u>July 1, 2028</u>	<u>\$1,565.30</u>	<u>\$3,130.60</u>
	<b>Total</b>	<b>\$15,991.40</b>	<b>\$23,867.99</b>

Note - The payment schedule effective FY2022 is contingent upon current contributions from 911 Communications District # 1. In the event the Communications District # 1 reduces future payment amounts, a revised payment schedule will apply.

#### **ARTICLE IV. ENTIRE AGREEMENT**

- 4.1 This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements, whether oral or written. There is no representation of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

#### **ARTICLE V. NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE**

- 5.1 No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate party in his individual capacity, and neither of the officers of any party, nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of same.

#### **ARTICLE VI. NOTICE**

- 6.1 Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, or sent by tele-copier or other similar form of electronic transmissions confirmed by written confirmation mailed at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be designated by a Party in written notice to the other Party compliant with this section.

**Town of Abita Springs**

Daniel J. Curtis  
Mayor  
P.O. Box 461  
Abita Springs, Louisiana 70420  
[dcurtis@abitaspringsla.com](mailto:dcurtis@abitaspringsla.com)

**St. Tammany Parish Sheriff's Office**

Randy Smith  
Sheriff  
P.O. Box 1120  
Covington, Louisiana 70434  
[randysmith@stpsso.com](mailto:randysmith@stpsso.com)

#### **ARTICLE VII. REMEDIES FOR DEFAULT; VENUE; JURISDICTION AND GOVERNING LAW**

- 7.1 Any claim or controversy arising out of this Agreement shall be resolved under Louisiana law. Exclusive venue and jurisdiction for all claims or controversies shall be the 22<sup>nd</sup> Judicial District Court for the Parish of St. Tammany.

#### **ARTICLE VIII. OWNERSHIP OF RECORDS**

8.1 All records, reports, documents and other material delivered or transmitted to the Town of Abita Springs by the STPSO, or from the Town to the STPSO, shall remain the property of the receiving party and be deemed as “public” for the purposes of disclosure and release.

**ARTICLE IX. SEVERABILITY**

9.1 In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the Parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of the Agreement. If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of the Agreement shall remain in full force and effect.

**ARTICLE X. APPEARANCES**

10.1 The representative of each party herein warrants that he has the requisite authority and permission to enter, sign and bind his office.

**ARTICLE XI. COUNTERPARTS**

11.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana after diligent reading of the whole.

**THUS DONE AND SIGNED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, in the presence of the undersigned witnesses.

WITNESSES:

**TOWN OF ABITA SPRINGS**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**DANIEL J. CURTIS**  
Mayor

**THUS DONE AND SIGNED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, in the presence of the undersigned witnesses.

WITNESSES:

**ST. TAMMANY PARISH  
SHERIFF'S OFFICE**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
**RANDY SMITH**  
Sheriff

**INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, pursuant to Louisiana Constitution Article VI, Section 20 and Article VII, Section 14, R.S. 33:1324 et seq. and other constitutional and statutory authority, by and among the following parties (collectively "the Parties"):

**RANDY SMITH**, in his official capacity as **ST. TAMMANY PARISH SHERIFF**, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 1120, Covington, Louisiana 70434 (hereinafter referred to as "STPSO"); and

**TOWN OF ABITA SPRINGS**, St. Tammany Parish, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 461, Abita Springs, Louisiana 70420, appearing herein through **DANIEL J. CURTIS**, duly authorized Mayor of the Town of Abita Springs, on behalf of the Town and its Police Department (hereinafter referred to as "Abita Springs" or "ASPD"),

Who agree to become Parties to this Agreement and do hereby bind themselves to the terms and conditions until same is mutually terminated as provided herein below.

**WITNESSETH:**

WHEREAS, the St. Tammany Parish Sheriff's Office provides professional, effective and competent dispatch services; and

WHEREAS, Abita Springs is in need of communication and dispatching services for its Police Department and has requested that the STPSO assume the dispatching services for Abita Springs' Police Department; and

WHEREAS, there is a mutual benefit to be gained from increased efficiencies and costs savings associated with combining dispatch services within St. Tammany Parish.

**NOW THEREFORE**, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind themselves as follows:

**ARTICLE I**

**PUBLIC PURPOSE**

- 1.1 The Parties to this Agreement acknowledge and agree that the public purpose of this Agreement is to provide professional dispatch services within the Town of Abita Springs' jurisdiction. The Parties have determined the following:

- a. The expenditure of any public funds made pursuant to this Agreement is for a public purpose.
- b. The expenditure, taken as a whole, is not gratuitous.
- c. STPSO and Abita Springs have a reasonable expectation of receiving at least equivalent value in exchange for any expenditure which may be made by either Party.

## ARTICLE II

### OBLIGATIONS

#### **STPSO Responsibilities:**

##### 2.1

- a. Provide communication officers for dispatch services 24 hours per day, 7 days per week. STPSO will answer all in-coming emergency 911 telephone calls within the Town of Abita Springs' jurisdiction, including calls to the State Police, Fire Departments, and Ambulance Services. STPSO will notify first responders, when appropriate, within nationally recognized time standards such as those detailed in NFPA 1221 or other applicable standards.
- b. Ensure that all 911 calls and radio dispatched traffic are recorded. The recording and/or hard copies of such calls shall be the property of the STPSO and shall remain in the custody and control of the STPSO. Abita Springs' Police Department shall have reasonable access to all recordings for quality control monitoring or to investigate complaints. All requests for access to recordings shall be made to the commander of the STPSO Communications Division.
- c. Maintain consistent communication with Abita Spring's Police Department officers on a shared STPSO channel in accordance with the dispatch schedule as at all times requested and provided by ASPD and approved by the STPSO Communications Division. Abita Springs' Police Department accepts sole responsibility for its submitted dispatch schedule and agrees to familiarize themselves with STPSO emergency protocols and to comply with instructions from STPSO Communications regarding transferring channels.

#### **Town of Abita Springs Responsibilities:**

##### 2.2

- a. Maintain consistent communication with STPSO deputies on a shared STPSO channel in accordance with the dispatch schedule as at all times requested and provided by ASPD and approved by the STPSO Communications



Division. Abita Springs' Police Department accepts sole responsibility for its submitted dispatch schedule and agrees to familiarize themselves with STPSO emergency protocols and to comply with instructions from STPSO Communications regarding transferring channels.

- b. Activate an administrative line recording or answer day-to-day administrative phone line.
- c. Train its officers on radio policies and procedures used by STPSO deputies, as requested by the STPSO Communications Division.

### ARTICLE III

#### TERM AND BINDING NATURE

- 3.1 This Agreement shall commence on \_\_\_\_\_, 2021, shall continue for a period of two (2) years, and shall automatically renew for a period of two (2) years, unless otherwise terminated as provided in this Agreement.
- 3.2 Any alternation, modification, or waiver of the provisions of this Agreement shall be valid only when it has been reduced to writing and approved by and executed by the Parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.
- 3.3 Should either Party seek to terminate this Agreement for any reason prior to the expiration of the term, the Party seeking to terminate shall provide written notice of its intent to terminate sixty (60) days prior to the date of termination.

### ARTICLE IV

#### PAYMENT TERMS

- 4.1
  - a. The Town of Abita Springs hereby assigns to the STPSO all 911 call taker duties in and for Abita Springs' jurisdiction, therefore deferring any future St. Tammany Communications District 1 revenue it may otherwise be entitled to receive, if any, to the STPSO.
  - b. Any significant change in Town of Abita Springs population, call volume or STPSO costs to perform the services will trigger a renegotiation of Agreement terms and services performed; to be evaluated by the Parties annually at the date of original execution.

## ARTICLE V

### INSURANCE

- 5.1 STPSO will name the Town of Abita Springs' Police Department as an additional insured on any policy of insurance required for coverage of the performance of the services under this Agreement. STPSO shall also maintain a policy of insurance which shall indemnify the Police Department for all losses which may arise out of the execution or operation or performance of services under this Agreement.
- 5.2 The Town of Abita Springs will name STPSO as an additional insured on any policy of insurance required for coverage of the performance of the services under this Agreement. The Town of Abita Springs shall also maintain a policy of insurance which shall indemnify STPSO for all losses which may arise out of the execution or operation or performance of services under this Agreement.
- 5.3 Except as expressly provided under this Agreement, each Party will obtain insurance or self-insurance in coverage amounts adequate for the Party's potential legal risk assumed under this Agreement.

## ARTICLE VI

### CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS

- 6.1 In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the Parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.
- 6.2 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.
- 6.3 Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.
- 6.4 No Party herein shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by mutual agreement.
- 6.5 Each Party warrants that they have the requisite authority and permission to enter, sign and bind their offices to the terms and conditions of this Agreement.
- 6.6 Each Party agrees to indemnify and hold harmless the other, its officers, directors, employees, and agents of and from and against any and all liability, including, but not limited to, claims, demands, losses, suits, damages, judgments, costs and expenses whether, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorney's fees and other professionals, as well as court costs and expenses, for any actions or inactions arising out of, in connection with, or that may arise as a result of

this Agreement made by third parties, whether such claims are made by way of indemnity, contribution, subrogation or otherwise. The Parties further agree to promptly notify the other Party in writing of any incident, claim, or lawsuit of which it or they become aware which is alleged to be caused by, based upon or arising out of any act, conduct, or omission of the other Party and shall fully cooperate in the defense of such claim. Upon written notice of the claim, the Party called under this Agreement to indemnify and hold the other harmless shall take steps necessary to promptly defend and protect the Party requesting indemnification and to be held harmless from an indemnified claim. Additionally, the Parties will provide updates of any and all claims as requested by the other.

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

## ARTICLE VII

### NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE

- 7.1 No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of any party in his individual capacity, and neither of the officers of any party, nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of same.

## ARTICLE VIII

### NOTICE

- 8.1 Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, or sent by tele-copier or other similar form of electronic transmissions confirmed by written confirmation mailed at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a Party in written notice to the other Party compliant with this section.

Town of Abita Springs  
Daniel J. Curtis, Mayor  
P.O. Box 461  
Abita Springs, Louisiana 70420  
[dcurtis@abitaspringsla.com](mailto:dcurtis@abitaspringsla.com)

St. Tammany Parish Sheriff's Office  
Randy Smith, Sheriff  
P.O. Box 1120  
Covington, Louisiana 70434  
[randysmith@stpsso.com](mailto:randysmith@stpsso.com)

ARTICLE IX

ENTIRE AGREEMENT

9.1 This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany, State of Louisiana after diligent reading of the whole.

THUS DONE AND SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_ in the presence of the undersigned witnesses.

WITNESSES:

TOWN OF ABITA SPRINGS

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
DANIEL J. CURTIS  
MAYOR

THUS DONE AND SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_ in the presence of the undersigned witnesses.

WITNESSES:

ST. TAMMANY PARISH SHERIFF'S OFFICE

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
RANDY SMITH  
SHERIFF



January 4, 2022

To: Planning and Zoning Commission

From: Kristin Tortorich, and Mark Fancey

Subject: Proposed right-of-way revocation St. John Street between 9<sup>th</sup> Street and 10<sup>th</sup> Street

The Town of Abita Springs has received a request to revoke a portion of the St. John Street right-of-way between 9<sup>th</sup> Street and 10<sup>th</sup> Street. The applicants requesting the revocation live at 71396 Nightwalk Lane – Assessor ID # 1151289594 as shown on the map below. The applicants recently purchased the adjacent 2.06-acre block east of their home – Assessor ID#1150309575. The applicants want to revoke the right-of-way between the two properties.

The area proposed for revocation is approximately 10,500 square feet in size and is shown as the shaded area in both maps below. Louisiana Revised Statutes RS 48:71 (attached) specifies that if a revocation is approved the area to the centerline of the right-of-way reverts to the adjacent owner.



Town Code sections 9-127 through 9-131 outline the revocation process. The Planning and Zoning Commission considered the criteria described in Section 9-128 and Section 9-129. The commission is making the recommendation to the Board of Alderman regarding the proposed revocation as described in Section 9-129 to **“Accept the application with the recommendation for either a revocation, public sale, private sale, or exchange of the street right-of-way.”**

**Sec. 9-127. - Action of planning commission required; revocation, exchange, public sale or private sale of public street rights-of-way.**

Prior to any action taken by Abita Springs Board of Aldermen with regard to the revocation, exchange, public sale, or private sale of any public street right-of-way, to any individual, such must be approved by the Planning Commission of the Town of Abita Springs.

Such approval must be done at a meeting of the planning commission after being advertised in the same manner as required for the application for a variance.

**Sec. 9-128. - Criteria for the determination of revocations, exchange public sale or private sale of public street right-of-way.**

In order to approve the revocation, exchange, public sale or private sale of public street rights-of-way the planning commissions must determine that the right-of-way is no longer necessary for public use and will not be necessary for the public use in the foreseeable future.

Additionally it must be determined that the denial by the town for the revocation, public sale, private sale or exchange of the street right-of-way will cause the adjacent property owner unusual and practical difficulties of particular hardship, but only when the zoning commission is satisfied that the granting of such action will not merely serve as a convenience to the adjacent property owner, but will alleviate some demonstrable and unusual hardship or difficulty so great as to warrant the disposal of public property and at the same time the surrounding property will be protected. Additionally, the action taken in the revocation, public sale, private sale or exchange of property must resolve and settle all claims which the adjacent property owner may have against the Town of Abita Springs.

**Sec. 9-129. - Action by the planning commission.**

After a public hearing held on the matter the planning commission within 60 days of application for revocation, public sale, private sale or exchange shall recommend to the board of aldermen the following:

- (1) Accept the application as presented.
- (2) Accept the application with the recommendation for either a revocation, public sale, private sale, or exchange of the street right-of-way.
- (3) A recommendation of partial disposition of the street right-of-way by any method provided for herein.
- (4) Recommended the disposition of the street right-of-way, in whole or in part, by any method provided for with the retention of servitudes, which servitudes shall be defined.
- (5) Deny the application for the disposition and recommend no action to be taken by the Board of Aldermen of the Town of Abita Springs.

**Sec. 9-130. - Referral of recommendation to the board of aldermen.**

Within ten days of action taken by the planning commission, the Secretary of the Abita Springs Planning Commission shall forward to the Clerk of the Board of Aldermen for the Town of Abita Springs the recommendation of the planning commission on the application for the revocation, public sale, or exchange of public street right-of-way. At the next regularly scheduled monthly meeting of the board of aldermen, an ordinance shall be introduced by the Board of Aldermen for the Town of Abita Springs that shall conform to the recommendation of the planning commission. Should the planning commission recommend denial, no ordinance need be introduced.

Such ordinance introduced shall be considered at the subsequently regularly scheduled meeting of the Board of Aldermen of the Town of Abita Springs.

**Sec. 9-131. - Notification to adjacent property owners.**

All property owners which are adjacent to that portion of a public street right-of-way, which right-of-way or any rights thereto has been recommended for disposal by the planning commission to the Board of Aldermen of the Town of Abita Springs, shall be notified by registered mail. Such registered mail shall be sent no sooner than 30 days not later than 15 days of the meeting of the board of aldermen, which will consider such disposition. This notification shall be sent to the record owner of the property which is adjacent to that portion of the street right-of-way sought to be disposed. Certification by the Clerk of the Board of Aldermen for the Town of Abita Springs of such mailing shall be sufficient for the proof thereof.

(Ord. No. 244, 3-19-02)

**2020 Louisiana Laws**

**Revised Statutes**

**Title 48 - Roads, Bridges and Ferries**

**§701. Revocation of dedication; reversion of property**

**Universal Citation:** [LA Rev Stat § 48:701 \(2020\)](#)

RS 701 - Revocation of dedication; reversion of property

The parish governing authorities and municipal corporations of the state, except the parish of Orleans, may revoke and set aside the dedication of all roads, streets, and alleyways laid out and dedicated to public use within the respective limits, when the roads, streets, and alleyways have been abandoned or are no longer needed for public purposes.

**Upon such revocation, all of the soil covered by and embraced in the roads, streets, or alleyways up to the center line thereof, shall revert to the then present owner or owners of the land contiguous thereto.**

Nothing in this Section shall be construed as repealing any of the provisions of special statutes or charters of incorporated municipalities granting the right to close or alter roads or streets.



Planning and Zoning Department  
PUBLIC HEARING REQUEST

Name: Roger and Susan Kelley Phone Number: \_\_\_\_\_

Mailing Address: 441 Longleaf Road Shreveport, LA 71106

Property Address: 71396 Nightwalk Lane, Abita Springs, LA 70420

Property Description: unopened St. John Road adjacent to our property

Signature: Roger & Susan Kelley

**Describe the request, if necessary, include any maps or plot plans:** Please include a written description of the businesses to be located on the property. Also including a site plan for the property showing any existing or proposed buildings, driveway access, and the size and location of parking and storage areas.

We would like to purchase this piece of unopened road which separates our house at 71396 Nightwalk Lane in Abita Springs from our adjacent property which is undeveloped wetlands a total of two acres. This would allow us to expand our present limited backyard in order to accommodate a therapeutic pool and exercise area. We are both hindered by health issues that would benefit from such access.

Scheduled Planning & Zoning Meeting Date & Time: December 30, 2021 at 6pm

Location: Town of Abita Springs Town Hall

-----Office Use Only-----

Notes from Planning & Zoning:  
\_\_\_\_\_  
\_\_\_\_\_

Decision:  APPROVED  REJECTED

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Vote: \_\_\_\_\_ Signature: \_\_\_\_\_

Planning & Zoning Chairman





**PART 9 – PLANNING, ZONING, and DEVELOPMENT**

**Chapter 8. - STORMWATER MANAGEMENT**

**Sec. 9-901. – Purpose and objectives**

The purpose and objectives of this chapter are as follows:

- (1) To implement the Town of Abita Springs Stormwater Management Plan.
- (2) To maintain and improve the quality of surface water and groundwater within the Town of Abita Springs;
- (3) To prevent the discharge of contaminated stormwater runoff from industrial, commercial, residential, and construction sites into the municipal separate storm sewer system (MS4) and natural waters affected by the Town of Abita Springs;
- (4) To promote public awareness of the hazards involved in the improper discharge of hazardous substances, petroleum products, household hazardous waste, industrial waste, sediment from construction sites, pesticides, herbicides, fertilizers, and other contaminants into the storm sewers and natural waters of the Town of Abita Springs;
- (5) To encourage the recycling of used motor oil and safe disposal of other hazardous consumer products;
- (6) To facilitate compliance with state and federal standards and permits by owners and operators of industrial and construction sites within the Town of Abita Springs; and
- (7) To enable the Town of Abita Springs to comply with all federal and state laws and regulations applicable to stormwater discharge.

**Sec. 9.902. - Administration.**

Except as otherwise provided herein, the Director of Public Works shall administer, implement, and enforce the provisions of this chapter. Any powers granted to, or duties imposed upon the Director of Public Works shall be carried out by that person and may be delegated to other Town personnel.

**Sec. 9-903. – Abbreviations and Definitions**

- (a) Abbreviation of terms. The following abbreviations when used in this section shall have the designated meanings:

BMP	Best Management Practices	LPDES	LA Pollutant Discharge Elimination System
CFR	Code of Federal Regulations	MS4	Municipal Separate Storm Sewer System
CWA	Clean Water Act	NOI	Notice of Intent
EPA	United States Environmental Protection Agency	NPDES	National Pollutant Discharge Elimination System
LAC	LA Administrative Code	SWPPP	Stormwater Pollution Prevention Plan
LDEQ	LA Department of Environmental Quality		

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- (b) Definitions. The following words, terms, and phrases, when used in this subsection (e), shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Best management practices (BMPs)* means schedules of activities, prohibitions of practices, maintenance procedures, treatment requirements, operating procedures, and other practices used to prevent or reduce contaminated discharges or runoff.

*BMPs for Coastal Louisiana Zone manuals* means technical manuals prepared by the Louisiana Coastal Nonpoint Pollution Control Program to minimize coastal impacts from developmental activities and control nonpoint source pollution resulting from stormwater runoff. The manual includes nonpoint source BMPs specific to the Louisiana Coastal Zone and is to be used as a guide for developers, builders, and engineering firms during the design and construction phase of development.

*Clean Water Act (CWA)* means the primary federal law in the United States governing water pollution. Its objective is to restore and maintain the chemical, physical, and biological integrity of the nation's waters by preventing point and nonpoint pollution sources, improving wastewater treatment, and maintaining the integrity of wetlands. It is administered by the U.S. Environmental Protection Agency (EPA), in coordination with state governments. The CWA is codified in 40 CFR 100—140, 401—471, and 501—503).

*Commercial* means any activity pertaining to a business, industry, corporation, or organization.

*Construction* means any human activity that includes clearing, grading, excavation, filling, or other placement, movement, removal, or depositing of soil, rock, organic materials, or earth minerals.

*Contaminated* means containing any pollutant which is introduced into stormwater conveyances by stormwater contact with industrial activities as defined by LAC 33:IX.2511.B.14-15 and 40 CFR 122.26(b)(14) or through illicit discharges.

*Conveyance* means drainage infrastructure, including any ditch, pipe, canal, or waterway that moves water in the Town.

*Debris*: Material resulting from tree cutting activity including felled tree trunks and uprooted stumps.

*Discharge* means any stormwater or wastewater, including but not limited to sheet flow and point source, introduced into the MS4, drainage infrastructure, conveyances, ditches, or waterways of the Town, or into waters of the United States.

*Discharger* means any person or property who causes, allows, or is otherwise responsible for a discharge.

*Facility* means any building, structure, property, installation, process, or activity from which there is or may be a discharge of a pollutant.

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*Fertilizer means any substance that contains essential plant nutrients in a form available to plants and is used primarily for promoting or stimulating growth of a plant or improving the quality of a crop.*

*Fill or filling means the deposition of soil and other inert materials on the land to raise its grade and/or smooth its features.*

*Garbage means putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.*

*Hazardous substance means any of the following: any substance determined to be hazardous according to 49 CFR 171.8. or listed in Table 302.4 of 40 CFR 302 or section 311(b)(2)(A) of the Clean Water Act (33 USC 1317(a) and 1321(b)(A)).*

*Hazardous waste means any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR 261.*

*Herbicide means a substance used to defoliate, desiccate, destroy, inhibit, or regulate vegetation.*

*Illicit discharge means a prohibited non-stormwater discharge containing pollutants.*

*Litter means garbage, refuse, and rubbish, as defined herein, and all other waste materials which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety, and welfare.*

*Louisiana discharge permit elimination system (LPDES) permit or national discharge permit elimination system (NPDES) permit means the permit issued by the LDEQ or the EPA, under authority delegated pursuant to 33 USC 1342(b) that authorizes the discharge of pollutants to waters of the United States.*

*Municipal separate storm sewer system (MS4) means roadside drainage systems, catch basins, curbs, gutters, ditches, manmade channels, or storm drains used for collecting and/or conveying stormwater in the Town.*

*Notice of intent (NOI) means the notice of intent that is required by the LPDES general permit for discharges of stormwater from construction activities five acres or greater, the multi-sector general permit for stormwater, or other general permits for the discharge of stormwater.*

*Non-point source pollution means pollution discharged over a wide land area that cannot be traced to one specific point or location. These are forms of diffuse pollution caused by sediment, nutrients, organic, and toxic substances contained in stormwater runoff from urbanized areas, construction sites, agricultural sites, and silvicultural operations, etc.*

*Operator means the person or persons who, either individually or taken together, has operational control over the facility; or has day-to-day operational control over those activities at the facility necessary to ensure compliance with pollution prevention requirements and any permit conditions.*

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*Person means any individual, partnership, firm, company, corporation, association, trust, estate, entity, or any legal representative, agent, or assignee.*

*Pesticide means a substance used to prevent, destroy, repel, or mitigate any pest.*

*Point source means the discharge of pollutants at a specific location from pipes, outfalls, channels, or other discernible or discrete conveyances. The term "point source" does not include irrigation flow returns from agricultural stormwater runoff.*

*Pollutant means dredged spoil, solid waste, sewage, garbage, sludge, chemical waste, biological materials, radioactive materials, heat, rock, soil, sediment, or industrial waste discharged into waters of the state and/or the MS4, drainage infrastructure, conveyances, or waterways of the Town.*

*Pollution means the contamination of the physical, thermal, chemical, or biological quality of waters that causes impairment of the designated uses of a water body as stipulated in the current EPA integrated report or renders the water harmful, detrimental, injurious to humans, animal life, vegetation, or impairs the usefulness for the public enjoyment of the water for any lawful or reasonable purpose.*

*Refuse means all putrescible and non-putrescible solid waste (except body waste), including garbage, rubbish, ashes, street cleanings, dead animals, abandoned motor vehicles and solid market and industrial wastes.*

*Rubbish means non-putrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery, plastic, and similar materials.*

*Release means any spilling, leaking, pumping, pouring, discharging, injecting, leaching, dumping, or disposing, directly or indirectly, into the MS4, drainage infrastructure, conveyances, or waterways of the Town.*

*Rinsate means water, containing low concentrations of contaminants, resulting from the cleaning of containers etc.*

*Sanitary sewage means the domestic sewage and/or industrial waste that is discharged into the sanitary sewer system and passes through the sanitary sewer system to any public or privately owned sewage treatment plant.*

*Sanitary sewer (or sewer) means the system of pipes, conduits, and other conveyances which carry industrial waste and sanitary sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, to any sewage treatment plant.*

*Site work means excavation, grading, filling, cutting, draining, paving, earthwork, stockpiling/storage of fill.*

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*Sediment means soil, sand, clay, and minerals washed from land into roadways, drainage infrastructure, and waterways, usually during or after a rain. Sediment may cause a reduction in storage capacity, impede drainage, destroy fish-nesting areas, clog animal habitats, and cloud waters to such an extent as to prevent sunlight from reaching aquatic biota.*

*Solid waste means any garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including, solid, liquid, semi-solid, or contained gaseous material resulting from construction or industrial, municipal, commercial, mining, and agricultural operations, and from community and institutional activities.*

*Stormwater means stormwater runoff, surface runoff and drainage runoff. (Agricultural stormwater may be excluded, subject to the provisions of LAC 33:1 X.2313.)*

*Stormwater agreement means the agreement utilized by the Town and signed by the contractor, developer, landowner, or agent to ensure all required permits are in place and the implementation of BMPs will be used to control erosion and sedimentation and reduce the pollutants in stormwater discharges associated with excavation, grading, filling, and other construction projects as well as heavy equipment fuels/oils and grease.*

*Stormwater pollution prevention plan (SWPPP) means a plan required by the LPDES general permits for discharge of stormwater from construction activities (General Permit Number LAR100000 and LAR200000), LPDES multi-sector general permit, or any LPDES individual permit which describes and ensures the implementation of practices that are to be used to reduce the pollutants in stormwater discharges associated with construction or other industrial activity at the facility.*

*Superchlorination means a water treatment process in which the addition of excess amounts of chlorine to a water supply to speed chemical reactions or insure disinfection within a short contact time.*

*Wastewater means any water or other liquid, other than uncontaminated stormwater, discharged from a facility.*

*Water quality standard means the numerical criterion established by LDEQ and deemed necessary by the state to protect the designated uses of a water body.*

*Waters of the United States (WOTUS) means any waters within the federal definition of "waters of the United States" at 40 CFR 122.2; but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the federal Clean Water Act.*

*Wetland means an area that is frequently inundated or saturated by water and is sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.*

**Sec. 9-904. - General provisions.**

- (a) No person shall introduce or cause to be introduced into the MS4, drainage infrastructure, conveyances, or waterways of Abita Springs any illicit discharge, including non-stormwater discharges that are not composed entirely of stormwater, except as expressly provided for in this chapter.
- (b) No person shall introduce or cause to be introduced into the MS4, drainage infrastructure, conveyances, or waterways of Abita Springs any discharge that causes or contributes to violation of a water quality standard.
- (c) No person shall connect an interior drain or any other source of wastewater to the MS4, drainage infrastructure, conveyances, or waterways of Abita Springs, or allow such a connection to continue.
- (d) Any person that causes a spill, release, or other discharge of a prohibited substance or other pollutant is solely responsible for the cleanup and removal of the substance.
- (e) Sanitary sewer overflows to the MS4, drainage infrastructure, conveyances, or waterways of the town shall be prevented. In the event of an overflow the owner, operator, or person otherwise having control of the sanitary sewer, shall remove all sewage to the maximum extent practical.
- (f) Items that are stored for collection, disposal, recycling, or reuse shall be stored in a manner that prevents contamination of stormwater. Drums shall be covered and/or in secondary containment where required, closed, not leaking, and in good condition.
- (g) Spills and leaks of hazardous substances or pollutants shall be cleaned up immediately after the spill occurs or the leak is detected. Any absorbent material used for cleanup must be disposed of properly and disposed of in accordance with solid waste regulations. Surface soil contaminated by the spill or leak must be removed or otherwise protected from contact with stormwater.
- (h) Drip pans, absorbent mats, or equivalent controls shall be used to collect and properly dispose of leaking fluids from motor vehicles that are parked outside during maintenance and repairs or while waiting for repairs at commercial repair facilities.
- (i) Used engines, transmissions, radiators, and other vehicle components that have automotive fluids in, or on them, shall be stored in a manner that prevents pollutants from contaminating stormwater runoff.
- (j) Any person or establishment that causes a spill, release, or other discharge of any prohibited substance or other pollutant to the MS4, drainage infrastructure, conveyances, or waterways of Abita Springs is solely responsible for notifying the appropriate agency and/or permit authorities of the unauthorized release.
- (k) Trash, litter, grass clippings, leaves, and other debris shall not be discarded in drainage ditches or drainage inlets. Such material shall be disposed of as solid waste and shall not be allowed to enter the MS4, drainage infrastructure, conveyances, or waterways of the town.

**Sec. 9-905. - Allowed Discharges**

Discharges from the following activities will not be considered a source of pollutants to the town's storm drainage system and to waters of the U.S. when properly managed to ensure that no potential pollutants are present, and therefore they shall not be considered illegal discharges unless determined to cause a violation of the provisions of the Clean Water Act, or this article:

- (1) A discharge authorized by, and in full compliance with, an NPDES permit (other than the NPDES permit for discharges from the MS4);
- (2) A discharge or flow resulting from the fire-fighting activities by the fire department;
- (3) A discharge or flow of fire protection water that does not contain oil or hazardous substances or materials;
- (4) Agricultural water runoff;
- (5) A discharge or flow from water line flushing or water line disinfection provided that the discharge, by superchlorination or other means, contains no harmful quantities of chlorine, or any other chemical used in the line disinfection;
- (6) A discharge or flow from lawn watering, landscape irrigation, or other irrigation water;
- (7) A discharge of flow from a diverted stream flow or natural spring;
- (8) A discharge or flow from uncontaminated pumped ground water or rising groundwater;
- (9) Uncontaminated groundwater infiltration (as defined as 40 CFR 35.2005(2) to the MS4);
- (10) Uncontaminated discharge or flow from a fountain drain, foundation drain, crawl space pump, or footing drain;
- (11) A discharge or flow from air conditioning condensation that is not mixed with water from a cooling tower, emissions scrubber, emission filter, or any other source of pollutant;
- (12) A discharge or flow from a potable water source not containing any harmful substance or material from the cleaning or draining of a storage tank or other container;
- (13) A discharge or flow from individual residential car washing;
- (14) Routine external building wash down that does not include harmful levels of used in violation of the relevant label;
- (15) A discharge or flow from riparian habitat or wetland;
- (16) A discharge or flow from water used in street washing that is not contaminated with any soap, detergent, solvent, emulsifier, dispersant, or any other harmful cleaning substance used in violation of its label;



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- (17) Stormwater runoff from a roof that is not contaminated by any runoff or discharge from an emissions scrubber or filter or any other source of pollutant; or
- (18) Dechlorinated swimming pool discharges, subject to the requirements of Sec. 9-907.
- (19) Other similar occasional incidental discharges, such as non-commercial or charity car washes, where such discharges will not cause a problem due to the nature of the discharge or such controls as placed on the discharge by the Town.

**Sec. 9-906. - Specific Prohibitions**

No person shall dump, spill, leak, pump, pour, emit, empty, discharge, leach, dispose, or otherwise introduce or cause, allow, or permit to be introduced any of the following substances into the MS4, drainage infrastructure, conveyances, or waterways of the town:

- (1) Any used motor oil, antifreeze, hydraulic fluid, fuel, or other motor vehicle fluid;
- (2) Any industrial or hazardous waste, including household hazardous waste;
- (3) Any untreated sanitary sewage or septic tank waste;
- (4) Any grease trap waste, or grit trap waste;
- (5) Any litter or debris, as defined herein, not resulting from a storm event.
- (6) Any untreated wastewater from a commercial car wash facility, or from any washing or cleaning of any commercial or public service vehicle, including heavy equipment;
- (7) Any contaminated wastewater or wash water from commercial cleaning, power, or pressure wash processes or wash racks;
- (8) Any wastewater from the cleanup following a release of hazardous waste or pollutants;
- (9) Any discharge from a commercial or industrial cooling tower, condenser, compressor, or boiler unless the discharge is in compliance with an LPDES or NPDES permit;
- (10) Any concrete, mortar, ceramic, or asphalt base material;
- (11) Any discharge or wash down water from an animal, fowl, or livestock containment area;
- (12) Any unpermitted stormwater discharge associated with a commercial or industrial activity;
- (13) Any substance or material that will damage, block, or clog the MS4, drainage infrastructure, conveyances, or waterways of the town;
- (14) Any construction debris or other waste building material resulting from construction or demolition;

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- (15) Any sediment, silt, earth, soil, or other material associated with clearing, grading, excavation, filling, or other construction activities in violation of a permit allowing said construction activities;
- (16) Any direct discharge of pesticide, herbicide, and/or fertilizer contrary to relevant state or federal regulations;
- (17) Any discharge that causes or contributes to a violation of a water quality standard.

**Sec. 9-907. - Swimming pool regulation.**

The following restrictions apply to discharges associated with discharges from pools, hot tubs, spas, and filter backwash, which is a rinsate resulting from the cleaning of equipment, vehicles, tools, containers, cartridges, filters, etc.:

- (1) For uncontaminated discharge that cannot be retained on site for irrigation or other uses, a gradual discharge is required;
- (2) Discharge shall be dechlorinated with no detectable concentration of total residual chlorine, prior to discharge;
- (3) Discharge shall not drain or back up onto adjacent properties or across a sidewalk;
- (4) Discharge may not be drained into unpaved alleys.
- (5) Discharge shall not cause erosion or sediment transport;
- (6) Discharge shall not cause an accumulation of water in roadways or along curbs and shall not cause adverse impacts to drainage infrastructure, waterways, roadways, or adjacent properties.

**Sec. 9-908. - Used oil regulation.**

The following restrictions apply to used oil. No person shall:

- (1) Discharge used oil into the MS4 or a sewer drainage system, surface water, groundwater, or water course;
- (2) Knowingly mix or commingle used oil with solid waste that is to be disposed in a landfill or knowingly dispose of used oil on land or in a landfill;
- (3) Apply used oil to a road or land for solid suppression, weed abatement, or other similar use that introduces used oil into the environment.

**Sec. 9-909. - Discharge from dumpster area.**

All new construction of commercial facilities requiring suitable cleaning and supplies such as high-pressure pumps, hot water, steam, and detergents necessary for the effective cleaning of equipment and receptacles of solid waste collection must meet the following requirements:

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- (1) Liquid waste generated by the cleaning operations cannot be discharged into the MS4 without a valid NPDES permit;
- (2) Liquid waste generated by cleaning operations not meeting criteria in subsection (a) above must be discharged to the sanitary sewer. Stormwater runoff must be prevented from entering the sanitary sewer by means approved by the Town of Abita Springs; and
- (3) Discharge entering the sanitary sewer must meet local discharge limits found in Town ordinances. Discharges unable to meet these discharge limits must be pretreated on site to reduce pollutant concentration prior to discharging to the sanitary sewer.

**Sec. 9-910. - Stormwater discharges from construction activities.**

(a) General requirements.

- (1) Construction activity, including clearing, grading, and excavation activities that result in the disturbance of one or more acres of total land area shall comply with the requirements of this section. This also applies to building construction (including residential) on lots less than one acre.
  - (2) Upon completion of permitted construction activity on any site, the property owner and subsequent property owners will be responsible for continued compliance with the requirements of this section in the course of maintenance, reconstruction, or any other construction activity on the site.
  - (3) No development shall degrade water quality, adversely affect the MS4, drainage infrastructure, conveyances, or waterways.
  - (4) All construction projects involving site work of any kind, including but not limited to subdivision development, minor subdivision development, residential construction, commercial construction, and roadway construction shall comply with the requirements of Subdivision Ordinance Section 3.8 – Storm Drainage.
  - (5) All appropriate permits shall be obtained before the commencement of construction.
  - (6) Operators shall refer to guidance manuals such as the BMPs for Coastal Louisiana Zone for BMP definitions, selection, applicability, planning considerations, recommended specifications, and maintenance.
  - (7) The Town may deny approval of any building permit, site development plan, or any other town approval necessary to commence or continue construction, or to assume occupancy, on the grounds that the management practices described in the plans or observed upon the site inspection by the town are determined not to control and reduce the discharge of sediment, silt, earth, soil, and other material associated with clearing, grading, excavation, and other construction activities to the maximum extent practicable.
- (b) Exemptions. The following project types are exempt from the requirement for a stormwater agreement and stormwater site plan. These exemptions do not relieve the owner, operator, or other

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legal representative of the responsibility of installing and properly maintaining the erosion, sedimentation, or pollution control measures or any other liability resulting from such activities.

- (1) Capital projects or infrastructure improvement projects by town personnel (such projects shall comply with all other state, federal, and local stormwater permit requirements). This exemption does not apply to private contractors working on town projects;
  - (2) An activity that is determined by a town official to be immediately necessary for the protection of life, property, or natural resources;
  - (3) Excavation of graves in cemeteries;
  - (4) Agricultural practices such as plowing, cultivation, tree cutting, logging operations that leave the stump and root mat intact and cultivated sod operations. Agricultural projects shall comply with all other state, federal, and local stormwater, and water quality requirements.
- (c) Stormwater agreement.
- (1) It shall be the responsibility of the property owner or his designee to acquire and comply with any applicable LDEQ permits prior to the commencement of construction. An approved stormwater agreement is required for any development or improvement project that requires a building permit, site work permit or subdivision work order. This agreement, which is a document provided by the town, will serve as a signed contract with the town stating that the property owner or his/her designee agrees to obtain an LDEQ permit for construction, if applicable, and comply with all applicable LDEQ regulations during the term of the project.
  - (2) For subdivisions developed in phases, a stormwater agreement shall be submitted at the preliminary approval phase for each phase of the development.
- (d) Stormwater site plan.
- (1) A stormwater site plan is a component of the SWPPP as required by LDEQ. In an effort to ensure the owner, developer or contractor has a sufficient plan to address necessary stormwater controls before the commencement of construction, the town shall require a copy of the stormwater site plan at the time of building permit application. This information may be included on a plot plan depending on the complexity of the project.
  - (2) An approved stormwater site plan is required with submittal of any applicable building permit, site work permit or drainage plan for a subdivision. The site plan shall contain the following:
    - a. The property owner's name, address, date, legal description of parcel, lot number, and a boundary survey indicating the location, and dimensions of the lot;
    - b. The shape, size, and location of all existing and proposed buildings or other structures;
    - c. The location and approximate dimension of driveways, entrances, and all points of access to a public street or road;

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- d. Locations of areas subject to flooding or limits of floodplain, if applicable;
  - e. Total land area;
  - f. The locations of all existing and proposed streets, alleys, utilities, stormwater conveyances, drainage features, sanitary sewers and drainage, utility, or access easements/servitudes, specifically noting connections to town conveyance systems;
  - g. All existing and proposed impervious areas;
  - h. Natural or manmade watercourses;
  - i. All existing and proposed slopes, terraces, bulkheads, or retaining walls;
  - j. Erosion and sedimentation control plans or SWPPP;
  - k. Drainage and/or fill calculations as required by permit and/or ordinance;
  - l. Direction of flow indicators; and
  - m. Receiving water body for the ultimate discharge of stormwater from the site.
- (3) For a subdivision development, a stormwater site plan shall be submitted at the preliminary approval phase and will focus on stormwater management, water quality, and receiving waters.
- (e) Construction activity requirements. All operators of construction sites shall use best management practices to control and reduce the discharge, to the town's storm drainage system and to waters of the United States, of sediment, silt, earth, soil, and other material associated with the clearing, grading, excavation, and other construction activities to the maximum extent practicable. Such best management practices may include, but not be limited to, the following measures:
- (1) Ensuring that existing vegetation is preserved where feasible and that disturbed portions of the site are stabilized within 14 days of the temporary or permanent cessation of construction activities. Stabilization measures may include temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures;
  - (2) Use of structural BMPs to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from the site to the extent feasible;
  - (3) Minimization of the tracking of sediments off-site by vehicles, the generation of dust, and the escape of other windblown waste from the site. A stabilized construction entrance/exit pad shall be utilized to minimize the tracking of mud, clay, sediment, and other construction materials onto roadways and streets.
  - (4) Prevention of the discharge of building materials, including cement, lime, concrete, paints, and mortar, to the town's storm drainage system or waters of the United States. On-site containment or off-site disposal is required.

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- (5) Providing general good housekeeping measures, such as covered storage, storm drain protection, secondary containment, etc., to prevent and contain spills of paints, solvents, fuels, septic waste, and other hazardous chemicals and pollutants associated with construction, and to assure proper cleaning and disposal of any such spills, in compliance with state, federal, and local requirements; of a larger common plan of development.
- (6) Implementation of proper waste disposal and waste management techniques, including covered waste containers and concrete disposal bins and minimizing ground contact with hazardous chemicals and trash to prevent stormwater contamination.
- (7) Timely maintenance of vegetation, erosion and sediment control measures and other best management practices in good and effective operating condition; and
- (8) Installation of permanent structural measures during the construction process to control pollutants in stormwater discharges that will occur after construction operations have been completed (post-construction). These structural measures should be placed on upland soils to the degree attainable and shall comply with the requirements of Subdivision Ordinance Section 3.8 – Storm Drainage. Such installed structural measures may include, but not be limited to, the following: stormwater detention structures (including wet ponds); flow attenuation by use of open vegetative swales and natural depressions; other velocity dissipation devices, infiltration of runoff on site; and sequential systems which combine several practices. Operators of construction sites are only responsible for the installation and maintenance of permanent stormwater management measures prior to final stabilization of the site and are not responsible for maintenance after stormwater discharges associated with construction activity have terminated.
- (9) Installation, inspection, and maintenance of erosion and sediment BMPs shall be consistent with the effective operating conditions on the site. Operators are responsible for the installation and maintenance of stormwater BMPs until warranty obligations are met and/or occupancy certificates are issued.
  - a. As required by LDEQ permits, operators shall be responsible for overseeing self-inspections of all BMPs at construction sites as noted in the LDEQ permit.
  - b. Based on the results of the inspections, BMPs shall be maintained, revised, repaired, or replaced as necessary but prior to a future storm event.
  - c. The SWPPP or stormwater site plan shall be updated with any BMP revisions.
  - d. Any BMP modifications shall be recorded in the SWPPP and/or stormwater site plan within seven calendar days and implemented on site as soon as is practical.
  - e. The owner, contractor, and/or operator of a construction site is responsible for compliance with the requirements of this subsection (e).
- (10) Any owner of a site of construction activity, whether or not he/she is an operator, is jointly and severally responsible for compliance with the requirements in this section.

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- (11) The SWPPP, which shall include the stormwater site plan, and stormwater self-inspection and BMP maintenance reports shall be available on the construction site for inspections.
  - a. In accordance with LDEQ requirements, an NOI and SWPPP is required for large construction projects on five or more acres. This requirement includes any lot or parcel that is part of a larger common plan of development.
  - b. In accordance with LDEQ requirements, a SWPPP is required (but not an NOI) for all construction projects one acre or greater, but less than five acres, if not part
- (12) On phased subdivision developments, site disturbance shall be phased, when applicable, to limit soil erosion and sediment excursion. Final stabilization shall be accomplished prior to commencement of the next phase of development.
- (f) Stormwater inspections. Routine stormwater inspections will be performed by town stormwater inspectors in accordance with the applicable permitting processes or as needed. Fees associated with inspections/re-inspections will be in accordance with Sec. 9-14.
  - (1) The first stormwater inspection for each project shall be scheduled at the commencement of construction with the preliminary drainage inspection. The final stormwater inspection shall be scheduled at the completion of construction with the drainage final inspection.
  - (2) Re-inspections will be scheduled and performed as required.
  - (3) Unscheduled stormwater inspections and drainage inspections may be performed by the town at any point during the construction process.
  - (4) Based on the results of the inspections required by this section, the site description and/or the pollution prevention measures shall be revised as appropriate, but in no case later than one calendar day following the inspection. Such modifications shall provide for timely implementation of any changes to the SWPPP within seven calendar days (per the state stormwater general permit for small construction activities) following the inspection.
  - (5) Failure to correct inadequacies following a failed drainage and/or stormwater inspection may result in enforcement action.
- (g) Post-construction stormwater requirements.
  - (1) Post-construction permanent stormwater facilities. Permanent stormwater BMPs shall include both structural and non-structural BMPs.
    - a. Structural BMPs shall include, but are not limited to, retention/detention ponds, stormwater diversion structures, and filtration devices.
    - (i) Installation of permanent structural measures intended to control stormwater pollutants after the completion of a subdivision developments shall comply with the requirements of Subdivision Ordinance Section 3.8 – Storm Drainage.

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- (ii) Erosion, sedimentation, and pollutants shall be controlled after completion of the development process in accordance with the BMPs for Coastal Louisiana Zone manuals and/or current LDEQ and EPA guidelines for structural BMPs.
  - (iii) Structural stormwater controls for residential and commercial development shall continue to meet the performance standards as stipulated in the original design and approved by the town in accordance with this section.
- (2) Non-structural BMPs may include, but are not limited to, buffer zones, riparian buffers, and/or green space. Non-structural BMPs such as buffer zones, riparian buffers, and green space areas shall be established in accordance with all applicable state, federal, and local requirements to prevent water quality impacts to waterways and wetlands.
  - (3) Stormwater BMP maintenance. Routine inspection and maintenance of permanent and/or structural BMPs is necessary to ensure proper functioning condition in accordance with the original design criteria. It shall be the responsibility of the landowner, homeowner's association, or maintenance association, whichever is applicable, to maintain the facility in perpetuity unless the town has agreed to accept the improvements as part of the maintenance system in accordance with Subdivision Ordinance Section 3.101. Inspections by the town may be conducted to ensure maintenance is being performed. Failure to correct inadequacies following a failed inspection may result in enforcement action.

**Sec. 9-911. - Authorization to adopt and impose BMPs.**

The town may adopt and impose requirements identifying best management practices for any activity, operation, or facility, which may cause a discharge of pollutants to the storm drainage system. Where specific BMPs are required, every person undertaking such activity or operation, or owning or operating such facility shall implement and maintain these BMPs at their own expense.

**Sec. 9-912. - Public participation and involvement.**

- (a) Owner and/or operator reporting requirements. The operator and/or the owner of any commercial or industrial activity shall report any prohibited discharges, spills, releases, illicit discharges, and unauthorized connections into the MS4, drainage infrastructure, conveyances, or waterways in the town and any other violation of this section for which they are responsible.
  - (1) A hazardous and/or toxic substance spill or release shall be immediately reported to the fire department and LDEQ;
  - (2) Other instances where pollutants are discharged into the MS4, drainage infrastructure, conveyances, or waterways of the town by spill, release, illicit connections, or other means shall be reported to LDEQ and the town; and
  - (3) The owner of any commercial or industrial facility with a spill or release of pollutants, hazardous substances, or toxins is responsible for proper notification of the incident to all appropriate local, state, and federal agencies.



- (b) Citizen complaint reports. Anyone may report any spills, releases, illicit connections, or other instances of anyone discharging pollutants into the MS4, drainage infrastructure, conveyances or waterways of the town and any other violation of this section to the MS4 administrator or any person designated by the town to receive such citizen reports.
  - (1) Citizen stormwater complaints may be made verbally or in writing. A written record of each citizen report will be prepared and kept on file for a period of three years. Upon request, the town will inform the reporting citizen of any action taken in response to the citizen's report.
  - (2) When applicable, the town will report citizen complaints to the appropriate local, state, or federal agencies if a violation is confirmed upon investigation.

**Sec.9-913. - Violations and penalties.**

- (a) Any person found to be violating any provision of sections 9-901 through 9-911 of this Code shall be served by the town with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.
- (b) Any person who shall continue any violation beyond the time limit provided for in subsection a of this section shall be guilty of a misdemeanor, and on conviction thereof, shall be fined or imprisoned as provided in Section 1-108 of this Code.
- (c) Any person violating any of the provisions of sections 9-901 through 9-911 of this Code shall become liable to the town by reason of such violation.

**Sec. 9-914. - Charges and fees.**

The town may adopt reasonable fees for reimbursement of costs of constructing, operating, and maintaining the town's MS4, and for reimbursement of costs of implementing its stormwater management program as required by EPA or the state, and the cost of implementing this chapter, which costs may include, but are not limited to, the following:

- (a) Fees for monitoring, inspection, and surveillance procedures including the cost of collecting and analyzing discharges and reviewing monitoring reports submitted by dischargers;
- (b) Fees for spills and release reports and responding to spills and releases of oil, hazardous and extremely hazardous substances, and other pollutants;
- (c) Fees for the discharges of stormwater into the town's separate storm sewer system; and
- (d) Other fees as the town may deem necessary to carry out the requirements contained in this chapter. These fees relate solely to the matters covered by this chapter and are separate from all other fees, fines, and penalties chargeable by the town.