



# St. James Parish Council

P. O. Box 176  
Vacherie, Louisiana 70090  
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council@stjamesparishla.gov

**Alvin St. Pierre, Jr.**  
Chairman

**Vondra Etienne-Steib**  
Vice-Chairwoman

**Linda Hubbell**  
Secretary

September 15, 2020

Honorable Members  
St. James Parish Council

The St. James Parish Council will meet in regular session on Wednesday, September 16, 2020, at 6:30 p.m., in the Council Chambers of the Parish Courthouse in Convent.

Prior to the meeting at 6:00 p.m. the Council will meet as a Board of Review to hear protest from taxpayers on their 2020 assessments.

Please make every effort to attend.

Sincerely,

Linda Hubbell  
Secretary

cc: Parish President Pete Dufresne & Staff  
Assistant District Attorney Cody Martin  
The News Examiner/Enterprise  
The Morning Advocate  
L'Observateur

*Note: St. James Parish will provide, upon request, reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact 1-800-846-5277 (TDD), 1-800-947-5277 (Voice) or 562-2400 (Handicapped) to discuss the particular accommodation needed.*

<b>Alvin St. Pierre, Jr.</b>	<b>Jason Amato</b>	<b>Ryan Louque</b>	<b>Mason Bland</b>	<b>Clyde Cooper</b>	<b>Vondra Steib</b>	<b>Donald Nash</b>
District 1	District 2	District 3	District 4	District 5	District 6	District 7

**AGENDA**  
**ST. JAMES PARISH COUNCIL**  
**5800 Hwy 44, Convent, Louisiana**  
**WEDNESDAY, SEPTEMBER 16, 2020**

Based on the current State of Emergency and prior Proclamations made by the Governor of Louisiana regarding COVID-19 and the Proclamation of Health Emergency issued by the Parish President, St. James Parish Government and the St. James Parish Council has decided that in order to continue the necessary operations of government, but to also take into account the orders of the Governor, the guidance issued by the Louisiana Attorney General, and the recommendations of the CDC, **the St. James Parish Council will meet at its regularly scheduled time(s) in the Council Chambers in Convent, Louisiana on September 16, 2020 and September 30, 2020.** Said Council meetings are being held in Convent due to the larger size of its chamber and its greater capacity for members of the public to be present. The current Orders of the Governor limits the capacity allowed in certain public buildings at this time. Members of the public will be allowed to attend and participate in the meeting. If capacity in the chambers is reached, members of the public are asked to dial into the teleconference at (504) 326-1577 and enter Conference ID: 172 617 327#. You will be allowed to comment either in person or via teleconference during the Public Comment item of the agenda on any matter requiring a vote of the Council.

**6:00 P.M. – BOARD OF REVIEW**

**6:30 P.M.– REGULAR MEETING**

**I. CALL TO ORDER & ROLL CALL**

**II. PRAYER & PLEDGE**

**III. MINUTES**

1. Approval of the September 2, 2020 regular minutes

**IV. PRESIDENT’S REPORT**

- V. PUBLIC COMMENT** on any agenda item requiring a Council vote in accordance with La. R.S. 42:14.

**VI. PRESENTATION**

1. Corinne Van Dalen, Earthjustice Staff Attorney, Response to FG LA LLC’s (Formosa) letter regarding RISE St. James and Louisiana Bucket Brigade’s request that the parish rescind its land use approval for Formosa’s planned 14-plant chemical complex.

**VII. CORRESPONDENCE RECEIVED – None**

**VIII. APPOINTMENTS TO BOARDS AND COMMISSIONS**

1. Resolution appointing Cherish Jasmin as a District 5 Representative to the Keep St. James Parish Beautiful Board (Cooper)
2. Resolution reappointing Joellyn Hebert as the District 1 Representative to the St. James Parish Public Library Board (St. Pierre)

**IX. OLD BUSINESS**

1. Director’s Update
  - District 5 Alternate Access Route (Cooper)
  - North Vacherie Railroad Culvert Upgrade Project Status Update (Etienne-Steib)
  - Acquisition of Land for Multipurpose Building Update (Etienne-Steib)

**X. NEW BUSINESS**

1. Resolution to approve disbursement of payroll for the September 18, 2020 payroll (St. Pierre)
2. Resolution to approve disbursement of funds to pay pending current invoices and payables (St. Pierre)
3. Resolution changing the November 11, 2020 meeting of the St. James Parish Council to November 10, 2020 (Dufresne)
4. Resolution authorizing the St. James Parish President to sign and execute a contract with National Corrosion Service, Inc. for gas system consulting and operator qualification training (Dufresne)
5. Resolution authorizing the Parish President to accept the terms and agreement for the purchase of DOTD Vehicles for the operation of transit services for the Department of Human Resources, CAA (Dufresne)

6. Resolution authorizing St. James Parish to enter into an Intergovernmental Agreement with The St. James Parish School Board, Town of Lutcher, and Pontchartrain Levee District regarding the Buddy Whitney Drainage Improvement Project (Dufresne)

**XI. EXECUTIVE SESSION**

In accordance with La. R.S. 42:17(A)(10), discussion of Industrial Tax Exemption Program, including related legal counsel opinions and communications that are privileged under La. Code Evid. 506(B). (St. Pierre)

**XII. MOTION TO ADJOURN**

To view backup documentation please visit [www.stjamesla.com/agendacenter](http://www.stjamesla.com/agendacenter)

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**BOARD OF REVIEW AGENDA  
ST. JAMES PARISH COUNCIL  
Parish Courthouse, Convent, LA  
WEDNESDAY, SEPTEMBER 16, 2020**

**6:00 P.M. - BOARD OF REVIEW MEETING**

- I. CALL TO ORDER
- II. ROLL CALL
- III. PURPOSE
- IV. ASSESSOR'S REPORT TO THE BOARD OF REVIEW
- V. PROTESTS RECEIVED ON PROPERTY ASSESSMENTS - None
- VI. MOTION OF ACCEPTANCE OF 2020 ASSESSMENT
- VII. MOTION TO ADJOURN

The following resolution was offered and moved for adoption by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_:

**RESOLUTION 20-  
ST. JAMES PARISH COUNCIL**

**A RESOLUTION APPOINTING CHERISH JASMIN AS A DISTRICT 5  
REPRESENTATIVE TO THE KEEP ST. JAMES PARISH BEAUTIFUL BOARD**

WHEREAS, Ordinance 96-11 establishes the creation of the Keep St. James Parish Beautiful Board for St. James Parish and that the members of the board shall be appointed by the parish governing authority; and,

WHEREAS, it is the wishes of the Parish Council that Cherish Jasmin be appointed to the Keep St. James Parish Beautiful Board as a representative of District 5:

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Cherish Jasmin, 3959 Highway 18, Vacherie, LA 70090, is hereby appointed to the Keep St. James Parish Beautiful Board as a representative of District 5, said term to run concurrent with that of the members of the Parish Council.

And, the resolution was declared adopted on this, the 16th day of September 2020.

\_\_\_\_\_  
Council Chairman

\_\_\_\_\_  
Secretary

Delivered to Parish President: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

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

Returned to Secretary on \_\_\_\_\_

At \_\_\_\_\_ AM/PM

Received by \_\_\_\_\_

\* \* \* \* \*

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 16th day of September 2020.

Signed at Vacherie, Louisiana, this 17th day of September 2020.

( S E A L )

\_\_\_\_\_  
Linda Hubbell  
Secretary

The following resolution was offered and moved for adoption by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_:

**RESOLUTION 20-  
ST. JAMES PARISH COUNCIL**

**A RESOLUTION REAPPOINTING JOELLYN HEBERT AS THE DISTRICT 1 REPRESENTATIVE TO THE ST. JAMES PARISH PUBLIC LIBRARY BOARD**

WHEREAS, R. S. 25:214 states in part that a public library shall be governed by a Board of Control and the members of said Board shall be appointed by the Parish Council; and,

WHEREAS, the term of Joellyn Hebert, District 1 Representative, has expired; and,

WHEREAS, it is the wishes of the Parish Council that Mrs. Hebert be reappointed as the District 1 representative:

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Joellyn Hebert, 525 N. Montz Street, Gramercy, LA 70052, is hereby reappointed as the District 1 representative to the St. James Parish Public Library Board for a term of five (5) years, with said term to expire in September 2025.

The resolution was declared adopted on this, the 16th day of September 2020.

\_\_\_\_\_  
Council Chairman

\_\_\_\_\_  
Secretary

Delivered to Parish President: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

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

Returned to Secretary on \_\_\_\_\_

At \_\_\_\_\_ AM/PM

Received by \_\_\_\_\_

\* \* \* \* \*

C E R T I F I C A T E

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Signed at Vacherie, Louisiana, this 17th day of September 2020.

(S E A L)

\_\_\_\_\_  
Linda Hubbell  
Secretary

The following resolution was offered and moved for adoption by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_:

**RESOLUTION 20-  
ST. JAMES PARISH COUNCIL**

**A RESOLUTION TO APPROVE DISBURSEMENT OF PAYROLL FOR THE  
SEPTEMBER 18, 2020 PAYROLL**

WHEREAS, the employee payroll is September 18, 2020 and said payroll is reflected in the payroll disbursement report presented to the Parish Council with this Resolution.

WHEREAS, according to the Home Rule Charter, Article III §C(2)(a)(v), all checks and warrants drawn against the parish treasury shall be approved by a majority vote of the St. James Parish Council and the Parish Council by Resolution authorizes the administration to execute, sign or countersign any such check or draft in accordance with said provision.

THEREFORE, BE IT RESOLVED, that the St. James Parish Council does hereby approve disbursement of the September 18, 2020 payroll and further authorizes the Parish President and Director of Finance to execute all necessary documents, including but not limited to wire transfer forms with financial services institutions, to perfect the disbursement of payroll.

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

YEAS:  
NAYS:  
ABSTAIN:  
ABSENT:

And the resolution was declared adopted on this, the 16th day of September 2020.

\_\_\_\_\_  
Council Chairman

\_\_\_\_\_  
Secretary

Delivered to Parish President: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

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

Returned to Secretary on \_\_\_\_\_

At \_\_\_\_\_ AM/PM

Received by \_\_\_\_\_

\* \* \* \* \*

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 16th day of September 2020.

Signed at Vacherie, Louisiana, this 17th day of September 2020.

(S E A L)

\_\_\_\_\_  
Linda Hubbell  
Secretary

The following resolution was offered and moved for adoption by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_:

**RESOLUTION 20-  
ST. JAMES PARISH COUNCIL**

**A RESOLUTION TO APPROVE DISBURSEMENT OF FUNDS TO PAY  
PENDING CURRENT INVOICES AND PAYABLES**

WHEREAS, invoices payable to vendors, employees and other reimbursements due and all other current payables to be processed this week; and

WHEREAS, according to the Home Rule Charter, Article III §C(2)(a)(v), all checks and warrants drawn against the parish treasury shall be approved by a majority vote of the St. James Parish Council and the Parish Council by Resolution authorizes the administration to execute, sign or countersign any such check or draft in accordance with said provision.

THEREFORE, BE IT RESOLVED, that the St. James Parish Council does hereby approve the disbursement of funds per the distribution report presented to the Parish Council reflecting the pending current invoices and other payables as of Thursday, September 17, 2020.

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

YEAS:  
NAYS:  
ABSTAIN:  
ABSENT:

And the resolution was declared adopted on this, the 16th day of September 2020.

\_\_\_\_\_  
Council Chairman

\_\_\_\_\_  
Secretary

Delivered to Parish President: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

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

Returned to Secretary on \_\_\_\_\_

At \_\_\_\_\_ AM/PM

Received by \_\_\_\_\_

\* \* \* \* \*

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 16th day of September 2020.

Signed at Vacherie, Louisiana, this 17th day of September 2020.

(S E A L)

\_\_\_\_\_  
Linda Hubbell  
Secretary

The following resolution was offered and moved for adoption by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_:

**RESOLUTION 20-  
ST. JAMES PARISH COUNCIL**

**A RESOLUTION RESCHEDULING THE NOVEMBER 11, 2020 MEETING OF  
THE ST. JAMES PARISH COUNCIL TO NOVEMBER 10, 2020**

WHEREAS, The Code of Ordinances, Chapter 2, Article II, Section 2-36 provides the meeting schedule for the Council unless the Council desires otherwise to revise same.

WHEREAS, The St. James Parish Council desires to temporarily revise its meeting schedule and as such, reschedule the **November 11<sup>th</sup>** meeting to **November 10<sup>th</sup>** and shall provide the public proper notice in compliance with the La. Open Meetings Law (La. R.S. 42:1 et seq.) and this revision shall not be permanent.

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that the **November 11, 2020** council meeting is rescheduled for **November 10, 2020**, in the Council Chambers of the Parish Courthouse in Convent, LA, at 6:30 p.m.

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

YEAS:  
NAYS:  
ABSTAIN:  
ABSENT:

And the resolution was declared adopted on this, the 16th day of September 2020.

\_\_\_\_\_  
Council Chairman

\_\_\_\_\_  
Secretary

Delivered to Parish President: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

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

Returned to Secretary on \_\_\_\_\_

At \_\_\_\_\_ AM/PM

Received by \_\_\_\_\_

\* \* \* \* \*

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 16th day of September 2020.

Signed at Vacherie, Louisiana, this 17th day of September 2020.

(S E A L)

\_\_\_\_\_  
Linda Hubbell  
Secretary

The following resolution was offered and moved for adoption by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_:

**RESOLUTION 20-  
ST. JAMES PARISH COUNCIL**

**A RESOLUTION AUTHORIZING THE ST. JAMES PARISH PRESIDENT TO SIGN AND EXECUTE A CONTRACT WITH NATIONAL CORROSION SERVICE, INC. FOR GAS SYSTEM CONSULTING AND OPERATOR QUALIFICATION TRAINING**

WHEREAS, St. James Parish desires to enter into a professional services contract with National Corrosion Service, Inc. for gas system consulting and operator qualification training; and,

WHEREAS, the Scope of services to be provided under the contract will be defined through Exhibit A attached to the contract signed by both parties; and,

WHEREAS, the compensation to the provider for these services shall not exceed \$60,000.00.

BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter A. Dufresne, is hereby duly authorized and empowered on behalf of the St. James Parish Council to execute a contract with National Corrosion Service, Inc. for gas consulting and operator qualification training.

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

YEAS:  
NAYS:  
ABSTAIN:  
ABSENT:

And the resolution was declared adopted on this, the 16th day of September 2020.

\_\_\_\_\_  
Council Chairman

\_\_\_\_\_  
Secretary

Delivered to Parish President: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

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

Returned to Secretary on \_\_\_\_\_

At \_\_\_\_\_ AM/PM

Received by \_\_\_\_\_

\* \* \* \* \*

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 16th day of September 2020.

Signed at Vacherie, Louisiana, this 17th day of September 2020.

(S E A L)

\_\_\_\_\_  
Linda Hubbell  
Secretary

**MASTER CONTRACT  
for  
PROFESSIONAL SERVICES**

**BE IT KNOWN** that on this 9<sup>th</sup> day of September, 2020,

**St. James Parish Government**, by and through the Office of the Parish President (hereinafter sometimes referred to as the "Parish"), as approved by Resolution adopted by the Parish Council of St. James;

And

**National Corrosion Service, Inc.** qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") and authorized to enter into this contract;

do hereby enter into contract under the following terms and conditions:

NOTE: This Contract or Agreement governs the relationship and rights between the Parties. While there may be other Documents (for example, General Conditions) which might exist between the Parties, those documents **do not** control in the event or to the extent that there is any conflict or contradiction with the terms of this Agreement or Contract. In the event that there is any conflict between the terms of this Agreement/Contract and any other document between the parties, **THE PARTIES AGREE THAT THIS AGREEMENT/CONTRACT SHALL CONTROL AND GOVERN.**

**1. SCOPE OF SERVICES**

A. The Scope of services to be provided by the Provider may be entered as a scope document, Task Order, or written proposal signed by both parties to this contract. The Scope shall be attached hereto as Exhibit A and made a part hereof as if written herein in full. All work shall be under the direction of Beau Rodrigue St. James Parish Operations Department, hereinafter called the **PROJECT MANAGER**, and all plans, specifications, and the like shall be submitted to him, and all approvals and administration of this contract shall be through him.

B. The compensation to the Provider for these services shall not exceed **\$ 60,000.00**

**2. TERM OF CONTRACT**

A. Work shall begin by the Provider within fifteen (15) days of the signature of the document unless the Project Manager and the Provider agree in writing to another specified date.

B. Unless otherwise provided or renewed by the Parish Council, this Agreement shall have term of (3) years starting September 9, 2020.

B. This Professional Services Contract shall terminate as follows:

1. As per the terms and conditions of Paragraph 9, and/or
2. As per operation of law, and/or
3. As per agreement between the parties, and/or
4. As per the Parish Charter.

### 3. DOCUMENTS

A. The Provider shall also furnish sufficient sets of plans, specifications & contract documents.

B. All data collected by the Provider and all documents, notes, drawings, tracings, and files shall remain the property of the Owner except as otherwise provided herein. The Provider shall furnish to the PROJECT MANAGER originals of any project documents used in completion of the project or in any way related to this project to the Project Manager.

C. The Owner shall furnish without charge all standard plans and specifications and any other information which the Owner now has in its files which may be of use to the Provider. Provider has the duty to and must confirm and verify all information contained therein.

D. **Construction Documents.** The Provider shall use the most current version of the standard forms of documents adopted and specified by the Owner in the performance of the Contract, all as of the date of the signing of this contract. Notwithstanding anything to the contrary in any other provision of this contract, none of the contract documents provided by the Owner are or will become the property of the Provider but shall remain the property of the Owner to the extent the Owner has a property interest therein.

E. Notwithstanding any Section hereinafter, there will be retention of all related records:

- (1) All records, reports, documents and other material delivered or transmitted to Provider by Parish shall remain the property of Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or expiration of this contract. All records, reports, documents, exhibits or other material related to this contract and/or obtained or prepared by Provider in connection with the performance of the services contracted for herein shall become the property of Parish, and shall be returned by Provider to Parish,

at Provider's expense, at termination or expiration of this contract.

- (2) The Parish and Provider acknowledge and agree that the Parish has the right to review retain all records, reports, worksheets or any other material of either party related to this contract. Provider further agrees that Provider will furnish to the Parish copies of any and all records, reports, worksheets, bills, statements or any other material of Provider or Parish related to this contract.
  - (3) Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.
  - (4) Provider shall retain all of its records and supporting documentation applicable to this contract with the Parish for a period of five (5) years after termination of the contract in accordance with state law, except as follows:
    - (a) Records that are subject to Federal Funds and/or audit findings shall be retained for five (5) years after such findings have been resolved and close out has been issued.
    - (b) All such records and supporting documentation shall be made readily available for inspection, copying or audit by representatives of the Parish. In the event the Provider goes out of existence, it shall turn over to the Parish all of its records relating to this contract to be retained by the Parish for the required period of time.
- F. In the event there is re-use of any documents created by Provider, Provider invokes the privileges afforded it as per La. Revised Statute R.S. 38:2317.
- G. The Parish agrees not to use Provider's work product on any other project without the express written notice to the Provider.
- H. All of Provider's pre-existing or proprietary computer programs, software, information, standard details or material developed by Provider outside of this agreement shall remain the exclusive property of the Provider.
- I. All data used in preparing and as a result of analysis performed for the purpose of this contract shall be submitted to the Parish as a final deliverable upon completion. The format shall be on media of USB flash drive or DVD. All drawing data shall be provided in formats applicable to the profession. GIS data shall be provided in Shapefiles. Engineering and Architecture plans shall be provided in AutoCAD.

Collected data shall be in excel. The Parish reserves the right to request the data in a separate format upon the need arise due to software compatibilities. Final payment of the contract will be withheld until the electronic files are provided.

**4. PAYMENT OF ALL FEES AND ALL EXPENSES**

This Section shall apply to all payments that may be due Provider by Owner. The Scope shall set out the payment schedule.

**A. IF ON AN HOURLY BASIS:**

1. Notwithstanding any section herein or the Scope, all invoices submitted covering services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual delineated incrementally to the tenth of the hour, their classifications and a detailed description of the work performed. Where there is payment based upon an hourly rate for all services outlined in each task of work, the Parish shall pay the Provider in accordance with the rate schedule established in this contract. All other services shall disclose and be invoiced monthly according to percentage of work completed. Provider agrees to submit, at the end of each calendar month, a written & detailed itemization of all work performed listing time by date the work performed by hours with specific reference to the nature of the work performed (e.g., drafting of plans, review of files, etc.). Payments to the Provider for services shall be made monthly upon presentation of the invoice for work performed during the preceding month.
2. Unless otherwise authorized in writing, fees will not be paid for research, photocopies at more than \$.15 (fifteen cents) per copy on copies less than 11 x 17 and copies larger than 11 x 17 shall be charged on a reasonable basis. Additionally, if mileage is to be paid to the Provider, the Parish will only pay the state authorized rate.
3. There shall be no fees charged by, nor paid to, Provider for consultation with the Parish, except with the expressed written authorization; there shall be no payment to Provider for secretarial time, attendance at public meetings and travel time for consultation with the Parish without the expressed written pre-approval of the Parish.
4. Invoices for services shall be submitted by Provider to the Operations DEPARTMENT for review and approval:

St. James Parish Government  
P.O. Box 106  
Convent, LA 70723

- a. All invoices must describe the Parish Project.
  - b. All billings by Provider for services rendered shall be submitted in writing.
  - c. Provider shall be reimbursed for reasonable out-of-pocket expenses. Any out-of-pocket expense in excess of \$250.00 shall be pre-approved by PROJECT MANAGER. Failure by Provider to obtain pre-approval from PROJECT MANAGER of expenditures in excess of \$250.00 shall constitute grounds for denial of payment.
  - d. Out of state or parish travel time, only and specifically at the direction and for the convenience of the PROJECT MANAGER, is billable as services if done during normal working hours and if it does not cause service charges for the day to exceed eight hours. Travel time shall likewise be pre-approved by the PROJECT MANAGER.
  - e. Provider agrees to comply with the instructions when submitting invoices.
  - f. Provider hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be said Provider's obligation and identified under Federal Tax Identification Number as listed in the Scope.
5. The Parish agrees to make payment to Provider for services upon receipt and approval of each invoice. The Parish will pay Provider the amount due and payable within thirty (30) days or unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed, the Parish may withhold payment of any invoice until a successful and satisfactory resolution can be had between the parties. Parish agrees to not unreasonably withhold payments of any invoice.
6. Other than the fee schedule herein, there will be absolutely no additional fees due Provider to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employees' salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

**B. IF ON A LUMP SUM BASIS**

Where there is payment based upon a lump sum fee for all services outlined herein and any other services required for this project, except as set out herein, the Parish

shall pay the Provider a basic lump sum fee as negotiated and agreed upon by both parties in the Scope.

**5. NON-ASSIGNABILITY**

Provider shall not assign nor transfer any interest in this contract (whether by assignment or novation) without prior written consent of the Parish, provided however, that claims for money due or to become due to the Provider from the Parish under this contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

**6. BUDGET LIMITATION**

- A. The Parish shall determine the budget for this project, and the Parish shall advise the Provider of the budget limitation in writing. The Provider shall use its best judgment and expertise to design this project within the proposed budget. Any subsequent budget revisions shall be confirmed in writing.
- B. It is the responsibility of the Provider to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. Provider understands and specifically warrants that it assumes the sole responsibility to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. In providing opinions of probable construction cost, the Parish understands that the Provider has no control over costs and price of labor, equipment or materials or over the general Contractor's method of pricing, and that the opinion of probable costs provided herein are made on the basis of the Provider's qualifications and experience.
- C. The continuation of this contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the contract. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other related contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**7. INSURANCE**

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and the Parish from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish of St. James, in writing, on all of the required coverage provided to St. James Parish. Where possible, all policies and notices should name the Provider and Parish. The Parish may examine the policies at any time.
- B. All policies and certificates of insurance shall contain the following clauses:
1. The Provider's insurers will have no right of recovery or subrogation against the Parish of St. James, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
  2. The Parish of St. James shall be named as additional named insured with respect to automobile and general liability.
  3. The insurance companies issuing the policy or policies shall have no recourse against the Parish of St. James for payment of any premiums or for assessments under any form of policy.
  4. Any and all deductible in the described insurance policies shall be assumed by and be at the sole risk of the Provider.
- C. Prior to the execution of this agreement, the Provider shall provide at its own expense, proof of the following insurance coverage required by the contract to the Parish of St. James by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than B+.
1. Workers compensation Insurance: As required by Louisiana State Statute exception; employer's liability shall be at least \$500,000 per occurrence.
  2. Commercial General Liability Insurance with a Combined Single Limit of at least One Million Dollars (\$1,000,000.00) per Occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:
    - a) Premises - operations;

- b) Broad form contractual liability;
  - c) Products and completed operations;
  - d) Personal Injury;
  - e) Broad form property damage;
  - f) Explosion, collapse, and underground coverage. Not needed for design
3. Business Automobile Liability Insurance with a Combined Single Limit of \$500,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:
- a) Any automobiles;
  - b) Owned automobiles;
  - c) Hired automobiles;
  - d) Non-owned automobiles;
  - e) Uninsured motorist.
4. An umbrella policy or excess policy may be used to meet minimum requirements.
5. The Provider shall also secure and maintain at its expense professional liability insurance in the sum of at least One Million Dollars (\$1,000,000.00) per claim.
6. All policies of insurance shall meet the requirements of the Parish of St. James prior to the commencing of any work. The Parish of St. James has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the Parish of St. James as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of St. James, the Provider shall promptly obtain a new policy, timely submit same to the Parish of St. James for approval and submit a certificate thereof as provided above. The Parish agrees to not unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize said carrier, Provider shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.

7. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish of St. James, may be forthwith declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.
  8. **WAIVER:** Except as otherwise provided by law, the coverage requirements of this section may be waived in whole or in part on agreements under \$50,000.00, and the Parish is authorized to use its discretion in regard to insurance requirements for such contracts. Except as otherwise provided by law, the Parish President or the Parish Chief Administrative Officer is authorized to omit in whole or in part the insurance requirements of this section in connection with such contracts.
- D. Provider shall maintain a current copy of all annual insurance policies and provide same to the Parish of St. James on an annual basis or as may be reasonably requested.

## 8. OTHER TERMS AND CONDITIONS

- A. **Licenses and Commissions.** The Provider shall, at all times during the term of this contract, maintain valid Louisiana licenses and commissions as are customarily required of such a Provider, including but not limited to those that may be required by this State and/or Parish. The Provider agrees to renew and or keep current all licenses and commissions herein. The Provider agrees to maintain a copy of all such licenses or commissions on file at all time and make same available for review as may be reasonably requested by the Parish of St. James.
- B. The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the Baton Rouge Metropolitan area including the parishes surrounding St. James Parish. In the event the Parish must have work done by change order or addition resulting from an error or omission by the Provider, Provider shall provide, at no cost to Parish, all professional services attributable to the change order. This is in addition to Parish's right to recover from Provider any damages for its errors and omissions.
- C. The Provider shall defend, indemnify, and hold the Parish harmless from against any and all actions, claims, demands, complaints, or lawsuits of any kind (whether in tort or in contract) for any sums of money, costs, liabilities, judgments, fines, or

penalties asserted or alleged by any person, party, entity, firm, for any damage, injury, claim, or cause of action (of any kind) including, but not limited to, pecuniary and non-pecuniary damages/losses to person or property which are alleged to have been caused by or which were caused by or (wholly or partially), which grow out of, which arise from, or which result from any negligent acts, errors, or omissions by Provider, its agents, servants, or employees while engaged in connection with services required to be performed by the Provider under this agreement. This paragraph is to be broadly interpreted to include any and all causes of action which result wholly or partially from the negligent conduct of the Provider.

- D. This agreement shall be binding upon the successors and assigns for the parties hereto.
- E. This agreement represents the entire Agreement between Parish and Provider.
- F. If there is any dispute concerning this agreement, the laws of Louisiana shall apply. The exclusive venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the 23rd Judicial District Court for the Parish of St. James, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. James shall apply.
- G. In the event that the Provider modifies the Parish's contract documents without the expressed prior written consent of the Parish, the Provider shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the Provider's deviation from the Parish's contract documents.
- H. Provider agrees to a covenant against contingent fees. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this contract without liability.
- I. This contract may be amended only by mutual written consent of the respective parties.

- J. Third Party Beneficiary: it is specifically agreed by and between the parties to this contract that no person or party is intended, deemed, considered, or construed to be a third-party beneficiary of this contract.
- K. Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- L. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
- M. Severability: if any provision or item in this contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this contract are hereby declared severable.
- N. It is specifically understood that the terms "agreement" and "contract" may be used interchangeably. It is specifically understood that the terms "Owner", "PROJECT MANAGER" and "Parish" and "the Parish of St. James" may be used interchangeably.
- O. Conflict of Interest: it is understood and agreed between the parties hereto that Provider is not retained exclusively by the Parish but that the Parish may retain other Providers during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the Parish and other parties who have engaged Provider, the Provider agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to the Parish, nor will Provider take any action on behalf of the Parish directly adverse to any other client.
- P. Provider warrants that Provider is qualified to perform the intended purposes of this agreement. In the event that Provider becomes not fit nor qualified for any reason whatsoever, then Provider agrees to withdraw from work herein at no cost to the Parish. In the event that the Parish determines that Provider is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, then Provider agrees to withdraw from this agreement.
- Q. Provider specifically agrees and understands that Provider shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.
- R. Provider agrees to ensure that its personnel are, at all times, educated and trained,

and further, that Provider and its personnel will perform all work and services in a workmanlike and professional manner.

- S. Provider recognizes and understands that time is of the essence. Provider agrees to perform and provide services in accordance with this agreement and all incorporated attachments.
- T. Provider shall be responsible for any and all losses and damages suffered or incurred by the Parish, including but not limited to all costs, attorney's fees, out of pocket expenses, any & all Parish employee time, and any other expenditure by the Parish to defend, remedy, repair, replace, correct, or cure any condition or liability created or arising out of the negligent actions or negligent omissions to act of the Provider, its agents, officer, servants, or employees. This includes the payment of any cost or fees of any type or kind incurred by the Parish in defending any lawsuit, complaint, claim, claim filed or arising out of the negligent action or negligent omission to act of the Provider.
- U. Provider agrees that it will be responsible for all of its own actual and reasonably related expenses for its on-site & off-site office work. Provider further agrees that Parish will not be responsible for or in any way liable for Provider's payroll costs, indirect or direct expenses, overhead, or any other amounts associated with Provider's business other than the specific fees & authorized costs generated under the terms of this agreement.

**9. TERMINATION AND SUSPENSION**

**A. Termination for Cause**

The Parish may terminate this Contract for cause based upon the failure of the Provider to comply with the terms and/or conditions of the Contract, provided that the Parish shall give the Provider written notice specifying the failure. If within thirty (30) days after receipt of such notice, the Provider shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its sole and exclusive option, place the Provider in default and this contract shall terminate on the date specified in such notice. Work to be performed during this 30-day period shall not proceed without the actual knowledge of the Parish and specifically supervised by the Parish. Any work performed by Provider during this period without the actual knowledge of the Parish and not under the supervision of the Parish shall not be compensated nor honored; Provider specifically waives and forfeits any and all claims to payment, compensation, quantum merit, and/or reimbursement from the Parish of any work performed during this period in violation of this paragraph. Provider agrees and understands specifically that satisfactory performance shall be unilaterally and exclusively

determined by the Parish.

**B. Termination for Convenience**

Notwithstanding any other section herein, the Parish may terminate this contract at any time for any reason whatsoever by giving thirty (30) days written notice to the Provider. The Provider shall be entitled to payment pursuant to Paragraph E below.

**C. Right to Cancel**

(1) The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that the paragraph below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

**D. Additional Causes for Termination or suspension:**

1. By mutual agreement and consent of the parties hereto.
2. By the Parish as a consequence of the Provider's failure to comply with the terms, progress or quality of work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider.
3. By either party upon failure of the opposing party to fulfill its obligations as set forth in this contract, provided that written notice of said non-fulfillment is given to the opposing party and said obligation is not properly fulfilled within fifteen (15) days of said notice.
4. In the event of the abandonment of the project by the Parish.
5. A Stop Work Order can be immediately issued by the Parish if they deem it necessary to protect the health, safety, and welfare of the community.

**E.** Upon termination, the Provider shall be paid for actual work performed prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed.

**F.** Upon termination, the Provider shall deliver to the Parish all original documents,

notes, drawings, tracings, computer files, and files except the Provider's personal and administrative files.

- G. Should the Parish desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) day notice given by the Parish to that effect, and the work may be reinstated and resumed in full force & effect upon receipt from the Parish of thirty (30) day notice in writing to that effect. Provider shall receive no additional compensation during the suspension period. The parties agree to revisit the terms of this contract during the suspension period which shall not exceed six (6) months, unless mutually agreed upon.
- H. There is a right to cancel by the Parish by giving thirty (30) day notice to Provider and paying undisputed fees due for services on that portion of the work that has been satisfactorily, timely and/or professionally completed, all in the exclusive discretion of the Parish at any time herein.
- I. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- J. As to the filing of bankruptcy, voluntarily or involuntarily, by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

## **10. AUDITORS**

Notwithstanding other Sections herein, Provider shall maintain all records for a period of three years after the date of final payment under this contract. It is hereby agreed that the Parish Department of Finance or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of Provider which relate to this contract. Such audit may be commenced at any reasonable time. Provider agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit. If in the exclusive and unilateral opinion of the Parish that Provider delays, retards, interferes with or otherwise interrupts such an audit, the Parish may seek such relief as per law. In such an event, Provider agrees to be liable for all reasonable attorney fees, costs of auditors,

court costs, and any other reasonably related expenses with such litigation.

**11. DISCRIMINATION CLAUSE**

Provider agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. Provider agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract. Provider agrees to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. Provider warrants and guarantees that it is an Equal Employment Opportunity employer. In all hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veterans status; and where applicable, affirmative action will be taken to ensure that Provider's employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

**12. INDEPENDENT CONTRACTOR**

- A. While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Provider arising from the performance of its services under this agreement. The Provider shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.
- B. Provider hereby agrees to be responsible for payment of taxes from the funds thus

received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment taxes in lieu thereof) and any other applicable federal or state unemployment taxes. Provider agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of Provider as independent contractor.

- C. Provider further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.
- D. Provider agrees and acknowledges that it (and its employees) is an **independent contractor** as defined in R.S. 23: 1021 (or any other provision of law) and as such nothing herein shall make Provider an employee of the Parish nor create a partnership between Provider and the Parish.
- E. Provider acknowledges exclusion of Workmen's Compensation Coverage. Provider acknowledges of the exclusion of Unemployment Compensation coverage.
- F. Provider agrees to a waiver of any and all sick and annual benefits from the Parish. It is expressly agreed and understood between the parties entering into this personal service contract, that Provider, acting as an independent agent, shall not receive any sick and annual leave from the Parish.

### 13. NOTICES

All notices shall be by certified mail, return receipt requested, and sent to the following individuals at the following addresses. Changes of person and addresses are to be exchanged in a like manner:

Parish of St. James: Office of the Parish President  
P.O. Box 106  
Convent, LA 70723

Provider:

### 14. AUTHORITY TO ENTER CONTRACT

The undersigned representative of Provider warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this contract on behalf of the corporate entity. The undersigned parties warrant and represent that they each have the respective authority and permission to enter this agreement. The Parish shall require, as an additional provision, that Provider provide a certified copy of a corporate resolution

authorizing the undersigned to enter and sign this agreement in the event that Provider is a member of a corporation, partnership, LLC, LLP, and any other juridical entity.

This agreement is executed in two (2) originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

WITNESSES

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

WITNESSES

*Mackelin Lilibert*  
\_\_\_\_\_

*Melanie Maria*  
\_\_\_\_\_

\_\_\_\_\_  
Title: Parish President  
**St. James Parish Government**  
Date: \_\_\_\_\_

*George E. Mouldoux, Jr.*  
\_\_\_\_\_

Title: President

Name: George E. Mouldoux, Jr.  
Date: September 9, 2020

National Corrosion Service, Inc. fee schedule is as follows:

1. Daily rate is \$680.00 plus mileage at the IRS mileage rate.
2. Operator Qualification Courses are \$55.00 per course.
3. Regulation Compliance Materials prices will be proposed and performed under fan approved Purchase Order.

The following resolution was offered and moved for adoption by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_:

**RESOLUTION 20-  
ST. JAMES PARISH COUNCIL**

**A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ACCEPT THE TERMS AND AGREEMENT FOR THE PURCHASE OF DOTD VEHICLES FOR THE OPERATION OF TRANSIT SERVICES FOR THE DEPARTMENT OF HUMAN RESOURCES, CAA**

WHEREAS, the St. James Parish Council did file an application for the purchase of replacement vehicles with the DOTD and was approved,

WHEREAS, the total cost of the project will be \$361,570.00 for the purchase of four replacement accessible, (2) sixteen passenger, two wheelchair space vehicles (16-2B), (2) twelve passenger, two wheelchair space vehicle (12-2B) and one expansion accessible, (1) twelve passenger, two wheelchair space vehicle (12-2B).

WHEREAS, as specified in the DOTD's approval of the Grantee's Application the DOTD is obligated to pay 85% of the total cost of the project with a maximum federal limitation of \$307,334.50.

WHEREAS, DOTD will utilize Parish Transportation Funds for a 2.3% portion of the local match,

WHEREAS, the grantee is therefore obligated to pay the balance of \$45,919.40 (12.7% of the total project cost) with local funds, and

WHEREAS, the grantee agrees that the project equipment shall be used for transportation services for the rural general public within the service areas described in the application:

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, upon the recommendation of the Parish President's Office, that local match of \$45,919.40 will be used to purchase replacement DOTD vehicles for the St. James Parish Department of Hunan Resources, CAA Transit program.

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

- YEAS:
- NAYS:
- ABSTAIN:
- ABSENT:

And the resolution was declared adopted on this, the 16th day of September 2020.

\_\_\_\_\_  
Council Chairman

\_\_\_\_\_  
Secretary

Delivered to Parish President: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

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

Returned to Secretary on \_\_\_\_\_

At \_\_\_\_\_ AM/PM

Received by \_\_\_\_\_

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 16th day of September 2020.

Signed at Vacherie, Louisiana, this 17th day of September 2020.

(S E A L)

\_\_\_\_\_  
Linda Hubbell  
Secretary

**STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
PUBLIC TRANSPORTATION SECTION**

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**STATE PROJECT NO. RU-18-99-21  
PUBLIC TRANSPORTATION CAPITAL ASSISTANCE PROGRAM  
FOR THE NON-URBANIZED AREA  
OF ST. JAMES PARISH, LOUISIANA  
(CATALOG OF FEDERAL DOMESTIC ASSISTANCE NO. 20.509)**

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THIS AGREEMENT, made and executed in two (2) original copies on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Department of Transportation and Development, hereinafter referred to as "DOTD", and the **St. James Parish Government**, a political subdivision of the State of Louisiana providing public transportation services within the non-urbanized portion of the service area, hereinafter referred to as the "Grantee";

WITNESSETH, That;

WHEREAS, public financial resources have been made available to the State of Louisiana under authority of Title 49 of the U.S.C. Section 5311 and/or 5339 for the purpose of providing financial assistance for public transportation in non-urbanized areas of the State; and

WHEREAS, the DOTD has been designated by the Governor of the State of Louisiana as the agency responsible for the administration and coordination of this program for the State; and

WHEREAS, the DOTD has developed a set of guidelines relating to the procedures that must be adhered to by the Grantee before receiving any financial assistance under this program; and

WHEREAS, the purpose of this agreement is to establish a formal understanding between the two parties that the terms and conditions set forth in the guidelines will be followed;

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

### **ARTICLE I - PROJECT IDENTIFICATION**

State Project No. **RU-18-99-21** has been assigned to this project involving public transportation services to the citizens in the non-urbanized area of **St. James Parish** as described in the Grantee's application herewith incorporated by reference. These project numbers are for record keeping and accounting purposes and, for this reason, all correspondence and invoices or vouchers relating to this project shall be identified by these project numbers.

### **ARTICLE II - PROJECT EQUIPMENT**

Project equipment to be acquired for the Grantee under the terms of this agreement are as specified in the Grantee's approved application which is hereby incorporated by reference and made an integral part of this agreement.

Regulations governing this program are as specified in the "Administrative Handbook", formal guidance issued by the DOTD Public Transportation Section, the applicable provisions of the Federal Transit Administration Circular 4220.1F dated March 18, 2013; FTA Circular 9040.1G dated October 24, 2014; and the specific requirements of this agreement. Any departures from these regulations must have the **prior written approval of the DOTD's Regional Program Manager** who will be assigned to monitor this project for the DOTD. The Regional Program Manager will be identified at the time the executed contract is transmitted to Grantee.

### **ARTICLE III – PERIOD OF PERFORMANCE**

The capital assistance provided for herein shall obligate the subrecipient to all applicable rules while the capital equipment is under FTA inventory.

### **ARTICLE IV –EQUIPMENT PURCHASE AND MAINTENANCE**

The purchase of Project Equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the DOTD on behalf of the Grantee in accordance with applicable State laws and the standards set forth in the Office of Management and Budget 2 CFR 200, as amended, and the grants management common rule. Title to such equipment shall be in the name of the Grantee, subject to the restrictions on use and disposition set forth hereinafter. Title Certificates will be affixed by DOTD to read:

"This vehicle was purchased and is operated and maintained in part with Federal Funds through the Federal Transit Administration. Sale or other disposition of this vehicle, except pursuant to the terms of agreement between the above named Organization and the Louisiana Department of Transportation and Development, is prohibited."

Liens are placed on FTA vehicles as long as the vehicle is within useful life and until the vehicle is approved for disposition at the request of the agency.

The total cost of the project will be \$361,570.00 for the purchase of four replacement accessible, (2) sixteen passenger, two wheelchair space vehicles (16-2B), (2) twelve passenger, two wheelchair space vehicle (12-2B) and one expansion accessible, (1) twelve passenger, two wheelchair space vehicle (12-2B). As specified in the DOTD's approval of the Grantee's Application the DOTD is obligated to pay 85% of the total cost of the project with a maximum federal limitation of \$307,334.50. DOTD will utilize Parish Transportation Funds for a 2.3% portion of the local match. The grantee is therefore obligated to pay the balance of \$45,919.40 (12.7% of the total project cost) with local funds.

Vehicle Type	Federal Grant Number	Project Description	Total Cost	85% Fed Share	12.7% Local Match	2.3% PTF Funds
16-2B	LA-2017-013	16 passenger, 2 wheelchair space, (Rep/A)	\$74,264.00	\$63,124.40	\$9,431.53	\$1,708.07
12-2B	LA-2019-011	(2) 12 passenger, 2 wheelchair space, (Rep/A)	\$142,028.00	\$120,723.80	\$18,037.56	\$3,266.64
16-2B	LA-2019-011	16 passenger, 2 wheelchair space, (Rep/A)	\$74,264.00	\$63,124.40	\$9,431.53	\$1,708.07
12-2B	LA-2019-011	12 passenger, 2 wheelchair space, (Exp)	\$71,014.00	\$60,361.90	\$9,018.78	\$1,633.32
		TOTAL	\$361,570.00	\$307,334.50	\$45,919.40	\$8,316.10

Additionally, the Grantee is obligated to pay sales tax (if applicable) and all costs associated with obtaining vehicle titles and registration papers. The Grantee shall initiate and prosecute to completion all actions necessary to provide its full share of Project costs at or prior to the time that such funds are needed or requested by the DOTD. The Grantee further agrees that no reduction of the amount so provided will be made without prior written approval of the Department. The Grantee agrees that it will provide all of its share from sources other than federal funds. The only exceptions are Federal revenue sharing funds and HUD Community Development Block Grant Funds which may be treated as local funds.

The Grantee agrees that the Project equipment and facilities shall be used for transportation services to the rural general public within the service area described in the application. At such time as any Project equipment is not used in this manner or is withdrawn from service, the Grantee shall immediately notify the DOTD. **Disposition of Project Equipment must have prior DOTD approval.**

During the period of performance, the Grantee shall maintain Project equipment and facilities at a high level of cleanliness, safety, and mechanical soundness within the guidelines provided. The DOTD and the Federal Transit Administration (FTA) shall maintain the right to conduct periodic inspections to confirm maintenance and operations pursuant to this Section. Additionally, the Grantee shall submit to the Department all required monthly reporting forms by the fifteenth of the following month.

All motor vehicles must comply with all State and Federal safety standards as established by the United States Department of Transportation. In addition, all motor vehicles shall comply with Louisiana State and Federal emission requirements in effect at the time of delivery.

The Grantee agrees to maintain adequate insurance as required to protect persons, equipment, and facilities throughout the period of performance.

#### **ARTICLE V – REIMBURSEMENT**

Not applicable to capital projects where vehicles are under contract.

#### **ARTICLE VI – PROMPT PAYMENT**

Not applicable to capital projects where vehicles are under contract.

#### **ARTICLE VII - PROJECT MONITORING AND REPORTING**

The DOTD and/or Federal Transit Administration shall monitor and inspect the performance of the Grantee at its convenience to assure that performance goals are being achieved in an approved manner and that equipment is being properly maintained.

When requested by either the DOTD or the FTA, the Grantee shall submit a performance report to the Project Coordinator in such manner as may be required. Additionally, all relevant forms outlined in the "Administrative Handbook" will be submitted to the DOTD on a monthly basis by the fifteenth day of the following month on all vehicles providing public transportation or unless approved in writing by DOTD.

#### **ARTICLE VIII - COST RECORDS & ACCESS TO RECORDS**

The Grantee and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project and shall make such material available at their respective offices at all reasonable times throughout the duration of this project and for three years from the date of final payment, for inspection by the DOTD and/or Legislative Auditor, the Federal Transit Administration (FTA), the U. S. General Accounting Office or other Federal Agency

under State and Federal Regulations effective as of the date of this contract and copies thereof shall be furnished if requested.

The Grantee shall arrange for an annual (or biennial, if previously approved) audit of its entire operation by a CPA firm in accordance with 2 CFR 200, but, if requested, the Grantee shall permit the authorized representatives of the DOTD and/or Legislative Auditor, FTA and/or the Comptroller General of the United States to inspect and audit all data and records of the project relating to its performance.

The periods of access and examination described above, for records which relate to (1) appeals under the "Disputes" clause of this agreement, (2) litigation of the settlement of claims arising out of the Grantee's performance, or (3) costs and expenses to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been finally resolved.

#### **ARTICLE IX - PROJECT CHANGES**

Occasionally, during the course of this project, it may become necessary to effect certain changes and/or modifications in the original application statements. All such changes in budget, time, personnel, objective and scope shall be justified by the Grantee and forwarded to the DOTD for approval.

Any extension in the scope of services required or increases in cost will require a fully executed supplemental agreement. The supplemental agreement will establish the extent of changes, extensions, and modifications and the compensation therefore.

#### **ARTICLE X - TERMINATION OR SUSPENSION**

**(1) Suspension.**

The DOTD reserves the right to suspend the grant, and withhold further payments, or prohibit the Grantee from incurring additional obligations pending corrective action by the Grantee.

**(2) Termination for Default.**

The DOTD reserves the right to terminate the grant in whole, or in part, at any time before the date of completion, upon written notice to the Grantee that it has failed to comply with the conditions of the grant. In connection with such termination, payments made to the Grantee or recoveries by the DOTD, and/or FTA shall be in accord with the legal rights and liabilities of the parties.

**(3) Termination by Consent of the Parties.**

The DOTD or the Grantee may terminate the grant in whole, or in part, if both parties agree that the continuation of the grant program will not produce beneficial results commensurate with the further expenditure of funds. The DOTD and the Grantee shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The DOTD shall allow full credit to the Grantee for the Federal share of the non-cancellable obligations properly incurred by the Grantee prior to termination.

(4) **Termination for Convenience.**

DOTD may terminate the grant in whole, or in part, upon 30 days written notice by certified mail.

(5) **Termination for Reasons Beyond the Control of Both Parties.**

**ARTICLE XI - FUNDING CONTINGENCY**

**This grant is contingent upon FTA approval and appropriation of funds.** The DOTD reserves the right to terminate the grant for failure by the Department to receive appropriate federal funding and/or state budgetary authority.

**ARTICLE XII - DISPUTES**

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties hereto shall be referred to the DOTD's Secretary for determination, whose decision in the matter shall be final and conclusive on the parties hereto.

**ARTICLE XIII - DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**

It is the policy of the U. S. Department of Transportation that disadvantaged business enterprises, including small businesses as defined in Title 49, Code of Federal Regulations, Part 26 (49 CFR 26), shall be afforded reasonable opportunity to participate in the performance of projects financed in whole or in part with federal funds, consequently, the DBE requirements of 49 CFR 26 apply to this project.

The Grantee agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and U.S. Department of Transportation regulations, "Participation by Disadvantaged Business Enterprises including small businesses in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26. The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Grantee of its failure to carry out its approved program, the Department may impose sanction as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Grantee agrees to ensure that disadvantaged business enterprises including small businesses, as defined in 49 CFR be afforded reasonable opportunity to participate in the performance of this project and any subcontracts that may be let. In this regard, the Grantee shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that disadvantaged business enterprises have reasonable opportunity to

compete for and perform services relating to this project. Failure by the grantee to carry out these requirements is a material breach of the Agreement which may result in the termination of this Agreement or such other remedy as the DOTD deems appropriate.

After proper notification by DOTD, immediate remedial action shall be taken by the Grantee as deemed appropriate by DOTD or the agreement shall be terminated. The option will rest with the DOTD.

The above requirements shall be incorporated by reference in all subcontracts entered into by the Grantee.

#### **ARTICLE XIV – COMPLIANCE WITH CIVIL RIGHTS**

The Grantee agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

- (1) Nondiscrimination – Federal Transit Programs and Title VI of the Civil Rights Act. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Grantee agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Grantee agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:
  - (1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Grantee agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Grantee agrees to comply with any implementing requirements FTA may issue.
  - (a) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Grantee agrees to refrain from discrimination against present and prospective

employees for reason of age. In addition, the Grantee agrees to comply with any implementing requirements FTA may issue.

- (b) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Grantee agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Grantee agrees to comply with any implementing requirements FTA may issue.

(3) Access Requirements:

- (a) Elderly Persons and Persons with Disabilities. The Grantee agrees to comply with the provisions of 49 U.S.C. § 5301(d), which sets forth the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use transit service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. The Grantee also agrees to comply with all applicable requirements of the following Federal laws and any subsequent amendments thereto: Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicap; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires accessible facilities and services to be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities. In addition, the Grantee agrees to comply with all applicable regulations of the following regulations and any subsequent amendments thereto: U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. Part 609; and any implementing requirements FTA may issue.

- (b) Persons with Limited English Proficiency. The Grantee agrees to comply with Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, “DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries,” 66 Fed. Reg. 6733 et seq., January 22, 2001.
  - (c) Environmental Justice. The Grantee agrees to comply with the policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” 42 U.S.C. § 4321 note.
  - (d) Other Nondiscrimination Statutes. The Grantee agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to the Project.
- (4) Nondiscrimination – Title IX of the Education Amendments of 1972  
The Grantee agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., with implementing U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 25, and with any implementing directives that U.S. DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.
- (5) The Grantee agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to the Project. The Grantee also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **ARTICLE XV – AMERICANS WITH DISABILITIES ACCESS**

Rolling stock must comply with the accessibility requirements of DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37, and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38.

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

**ARTICLE XVI - LOBBYING**

Grantees who receive an award of \$100,000 or more Federal funds are required to file the certification required by 49 CFR part 20, "New Restriction on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**ARTICLE XVII - HOLD HARMLESS AND INDEMNITY AGREEMENT**

The Grantee hereby agrees to hold DOTD harmless, to indemnify DOTD, and to defend DOTD at Grantee's sole cost for and against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Grantee, its agents, servants or employees while engaged upon or in connection with the services required or performed by the Grantee hereunder and/or from any liability or responsibility for damages, costs or expenses arising out of or in any way related to the providing of funds, equipment and/or services by DOTD to Grantee, including, but not limited to, economic damages, and damages or injuries to persons or property or for loss of life. The obligations herein are in addition to all other obligations or agreements, written or verbal, between DOTD and Grantee.

**ARTICLE XVIII - TAX LIABILITY**

Grantee hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be grantee's obligation and identified under grantee's federal tax identification number.

**ARTICLE XIX - CLAIM FOR LIENS**

The Grantee shall hold the DOTD harmless from any and all claims for liens for labor, services or material furnished to the Grantee in connection with the performance of its obligations under this agreement.

**ARTICLE XX - FEDERAL CHANGES**

Grantee shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (24)

dated October, 2017) between DOTD and FTA, as they may be amended or promulgated from time to time during the term of this contract. Grantee's failure to so comply shall constitute a material breach of this contract.

#### **ARTICLE XXI - ENERGY CONSERVATION**

The Grantee shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.). (Public Law 94-63).

#### **ARTICLE XXII - CLEAN AIR AND WATER**

The Grantee of Federal Funds in excess of \$100,000 agrees to comply with all applicable standards, orders or regulations issued pursuant to Section 114 of the Clean Air Act, as amended, 42 U.S.C. § 7414, as well as other applicable provisions of the Clean Air Act, as amended by 42 U.S.C. § 7401 *et seq.*; and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1318, as well as other provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The Grantee agrees to report each violation to DOTD and understands and agrees that DOTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Grantee also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **ARTICLE XXIII - DRUG AND ALCOHOL TESTING**

The Grantee agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, as amended; produce any documentation necessary to establish compliance with Part 655, as amended, **June 25, 2013**; and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Louisiana, or the DOTD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655, as amended; and review the testing process. The Grantee agrees further to certify its compliance with Part 655, as amended, before **December 31, 2019** and submit the signed Management Information System (MIS) reports before **March 1, 2020** to the DOTD Section 5311 Program Manager. To certify compliance, the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurance for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register and may also be accessed on the Internet at <http://www.fta.dot.gov/library/legal/ca.htm>.

**Confidentiality and Other Civil Rights Protections.** The Recipient agrees to comply with the confidentiality and any other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1174 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-3 and 290ee-3, and any subsequent amendments to these acts.

**ARTICLE XXIV - CHARTER BUS REQUIREMENTS**

The Grantee agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9 and any amendments thereto that may be issued. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

**ARTICLE XXV - SCHOOL BUS REQUIREMENTS**

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles, or facilities.

**ARTICLE XXVI - CONTRACT WORK HOURS AND SAFETY STANDARDS**

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages – The subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**ARTICLE XXVII- NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The DOTD and Grantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the DOTD, Grantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Grantee agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**ARTICLE XXVIII - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS  
AND RELATED ACTS**

- (1) **Civil Fraud.** The Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities pertaining to this Project. Upon execution of the underlying contract, the Grantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Grantee to the extent the Federal Government deems appropriate.
- (2) **Criminal Fraud.** If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, or agreement with or to the Federal Government involving a project authorized by 49 U.S.C. chapter 53 or any other Federal statute, the Federal Government reserves the right to impose on the Recipient the penalties of 18 U.S.C. § 1001 or other applicable Federal statute to the extent the Federal Government deems appropriate.
- (3) The Grantee agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**ARTICLE XXIX - SUSPENSION AND DEBARMENT**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

**ARTICLE XXX - PRIVACY ACT**

**The following requirements apply to the Grantee and its employees that administer any system of records on behalf of the Federal Government under any contract.**

- (1) The Grantee agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Grantee agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Grantee understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Grantee also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**ARTICLE XXXI - STATE AND LOCAL LAW DISCLAIMER**

The Grantee shall comply with all applicable Federal, State and local laws and ordinances, as shall all others employed by it, in carrying out the provisions of this agreement.

**ARTICLE XXXII - INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION  
(FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, revision date March 18, 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Grantee shall not perform any act, fail to perform any act, or refuse to comply with any DOTD requests which would cause DOTD to be in violation of the FTA terms and conditions.

### **ARTICLE XXXIII - CONFLICT OF INTEREST**

No employee, officer, or agent of the grantee shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, board member or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. A corporation which employs, or is about to employ, has a financial or other interest in the firm selected for award.

The grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of sub agreements.

The grantee's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub agreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or sub recipient or impair its objectivity in performing the contract work.

### **ARTICLE XXXIV - 49 U.S.C. 5333(b) LABOR WARRANTY**

If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Grantee agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Grantee also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

The Grantee shall indemnify and save harmless the DOTD, its officers and employees from all suits, actions, or claims of any character brought under the terms and conditions of the Special Section 5333(b) Warranty.

### **ARTICLE XXXV – EMERGENCY DISASTER COOPERATION**

The DOTD and Grantee acknowledge and agree that in the event of any emergency, any FTA funded transit vehicles delivered to the DOTD Headquarters, but not yet titled to the Grantee may be utilized by DOTD to provide charter service transportation to emergency areas throughout the state in response to health, safety, and other needs of the public.

The DOTD and Grantee acknowledge and agree that in the event of an emergency declaration made by a

parish, state, or national governing authority, any FTA-funded paratransit vehicles already transferred by title from DOTD to the Grantee, shall be incorporated into the parish evacuation plan. The Grantee shall coordinate with the Parish Office of Emergency Preparedness to finalize the terms of the temporary incorporation.

The DOTD and Grantee acknowledge and agree that any parishes and non-profit organizations situated in an area that is substantially unaffected by an emergency during such a declaration, shall make available its FTA-funded paratransit vehicles in order to provide support to the emergency response charter service operations in the affected areas. The Grantee shall coordinate with the Parish Office of Emergency Preparedness to finalize the terms for the temporary use of the paratransit vehicles.

The parties further acknowledge and agree that in the event of an emergency declaration by any parish, state or national governing authority, any FTA-funded paratransit vehicles delivered to DOTD, but not yet titled to Grantee, may be utilized by DOTD to provide charter service transportation to emergency areas throughout the state in response to the health, safety and other needs of the public.

The Grantee shall contact DOTD if a FTA-funded vehicle is damaged or destroyed during operations associated with a declared emergency to determine the appropriate means (insurance, FEMA, or FTA) to repair or replace the vehicle.

#### **ARTICLE XXXVI- SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

To the extent required under federal law, the State agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities: (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project, (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized, and (3) The amount of federal assistance FTA has provided for a State Program or Project.

#### **ARTICLE XXXVII- AMENDMENT**

The parties hereto agree that any change in the project shall be in writing and signed by both parties. DOTD funding participation increase will be approved via a fully executed contract amendment from DOTD.

#### **ARTICLE XXXVIII - SUCCESSORS AND ASSIGNS**

This agreement shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

**St. James Parish Government**

\_\_\_\_\_  
(Witness for First Party)

BY:

\_\_\_\_\_

\_\_\_\_\_  
(Witness for First Party)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
FEDERAL ID # 72-6001228

DUNS # 083546713

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

BY:

\_\_\_\_\_  
(Witness for Second Party)

\_\_\_\_\_  
SECRETARY

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
(Witness for Second Party)

BY:

\_\_\_\_\_  
DIVISION HEAD

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Public Transportation Section

BY: \_\_\_\_\_  
Public Transportation Section



The following resolution was offered and moved for adoption by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_:

**RESOLUTION 20-  
ST. JAMES PARISH COUNCIL**

**A RESOLUTION AUTHORIZING ST. JAMES PARISH TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ST. JAMES PARISH SCHOOL BOARD, TOWN OF LUTCHER, AND PONTCHARTRAIN LEVEE DISTRICT REGARDING THE BUDDY WHITNEY DRAINAGE IMPROVEMENT PROJECT.**

WHEREAS, in order to promote greater efficiency in the performance of ST. JAMES PARISH GOVERNMENT's accepted community wide functions - such promotion requires increased partnership with other local political subdivisions of the State for the sharing of resources and infrastructure needed for such performance.

WHEREAS, ST. JAMES PARISH GOVERNMENT, as the governing body of St. James Parish, wishes to cooperate with the ST. JAMES PARISH SCHOOL BOARD, THE TOWN OF LUTCHER, and THE PONTCHARTRAIN LEVEE DISTRICT, to assist in providing in-kind contributions in the form of labor and equipment for the construction of the Buddy Whitney Drainage Improvement Project, under the terms and conditions as set forth in the Intergovernmental Agreement attached hereto.

WHEREAS, ST. JAMES PARISH GOVERNMENT desires to enter into an Intergovernmental Agreement with the political subdivisions afore stated, a copy of which is attached hereto and made a part hereof. The parties agree to the terms and conditions and public purposes as set forth therein.

NOW THEREFORE BE IT RESOLVED, by the St. James Parish Council, that the St. James Parish President, Peter A. Dufresne, is hereby authorized to sign and/or execute the Intergovernmental Agreement with the afore stated political subdivisions pursuant to the terms and conditions and for the stated public purposes as set forth in the attached agreement.

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

- YEAS:
- NAYS:
- ABSTAIN:
- ABSENT:

And the resolution was declared adopted on this, the 16th day of September, 2020.

\_\_\_\_\_  
Council Chairman

\_\_\_\_\_  
Secretary

Delivered to Parish President: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

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

Returned to Secretary on \_\_\_\_\_

At \_\_\_\_\_ AM/PM

Received by \_\_\_\_\_

\* \* \* \* \*

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 16th day of September 2020.

Signed at Vacherie, Louisiana, this 17th day of September 2020.

(S E A L)

---

Linda Hubbell  
Secretary

STATE OF LOUISIANA  
PARISH OF ASCENSION

**INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement is entered into on the dates hereinafter subscribed, by and between:

**THE PONTCHARTRAIN LEVEE DISTRICT  
BOARD OF COMMISSIONERS,**

a political subdivision created by the Louisiana Legislature, represented herein by RICKY BOSCO, its President, duly authorized by a Resolution of the Board of Commissioners adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2020; and

**THE PARISH OF ST. JAMES,**

represented herein by its President, PETER A. DURFRESNE, duly authorized by Resolution of the St. James Parish Council adopted on the \_\_\_ day of \_\_\_\_\_, 2020;

**THE ST. JAMES PARISH SCHOOL BOARD,**

represented herein by its Superintendent, EDWARD CANCIENNE, duly authorized by Resolution of the St. James Parish School Board adopted on the \_\_\_ day of \_\_\_\_\_, 2020; and

**THE TOWN OF LUTCHER,**

represented herein by its Mayor, PATRICK P. ST. PIERRE, duly authorized by Resolution of the Lutcher Town Council adopted on the \_\_\_ day of \_\_\_\_\_, 2020;

WITNESSETH:

NOW come the Pontchartrain Levee District, Board of Commissioners, the Parish of St. James, the St. James Parish School Board, and the Town of Lutcher, through their duly authorized representatives, who declare that they are availing themselves of the provisions of law, and they do hereby enter into this Intergovernmental Agreement to assist the St. James Parish School Board and the Town of Lutcher regarding

drainage issues associated at the corner of Main Street and School Street in Lutcher, Parish of St. James, Louisiana;

WHEREAS, the Parish of St. James represents St. James Parish regarding certain flood control, drainage, streets, and other public services to benefit the citizens and residents of St. James Parish, Louisiana;

WHEREAS, the Pontchartrain Levee District is charged with flood control and maintenance of the Mississippi River levee system that affects the citizens and residents of the east side of St. James Parish, Louisiana;

WHEREAS, the St. James Parish School Board is a public entity, providing education and resources to the citizens and residents of St. James Parish, Louisiana;

WHEREAS, the Town of Lutcher is a municipal organization domiciled in St. James Parish, Louisiana, that is also charged with providing flood protection and control, including drainage and other public services to benefit the citizens and residents of the Town of Lutcher, St. James Parish, Louisiana;

WHEREAS, the entities herein recognize the benefits of increased and improved drainage from the project area situated at the corner of Main Street and School Street the benefit to the citizens businesses and residents of the Town of Lutcher, St. James Parish, Louisiana and Pontchartrain Levee District has resources available to assist the entities herein and their efforts to improve drainage;

WHEREAS, the Parish of St. James and the Town of Lutcher have the personnel, equipment and resources to assist in this project in an effort to benefit residents and citizens of the Town of Lutcher, St. James Parish, Louisiana.

NOW, THEREFORE, IT IS AGREED AND UNDERSTOOD AS FOLLOWS:

- I. The Parish of St. James and Town of Lutcher own certain construction equipment as well as the necessary skilled personnel that can assist with the project to eliminate the drainage problem situated at the corner of Main Street and School Street which has incurred several

flood incidents over the past several years. Providence Engineering & Design, LLC has performed a drainage study of the Buddy Whitney Canal and has prepared a plan to alleviate the flooding by increasing the current diameter of drainage coverage from forty-eight (48) inches to sixty (60) inches. A copy of said drainage impact studies attached hereto as Exhibit "A".

- II. The Pontchartrain Levee District agrees to assist in replacing the culverts that were originally purchased by the Pontchartrain Levee District in approximately 1978 from the 48 inch culverts to the larger 60 inch diameter culverts. Pontchartrain Levee District pay the sum of FIFTY FOUR THOUSAND EIGHT HUNDRED THIRTY FIVE AND NO/100 (\$54,835.00) DOLLARS towards the cost of pavement removal and replacement, catch basins, fence removal and replacement and stone aggregate.
- III. The St. James Parish School Board will pay the sum of \$67,229.00 towards the purchase of 60" RCPA culverts.
- IV. The Town of Lusher will provide engineering, survey work, and installation expenses in cash and in kind in the amount of \$41,000.00, as shown of A/E Project No. 20-XXXX, December 3, 2018
- V. The Parish of St. James will assist in providing labor and equipment necessary for the installation of the project, as will be coordinated between the parties during construction with an estimated in kind value of \$44,000,00, as shown of A/E Project No. 20-XXXX, December 3, 2018.
- VI. The scope of the project may be reduced once the amounts paid in cash or in kind have been exhausted, unless additional funding may be obtained by the Town of Lusher. A copy of A/E Project No. 20-XXXX, December 3, 2018 is attached and made a part of this agreement.

- VII. The Parish of St. James and the Town of Lutchter do hereby recognize the benefit and value being provided by this agreement and does hereby agree to indemnify and hold harmless the Pontchartrain Levee District from any and all liability associated with the drainage project at the corner of Main Street and School Street. They both do hereby agree to provide the Pontchartrain Levee District with a Certificate of Insurance of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS per person and not less than TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS per occurrence for all injuries and/or death resulting from any occurrence, further naming the Pontchartrain Levee District as an additional insured.
- VIII. The parties hereto agree that the term of this agreement shall be for three hundred sixty-five (365) days, and may be cancelled by any party to this agreement with thirty (30) days written notice to the other parties at the addresses set forth herein below:

Pontchartrain Levee District  
Post Office Box 426  
Lutchter, Louisiana 70071

*With a copy to:*  
Dwight D. Poirrier  
Attorney at Law  
Post Office Box 868  
Gonzales, LA 70707-0868

The Parish of St. James  
Attn: Peter A. Dufresne  
Post Office Box 106  
Convent, Louisiana 70723

The St. James Parish School Board  
Attn: Edward Cancienne  
Post Office Box 338  
Lutchter, Louisiana 70071

The Town of Lutchter  
Attn: Patrick St. Pierre, Mayor  
Post Office Box 456  
Lutchter, Louisiana 70071

The indemnity provision set forth in Paragraph IV above shall survive any cancellation or the term of this agreement.

- IX. This represents the entire agreement between The Pontchartrain Levee District, the Parish of

St. James, the St. James Parish School Board, and the Town of Lucher, and any amendment or modification to this agreement shall require the written consent of all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement as of the dates shown below.

WITNESS:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

THE PONTCHARTRAIN LEVEE DISTRICT  
BOARD OF COMMISSIONERS:

By: \_\_\_\_\_  
Ricky Bosco, President

DATE: \_\_\_\_\_

WITNESS:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

THE PARISH OF ST. JAMES

By: \_\_\_\_\_  
Peter A. Dufresne, Parish President

DATE: \_\_\_\_\_

WITNESS:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

THE ST. JAMES PARISH SCHOOL BOARD

By: \_\_\_\_\_  
Edward Cancienne, Superintendent

DATE: \_\_\_\_\_

WITNESS:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

THE TOWN OF LUTCHER

By: \_\_\_\_\_  
Patrick P. St. Pierre, Mayor

DATE: \_\_\_\_\_

**MOTION**

A motion was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_, that Ricky Bosco, President, be and he is hereby authorized to execute an Intergovernmental Agreement with the Parish of St. James, the St. James Parish School Board, and the Town of Lutcher, whereby the Pontchartrain Levee District, Board of Commissioners, agrees to assist the St. James Parish School Board regarding drainage issues associated with the drainage project situated behind the Lutcher High School football stadium in St. James Parish, Louisiana, as outlined in the agreement.

The motion carried unanimously.

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**CERTIFICATE**

I, Susan M. Sheets, Secretary to the Board of Commissioners for the Pontchartrain Levee District do hereby certify that the above and foregoing is a true and correct copy of a motion adopted by the Board at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, at which a quorum was present.

LUTCHER, LOUISIANA, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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Susan M. Sheets, Secretary

2018XX-PCC

PROBABLE CONSTRUCTION COST  
BUDDY WHITNEY CULVERT REPLACEMENT  
ST. JAMES PARISH  
A/E PROJECT NO. 20-XXXX DECEMBER 3, 2018

PAVEMENT REMOVAL AND REPLACEMENT	100 SY	@	\$100	\$10,000
CATCH BASIN/DROP INLET	4 EA	@	\$6,000	\$24,000
FENCE REMOVAL AND REPLACEMENT	600 LF	@	\$8	\$4,800
STONE AGGREGATE	430 TON	@	\$35	\$15,050
60" RCP	680 LF	@	\$180	\$122,400
SUBTOTAL				<u>\$176,250</u>
CONSTRUCTION CONTINGENCY			10%	\$17,625
TOTAL CONSTRUCTION COST				<u>\$193,875</u>
ENGINEERING FEE (FPC FEE CURVE)				\$19,995
SURVEY				\$4,000
RESIDENT PROJECT INSPECTION (4% OF CONSTRUCTION COST)				<u>\$7,755</u>
TOTAL PROJECT COST				<u>\$225,625</u>
PONTCHARTRAIN LEVEE DISTRICT FUNDING				\$54,835
REMAINING BALANCE				<u>\$170,790</u>
<b>REMAINING BALANCE BREAKDOWN</b>				
<b>SCHOOLBOARD</b>				
60" RCP (MATERIAL ONLY)*	680 LF	@	\$125	\$84,795
TOTAL CONSTRUCTION COST - SCHOOL BOARD				<u>\$84,795</u>
<b>LUTCHER</b>				
ENGINEERING	1 LS	@	\$19,995	\$19,995
SURVEY AND CREW	1 LS	@	\$4,000	\$4,000
INSTALLATION (3 CREW MEMBERS)	1 LS	@	\$18,000	\$18,000
TOTAL CONSTRUCTION COST - TOWN OF LUTCHER				<u>\$41,995</u>
<b>ST JAMES PARISH</b>				
DUMP TRUCKS	1 LS	@	\$8,000	\$8,000
EQUIPMENT (15 DAYS)	1 LS	@	\$21,000	\$21,000
INSTALLATION (3 CREW MEMBERS)	1 LS	@	\$15,000	\$15,000
TOTAL CONSTRUCTION COST - ST. JAMES PARISH				<u>\$44,000</u>
REMAINING BALANCE				\$0

2018XX-PCC

PROBABLE CONSTRUCTION COST  
BUDDY WHITNEY CULVERT REPLACEMENT  
ST. JAMES PARISH  
A/E PROJECT NO. 20-XXXX DECEMBER 3, 2018

PAVEMENT REMOVAL AND REPLACEMENT	100 SY	@	\$100	\$10,000
CATCH BASIN/DROP INLET	4 EA	@	\$6,000	\$24,000
FENCE REMOVAL AND REPLACEMENT	600 LF	@	\$8	\$4,800
STONE AGGREGATE	430 TON	@	\$35	\$15,050
60" RCP	680 LF	@	\$180	\$122,400
SUBTOTAL				\$176,250
CONSTRUCTION CONTINGENCY			10%	\$17,625
TOTAL CONSTRUCTION COST				<u>\$193,875</u>
ENGINEERING FEE (FPC FEE CURVE)				\$19,995
SURVEY				\$4,000
RESIDENT PROJECT INSPECTION (4% OF CONSTRUCTION COST)				<u>\$7,755</u>
TOTAL PROJECT COST				<u>\$225,625</u>
PONTCHARTRAIN LEVEE DISTRICT FUNDING				\$54,835
REMAINING BALANCE				<u>\$170,790</u>



September 15, 2020

St. James Parish Council  
5800 Hwy. 44  
Convent, LA 70723

By email to: [linda.hubbell@stjamesparishla.gov](mailto:linda.hubbell@stjamesparishla.gov)

Re: Response to FG LA, LLC's (Formosa Plastics) Letter Regarding RISE St. James and Louisiana Bucket Brigade's Request to Rescind Parish Land Use Approval

To the St. James Parish Council:

RISE St. James and Louisiana Bucket Brigade submit this response to a letter sent by Formosa Plastics to the St. James Parish Council ("Formosa Plastics' Letter").<sup>1</sup> The letter discusses RISE St. James and Louisiana Bucket Brigade's request to the Council that it rescind its land use approval for Formosa Plastics' planned 14-plant chemical complex. RISE St. James and Louisiana Bucket Brigade called attention to Formosa Plastics' false assertion that it had updated its site plot plan "[a]fter consultation and discussion with the Parish," and the Council's subsequent reliance on the plot plan showing the physical layout of the facility in relation to residential areas when making its land use decision.<sup>2</sup> Formosa Plastics' Letter actually concedes the failing that RISE St. James and Louisiana Bucket Brigade raised as the company admits that it never changed the plot plan to respond to the Council's and the public's concerns. The Council must rescind its land use approval made pursuant to Formosa Plastics' apparently false pledge.

To summarize the basis of RISE St. James and Louisiana Bucket Brigade's request to rescind, on October 19, 2018—almost four months after Formosa Plastics submitted its initial land use application to the Parish and finalized its plot plan with the Louisiana Department of Environmental Quality ("LDEQ")—Formosa Plastics *supplemented* its land use application,

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<sup>1</sup> See Ltr. from Formosa Plastics' attorney, J. King, to Formosa Plastics' Community and Government Relations Director, J. Parks, Jan. 21, 2020 ("Formosa Plastics' Letter"), ATTACHMENT A. RISE St. James and Louisiana Bucket Brigade obtained Formosa Plastics' Letter through a public records request for correspondence between Formosa Plastics and St. James Parish and the documents showed that Ms. Parks forwarded this letter to members of the St. James Parish Council via email.

<sup>2</sup> See Ltr. from RISE St. James and Louisiana Bucket Brigade's attorney, C. Van Dalen, to SJP Council, Dec. 23, 2019 ("RISE Dec. 23, 2019 Ltr."), ATTACHMENT B (also available at <https://www.stjamesla.com/AgendaCenter/ViewFile/Agenda/01082020-223>, pdf. pp. 13-40); *id.* at Ex. C, pdf. pp. 24-34 (Letter from Formosa Plastics' consultant Providence to SJP Dir. of Operations, B. Gravios, Oct. 19, 2018).

stating that “*after* consultation and discussion with the Parish” the company “revised its plot plan” and “relocated some of its units along the western boundary, farther way from the new church and school.”<sup>3</sup> Formosa Plastics asserted in its supplemental application that it was “listening to community concerns” and pointed to its revised plot plan and relocation of chemical manufacturing units as one of the “Steps Taken To Enhance The Health And Safety Of The Community.”<sup>4</sup> Indeed, the layout of the facility is a critical issue because the Council based its decision to approve Formosa Plastics’ land use application on a Council *finding* that “[t]he physical and environmental impacts of the proposal are within allowable limits, *and are substantially mitigated by the physical layout of the facility, and the location of the site in proximity to existing industrial uses and away from residential uses.*”<sup>5</sup> But, as explained below, Formosa never bothered to change the plot plan it submitted to the Council.

In December, 2019, RISE St. James and Louisiana Bucket Brigade alerted the Council that there was no evidence that Formosa Plastics had revised its plot plan to move hazardous units or plants away from the church and school to satisfy the Parish’s concerns.<sup>6</sup> Formosa Plastics’ Letter obfuscates the charge by pointing to an older plot plan, which predates its land use application altogether, while conceding that it never made changes to the plans it actually submitted to the Council.<sup>7</sup> Specifically, Formosa Plastics said:

[Formosa] did move certain units or Plants closer to the western boundary. An earlier plot plan submitted to LDEQ (See Exhibit B. dated October 30. 2017) shows [Ethylene Plant 1] and certain flares along the eastern boundary. However, a later plot plan submitted to LDEQ (See Exhibit C, dated February 7, 2018) shows [Ethylene Plant 1], PR, and certain flares moved to the western boundary. It is this revision to the LDEQ plot plans which was referenced in [Formosa’s October 19, 2018 supplemental land use application] as one of several general steps FG had previously taken to enhance the health and safety of the community.<sup>8</sup>

This earlier plot plan submitted to LDEQ does nothing to address the issues RISE St. James and Louisiana Bucket Brigade brought to the Council’s attention, and Formosa Plastics’ response creates even more questions and concerns. Following is a short timeline that illustrates the

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<sup>3</sup> *Id.* at Ex. C, p. 4, pdf. p. 27 (emphasis added).

<sup>4</sup> *Id.* at Ex. C, pp. 2, 4, pdf. pp. 25, 27.

<sup>5</sup> *Id.* at Ex. D (St. James Parish Council Resolution 19-07, Denying the Appeal of RISE St. James and Approving the Application of FG LA LLC under the St. James Parish Land Use Ordinance, with Conditions, Jan. 24, 2019, (“SJP Resolution 19-07”), p. 5, pdf. p. 39) (emphasis added).

<sup>6</sup> *Id.* at 3, pdf. p. 15.

<sup>7</sup> See Formosa Plastics’ Letter, p.2, ATTACHMENT A, pdf. p. 2.

<sup>8</sup> *Id.*

issues:

- Formosa Plastics submitted its initial land use application to the Parish on June 25, 2018.<sup>9</sup> This 430-page application only included the final plot plan, not the older October 30, 2017 plot plan discussed in Formosa Plastics' Letter.
- Formosa Plastics presented an overview of its land use application at the Parish Planning Commission July 27, 2018 meeting.<sup>10</sup>
- The Commission held public hearings on Formosa Plastics' land use application on September 5, 2018 and September 19, 2018.<sup>11</sup>
- On October 19, 2018, Formosa Plastics submitted a supplement to its land use application to the Parish, stating that “*after* consultation and discussion with the Parish” it “revised its plot plan” and “relocated some of its units along the western boundary, farther way from the new church and school.”<sup>12</sup> Despite Formosa Plastics' claim that it had revised the plot plan, the company's supplemental application included the same plot plan with the same site configuration and unit/plant location that it submitted with its original land use application.

This factual timeline shows that Formosa Plastics never altered the plot plan it submitted to the Parish Council. It is simply not true that Formosa Plastics made revisions to “relocate[] some of its units,”<sup>13</sup> after consultation and discussion with the Parish, as it claimed.

Eliding the central issue of whether it acted on its pledge to the Council, Formosa Plastics' Letter instead highlights an alteration to the plot plan that the company apparently made months before it even submitted a land use application to the Council. But even this inapposite change does little if anything to address the hazards associated with its planned complex. Formosa Plastics contends that it had (prior to its land use application) moved one of its planned ethylene cracking plants (ET1) and certain flares from its eastern boundary to its western boundary “as one of several general steps [Formosa Plastics] had previously taken to enhance the health and safety of the community.”<sup>14</sup> But what Formosa Plastics actually did was swap one hazardous plant for another. As illustrated in the plot plans below, while Formosa Plastics' did move one of its

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<sup>9</sup> See FG LA Land Use App (June 25, 2019) (on file with the St. James Parish Planning Commission as item #18-30); see also SJP Resolution 19-07, attached as Ex. D to ATTACHMENT B, pdf. p. 23.

<sup>10</sup> SJP Resolution 19-07, attached as Ex. D to ATTACHMENT B, pdf. p. 23.

<sup>11</sup> *Id.*

<sup>12</sup> Formosa Plastics' Supp. Land Use App., p. 4, attached as Ex. C to ATTACHMENT B, pdf. p. 15 (emphasis added).

<sup>13</sup> *Id.*, Ex. C. at 4, pdf. p. 27.

<sup>14</sup> Formosa Plastics' Letter, p. 2, ATTACHMENT A, pdf. p. 2.

planned ethylene cracking plants from the eastern side to the western side, it also moved one of its planned ethylene glycol plants (EG2) and its associated flare (EG2-FLR) from the western side to the eastern side.



October 30, 2017 Plot Plan<sup>15</sup>



February 7, 2018 Plot Plan<sup>16</sup>

The ethylene glycol plants are the sources that would be responsible for Formosa Plastics' ethylene oxide emissions. Ethylene oxide is a potent toxic pollutant that is linked to breast cancer, non-Hodgkin lymphoma, and lymphocytic leukemia<sup>17</sup>—and has been found by the U.S.

<sup>15</sup> *Id.*, p. 2, Ex. B, pdf. p. 18.

<sup>16</sup> *Id.*, p. 2, Ex. C, pdf. p. 19.

<sup>17</sup> Evaluation of the Inhalation Carcinogenicity of Ethylene Oxide, EPA 3-66 (Dec. 2016), [https://cfpub.epa.gov/ncea/iris/iris\\_documents/documents/toxreviews/1025tr.pdf](https://cfpub.epa.gov/ncea/iris/iris_documents/documents/toxreviews/1025tr.pdf). In addition to significant cancer risks, the Agency for Toxic Substances and Disease Registry (“ATSDR”) warns that acute respiratory exposure to Ethylene Oxide may cause narrowing of the bronchi and partial lung collapse. Inhalation of Ethylene Oxide can also produce central nervous system depression, and in extreme cases, respiratory distress and coma. The ATSDR also notes that children may be more vulnerable to Ethylene Oxide exposure, especially chronic exposure. Ethylene Oxide ([CH<sub>2</sub>]2O), ASTDR, <https://www.atsdr.cdc.gov/MHMI/mmg137.pdf>. EPA and the ATSDR have also warned that inhalation exposure to Ethylene Oxide can lead to spontaneous abortions. Ethylene Oxide: Hazard

Environmental Protection Agency to be far more carcinogenic than previously understood.<sup>18</sup> *Ethylene oxide is a major driver of cancer risk from industrial sources.*<sup>19</sup> Indeed, there is a national effort to reduce or eliminate ethylene oxide emissions from sources that the cancer-causing chemical. One study shows that people who live within a half mile of an Illinois facility that emitted 3,058 pounds per year of ethylene oxide (a fraction of Formosa Plastics' permitted amount of *15,400 pounds per year of ethylene oxide*) had 50 percent higher ethylene oxide concentrations in their blood.<sup>20</sup> That facility is now only permitted to emit 150 pounds of ethylene oxide each year, which is about one percent of what Formosa Plastics would be allowed to emit into the air.<sup>21</sup> Illinois law now prohibits the construction of new ethylene oxide sterilization facilities<sup>22</sup> *within 15 miles from a school or park* in counties with populations less than or equal to 50,000.<sup>23</sup> In contrast, Formosa Plastics is authorized to spew enormous amounts

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Summary, <https://www.epa.gov/sites/production/files/2016-09/documents/ethylene-oxide.pdf>;  
Toxicological Profile for Ethylene Oxide, <https://www.atsdr.cdc.gov/toxprofiles/tp137.pdf>.

<sup>18</sup> *Ethylene Oxide: History*, EPA:IRIS (last updated July 28, 2018), [https://cfpub.epa.gov/ncea/iris2/chemicalLanding.cfm?substance\\_nmbr=1025#tab-3](https://cfpub.epa.gov/ncea/iris2/chemicalLanding.cfm?substance_nmbr=1025#tab-3) (describing IRIS's work from 2006–16 on the 2016 IRIS value for inhalation carcinogenicity); *see Notice of a Public Comment Period on the Draft IRIS Carcinogenicity Assessment for Ethylene Oxide*, 78 Fed. Reg. 44,117 (July 23, 2013); *see Evaluation of the Carcinogenicity of Ethylene Oxide Docket*, REGULATIONS.GOV (last visited July 12, 2019) <https://www.regulations.gov/docket?D=EPA-HQ-ORD-2006-0756>; *Evaluation of the Inhalation Carcinogenicity of Ethylene Oxide, Executive Summary*, EPA (Dec. 2016), [https://cfpub.epa.gov/ncea/iris/iris\\_documents/documents/subst/1025\\_summary.pdf](https://cfpub.epa.gov/ncea/iris/iris_documents/documents/subst/1025_summary.pdf); *Evaluation of the Inhalation Carcinogenicity of Ethylene Oxide*, EPA (Dec. 2016), [https://cfpub.epa.gov/ncea/iris/iris\\_documents/documents/toxreviews/1025tr.pdf](https://cfpub.epa.gov/ncea/iris/iris_documents/documents/toxreviews/1025tr.pdf).

<sup>19</sup> *See* S. Lerner, The Intercept, “A Tale of Two Toxic Cities: The EPA’s Bungled Response to an Air Pollution Crisis Exposes a Toxic Racial Divide” (Feb. 24, 2019), <https://theintercept.com/2019/02/24/epa-response-air-pollution-crisis-toxic-racial-divide/> (“Ninety-one percent of the risk in these communities is caused by three major pollutants: chloroprene, ethylene oxide, and formaldehyde.”)

<sup>20</sup> *See* Michael Hawthorne, “Higher Levels of Cancer-causing Ethylene Oxide Found in People Living Near Medline in Waukegan, CDC Study Shows” (Dec. 11, 2019), <https://www.chicagotribune.com/news/environment/ct-medline-ethylene-oxide-blood-tests-20191211-oz4ba5eanfhrdrjxn4ya3d4gq-story.html> (“The mean concentration of ethylene oxide in their blood was about 1.5 times higher than other participants who live farther away from the company’s facility , according to Buchanan’s summary of the test results, which were analyzed by the U.S. Centers for Disease Control and Prevention.”).

<sup>21</sup> *Id.*

<sup>22</sup> The ethylene oxide-emitting facilities of concern in Illinois are sterilization facilities.

<sup>23</sup> 415 Ill. Comp. Stat. Ann. 5/9.16; *see also* CBS Chicago, “New Law Named After Matt Haller Puts Strict Limits On Toxic Ethylene Oxide Emissions; 'An Everlasting Legacy'” (June 24, 20), <https://lipinski.house.gov/dan-in-the-news/new-law-named-after-matt-haller-puts-strict-limits-on-toxic-ethylene-oxide-emissions-an-everlasting-legacy-june-24-2019/>.

of this potent carcinogen into the air just one mile from the St. Louis Academy, which is a predominantly Black elementary school.

Despite the risks, Formosa Plastics moved what would be one of the largest sources of ethylene oxide in the nation even closer to an elementary school. Moving a major source of ethylene oxide emissions across a 2300-acre site to the eastern side closer to the elementary school cannot, under any stretch of logic, constitute a step “to enhance the health and safety of the community” as Formosa Plastics claims.<sup>24, 25</sup>

The Council has the power and responsibility to “protect[] and preserve the general welfare,

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<sup>24</sup> See Formosa Plastics' Letter, p.2, ATTACHMENT A, pdf. p. 2.

<sup>25</sup> LDEQ has allowed Formosa Plastics to emit a staggering 15,400 pounds (or 7.7 tons) of ethylene oxide per year. See Permit No. 3142-V0, Ethylene Glycol 1 Plant, EDMS No. 11998446, <https://edms.deq.louisiana.gov/app/doc/view.aspx?doc=11998446&ob=yes&child=yes>; Permit No 3151-V0, Ethylene Glycol 2 Plant, EDMS No. 11998428, <https://edms.deq.louisiana.gov/app/doc/view.aspx?doc=11998428&ob=yes&child=yes>. Based on the national Toxic Release Inventory (TRI), only two other sources in the U.S. reported ethylene oxide releases in 2018 that exceed the amount that LDEQ has allowed Formosa Plastics to emit. See *TRI On-Site and Off-Site Reported Disposed of or Other Released Top 100 Facilities for Ethylene Oxide*, IASPUB.EPA.Gov. LDEQ greenlighted Formosa Plastics' ethylene oxide sources using its outdated air quality standards and accepting the company's claim that it can somehow burn off 99.9 percent of its ethylene oxide emissions before these carcinogenic pollutants are emitted from its stacks. The ethylene oxide emissions estimates that Formosa Plastics gave LDEQ are based on an unsupported assumption that its thermal oxidizers (or incinerators) would have a 99.9 percent combustion efficiency. See Formosa Plastics' Ethylene Glycol 1 App, Dec. 20, 2017 (stating that “[t]he Thermal Oxidizer is expected to provide 99.9% destruction of VOC compounds,” and providing emission calculations for the thermal oxidizer showing destruction rate efficiency (DRE) at 99.9 percent), EDMS No. 10878178 at pdf. pp. 14, 98, <https://edms.deq.louisiana.gov/app/doc/view.aspx?doc=10878178&ob=yes&child=yes>. To put this another way, Formosa Plastics plans to route an average of 2,881.02 tons per year of ethylene oxide to each thermal oxidizer at its two ethylene glycol plants, and emit 2.88 tons per year from each thermal oxidizer after the combustion process. *Id.* at pdf. 97. If the combustion rate is only 99 percent efficient instead of 99.9 percent, the thermal oxidizer would emit 10 times more ethylene oxide. LDEQ has also allowed Formosa to emit ethylene oxide from flares and from fugitive (or uncontrolled) sources at its ethylene glycol plants. While the Parish has required Formosa Plastics to install monitoring along its eastern property boundary for ethylene oxide and some other toxic pollutants, but this does nothing for the people who live across the river just one half mile away. Further, there is no requirement that Formosa Plastics ever send any reports from these monitors to LDEQ, leaving open the question as to whether the Parish will have the capacity evaluate the reports for ethylene oxide emissions, which, according to the EPA “can be difficult to analyze.” See U.S. EPA, *Update on EPA's work to understand air concentrations of ethylene oxide* (Nov. 6, 2019), <https://www.epa.gov/hazardous-air-pollutants-ethylene-oxide/ethylene-oxide-updates>

RISE St. James and La Bucket Brigade Follow-up Ltr to SJP Council  
Re: Response to Formosa Plastics' Letter re Request to Rescind Parish Land Use Approval  
September 15, 2020  
Page 7 of 7

safety, health, peace, and good order of St. James Parish,"<sup>26</sup> which includes taking action to rescind its approval of Formosa Plastics' land use application.

Sincerely,



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Corinne Van Dalen, Staff Attorney, La. Bar No. 21175  
Earthjustice  
900 Camp Street, Unit 303  
New Orleans, LA 70130  
[cvandalen@earthjustice.org](mailto:cvandalen@earthjustice.org)  
*On behalf of RISE St. James and Louisiana Bucket Brigade*

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<sup>26</sup> SJP Home Rule Charter, Art. III, Sec. A, 7.b,  
[https://library.municode.com/la/st.\\_james\\_parish\\_council/codes/code\\_of\\_ordinances?nodeId=PTIHORUCH](https://library.municode.com/la/st._james_parish_council/codes/code_of_ordinances?nodeId=PTIHORUCH)



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January 21, 2020

Ms. Janile Parks  
Director of Community and Government Relations  
FG LA LLC  
301 Main Street  
Baton Rouge, LA 70801

**VIA ELECTRONIC MAIL**

Re: FG LA LLC

Dear Ms. Parks:

This letter is submitted to provide information regarding an issue that has arisen relating the Land Use Approval, Ordinance 19-07, provided by the St. James Parish (Parish) Council to FG LA LLC (FG) on January 23, 2019.

It has been claimed that FG's permit applications to the Louisiana Department of Environmental Quality (LDEQ) do not include an updated plot plan which reflects certain statements in FG's letter to the Parish, dated October 19, 2018 (the October 19 Submittal). The October 19 Submittal relates to potential risks associated with the storage and handling of certain materials at the Facility. It was submitted to the Parish to establish that there was no need for a buffer zone in addition to the 300-foot buffer zone that FG had already incorporated into the design of the Facility.

As an initial matter, FG is required to construct the Facility in conformance with the provisions of Ordinance 19-07. In addition to the 300-foot buffer zone and the requirement to conduct fence-line monitoring along the western boundary, FG agreed that "any modification or expansion must be designed so that it does not materially increase risks." Ordinance 19-07. FG intends to fully and completely adhere to these provisions as set out in Ordinance 19-07 and there is no evidence that FG will not adhere to those provisions.

Ms. Janile Parks  
January 21, 2020  
Page 2

However, FG's submittals to LDEQ did provide information regarding design revisions. The Supplemental Environmental Assessment Statement (EAS), submitted on January 7, 2019, included the entire October 19 Submittal as Exhibit R. See Exhibit A. In discussing the October 19 Submittal, FG discussed the "current design" of the Facility. Thus, as of January 7, 2019, LDEQ was aware of the October 19 Submittal and both LDEQ and St. James Parish possessed the exact same information on this matter.

LDEQ reviewed the Supplemental EAS and the October 19 Submittal. However, LDEQ did not, and has not, requested an update to the plot plan. The reason is simple - no updates are required. As to plot plans, the regulations only require that a "map showing the location of the facility" be submitted. LAC 33:III.517.D.1. Further, the plot plan submitted to LDEQ is extremely general in nature. It only shows the general location of the various Plants and flares within the overall Facility. It does not show individual emission sources, such as tanks or loading racks. Thus, there is nothing in the LDEQ plot plan requiring a change.

Additionally, FG did move certain units or Plants closer to the western boundary. An earlier plot plan submitted to LDEQ (See Exhibit B, dated October 30, 2017) shows ET1 and certain flares along the eastern boundary. However, a later plot plan submitted to LDEQ (See Exhibit C, dated February 7, 2018) shows ET-1, PR, and certain flares moved to the western boundary. It is this revision to the LDEQ plot plans which was referenced in the October 19 Submittal as one of several general steps FG had previously taken to enhance the health and safety of the community. Further, the location of the various Plants in the later plot plan submitted to LDEQ is similar to the location of the various Plants in the figures attached to the October 19 Submittal.

I trust this is sufficient for your needs at this time. If you have any questions, concerns, or comments, or need additional information, please contact me.

Sincerely,

**BREAZEALE, SACHSE & WILSON, L.L.P.**



John B. King



JOHN B. KING  
Partner  
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January 7, 2019

Mr. Elliot Vega  
Assistant Secretary  
Office of the Environmental Services  
Louisiana Department of Environmental Quality  
P. O. Box 4313  
Baton Rouge, Louisiana 70821-4313

VIA HAND DELIVERY

Re: FG LA, LLC  
Prevention of Significant Deterioration Permit Application  
Supplemental Environmental Assessment Statement  
Agency Interest Number 198351

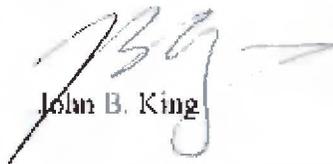
Dear Mr. Vega:

On behalf of FG LA, LLC (FG), I am submitting a Supplemental Environmental Assessment Statement (EAS) relating to FG's proposed facility in St. James Parish, Louisiana. The Original EAS was submitted on July 19, 2018. See EDMS #11230529.

If you have any questions, please contact me.

Sincerely,

BREAZEALE, SACHSE & WILSON, L.L.P.

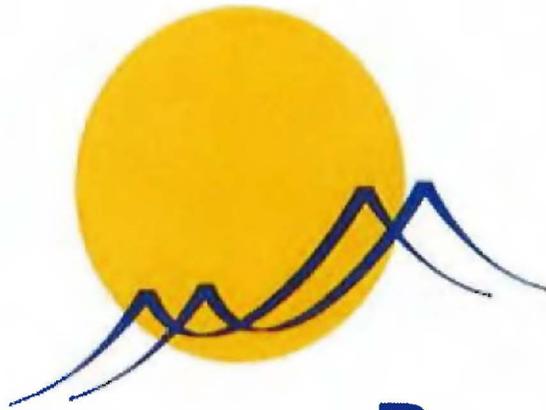
  
John B. King

JBK:jld



**SUPPLEMENTAL  
ENVIRONMENTAL ASSESSMENT STATEMENT**

**FOR**



**THE SUNSHINE PROJECT**

**FG LA LLC**

**SUBMITTED BY  
FG LA LLC**

**a subsidiary of  
FG Inc.  
and**

**FORMOSA PETROCHEMICAL CORPORATION**

membrane tanks, dissolved air flotation units, and other such treatment systems which are designed to remove solids, such as plastic pellets, from the wastewater stream. EDMS #11008406, at p. 19. Thus, the design and operation of the CWTP and the stringency of the LPDES permit should eliminate the discharge of any such pellets to the Mississippi River.

#### **4. Safety**

##### **a. Evaluation Of Reasonably Potential Failure Scenarios**

FG reviewed reasonably potential failure scenarios and has established that the community to the east is well beyond the maximum extent of modeled impact area endpoints for the reasonably potential failure circumstances. See Exhibit R.

To assess these scenarios, FG reviewed the list of materials it may have onsite and determined the ones that could be present above thresholds levels as set forth in the Chemical Accident Prevention Program (also known as the Risk Management Program), at 40 CFR Part 68. FG then evaluated reasonably potential failure scenarios for each such regulated substance.

FG used the RMP\*Comp software program, which is an EPA-approved program that is highly conservative. This means that the program substantially exaggerates the extent of potential consequences and measures the maximum extent of potential off-site consequences from the source location. The impact endpoint, in broad terms, is the distance a toxic vapor cloud, heat from a fire, or blast waves from an explosion will travel before dissipating to the point that serious injuries from short term exposures will no longer occur.

The modeled scenarios are derived from two sources. First, actual scenarios from other actual Risk Management Plans for similar facilities were used. See Exhibit R, Exhibit A and Figure 1. Second, Boiling Liquid Expansion Vapor Explosion (BLEVE) scenarios were obtained from EPA's *Risk Management Program Guidance for Propane Storage Facilities*, No. EPA 550-B-00-001, March, 2009. See Exhibit R, Exhibit B and Figure 2.

The modeling results are summarized and contained in Exhibit R. As can be seen, the St. Louis Elementary School, the Mt. Cavalry Baptist Church currently being constructed on Big Boy Street, and the surrounding community are well beyond the maximum extent of modeled impact endpoints for reasonable potential failure circumstances.

The modeling results for the current design, even though highly conservative, establish that materials on-site and the Facility as designed pose little or no risk to the health or safety issue of even the nearest community. In addition, the St. James Parish Planning Commission established requirements in their approval to assure that the Facility will continue to be safe even if the design of the Facility changes. As noted above, the Commission required that "any modification or expansion must be designed so that it does not materially increase risks to the community towards the east" and that the "materials produced and the processes utilized must be substantially similar to the materials and processes described in the Application." See Exhibit O. Thus, the current design and the Commission's requirements for modifications and expansions assure the safety of the nearby community.

EXHIBIT R



October 19, 2018

**VIA ELECTRONIC MAIL**

Mr. Blaise Gravois  
Director of Operations  
St. James Parish Government  
5800 Highway 44  
Convent, Louisiana 70723

**Re:** FG LA LLC  
Application for St. James Parish Industrial Land Use  
Information Regarding Buffer Zone

Dear Mr. Gravois:

On behalf of FG LA LLC (FG), this letter will supplement the Application for St. James Parish Industrial Land Use, which was submitted on or about June 30, 2018 (the Application).

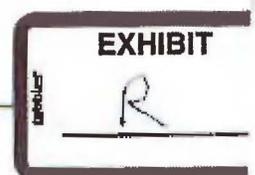
**EXECUTIVE SUMMARY**

- FG plans to construct a world-class industrial facility in St. James Parish (the Facility) on the west bank in an industrial conformity area.
  - ✓ FG has established that the Facility provides minimal risk to the surrounding community.
  - ✓ FG modeled various scenarios using conservative assumptions.
  - ✓ No ambient air standard is exceeded at any off-site location.
  - ✓ The community is well beyond the maximum extent of off-site consequences.
- FG continues to demonstrate its commitment to health, safety, and the environment.
  - ✓ The Facility is being engineered and designed and will also be constructed with multiple layers of safety to meet and/or exceed applicable industry standards.
  - ✓ The Facility will be operated in compliance with all state and federal industrial regulations and standards, including the Risk Management Program (RMP) and the Process Safety Management (PSM) Program.
  - ✓ FG created and will follow an Emergency Response Plan (ERP), which has been reviewed by the parish.
  - ✓ FG complies with Ordinance Section 30-64, Defensive Emergency Protective Measures.
  - ✓ FG will comply with applicable requirements for safe storage of materials.

Providence Engineering and Environmental Group LLC

[WWW.PROVIDENCEENG.COM](http://WWW.PROVIDENCEENG.COM)

140-015-004NG Rev Land Use-Ltr-Higgins-PC-Buffer Zone



**ATTACHMENT A**

- FG is listening to community concerns and has incorporated measures into the design of the Facility to enhance the health and safety of the community.
  - ✓ The Facility will be sited well away from the nearest community and will be located in an industrial conformity area.
  - ✓ All units within the Facility will be approximately one mile from the new church planned to be built on Big Boy Street and the St. Louis Elementary School.

## **BACKGROUND**

As you know, FG plans to construct a world-class industrial facility in St. James Parish (the Facility) called the Sunshine Project. While FG must receive state and/or federal permits to do so, approval of the Commission under Ordinance 86-37 is also required. As part of the process, the Commission must "affirmatively consider the public need for buffer zones." Ordinance Section 86-37 (i)(2).<sup>1</sup>

The Facility is located within an area designated by the Ordinance for Industrial Use. The uses of the Facility are consistent with the Allowable Uses set forth in the Ordinance. The Ordinance in place at the time FG purchased the property included certain two-mile areas designated on the map, dated April 2, 2014, and entitled "Plantations Schools and Churches 2Mi Buffer." Notably, the map did not contain a two-mile radius that included FG's property. It was only after FG purchased the property that the Ordinance was amended to its current language.

Based on the information provided in the Application and below, there is no need for a buffer zone. FG has reviewed normal operations and potential failure scenarios to affirmatively establish that the construction and operation of the Facility poses little or no risk to the health and safety of the community. Additionally, FG's commitment to health and safety is established by its compliance with applicable standards and laws, the proper siting of the Facility away from the nearest community, and the measures it has already taken to enhance the health and safety of the community.

## **NORMAL OPERATIONS AND POTENTIAL FAILURE SCENARIOS**

The Ordinance requires that the Commission "consider not only normal operations of the use but potential failure scenarios impacting public safety." Section 86-37(j). FG has considered normal operations and reasonable potential failure scenarios to establish that there is no impact to the nearest community.

### **1. Normal Operations**

FG considered normal operations. Modeled emissions of toxic air pollutants show that no ambient air standard is exceeded at any off-site location. See Electronic Communication, dated July 27, 2018, with attachment, incorporated herein by reference.

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<sup>1</sup> It should be noted that, under Ordinance 86-37, there is no two mile area around churches and schools that is designated as a 'no-build' zone. Based on the quantity of certain substances on-site, there may be a two-mile area defined as an Impact Zone. However, this designation relates to the required contents of the application and does not define the extent of a possible buffer zone.

## 2. Reasonable Potential Failure Scenarios

FG also considered reasonable potential failure scenarios. A review of such scenarios establishes that the new church to be constructed on Big Boy Street and the St. Louis Elementary School are well beyond any potential impacts from reasonably potential failure scenarios. It is important to note, though, that potential failure scenarios are extremely unlikely to occur. The Facility will be designed and constructed using multiple layers of safety, such as level alarms, interlocking valves, shut-offs, emergency pipe routing, and other such safety mechanisms to prevent a failure scenario from occurring.

To assess reasonably potential failure scenarios, FG reviewed the list of materials it may have on-site (see ERP, App. F, attached to the Land Use Application) and determined the ones that could be present above RMP thresholds levels.<sup>2</sup> FG then evaluated reasonably potential failure scenarios for each such regulated substance. As facility design specifications have not been finalized, the scenarios are modeled as possible releases using information from other RMP facilities and U.S. Environmental Protection Agency (EPA) guidance documents and may be further refined during the RMP evaluation process required by the EPA.

FG used the RMP\*Comp software program, which is an EPA-approved program that is highly conservative. This means that the program tends to substantially exaggerate the extent of potential consequences and measures the maximum extent of potential off-site consequences from the source location.<sup>3</sup> See e.g., 40 CFR §68.22. The impact endpoint, in broad terms, is the distance a toxic vapor cloud, heat from a fire, or blast waves from an explosion will travel before dissipating to the point that serious injuries from short term exposures will no longer occur.

The results are summarized and contained in the attached report. See **Exhibits A and B** and **Figures 1 and 2**. As can be seen, the new church and school are well beyond the maximum extent of potential off-site consequences. Again, please note these consequences are unlikely to occur. The modeling, even though highly conservative, establishes that materials on-site will not cause or create a health or safety issue for even the nearest community.

### **FG'S COMMITMENT TO HEALTH, SAFETY, AND THE ENVIRONMENT**

Additionally, FG is committed to protecting the health and safety of its employees, the community, and the environment.

#### **f. Compliance With Applicable Standards And Laws**

The Sunshine Project will be designed and constructed to meet and/or exceed applicable industry standards. These standards include, but are not limited to, those established by the American Society of Mechanical Engineers (ASME) and the National Fire Protection Association (NFPA). The

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<sup>2</sup> Although some chlorine (in the form of sodium hypochlorite, or bleach) and bromine (in the form of bromine biocide) will be present on-site, they will be in liquid form and so were not reviewed for releases to the atmosphere.

<sup>3</sup> The source location is the on-site location within the Facility where the materials are stored, used, or located.

standards require numerous quality assurance requirements, such as specifications on the material (carbon steel, alloys, or others) used to construct the tanks, hydrostatic testing, radiological or other nondestructive testing for welds, cathodic protection, corrosion allowances incorporated into the shell and roof thickness design, and evaluation of foundation, wind, and seismic loading to support tank design.

The Sunshine Project will operate in compliance with all state and federal standards, which were established in order to protect the community and the environment. FG has a robust Health, Safety, and Environmental Policy. It will be subject to multiple permits and must prepare and follow several plans related to health and safety, such as the Spill Prevention, Countermeasures, and Control Plan, the Facility Security Plan, and others.

Additionally, FG and the Facility will be subject to, and must comply with, the provisions of the Chemical Accident Prevention (CAP) Program (40 CFR Part 68, also known as the RMP and the PSM Program (29 CFR 1910.119). PSM/RMP are tools focused on preventing releases and reducing the frequency and severity of incidents resulting from releases of chemicals. The PSM/RMP requires, among many other things, a process hazard analysis, written operating procedures for each and every covered process, ongoing training, management of change procedures, compliance audits, and emergency planning. The RMP requires that a detailed Risk Management Plan be prepared and submitted to EPA.<sup>4</sup>

There are also very strict requirements for assuring the mechanical integrity of pressure vessels and storage tanks, piping systems, relief and vent systems and devices, emergency shutdown systems and controls including monitoring devices, sensors, alarms, and interlocks. There must be written procedures to maintain the integrity of this equipment, training, routine inspections, and testing. By way of example, tanks storing regulated substances are subject to ongoing evaluations to ensure the integrity of the tank during operation, such as routine radiograph and/or ultrasonic testing, internal inspections, leak testing, and daily visual inspections of tank and containment areas.

## **2. Distance To Community**

FG has designated about 300 feet within the property boundary of its Facility as an internal buffer zone. As a result, all units within the Facility will be approximately one mile from the new church being built on Big Boy Street and the St. Louis Elementary School.

## **3. Steps Taken To Enhance The Health And Safety Of The Community**

In addition to the distance to the closest community, FG has taken numerous measures to enhance the Facility's safety and environmental protection. Some of these measures are detailed below.

After consultation and discussion with the Parish, FG revised its plot plan. FG relocated some of its units along the western boundary, farther away from the new church and school.

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<sup>4</sup> In addition to the modeling discussed herein, a process hazard analysis will be conducted, as required by the PSM/RMP programs. Design, operational, and other changes may be made to address any concerns raised in that analysis.

The Application contains a comprehensive ERP. It has been reviewed by the Parish and revised to address the Parish's comments. See Letter, dated July 23, 2018, incorporated herein by reference. The objective of the ERP is to minimize risk to personnel and the surrounding community and its first guiding principle is that human health and welfare are more important than equipment and operations. To meet these objectives and principles, the ERP includes provisions regarding coordination with local officials, such as parish emergency response personnel, the creation of an emergency command structure, programs for prevention and detection of emergencies, emergency training, and response procedures and equipment.

The Parish confirmed compliance with Section 30-64, Defensive Emergency Protective Measures, as required by Section 86-37(g)(3)(c). See Electronic Communication, dated July 18, 2018, incorporated herein by reference.

FG will comply with applicable requirements for safe storage of materials, such as distance requirements between storage vessels.

#### **CONCLUSION**

Based on the facts as provided, FG respectfully submits that there is no evidence supporting the establishment of a buffer zone and, as a result, FG respectfully requests that the Commission find that a buffer zone is not required.

Sincerely,



Melanie Hanks  
Site Evaluation and Remediation Services Director  
Providence Engineering and Environmental Group LLC  
on behalf of FG LA LLC

**EXHIBITS**

EXHIBIT A  
 REASONABLE POTENTIAL RELEASE SCENARIOS  
 FG LA LLC - THE SUNSHINE PROJECT  
 ST. JAMES PARISH, LOUISIANA

Emission Point ID (as referenced in Air Permit)	Substance	Longitude	Latitude	Release Amount (lbs)	Release Duration	Reasonable Potential Release Scenario <sup>1</sup>	Standard Industry Practice for Active Mitigation	Distance from Potential Release Source to Impact Area Endpoint (miles)	Distance from Potential Release Source to Big Boy Street (miles)
US-PRTK-BUTE1 Butene Pressure Tank 2	Butene	90° 55' 15.66" W	30° 3' 39.12" N	4,000	3 minutes (1,333 lbs/min)	Broken pipe causing release of 4,000 pounds over three minutes, with a release rate of 1,333 lbs/min	Fire water system and combustible gas detectors	0.06	1.98
PR-PRTK-PRO2 Propylene Pressure Sphere 2 <sup>1</sup>	Propylene	90° 55' 8.93" W	30° 3' 21.83" N	4,000	6 minutes (667 lbs/min)	Release from line at tank.	Fire water system and combustible gas detectors	0.08	1.61
PR-PRTK-PRO1 Propylene Pressure Sphere 1	Propylene	90° 55' 8.93" W	30° 3' 21.83" N	100,000	10 minutes (10,000 lbs/min)	Pipeline leak. Release over 10-minute duration, with a release rate of 10,000 lbs/min.	Fire water system and combustible gas detectors	0.2	1.61
ET2-PRTK-AMM Aqueous Ammonia Tank	Aqueous Ammonia 20%	90° 54' 46.00" W	30° 3' 28.82" N	52,900	30 minutes (1,763 lbs/min)	Release over 30 minutes of approximately 20% of tank.	Fire water system, level alarms, and shut-off valves	0.2	1.21
UT Ammonia Tank 1 <sup>2</sup>	Aqueous Ammonia 20%	90° 55' 20.05" W	30° 3' 20.19" N	132,000	30 minutes (4,400 lbs/min)	Release over 30 minutes of approximately 20% of tank.	Fire water system, level alarms, and shut-off valves	0.3	1.77
Pipeline into propylene plant	Propylene	90° 56' 6.73" W	30° 3' 28.17" N	150,000	10 minutes (15,000 lbs/min)	Release of approximately 150,000 pounds.	Fire water system and combustible gas detectors	0.3	1.57
ET2-PRTK-ET3 Ethylene Pressure Sphere	Ethylene	90° 54' 49.80" W	30° 3' 22.29" N	1,050	10 minutes (105 lbs/min)	A valve is damaged; ethylene pressure relief vents. Less than 1,050 pounds of ethylene released at a rate of 105 lbs/minute.	Fire water system and combustible gas detectors	0.06	1.79
ET2-PRTK-C2 Ethane Pressure Tank	Ethane	90° 54' 47.85" W	30° 3' 30.99" N	65,000	10 minutes (6,500 lbs/min)	Pipeline leak	Fire water system and combustible gas detectors	0.2	1.37
EG2 Catalyst Inhibitor Tank <sup>4</sup>	Ethylene/Ethyl Chloride	90° 54' 46.93" W	30° 3' 37.55" N	1,000	3 minutes (333 lbs/min)	Catalyst vessel rupture.	Fire water system and combustible gas detectors	0.06	1.26

**Notes:**

<sup>1</sup>All potential release scenarios are modeled from other RMP facilities as possible releases/actual incidents. These scenarios may be further refined during the Risk Management Program evaluation process required by the EPA

<sup>2</sup>This scenario is not included on Figure 1. The distance to the impact endpoint is smaller than the other modeled propylene scenario.

<sup>3</sup>This scenario is not included on Figure 1 as the other aqueous ammonia potential source location is closer to Big Boy Street.

<sup>4</sup>Ethyl Chloride will be present on-site as an ethylene/ethyl chloride mixture. Total quantity of ethyl chloride on-site will be less than 14 lbs.

lbs/min - pounds per minute  
 psi - pounds per square inch  
 NA - Not applicable

EXHIBIT B  
BLEVE VESSEL REASONABLE POTENTIAL RELEASE SCENARIOS<sup>1</sup>  
FG LA LLC - THE SUNSHINE PROJECT  
ST. JAMES PARISH, LOUISIANA

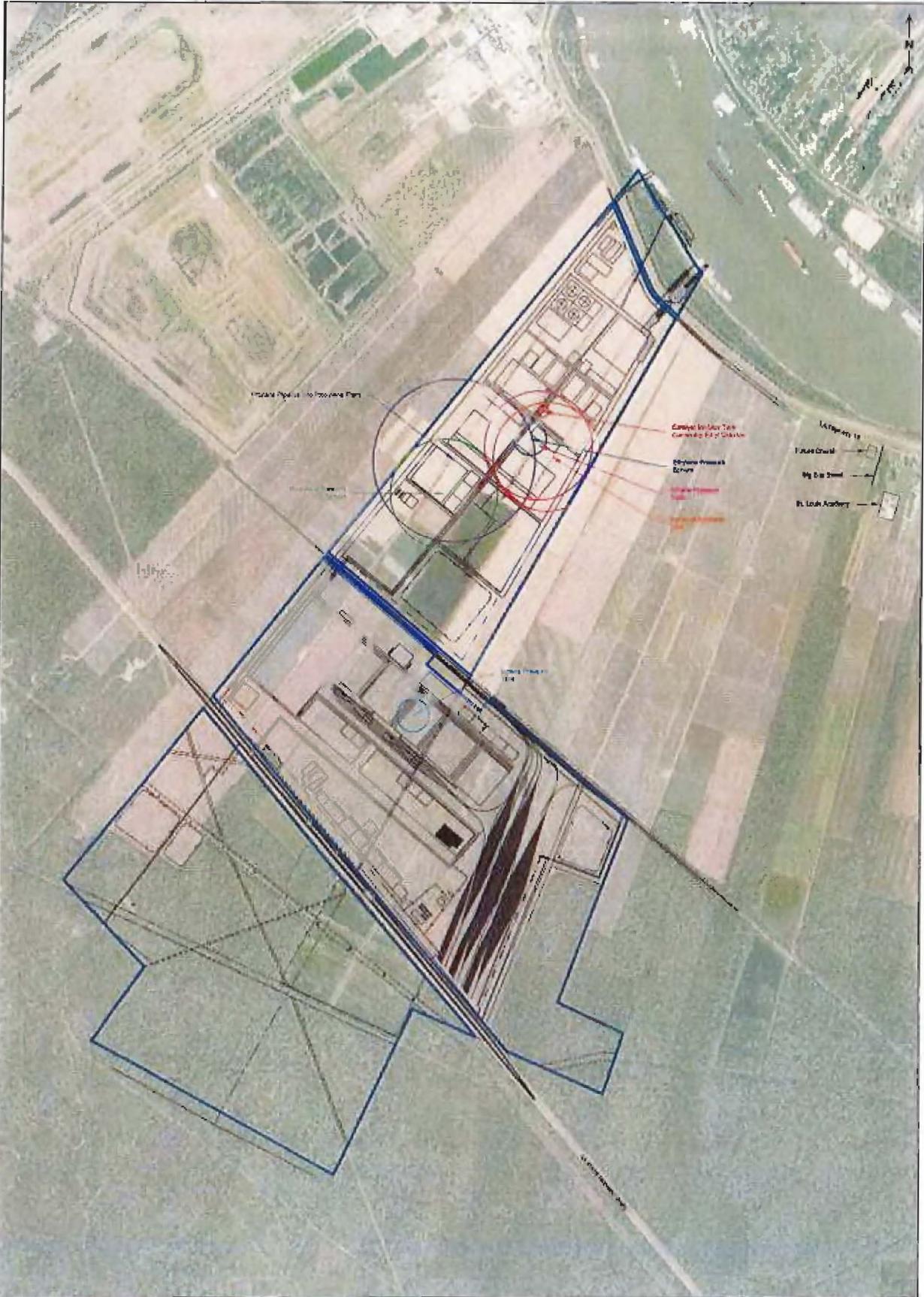
Emission Point ID (as referenced in Air Permit)	Substance	Longitude	Latitude	Release Amount (lbs)	Release Duration	Reasonable Potential Release Scenario <sup>1</sup>	Standard Industry Practice for Active Mitigation	Distance from Potential Release Source to Impact Area Endpoint (miles)	Distance from Potential Release Source to Big Boy Street (miles)
LLD-PRTK-BUTE1 Butene Pressure Tank 2	Butene	90° 55' 15.66" W	30° 2' 39.12" N	85.21	25-foot, 4 inch diameter unloading hose	Pull-away explosion due to transfer hose rupture.	Fire water system and combustible gas detectors	0.2	1.95
LLD-PRTK-BUTE1 Butene Pressure Tank 2	Butene	90° 55' 15.66" W	30° 2' 39.12" N	620,323	10 minute release 6 inch pipe	Process piping break	Fire water system and combustible gas detectors	0.8	1.95
LLD-PRTK-BUTE1 Butene Pressure Tank 2	Butene	90° 55' 15.66" W	30° 2' 39.12" N	8,427	5 minute release	Safety relief valve lift	Fire water system and combustible gas detectors	0.1	1.95
PR-PRTK-PROPAN PR Propane Pressure Sphere	Propane	90° 55' 10.46" W	30° 3' 22.86" N	67.89	25-foot, 4 inch diameter unloading hose	Pull-away explosion due to transfer hose rupture.	Fire water system and combustible gas detectors	0.01	1.6
PR-PRTK-PROPAN PR Propane Pressure Sphere	Propane	90° 55' 10.46" W	30° 3' 22.86" N	212,083	10 minute release 6 inch pipe	Process piping break	Fire water system and combustible gas detectors	0.5	1.6
PR-PRTK-PROPAN PR Propane Pressure Sphere	Propane	90° 55' 10.46" W	30° 3' 22.86" N	5,419	5 minute release	Safety relief valve lift	Fire water system and combustible gas detectors	0.1	1.6
ET2-PRTK-ET3 Ethylene Pressure Sphere	Ethylene	90° 54' 49.80" W	30° 3' 32.29" N	77.01	25-foot, 4 inch diameter unloading hose	Pull-away explosion due to transfer hose rupture.	Fire water system and combustible gas detectors	0.02	1.29
ET2-PRTK-ET3 Ethylene Pressure Sphere	Ethylene	90° 54' 49.80" W	30° 3' 32.29" N	175,603	10 minute release 6 inch pipe	Process piping break	Fire water system and combustible gas detectors	0.5	1.29
ET2-PRTK-ET3 Ethylene Pressure Sphere	Ethylene	90° 54' 49.80" W	30° 3' 32.29" N	3,365	5 minute release	Safety relief valve lift	Fire water system and combustible gas detectors	0.06	1.29

BLEVE - Boiling Liquid Expansion Vapor Explosion

~~Notes:~~

<sup>1</sup>BLEVE Scenarios are modeled from EPA's Risk Management Program Guidance for Propane Storage Facilities document.

**FIGURES**



**Legend**

Property Boundary	10' Buffer Zone - 10' Buffer Zone
Future Growth	Utility Service - 100' Buffer Zone
Process Equipment	Process Equipment - 10' Buffer Zone
Other	Process Equipment - 10' Buffer Zone

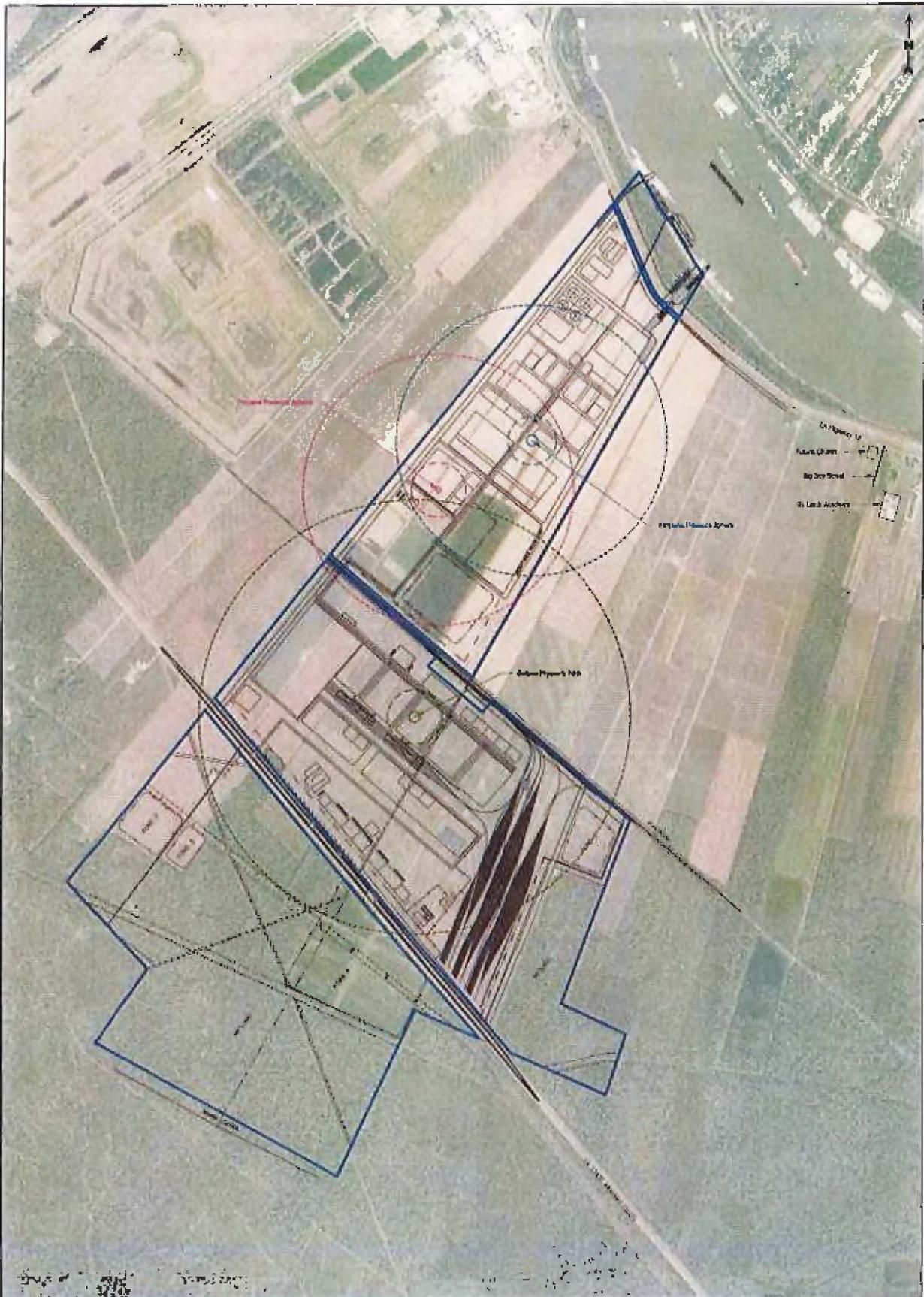
**Notes:**

- 1. All dimensions are based on ground surface, unless noted.
- 2. All dimensions are based on ground surface, unless noted.

Item Description	Item ID
Process Equipment	PE-001
Process Equipment	PE-002
Process Equipment	PE-003
Process Equipment	PE-004
Process Equipment	PE-005
Process Equipment	PE-006
Process Equipment	PE-007
Process Equipment	PE-008
Process Equipment	PE-009
Process Equipment	PE-010
Process Equipment	PE-011
Process Equipment	PE-012
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Process Equipment	PE-096
Process Equipment	PE-097
Process Equipment	PE-098
Process Equipment	PE-099
Process Equipment	PE-100

**Responsible Professional Engineer**  
**Michael J. [Name]**  
 License No. [Number]  
 State of Missouri

**Project Information**  
 Project Name: [Name]  
 Project Location: [Address]  
 Project Date: [Date]



LA Highway 10  
 Future Channel  
 Big Dry Canal  
 St. Louis Avenue

Proposed Floodwall System

Future Property PUP

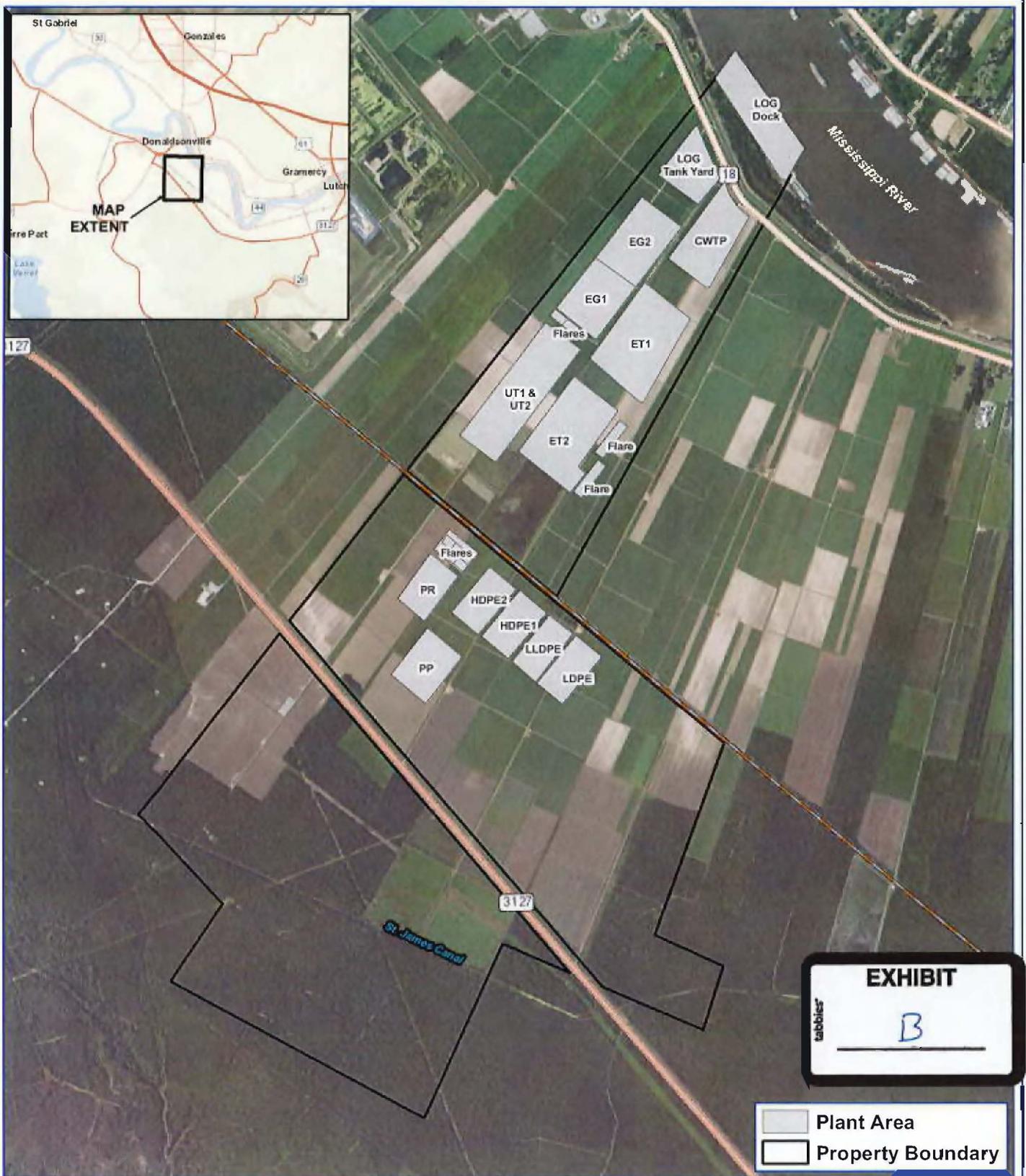
**Legend**  
 Proposed Property Boundary  
 Proposed Floodwall System  
 Future Property PUP  
 Future Channel  
 Big Dry Canal  
 St. Louis Avenue

Term Description	FOIA Request ID
Proposed Floodwall System	110-PH-00111
Future Property PUP	110-PH-00111
Future Channel	110-PH-00111
Big Dry Canal	110-PH-00111
St. Louis Avenue	110-PH-00111

**SEVE Vesel**  
**Reasonable Potential**  
**Release Scenario**  
 St. Louis Project Canal User Agreement  
 St. Louis, St. Louis Project, Colorado

**FOIA LLC**  
 St. Louis Project

110-PH-00111  
 110-PH-00111  
 110-PH-00111



**EXHIBIT**  
 B

- Plant Area
- Property Boundary

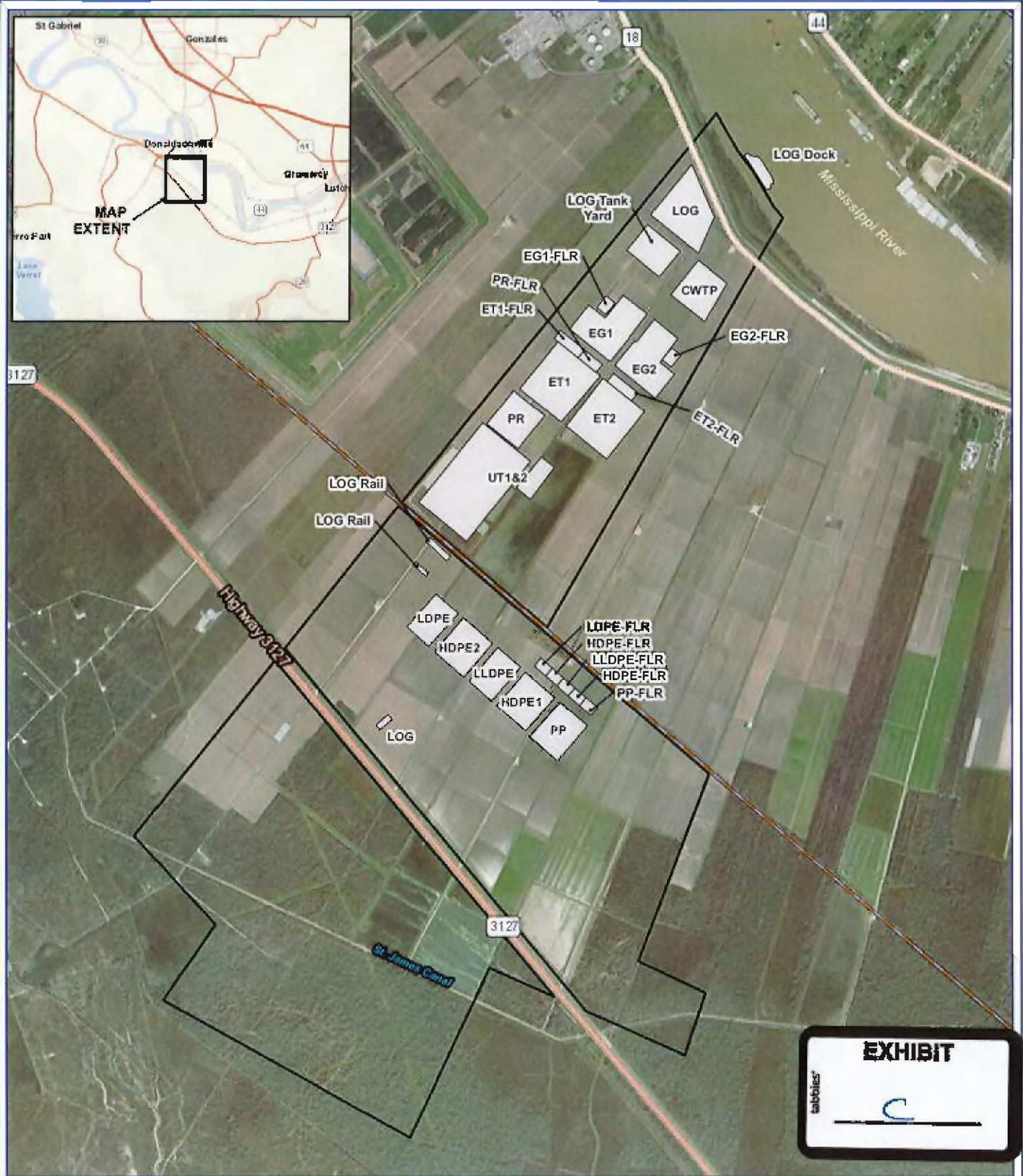

0    1,000    2,000  
Feet



Sources: ESRI- World Imagery Basemap; Datum: NAD83 Harn State Plane LA South FIPS 1702 Feet



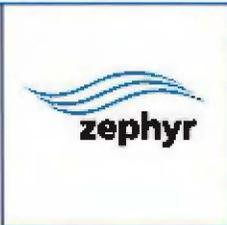
<b>AREA MAP</b>			
<b>Facility Overview</b>			
<b>FG LA LLC</b>			
<b>St. James Parish, Louisiana</b>			
\\P1521223\shared\Gates\4\Perme\Agg\1504\1504\1504\015044.rpt by Stachewicz\ep. 10/30/2017			
Drafted By: <b>K. Garcia</b>	Reviewed By: <b>K. Olson</b>	Project ID: <b>047229.001</b>	Date: <b>10/30/2017</b>




 0 1,000 2,000  
 Feet



Sources: ESRI - World Imagery Basemap; Datum: NAD83 Horn State Plane LA South FIPS 1702 Feet



<b>Figure 2.1 - AREA MAP</b>			
<b>Facility Overview</b>			
<b>FG LA LLC</b>			
<b>St. James Parish, Louisiana</b>			
<small>© 2018 FG LA LLC. All Rights Reserved. This map is a derivative work of the 2018 Census Bureau TIGER/Line Shapefiles. It is not to be used for any other purpose without the express written permission of FG LA LLC.</small>			
Drafted By: K. Garcia	Reviewed By: K. Olson	Project ID: 150097	Date: 2/7/2018



December 23, 2019

St. James Parish Council  
5800 Hwy. 44  
Convent, LA 70723

By email to: [linda.hubbell@stjamesparishla.gov](mailto:linda.hubbell@stjamesparishla.gov)

Re: FG LA LLC (Formosa) Land Use Decision

To the St. James Parish Council:

RISE St. James and Louisiana Bucket Brigade ask that the St. James Parish Council seek a reopening of its decision (Resolution 19-07, Jan. 24, 2019) and rescind its approval of the construction of the chemical complex proposed by FG LA LLC (“FG” or “Formosa”). Formosa’s chemical complex would be among the largest petrochemical complexes in the entire United States. Formosa is seeking air permits allowing it to release over 800 tons per year of designated toxic air pollutants, which would double the parish-wide total amount of such emissions.

The Council must reopen and rescind its approval because Formosa appears to have misled the Parish that it altered its site design to minimize the risk of harm to the elementary school and church about a mile away, in District 5. In addition, in the time since Resolution 19-07 was adopted by the Council, the evidence of the risks from Formosa’s toxic air emissions to St. James Parish residents has only grown more alarming. For example, recent analysis conducted by The Advocate and ProPublica shows that the area where Formosa wants to build is already “more toxic with cancer-causing chemicals than 99.6% of industrialized areas in the country.”<sup>1</sup> The study concludes that if Formosa is allowed to operate, the emissions from the complex would expose area residents to “more than triple” the toxic levels of cancer-causing chemicals.<sup>2</sup> The study provides new information on the impact of Formosa’s cumulative toxic emissions in combination with other industrial sources that already saturate the area with cancer-causing chemicals. This was the first assessment of cumulative toxic pollutant impacts of this project. The Parish must consider this new information and rescind its decision to allow Formosa to build what would be one of the nation’s most toxic facilities and increase the cancer risk to area residents and elementary school children who are already exposed to high concentrations of toxic

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<sup>1</sup>L. Younes, ProPublica, “What Could Happen if a \$9.4 Billion Chemical Plant Comes to ‘Cancer Alley’” (Nov. 18, 2019), <https://www.propublica.org/article/what-could-happen-if-a-9.4-billion-chemical-plant-comes-to-cancer-alley>

<sup>2</sup> *Id.*

pollutants.

There is precedent for the Parish to take such action. Indeed, the Jefferson Parish Council rescinded its decision—made 15 months earlier—to allow the construction of a new chemical plant at an existing facility.<sup>3</sup> The decision came after area residents raised concerns about the health and safety impacts of the facility after the parish had already given its approval to construct. At the meeting where the council rescinded its decision, one council member made an impassioned remark, stating: “No matter how much money [the] company is bringing into the parish, it can’t replace life.”<sup>4</sup>

RISE St. James and Louisiana Bucket Brigade provide the following detailed information in support of this request, along with the information presented to the Council today in a separate letter detailing recent revelations confirming that Formosa would build its project on former slave burial grounds.

- I. Formosa’s air permit applications pending before LDEQ show that the company did not revise its plot plan and move units away from the elementary school and church as it claimed to the Parish.

On June 25, 2018, Formosa submitted an application to the St. James Parish Planning Commission for approval to build a massive chemical complex near Welcome (“Land Use Application”) with 14 separate plants (also called units).<sup>5</sup> Formosa’s Land Use Application includes a plot plan that shows the physical layout of the facility and placement of the various plants or units.<sup>6</sup> Formosa had already finalized its plot plan that it submitted to LDEQ in support of its air applications on February 7, 2018, several months before it submitted its Land Use Application to the Parish.<sup>7</sup> Indeed, the layout of the facility and placement of the various units or plants had been established and finalized with the LDEQ by the time Formosa submitted its application to the Planning Commission on June 25, 2018.

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<sup>3</sup> D. Broach, The Times-Picayune, “Cyanide plant permit revoked by Jefferson Parish Council in extraordinary about-face” (April 5, 2019), [https://www.nola.com/news/business/article\\_0213a2a2-149f-5cf4-85fe-df0cee348cc0.html](https://www.nola.com/news/business/article_0213a2a2-149f-5cf4-85fe-df0cee348cc0.html).

<sup>4</sup> WDSU, “JP council votes to rescind permit for cyanide plant expansion” (April 3, 2019), <https://www.wdsu.com/article/jp-council-votes-to-rescind-cyanide-plant-expansion/27032351>.

<sup>5</sup> See FG LA Land Use App (June 25, 2019) (on file with the St. James Parish Planning Commission as item #18-30).

<sup>6</sup> *Id.* at Plot Plan, pdf. p. 14 of 430, Ex. A.

<sup>7</sup> FG LA Area Map, Facility Overview, Feb. 7, 2018, LDEQ EDMS 11668418, pdf. p. 2, Ex. B (showing most current plot plan on file with the LDEQ in support of Formosa’s air applications), <https://edms.deq.louisiana.gov/app/doc/view.aspx?doc=11668418&ob=yes&child=yes>. The decision as to whether or not to issue the permits is still pending before LDEQ.

On October 19, 2018—well after Formosa submitted its application to the parish and finalized its plot plan with LDEQ—Formosa told the Parish that “[a]fter consultation and discussion with the Parish, FG revised its plot plan.”<sup>8</sup> Formosa went on to say that “FG relocated some of its units along the western boundary, farther away from the new church and school.” *Id.* But had Formosa revised its plot plan and relocated any of its units, it would have been necessary for Formosa to have updated its plot plan and potentially the air quality analysis that it submitted to the LDEQ in support of its air permit applications. LDEQ’s database of Formosa’s permit application submissions do not include an updated plot plan or an updated air quality analysis that would reflect Formosa’s changes.<sup>9</sup> In fact, the most current, available information shows that all units are in the same location as they had been when Formosa first submitted its Land Use Application to the Parish.

The fact that there is no evidence that Formosa revised its plot plan and moved units away from the church and school to satisfy the Parish’s concerns as Formosa said it had done calls into question the basis for the Parish’s decision to approve Formosa’s Land Use Application. That is, the Parish Council’s decision approving the application is based on its finding that “[t]he physical and environmental impacts of the proposal are within allowable limits, and are substantially mitigated by the physical layout of the facility, and the location of the site in proximity to existing industrial uses and away from residential uses.”<sup>10</sup> But as explained above, the physical layout of the facility was not changed to satisfy the Parish’s concerns. The Parish must reopen its decision on Formosa’s Land Use Application and rescind its approval after an investigation of this issue. Indeed, the record of the Parish’s decision shows that it approved the Land Use Application with the understanding that “FG revised its plot plan” and “relocated some of its units along the western boundary, farther away from the new church and school.”<sup>11</sup> This understanding appears to be mistaken.

Furthermore, the physical layout of the facility is the worst layout imaginable for health risks to the area residents and the elementary school children nearby. The most hazardous units in terms

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<sup>8</sup> Ltr from Formosa’s consultant Providence Engineering to Blaise Gravois, Director of Operations St. James Parish Government, Oct. 19, 2019, attached as exhibit R to Formosa’s Supp EAS, LDEQ EDMS 11457119, Ex. C, <https://edms.deq.louisiana.gov/app/doc/view.aspx?doc=11457119&ob=yes&child=yes>.

<sup>9</sup> See LDEQ’s EDMS showing permit application materials for Formosa organized by Agency Interest (AI) number 198351 at <https://edms.deq.louisiana.gov/app/doc/queryresults.aspx>.

<sup>10</sup> St. James Parish Council Resolution 19-07, Denying the Appeal of RISE St. James and Approving the Application of FG LA LLC under the St. James Parish Land Use Ordinance, with Conditions, at 5 (Jan. 24, 2019) (emphasis added), attached as exhibit A to Formosa’s Aug. 12, 2019 Comments, LDEQ EDMS 11817939, Ex. D, <https://edms.deq.louisiana.gov/app/doc/view.aspx?doc=11817939&ob=yes&child=yes>.

<sup>11</sup> Ltr from Formosa’s consultant Providence Engineering to Blaise Gravois, Director of Operations St. James Parish Government, Oct. 19, 2019, attached as exhibit R to Formosa’s Supp EAS, LDEQ EDMS 11457119, Ex. C, <https://edms.deq.louisiana.gov/app/doc/view.aspx?doc=11457119&ob=yes&child=yes>.

of cancer-causing air pollutants at the proposed complex are the two ethylene production plants known as “ethylene crackers” and the two ethylene glycol plants. Indeed, the two ethylene crackers would be permitted to emit the majority of the 1,3-butadiene<sup>12</sup> and benzene<sup>13</sup> emissions at the complex, and the two ethylene glycol plants would be responsible for all of the complex’s ethylene oxide<sup>14</sup> emissions.<sup>15</sup> These four plants would be located toward the front of the 2300-acre site closer to the Mississippi River, not in the back of the site away from residential developments.<sup>16</sup> In addition, one of the ethylene crackers and one of the ethylene glycol plants

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<sup>12</sup> The Department of Health and Human Services, IARC, and EPA have determined that 1,3-butadiene is a human carcinogen. Studies have shown that workers exposed to 1,3-butadiene may have an increased risk of cancers of the stomach, blood, and lymphatic system. Exposure to 1,3-butadiene occurs mainly from breathing contaminated air. Effects on the nervous system and irritations of the eyes, nose and throat have been seen in people who breathed air contaminated with 1,3 butadiene. <https://www.atsdr.cdc.gov/toxfaqs/tf.asp?id=458&tid=81>

<sup>13</sup> Benzene is a known carcinogen that has been linked to blood disorders such as leukemia, immune system damage and chromosomal mutations. Short-term exposure causes headaches, drowsiness, dizziness, as well as eye, skin, and respiratory tract irritation, and, at high levels, unconsciousness. Long-term exposure can lead to harmful health impacts ranging from anemia to leukemia. Studies have shown that communities living near benzene-emitting industrial facilities experience higher incidences of non-Hodgkin lymphoma. See Centers for Disease Control and Prevention, Emergency Preparedness and Response, Facts About Benzene, <https://emergency.cdc.gov/agent/benzene/basics/facts.asp>; Xing, Caihong et al., Benzene Exposure Near the U.S. Permissible Limit Is Associated with Sperm Aneuploidy, 118 *Environ Health Perspectives* 833 (2010), doi:10.1289/ehp.0901531; U.S. Environmental Protection Agency, Benzene, <https://www.epa.gov/sites/production/files/2016-09/documents/benzene.pdf>; American Cancer Society, Benzene and Cancer Risk, <https://www.cancer.org/cancer/cancer-causes/benzene.html>; EurekaAlert!, Higher cancer incidences found in regions near refineries and plants that release benzene, July 29, 2013, [https://www.eurekaalert.org/pub\\_releases/2013-07/w-hci072413.php](https://www.eurekaalert.org/pub_releases/2013-07/w-hci072413.php).

<sup>14</sup> According to EPA, Ethylene Oxide is linked to breast cancer, non-Hodgkin lymphoma, and lymphocytic leukemia. Evaluation of the Inhalation Carcinogenicity of Ethylene Oxide, EPA 3-66 (Dec. 2016), [https://cfpub.epa.gov/ncea/iris/iris\\_documents/documents/toxreviews/1025tr.pdf](https://cfpub.epa.gov/ncea/iris/iris_documents/documents/toxreviews/1025tr.pdf).

In addition to significant cancer risks, the Agency for Toxic Substances and Disease Registry (“ATSDR”) warns that acute respiratory exposure to Ethylene Oxide may cause narrowing of the bronchi and partial lung collapse. Inhalation of Ethylene Oxide can also produce central nervous system (“CNS”) depression, and in extreme cases, respiratory distress and coma. The ATSDR also notes that children may be more vulnerable to Ethylene Oxide exposure, especially chronic exposure. Ethylene Oxide ([CH<sub>2</sub>]<sub>2</sub>O), ASTDR, <https://www.atsdr.cdc.gov/MHMI/mmg137.pdf>. EPA and the ATSDR have also warned that inhalation exposure to Ethylene Oxide can lead to spontaneous abortions. Ethylene Oxide: Hazard Summary, <https://www.epa.gov/sites/production/files/2016-09/documents/ethylene-oxide.pdf>; Toxicological Profile for Ethylene Oxide, <https://www.atsdr.cdc.gov/toxprofiles/tp137.pdf>.

<sup>15</sup> See LDEQ Statement of Basis, LDEQ EDMS 11687336, pdf. pp. 124-205, <https://edms.deq.louisiana.gov/app/doc/view.aspx?doc=11687336&ob=yes&child=yes>.

<sup>16</sup> See Formosa Area Map, Feb. 7, 2018, LDEQ EDMS 11668418, pdf. p. 2 (showing Ethylene Glycol plants as EG1 and EG2 and associated flares as EG1-FLR and EG2-FLR, and showing Ethylene Crackers

will be located on the eastern side of the site towards the elementary school, not along the western boundary.<sup>17</sup>

While Formosa promises it will install fenceline monitoring, that monitoring will not collect data on many significant toxics, like benzene emissions. Further, the monitors will only be located on the eastern boundary of its facility, which does nothing for the residents across the river in the Fourth District who live closer to the site than anyone. As shown below, Formosa's own modeling concluded that ethylene oxide concentrations in amounts greater than what EPA considers to be the upper limit of an acceptable risk (i.e., 0.02  $\mu\text{g}/\text{m}^3$  or 1-in-10,000 cancer risk) extend to the community to the north, which is known as Union.<sup>18</sup> Ethylene oxide is a principal culprit for the approximately 100 census tracts in the nation—including one in St. James Parish and many in the River Parishes—whose cancer risks exceed the level EPA considers acceptable.<sup>19</sup> Ethylene Oxide's alarming risk potential has led to the recent closure of plants that emitted the chemical in Georgia and Illinois.<sup>20</sup>

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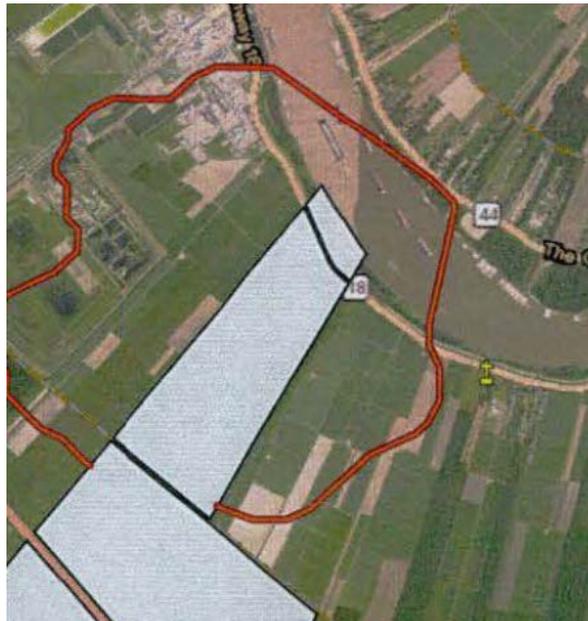
as ET1 and ET2 and associated flares as ET1-FLR and ET2-FLR), Ex. B,  
<https://edms.deq.louisiana.gov/app/doc/view.aspx?doc=11668418&ob=yes&child=yes>.

<sup>17</sup> See Formosa's Map "Distance to Fifth Ward Elementary School," Ex. E.

<sup>18</sup> See Formosa Supp. EAS (Jan. 7, 2019) at P-1, LDEQ EDMS 11457119 (FG LA Ethylene Oxide Contour Map, Dec. 2018 (i.e., cancer risk plot) with red line representing extent of its modeled ethylene oxide concentrations greater than 0.02  $\mu\text{g}/\text{m}^3$  (i.e., 1-in-10,000 risk),  
<https://edms.deq.louisiana.gov/app/doc/queryresults.aspx>.

<sup>19</sup> See S. Lerner, The Intercept, "A Tale of Two Toxic Cities: The EPA's Bungled Response to an Air Pollution Crisis Exposes a Toxic Racial Divide" (Feb. 24, 2019),  
<https://theintercept.com/2019/02/24/epa-response-air-pollution-crisis-toxic-racial-divide/> ("Ninety-one percent of the risk in these communities is caused by three major pollutants: chloroprene, ethylene oxide, and formaldehyde.")

<sup>20</sup> See S. Lerner, The Intercept, "New Orleans Chemical Complex Would Displace Suspected Slave Burial Ground in Louisiana's "Cancer Alley" (Dec. 18, 2019), <https://theintercept.com/2019/12/18/formosa-plastics-louisiana-slave-burial-ground/> (referencing articles available here: <https://www.claimsjournal.com/news/southeast/2019/10/30/293865.htm>; <https://abc7chicago.com/health/sterigenics-will-permanently-close-willowbrook-facility-company-announces/5579321/>).



Moreover, the fence-line monitoring Formosa agreed to conduct will not measure the cumulative effect of these toxic pollutants when added together and with other sources of air pollution—which is something the Parish must consider as discussed in section II below.

II. Recent analysis shows that Formosa would double and triple toxic exposures for area residents.

After The Advocate reported on July 8, 2019 that Formosa’s “planned operation could emit enough new toxic chemicals to nearly double” the toxic emissions emitted parish-wide,<sup>21</sup> the Advocate and ProPublica launched a series about the increase in industrial pollution in Louisiana titled “Polluter’s Paradise.”<sup>22</sup> The series focuses in part on the toxic impact of Formosa’s planned chemical complex, where an air quality modeling expert analyzed Formosa’s expected toxic emissions in combination with toxic emissions from existing emission sources in the area.<sup>23</sup> The Advocate and ProPublica reported that the expert used the same modeled toxic pollutant

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<sup>21</sup> See D. Mitchell, The Advocate, “For massive new plants, Formosa wants OK to double amount of chemical released into St. James Parish air” (July 8, 2019), [https://www.theadvocate.com/baton\\_rouge/news/article\\_c30d4620-a1be-11e9-837c-13f09466bb79.html](https://www.theadvocate.com/baton_rouge/news/article_c30d4620-a1be-11e9-837c-13f09466bb79.html)

<sup>22</sup> See ProPublica, “Polluter’s Paradise, Environmental Impact in Louisiana,” <https://www.propublica.org/series/polluters-paradise>

<sup>23</sup> See L. Younes, ProPublica, “In a Notoriously Polluted Area of the Country, Massive New Chemical Plants Are Still Moving in, ProPublica” (Oct. 30, 2019), <https://projects.propublica.org/louisiana-toxic-air/>; Lylla Younes, What Could Happen if a \$9.4 Billion Chemical Plant Comes to ‘Cancer Alley’, ProPublica, Nov. 18, 2019, <https://www.propublica.org/article/what-could-happen-if-a-9.4-billion-chemical-plant-comes-to-cancer-alley>

concentrations that LDEQ relied on when it issued Formosa's draft permits, along with data from EPA's Risk-Screening Environmental Indicators (RSEI) model.<sup>24</sup> EPA and multiple state agencies use the RSEI model as the best available tool for understanding which high-pollution areas warrant further scrutiny. The RSEI model can be used by decision-makers like the Parish to assess and scrutinize proposed sources in areas that are already inundated with toxic emissions and assess whether new sources should be allowed to build. Specifically, the RSEI model "incorporates information from the [EPA's] Toxics Release Inventory (TRI) on the amount of toxic chemicals released, together with factors such as the chemical's fate and transport through the environment, each chemical's relative toxicity, and potential human exposure."<sup>25</sup> The model calculates the estimated chemical concentrations from toxic industrial plant emissions across the country down to 810-by-810-meter blocks, providing focused information that highlights the risk to fenceline and other communities located near toxic facilities.

Using the RSEI model and Formosa's toxic pollutant dispersion modeling,<sup>26</sup> The Advocate and ProPublica reported that if LDEQ allows Formosa to build and operate the complex, the residents across the Mississippi River "will face double the toxic levels of cancer-causing chemicals than they currently do," and that "[o]ne mile east in the St. James community, those levels could more than triple."<sup>27</sup> The Advocate and ProPublica also reported that the "analysis estimates that the air around Formosa's site is more toxic with cancer-causing chemicals than 99.6% of industrialized areas of the country" already, and that "[i]f the complex emits all the chemicals it proposes in its permit application, it would rank in the top 1% nationwide of major plants in America in terms of the concentrations of cancer-causing chemicals in its vicinity."<sup>28</sup> The Advocate and ProPublica illustrated Formosa's impact with the following graphic showing the current toxicity level around the Formosa site as compared to the expected toxicity level if Formosa is allowed to operate using the color scale shown.

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<sup>24</sup> See L. Younes and A. Shaw, ProPublica, "How We Found New Chemical Plants Are Being Built in South Louisiana's Most Polluted Areas" (Oct. 30, 2019) (detailing ProPublica's methodology used in its analysis), <https://www.propublica.org/article/how-we-found-new-chemical-plants-are-being-built-in-south-louisianas-most-polluted-areas>

<sup>25</sup> <https://www.epa.gov/rsei>

<sup>26</sup> See Formosa's Air Quality Analysis Report, July 2018, EDMS # 11246153, and all associated modeling files.

<sup>27</sup> L. Younes, ProPublica, "What Could Happen if a \$9.4 Billion Chemical Plant Comes to 'Cancer Alley'" (Nov. 18, 2019, <https://www.propublica.org/article/what-could-happen-if-a-9.4-billion-chemical-plant-comes-to-cancer-alley>)

<sup>28</sup> *Id.*



This is new information that the Parish must now consider. Though Formosa could have done a similar assessment using the RSEI model, it chose not to do one, leaving this important information out of the application that it submitted to the Parish. The Parish cannot ignore the data that the RSEI model can generate, particularly because it appears that Formosa failed to relocate its emissions sources in response to precisely the same sort of concerns about toxic pollution from the Parish and residents. The Council must re-open its land use decision and rescind its approval while it considers the information provided by ProPublica or conducts its own assessment using the RSEI model in combination with Formosa's dispersion data to best understand the risk that Formosa's emissions (in combination with existing sources) would pose to area residents and the children who attend the elementary school just down the road.

For the foregoing reasons, the Council must reopen and rescind its approval of Formosa's Land Use Application. Thank you for your consideration.

Sincerely,

Corinne Van Dalen, Staff Attorney, La. Bar No. 21175  
Earthjustice  
900 Camp Street, Unit 303  
New Orleans, LA 70130  
[cvandalen@earthjustice.org](mailto:cvandalen@earthjustice.org)

RISE St. James and Louisiana Bucket Brigade Ltr to SJP Council  
Re: Formosa Land Use Decision  
Dec. 23, 2019  
Page 9 of 9

Michael L. Brown, Staff Attorney, La Bar No. 35444  
Earthjustice  
900 Camp Street, Unit 303  
New Orleans, LA 70130  
mlbrown@earthjustice.org

*On behalf of RISE St. James and Louisiana Bucket Brigade*





N

0 1,000 2,000  
Feet

Sources: ESRI- World Imagery Basemap; Datum: NAD83 Harn State Plane LA South FIPS 1702 Feet



<b>AREA MAP</b>			
<b>Facility Overview</b>			
<b>FG LA LLC</b>			
<b>St. James Parish, Louisiana</b>			
<small>H:\FPCC\17229 Mosaic Gavlon Air Permit Applications\0 Graphics\GIS\Area Map by Plant\AreaMap_Overview.mxd</small>			
<small>Drafted By:</small> K. Garcia	<small>Reviewed By:</small> K. Olson	<small>Project ID:</small> 159657	<small>Date:</small> 2/7/2018

**EXHIBIT B**

**ATTACHMENT B**



October 19, 2018

**VIA ELECTRONIC MAIL**

Mr. Blaise Gravois  
Director of Operations  
St. James Parish Government  
5800 Highway 44  
Convent, Louisiana 70723

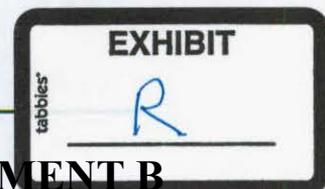
Re: FG LA LLC  
Application for St. James Parish Industrial Land Use  
Information Regarding Buffer Zone

Dear Mr. Gravois:

On behalf of FG LA LLC (FG), this letter will supplement the Application for St. James Parish Industrial Land Use, which was submitted on or about June 30, 2018 (the Application).

**EXECUTIVE SUMMARY**

- FG plans to construct a world-class industrial facility in St. James Parish (the Facility) on the west bank in an industrial conformity area.
  - ✓ FG has established that the Facility provides minimal risk to the surrounding community.
  - ✓ FG modeled various scenarios using conservative assumptions.
  - ✓ No ambient air standard is exceeded at any off-site location.
  - ✓ The community is well beyond the maximum extent of off-site consequences.
- FG continues to demonstrate its commitment to health, safety, and the environment.
  - ✓ The Facility is being engineered and designed and will also be constructed with multiple layers of safety to meet and/or exceed applicable industry standards.
  - ✓ The Facility will be operated in compliance with all state and federal industrial regulations and standards, including the Risk Management Program (RMP) and the Process Safety Management (PSM) Program.
  - ✓ FG created and will follow an Emergency Response Plan (ERP), which has been reviewed by the parish.
  - ✓ FG complies with Ordinance Section 30-64, Defensive Emergency Protective Measures.
  - ✓ FG will comply with applicable requirements for safe storage of materials.



- FG is listening to community concerns and has incorporated measures into the design of the Facility to enhance the health and safety of the community.
  - ✓ The Facility will be sited well away from the nearest community and will be located in an industrial conformity area.
  - ✓ All units within the Facility will be approximately one mile from the new church planned to be built on Big Boy Street and the St. Louis Elementary School.

## **BACKGROUND**

As you know, FG plans to construct a world-class industrial facility in St. James Parish (the Facility) called the Sunshine Project. While FG must receive state and/or federal permits to do so, approval of the Commission under Ordinance 86-37 is also required. As part of the process, the Commission must "affirmatively consider the public need for buffer zones." Ordinance Section 86-37 (i)(2).<sup>1</sup>

The Facility is located within an area designated by the Ordinance for Industrial Use. The uses of the Facility are consistent with the Allowable Uses set forth in the Ordinance. The Ordinance in place at the time FG purchased the property included certain two-mile areas designated on the map, dated April 2, 2014, and entitled "Plantations Schools and Churches 2Mi Buffer." Notably, the map did not contain a two-mile radius that included FG's property. It was only after FG purchased the property that the Ordinance was amended to its current language.

Based on the information provided in the Application and below, there is no need for a buffer zone. FG has reviewed normal operations and potential failure scenarios to affirmatively establish that the construction and operation of the Facility poses little or no risk to the health and safety of the community. Additionally, FG's commitment to health and safety is established by its compliance with applicable standards and laws, the proper siting of the Facility away from the nearest community, and the measures it has already taken to enhance the health and safety of the community.

## **NORMAL OPERATIONS AND POTENTIAL FAILURE SCENARIOS**

The Ordinance requires that the Commission "consider not only normal operations of the use but potential failure scenarios impacting public safety." Section 86-37(j). FG has considered normal operations and reasonable potential failure scenarios to establish that there is no impact to the nearest community.

### **1. Normal Operations**

FG considered normal operations. Modeled emissions of toxic air pollutants show that no ambient air standard is exceeded at any off-site location. See Electronic Communication, dated July 27, 2018, with attachment, incorporated herein by reference.

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<sup>1</sup> It should be noted that, under Ordinance 86-37, there is no two mile area around churches and schools that is designated as a 'no-build' zone. Based on the quantity of certain substances on-site, there may be a two-mile area defined as an Impact Zone. However, this designation relates to the required contents of the application and does not define the extent of a possible buffer zone.

## 2. Reasonable Potential Failure Scenarios

FG also considered reasonable potential failure scenarios. A review of such scenarios establishes that the new church to be constructed on Big Boy Street and the St. Louis Elementary School are well beyond any potential impacts from reasonably potential failure scenarios. It is important to note, though, that potential failure scenarios are extremely unlikely to occur. The Facility will be designed and constructed using multiple layers of safety, such as level alarms, interlocking valves, shut-offs, emergency pipe routing, and other such safety mechanisms to prevent a failure scenario from occurring.

To assess reasonably potential failure scenarios, FG reviewed the list of materials it may have on-site (see ERP, App. F, attached to the Land Use Application) and determined the ones that could be present above RMP thresholds levels.<sup>2</sup> FG then evaluated reasonably potential failure scenarios for each such regulated substance. As facility design specifications have not been finalized, the scenarios are modeled as possible releases using information from other RMP facilities and U.S. Environmental Protection Agency (EPA) guidance documents and may be further refined during the RMP evaluation process required by the EPA.

FG used the RMP\*Comp software program, which is an EPA-approved program that is highly conservative. This means that the program tends to substantially exaggerate the extent of potential consequences and measures the maximum extent of potential off-site consequences from the source location.<sup>3</sup> See e.g., 40 CFR §68.22. The impact endpoint, in broad terms, is the distance a toxic vapor cloud, heat from a fire, or blast waves from an explosion will travel before dissipating to the point that serious injuries from short term exposures will no longer occur.

The results are summarized and contained in the attached report. See **Exhibits A and B** and **Figures 1 and 2**. As can be seen, the new church and school are well beyond the maximum extent of potential off-site consequences. Again, please note these consequences are unlikely to occur. The modeling, even though highly conservative, establishes that materials on-site will not cause or create a health or safety issue for even the nearest community.

## **FG'S COMMITMENT TO HEALTH, SAFETY, AND THE ENVIRONMENT**

Additionally, FG is committed to protecting the health and safety of its employees, the community, and the environment.

### 1. Compliance With Applicable Standards And Laws

The Sunshine Project will be designed and constructed to meet and/or exceed applicable industry standards. These standards include, but are not limited to, those established by the American Society of Mechanical Engineers (ASME) and the National Fire Protection Association (NFPA). The

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<sup>2</sup> Although some chlorine (in the form of sodium hypochlorite, or bleach) and bromine (in the form of bromine biocide) will be present on-site, they will be in liquid form and so were not reviewed for releases to the atmosphere.

<sup>3</sup> The source location is the on-site location within the Facility where the materials are stored, used, or located.

standards require numerous quality assurance requirements, such as specifications on the material (carbon steel, alloys, or others) used to construct the tanks, hydrostatic testing, radiological or other nondestructive testing for welds, cathodic protection, corrosion allowances incorporated into the shell and roof thickness design, and evaluation of foundation, wind, and seismic loading to support tank design.

The Sunshine Project will operate in compliance with all state and federal standards, which were established in order to protect the community and the environment. FG has a robust Health, Safety, and Environmental Policy. It will be subject to multiple permits and must prepare and follow several plans related to health and safety, such as the Spill Prevention, Countermeasures, and Control Plan, the Facility Security Plan, and others.

Additionally, FG and the Facility will be subject to, and must comply with, the provisions of the Chemical Accident Prevention (CAP) Program (40 CFR Part 68, also known as the RMP and the PSM Program (29 CFR 1910.119). PSM/RMP are tools focused on preventing releases and reducing the frequency and severity of incidents resulting from releases of chemicals. The PSM/RMP requires, among many other things, a process hazard analysis, written operating procedures for each and every covered process, ongoing training, management of change procedures, compliance audits, and emergency planning. The RMP requires that a detailed Risk Management Plan be prepared and submitted to EPA. <sup>4</sup>

There are also very strict requirements for assuring the mechanical integrity of pressure vessels and storage tanks, piping systems, relief and vent systems and devices, emergency shutdown systems and controls including monitoring devices, sensors, alarms, and interlocks. There must be written procedures to maintain the integrity of this equipment, training, routine inspections, and testing. By way of example, tanks storing regulated substances are subject to ongoing evaluations to ensure the integrity of the tank during operation, such as routine radiograph and/or ultrasonic testing, internal inspections, leak testing, and daily visual inspections of tank and containment areas.

## **2. Distance To Community**

FG has designated about 300 feet within the property boundary of its Facility as an internal buffer zone. As a result, all units within the Facility will be approximately one mile from the new church being built on Big Boy Street and the St. Louis Elementary School.

## **3. Steps Taken To Enhance The Health And Safety Of The Community**

In addition to the distance to the closest community, FG has taken numerous measures to enhance the Facility's safety and environmental protection. Some of these measures are detailed below.

After consultation and discussion with the Parish, FG revised its plot plan. FG relocated some of its units along the western boundary, farther away from the new church and school.

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<sup>4</sup> In addition to the modeling discussed herein, a process hazard analysis will be conducted, as required by the PSM/RMP programs. Design, operational, and other changes may be made to address any concerns raised in that analysis.

The Application contains a comprehensive ERP. It has been reviewed by the Parish and revised to **address the Parish's comments**. See Letter, dated July 23, 2018, incorporated herein by reference. The objective of the ERP is to minimize risk to personnel and the surrounding community and its first guiding principle is that human health and welfare are more important than equipment and operations. To meet these objectives and principles, the ERP includes provisions regarding coordination with local officials, such parish emergency response personnel, the creation of an emergency command structure, programs for prevention and detection of emergencies, emergency training, and response procedures and equipment.

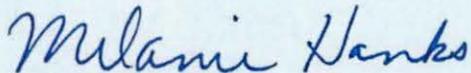
The Parish confirmed compliance with Section 30-64, Defensive Emergency Protective Measures, as required by Section 86-37(g)(3)(c). See Electronic Communication, dated July 18, 2018, incorporated herein by reference.

FG will comply with applicable requirements for safe storage of materials, such as distance requirements between storage vessels.

### **CONCLUSION**

Based on the facts as provided, FG respectfully submits that there is no evidence supporting the establishment of a buffer zone and, as a result, FG respectfully requests that the Commission find that a buffer zone is not required.

Sincerely,



Melanie Hanks  
Site Evaluation and Remediation Services Director  
Providence Engineering and Environmental Group LLC  
on behalf of FG LA LLC

**EXHIBITS**

EXHIBIT A  
 REASONABLE POTENTIAL RELEASE SCENARIOS  
 FG LA LLC - THE SUNSHINE PROJECT  
 ST. JAMES PARISH, LOUISIANA

Emission Point ID (as referenced in Air Permit)	Substance	Longitude	Latitude	Release Amount (lbs)	Release Duration	Reasonable Potential Release Scenario <sup>1</sup>	Standard Industry Practice for Active Mitigation	Distance from Potential Release Source to Impact Area Endpoint (miles)	Distance from Potential Release Source to Big Boy Street (miles)
LLD-PRTK-BUTE1 Butene Pressure Tank 2	Butene	90° 55' 15.66" W	30° 2' 39.12" N	4,000	3 minutes (1,333 lbs/min)	Broken pipe causing release of 4,000 pounds over three minutes, with a release rate of 1,333 lbs/min	Fire water system and combustible gas detectors	0.06	1.95
PR-PRTK-PRO2 Propylene Pressure Sphere 1 <sup>2</sup>	Propylene	90° 55' 8.93" W	30° 3' 21.83" N	4,000	6 minutes (667 lbs/min)	Release from line at tank.	Fire water system and combustible gas detectors	0.08	1.61
PR-PRTK-PRO2 Propylene Pressure Sphere 1	Propylene	90° 55' 8.93" W	30° 3' 21.83" N	100,000	10 minutes (10,000 lbs/min)	Pipeline leak. Release over 10-minute duration, with a release rate of 10,000 lbs/min.	Fire water system and combustible gas detectors	0.2	1.61
ET2-PRTK-AMM Aqueous Ammonia Tank	Aqueous Ammonia 20%	90° 54' 46.00" W	30° 3' 28.82" N	52,900	30 minutes (1,763 lbs/min)	Release over 30 minutes of approximately 20% of tank.	Fire water system, level alarms, and shut-off valves	0.2	1.21
UT Ammonia Tank 1 <sup>3</sup>	Aqueous Ammonia 20%	90° 55' 20.05" W	30° 3' 20.19" N	132,000	30 minutes (4,410 lbs/min)	Release over 30 minutes of approximately 20% of tank.	Fire water system, level alarms, and shut-off valves	0.3	1.77
Pipeline into propylene plant	Propane	90° 55' 6.73" W	30° 3' 28.17" N	150,000	10 minutes (15,000 lbs/min)	Release of approximately 150,000 pounds.	Fire water system and combustible gas detectors	0.3	1.57
ET2-PRTK-ET3 Ethylene Pressure Sphere	Ethylene	90° 54' 49.80" W	30° 3' 32.29" N	1,050	10 minutes (105 lbs/min)	A valve is damaged: ethylene pressure relief vents. Less than 1,050 pounds of ethylene released at a rate of 105 lbs/minute.	Fire water system and combustible gas detectors	0.06	1.29
ET2-PRTK-C2 Ethane Pressure Tank	Ethane	90° 54' 47.95" W	30° 3' 30.99" N	65,000	10 minutes (6,500 lbs/min)	Pipeline leak	Fire water system and combustible gas detectors	0.2	1.37
EG2 Catalyst Inhibitor Tank <sup>4</sup>	Ethylene/Ethyl Chloride	90° 54' 46.93" W	30° 3' 37.55" N	1,000	3 minutes (333 lbs/min)	Catalyst vessel rupture.	Fire water system and combustible gas detectors	0.02	1.26

**Notes:**

<sup>1</sup>All potential release scenarios are modeled from other RMP facilities as possible releases/actual incidents. These scenarios may be further refined during the Risk Management Program evaluation process required by the EPA

<sup>2</sup>This scenario is not included on Figure 1. The distance to the impact endpoint is smaller than the other modeled propylene scenario.

<sup>3</sup>This scenario is not included on Figure 1 as the other aqueous ammonia potential source location is closer to Big Boy Street.

<sup>4</sup>Ethyl Chloride will be present on-site an ethylene/ethyl chloride mixture. Total quantity of ethyl chloride on-site will be less than 14 lbs.

lbs/min - pounds per minute  
 psi - pounds per square inch  
 NA - Not applicable

EXHIBIT B  
BLEVE VESSEL REASONABLE POTENTIAL RELEASE SCENARIOS<sup>1</sup>  
FG LA LLC - THE SUNSHINE PROJECT  
ST. JAMES PARISH, LOUISIANA

Emission Point ID (as referenced in Air Permit)	Substance	Longitude	Latitude	Release Amount (lbs)	Release Duration	Reasonable Potential Release Scenario <sup>1</sup>	Standard Industry Practice for Active Mitigation	Distance from Potential Release Source to Impact Area Endpoint (miles)	Distance from Potential Release Source to Big Boy Street (miles)
LLD-PRTK-BUTE1 Butene Pressure Tank 2	Butene	90° 55' 15.66" W	30° 2' 39.12" N	85.21	25-foot, 4 inch diameter unloading hose	Pull-away explosion due to transfer hose rupture.	Fire water system and combustible gas detectors	0.2	1.95
LLD-PRTK-BUTE1 Butene Pressure Tank 2	Butene	90° 55' 15.66" W	30° 2' 39.12" N	620,323	10 minute release 6 inch pipe	Process piping break	Fire water system and combustible gas detectors	0.8	1.95
LLD-PRTK-BUTE1 Butene Pressure Tank 2	Butene	90° 55' 15.66" W	30° 2' 39.12" N	8,427	5 minute release	Safety relief valve lift	Fire water system and combustible gas detectors	0.1	1.95
PR-PRTK-PROPAN PR Propane Pressure Sphere	Propane	90° 55' 10.46" W	30° 3' 22.86" N	67.89	25-foot, 4 inch diameter unloading hose	Pull-away explosion due to transfer hose rupture.	Fire water system and combustible gas detectors	0.01	1.6
PR-PRTK-PROPAN PR Propane Pressure Sphere	Propane	90° 55' 10.46" W	30° 3' 22.86" N	212,083	10 minute release 6 inch pipe	Process piping break	Fire water system and combustible gas detectors	0.5	1.6
PR-PRTK-PROPAN PR Propane Pressure Sphere	Propane	90° 55' 10.46" W	30° 3' 22.86" N	5,419	5 minute release	Safety relief valve lift	Fire water system and combustible gas detectors	0.1	1.6
ET2-PRTK-ET3 Ethylene Pressure Sphere	Ethylene	90° 54' 49.80" W	30° 3' 32.29" N	77.01	25-foot, 4 inch diameter unloading hose	Pull-away explosion due to transfer hose rupture.	Fire water system and combustible gas detectors	0.02	1.29
ET2-PRTK-ET3 Ethylene Pressure Sphere	Ethylene	90° 54' 49.80" W	30° 3' 32.29" N	175,603	10 minute release 6 inch pipe	Process piping break	Fire water system and combustible gas detectors	0.5	1.29
ET2-PRTK-ET3 Ethylene Pressure Sphere	Ethylene	90° 54' 49.80" W	30° 3' 32.29" N	3,365	5 minute release	Safety relief valve lift	Fire water system and combustible gas detectors	0.09	1.29

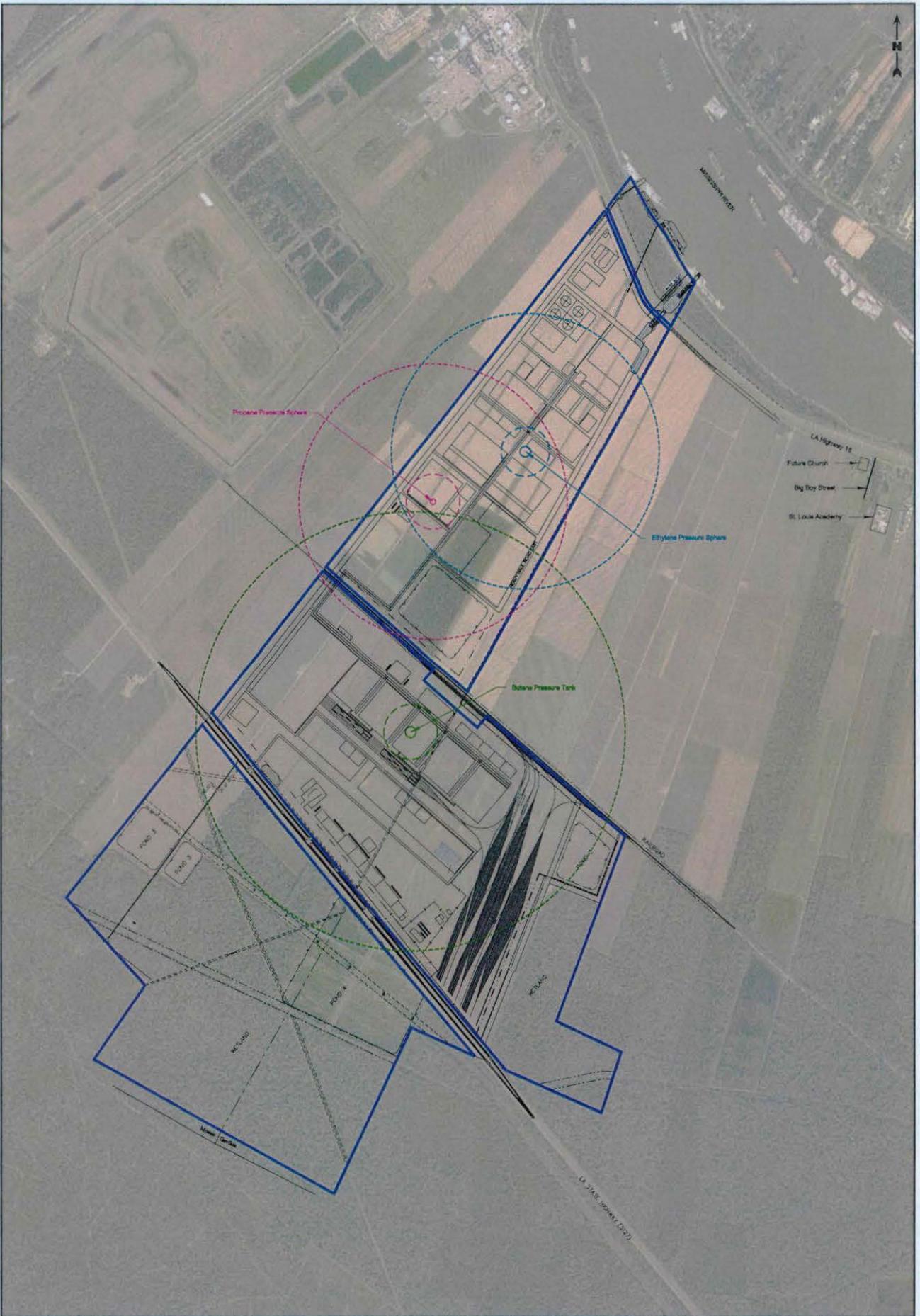
BLEVE - Boiling Liquid Expansion Vapor Explosion

**Notes:**

<sup>1</sup>BLEVE Scenarios are modeled from EPA's Risk Management Program Guidance for Propane Storage Facilities document.

**FIGURES**





**Legend**

- Property Boundary
- BLEVE Scenario Ethylene - 0.03 Mile Radius
- BLEVE Scenario Propane - 0.01 Mile Radius
- BLEVE Scenario Ethylene - 0.06 Mile Radius
- BLEVE Scenario Propane - 0.1 Mile Radius
- BLEVE Scenario Ethylene - 0.1 Mile Radius
- BLEVE Scenario Propane - 0.1 Mile Radius
- BLEVE Scenario Ethylene - 0.2 Mile Radius
- BLEVE Scenario Propane - 0.2 Mile Radius
- BLEVE Scenario Ethylene - 0.3 Mile Radius
- BLEVE Scenario Propane - 0.3 Mile Radius
- BLEVE Scenario Ethylene - 0.4 Mile Radius
- BLEVE Scenario Propane - 0.4 Mile Radius
- BLEVE Scenario Ethylene - 0.5 Mile Radius
- BLEVE Scenario Propane - 0.5 Mile Radius

**Note**  
 All distances are based on unobstructed straight line distances.

**References**  
 FEMA 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Tank Description	FGIA Source ID
Butane Pressure Tank	LLD-PRTK-BUTE1
Ethylene Pressure Tank	ET2-PRTK-ETS
Propane Pressure Sphere	PR-PRTK-PROPAN

**BLEVE Vessel Reasonable Potential Release Scenarios**  
 St. James Parish Land Use Application  
 St. James, St. James Parish, Louisiana

**FG LA LLC**  
 St. James Property

Drawn By:	LMH	10/15/18
Checked By:	MSB	10/15/18
Approved By:	MSB	10/15/18
Prepared By:	MSB	10/15/18

EXHIBIT C

ATTACHMENT B

# PASSED

Councilman Amato moved, seconded by Councilman St. Pierre for adoption of the following resolution regarding the appeal by RISE St. James of the St. James Parish Planning Commission's October 30, 2018 approval of the land use application by FG LA LLC to build a chemical manufacturing complex:

## RESOLUTION 19-07 ST. JAMES PARISH COUNCIL

### A RESOLUTION DENYING THE APPEAL OF RISE ST. JAMES AND APPROVING THE APPLICATION OF FG LA LLC UNDER THE ST. JAMES PARISH LAND USE ORDINANCE, WITH CONDITIONS

WHEREAS, FG LA LLC ("FG") requested approval of a proposed chemical manufacturing complex in an application dated June 25, 2018, as supplemented (the original application and supplemental information collectively referred to in this resolution as the "Application," and identified in the records of the St. James Parish Planning Commission as Item #18-30); and

WHEREAS, representatives of FG presented an overview of the application at the planning commission's July 27, 2018 meeting, at which the commission heard public comments on the proposal;

WHEREAS, public hearings were held on FG's proposal on September 5, 2018 in Convent and on September 19, 2018 in Vacherie after public notice; and

WHEREAS, based on concerns expressed at the public hearings and on an evaluation of the requirements of the St. James Parish land use ordinance, the parish administration requested FG to evaluate potential failure scenarios, with particular attention paid to the locations of concern nearest the operating units of the proposed complex, those locations being St. Louis Academy and the new Mount Calvary Baptist Church near Big Boy Road on Louisiana Highway 18; and

WHEREAS, the planning commission approved the Application on October 30, 2018 under Section 86-37(f) of the St. James Parish Code of Ordinances after considering the information presented in the Application, presentations made to the Planning Commission, comments presented at public hearings, and the analyses of the parish administration and consultants, along with the provisions of Section 86-37 of the Code of Ordinances and the St. James Parish Comprehensive Plan; and

WHEREAS, RISE St. James timely appealed the foregoing approval in a letter dated November 28, 2018, as supplemented by an addendum to that letter dated November 29, 2018; and

WHEREAS, FG responded to RISE St. James' appeal in a letter dated December 17, 2018; and

WHEREAS, at its December 19, 2018 meeting, the council heard arguments on the appeal from representatives of both RISE St. James and FG, along with public comments on the appeal, as provided for in the Louisiana Open Meetings Law; and

WHEREAS, in its Application, in various presentations to the planning commission and the parish council, as confirmed and augmented in its presentation to the parish council on December 19, 2018, FG voluntarily committed to implement training and hiring practices to enhance employment opportunities for residents of St. James Parish; to support developing an alternative access route between River Road/Highway 18 and Highway 3127; to support free health screenings for residents; and to support beautification efforts in District 5; and environmental monitoring; and

WHEREAS, FG has entered into a Cooperative Endeavor Agreement (CEA) with the State of Louisiana (Louisiana) and the Louisiana Department of Economic Development (LED), in which, among other things, Louisiana and LED agreed to provide customized workforce support through the LED FastStart Program, including assistance with employee recruitment, screening, and training development and delivery; and

WHEREAS, FG has adopted a "Think Local Policy" in which FG committed to strive to give preference to qualified persons and firms in St. James Parish and the State of Louisiana (commensurate with applicable federal, state, and local laws); and

WHEREAS, FG's Think Local Policy solidifies its commitment to hire qualified, local residents and use local businesses as much as possible throughout the construction and operation phases. In the CEA, the State of Louisiana and LED agreed to provide customized workforce support through the LED FastStart Program, including assistance with employee recruitment, screening, and training development and delivery. It is expected that through the LED FastStart Program and other programs, mechanisms, or processes, FG will be able to identify and hire "qualified persons," that is, persons who are qualified to perform the task(s) of the position(s) for which they are hired; and

WHEREAS, In the CEA, FG agreed to LED tracking, through a Contract Monitor, FG's obligations in the CEA, including the establishment of the facility, capital expenditures for the facility, jobs and payroll, the use of Louisiana manufacturers, suppliers, contractors and subcontractors; and

WHEREAS, at its December 19, 2018 meeting, the parish council determined that RISE St. James appeal should be denied, subject to conditions on the approval of the application in addition to those adopted by the planning commission;

NOW, THEREFORE, BE IT RESOLVED that under Section 86-37(f) of the St. James Parish Code of Ordinances, the parish council hereby denies the RISE ST. James appeal and upholds the planning commission's approval of FG's Application, subject to the conditions stated below, which include the conditions originally adopted by the planning commission, along with additional conditions deemed necessary by the parish council to achieve the anticipated benefits of FG's facility in a way that would be commensurate with its physical and environmental impacts.

A. **Extent of Approval and Future Changes within the Facility Footprint:** This approval is limited to the facility as presented in the Application, including both Phase I and Phase II described therein, along with reasonable modifications and expansions, subject to the following limitations on any modification or expansion:

- (1) Process or production facilities shall not extend beyond the footprint within the 300 foot civil buffer depicted in the plot plan submitted with the Application;
- (2) Any modification or expansion must be designed so that it does not materially increase risks to the community towards the east;
- (3) Changes must comply with all requirements of the Louisiana Department of Environmental Quality and all other public entities having regulatory jurisdiction;
- (4) The materials produced and the processes utilized must be substantially similar to the materials and processes described in the Application; and
- (5) Changes must comply with Section 30-64 of the St. James Parish Code of Ordinances ("Defensive Emergency Protective Measures").

B. **Start Date Limitation.** Construction must commence within 24 months after the last public entity regulatory approval is issued, or within 24 months after the termination of any administrative or judicial appeal process that may follow from the issuance of any required permit, whichever is later. For the purposes of this limitation, construction is defined as: permanent on-site fabrication, erection, or installation of the proposed facility (such as preloading, pile driving, installing structural supports and foundations, laying underground pipework, or constructing permanent storage structures) that is continuously pursued with reasonable diligence to complete the permitted facility within a reasonable time. Construction delays caused by natural disaster or labor disputes, and periods between operational phases of construction shall not be construed as interrupting construction that is otherwise continuously pursued.

C. **Emergency Measures:** The facility must comply with Section 30-64 of the St. James Parish Code of Ordinances ("Defensive Emergency Protective Measures").

D. **Training, Hiring, and Contracting**

(1) FG will establish, fund, and implement the FG Workforce Academy to help train and prepare residents for full-time employment at its facility. The academy will include the following features:

- a. The FG Workforce Academy will be designed to:
  - Bridge the semi-skilled or underemployed worker with job opportunities at FG;
  - Provide preparatory training for the semi-skilled or underemployed worker who demonstrates high technical and/or mechanical aptitude, or has a desire to secure an opportunity in industry; and
  - Provide educational and employment opportunities for the citizens of St. James Parish who are at least 18 years old.
- b. FG will work with entities, such as River Parishes Community College, Baton Rouge Community College, Louisiana Workforce Commission, LED, , and local workforce development officials, to develop a curriculum that will provide the necessary training and/or skills required to work at the facility. The ADDIE Framework (Assess, Design, Develop, Implement, Evaluate) will be utilized to create the curriculum for the FG Workforce Academy.
- c. FG will provide St. James Parish residents top priority for entrance to the academy.
- d. In the first year of the FG Workforce Academy, FG will allow those residents living in Districts 5, 6, and 7 who meet objective employment-related admission criteria established by FG for the academy (such as a clean drug test and passing criminal record

checks, etc.) to enroll at the academy. Admission of all residents who are qualified may be spread over multiple sessions and/or classes, with scheduling of the sessions and/or classes based on FG's hiring needs.

- e. In addition to those who apply directly, FG will consider referrals of applicants to the academy from an office designated for this purpose by the parish, subject to the admission criteria described above.
- f. FG will give all St. James Parish residents who successfully complete the academy's training program an opportunity to interview for open job positions at its facility.

- (2) To the extent allowed by law, FG will give preference to those qualified residents and qualified firms based within St. James Parish for construction and other contracts at the facility, during both construction and operation of the facility, and will require, through contractual provisions which it will enforce in good faith, that its contractors impose this requirement downward through the subcontracting chain.
- (3) To the extent allowed by law, FG will give preference to qualified vendors based within St. James Parish for FG's purchase of non-specialized equipment, services, or supplies that are based within St. James Parish, and will require, through contractual provisions which it will enforce in good faith, that its contractors impose this requirement downward through the subcontracting chain.
- (4) FG will conduct outreach efforts on its website and other local venues on an ongoing basis to acquaint businesses in Louisiana and St. James Parish with contracting, service, and supplier business opportunities with FG, and to provide those businesses with information on how to compete for such opportunities directly from FG as well as its contractors and subcontractors.
- (5) FG shall publish information on its website for persons and businesses to inquire about and receive information about working for or doing business with FG, its contractors, and subcontractors and will provide similar information to an office or person designated by St. James Parish who will be responsible for disseminating that information within the parish.
- (6) FG will apply the Think Local Policy in good faith and to the best of its ability.

**E. Alternative Access Route:** FG will participate in a cooperative effort with the parish, the state, and other industries in the area to develop an alternative access route between River Road/Highway 18 and Highway 3127. Such participation shall include the contribution of financial (or comparable substitute) resources on an equitable basis commensurate with contributions of the industries in the affected area.

**F. Health Screening:** FG will participate in a cooperative effort with the St. James Parish Hospital to provide free health screenings for residents of District 5. Such participation shall include the contribution of financial (or comparable substitute) resources.

**G. Beautification**

- (1) To screen the facility from residential areas to the east, FG shall provide a forested buffer along its eastern boundary. The forested buffer will include a sufficient amount and placement of trees and vegetation which, at tree or vegetation maturation, will provide an aesthetic buffer between the community to the east and the facility to mitigate the visual impacts on residential areas.
- (2) In cooperation with St. James Parish, FG will seek out and support projects in District 5 that are designed to enhance the aesthetic value and nature of the community. Such support shall include the contribution of financial (or comparable substitute) resources. One such project shall be the beautification of the public park in District 5.

**H. Environmental Monitoring:** FG shall provide air quality monitoring along its eastern property boundary, with a sufficient number and type of monitors on the eastern property boundary to provide data on air emissions potentially impacting the surrounding community and which will be in accordance with the standards set forth in 40 CFR 63.658, modified as follows:

- (1) 40 CFR 63.658(a) shall be revised to read as follows:

The owner or operator shall conduct sampling along the facility's eastern property boundary and analyze the samples in accordance with Methods 325A and 325B of appendix A of this part and paragraphs (b) through (e) of this section.

- (2) In 40 CFR 63.658(b), the target analytes shall be 1,3-butadiene, vinyl acetate, and ethylene oxide instead of benzene.
- (3) 40 CFR 63.658(c) shall be revised to read as follows:

The owner or operator shall determine passive monitor locations along the eastern property boundary in accordance with Section 8.2 of Method 325A of appendix A of this part.
- (4) 40 CFR 63.658(c)(1) shall be revised to read as follows:

As it pertains to this subpart, known sources of VOCs, as used in Section 8.2.1.3 in Method 325A of appendix A of this part for siting passive monitors, means a wastewater treatment unit, process unit, or any emission source with the potential to emit any of the target analytes, including marine vessel loading operations. For marine vessel loading operations, one passive monitor should be sited on the shoreline adjacent to the dock.
- (5) 40 CFR 63.658(c)(1)(i) through (iv) shall be deleted.
- (6) 40 CFR 63.658(c)(2) shall be deleted.
- (7) 40 CFR 63.658(c)(4) shall be revised to read as follows:

The owner or operator shall follow the procedure in Section 9.6 of Method 325B of appendix A of this part to determine the detection limit of the target analytes for each sampler used to collect samples, co-located samples, and blanks.
- (8) 40 CFR 63.658(e)(2) and (e)(3) shall be deleted.
- (9) The initial sampling collection frequency shall be once each continuous 14-day sampling period, such that the beginning of the next 14-day sampling period begins immediately upon the completion of the previous 14-day sampling period. After 52 consecutive samples, if none exceeds the ambient air standard for the applicable analyte, the sampling frequency may be reduced to once per month. After an additional 24 consecutive samples, if none exceeds the ambient air standard for the applicable analyte, the sampling frequency may be reduced to one sampling period every three months.
- (10) In determining annual average concentrations for comparison to ambient air standards, FG shall calculate the average based on all samples from the most recent 12-month period.
- (11) 40 CFR 63.658(f) through (k) shall be deleted.

The data produced by the monitoring shall be made available to the parish in response to the parish's reasonable request. Semi-annual summary reports shall be provided to the parish. The summary reports shall include a comparison of the monitoring results against the ambient air standards for each target analyte.

If the Environmental Protection Agency promulgates regulations with fence-line hazardous air pollutant monitoring requirements for the specific plants that FG proposes to construct, and those requirements are of reasonably comparable rigor to those contained in this Section H, those requirements shall be applied by FG in lieu of the requirements contained in this Section H, with the understanding that the target analytes, as well as the reporting described in the preceding paragraph, shall remain the same.

#### **I. Reporting**

- (1) In addition to the environmental monitoring reports required under condition (H), FG shall provide annual reports to St. James Parish on FG's performance related to conditions (D), (F), and (G). Such reports shall include the number of residents and businesses provided with employment and business opportunities.
- (2) St. James Parish may audit the reports provided to the parish and the information presented to the parish council, provided that the parish shall not reveal any personal identification, matters protected by the Health Insurance Portability and Accountability Act, or any FG trade secrets.

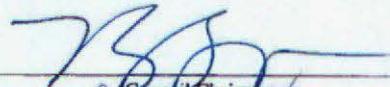
**BE IT FURTHER RESOLVED** that the parish council concurs with planning commission's finding that this approval is justified under the factors stated in Section 86-37(h) of the St. James Parish Code of Ordinances. The impacts of the proposed facility would not be different from the impacts of allowable uses in the Industrial use area in which it will be located. The public benefits of the proposal are significant, as set out in the Application. The physical and environmental impacts of the proposal are within allowable limits, and are substantially mitigated by the physical layout of the facility, and the location of the site in proximity to existing industrial uses and away from residential uses. The public benefits outweigh the impacts, and the proposal will not impair the ability of the parish to attract other beneficial development. The vested rights/constitutional protection factor in Section 86-37(h)(4) is not implicated by this approval.

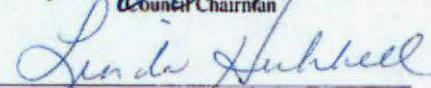
**BE IT FURTHER RESOLVED** that the parish council concurs with planning commission's consideration of the need for a buffer zone under Sections 86-37(i)(2) and 86-37(j) of the St. James Parish Code of Ordinances. The parish council concurs with planning commission's finding that the overall location of the site, placement of the production and process components on the site, and the proposed 300 foot civil buffer within the footprint of the site provide adequate buffer zones. The adequacy of these provisions is demonstrated by the potential failure scenario evaluation provided by FG as part of the Application and reviewed by the parish's consultants. The approval conditions described in this resolution would preserve the benefits of the buffer zones described in the Application regarding any future modifications or expansions.

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

YEAS: St. Pierre, Amato, Patin, Cooper, and Louque  
NAYS: None  
ABSTAIN: None  
ABSENT: Etienne-Steib and Kraemer

And the resolution was declared adopted on this, the 23rd day of January 2019.

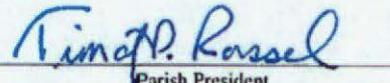
  
\_\_\_\_\_  
Council Chairman

  
\_\_\_\_\_  
Secretary

Delivered to Parish President: 01-24-19

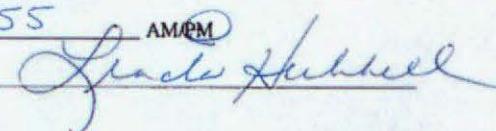
Approved: 01/24/2019

Disapproved: \_\_\_\_\_

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

Returned to Secretary on: 1-24-19

At 5:55 AM (PM)

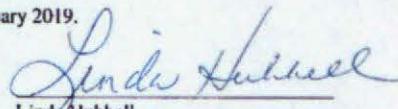
Received by 

\* \* \* \* \*

**CERTIFICATE**

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 23rd day of January 2019.

Signed at Vacherie, Louisiana, this 24th day of January 2019.

  
\_\_\_\_\_  
Linda Hubbell  
Secretary

( S E A L )

# Distance to Fifth Ward Elementary School

