

CITY OF ST. GEORGE

BY COUNCIL MEMBER MURRELL:

ORDINANCE NO. 2026-001

TO GRANT A FRANCHISE TO THE CITY OF BATON ROUGE-EAST BATON ROUGE PARISH/EAST BATON ROUGE SEWERAGE COMMISSION FOR USE OF THE PUBLIC WAYS TO MAINTAIN, EXTEND AND OPERATE A SEWERAGE SYSTEM AND SELL SEWER SERVICE WITHIN THE CITY OF ST. GEORGE AND TO PROVIDE FOR RELATED MATTERS

Section 1: Franchise Grant. City of Baton Rouge-East Baton Rouge Parish/East Baton Rouge Sewerage Commission (hereinafter “EBROSCO”) authorized to do and doing business in the State of Louisiana, and its successors and assigns, be and it is hereby granted the right, privilege, and franchise, for a period of twenty-five years (25) from January 1, 2026, to erect, construct, install, maintain and repair a sanitary sewer system made up of pipes, mains, lift stations, treatment plants, and all necessary apparatus and appurtenances (the “Sewerage System”) in, under, along, and through certain public streets, avenues, alleys, roads, highways and other public ways of and within the City of St. George (the “City”), and for the provision of sewerage service to the City and its inhabitants; provided that said Sewerage System shall be so installed and maintained as to cause minimum interference with the drainage or passage of any public street, avenue, alley, road, highway, or other public place of and within the City. Notwithstanding the above, this franchise shall not become effective unless and until a copy of this ordinance is executed as “accepted” by an appropriate EBROSCO representative.

Section 2: Franchise Fee. In consideration of the foregoing and as full compensation for the operations of EBROSCO under the franchise herein granted, EBROSCO, its successors, and assigns shall pay to the City, quarterly, and within thirty (30) days after the end of each calendar quarter, a sum on money equal to zero (0%) percent of the Gross Receipts of EBROSCO from the provision of sewerage services to customers within the corporate limits of the City, during the preceding calendar quarter. Gross Receipts does not include any amounts received or collected by EBROSCO as line-itemed taxes or excise fees that are then paid to the State, City, Parish or other governmental entity or agency.

Section 3: Provision of Sewerage Service. The right, privilege, and franchise herein is granted upon the condition that EBROSCO shall furnish and deliver sewerage services to the City and its inhabitants at rates approved by the EBROSCO and charged uniformly to like users within the EBROSCO service area.

Section 4: Transfer. EBROSCO shall not sell or transfer its Sewerage System or any rights under this franchise to another without prior approval of the St. George City Council, and no sale or transfer, even if so approved, shall be effective until the vendee or assignee shall file an instrument approved as to form and legality by the St. George City Attorney accepting the

terms and conditions of this ordinance and agreeing to comply therewith. The preceding sentence shall not apply to a sale or transfer by EBROSCO of its Sewerage System or any rights under this franchise to another entity controlled by the City of Baton Rouge/East Baton Rouge Parish or to a subdivision of the State of Louisiana.

Section 5: Retention of Rights. EBROSCO shall, at all times during the life of its franchise hereunder, be subject to the lawful exercise of the police power by the City and to such reasonable regulations as the City may hereafter establish by resolution or ordinance. To this end, the right is specifically reserved by the City to adopt, in addition to provisions contained in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided the same are reasonable and not prevent EBROSCO from providing Sewerage Services hereunder.

Section 6: Permits. EBROSCO shall obtain all necessary permits from the Louisiana Department of Highways, the City, and/or any other governmental agency having jurisdiction over streets, levees, and other public ways in the City prior to any use of or construction in such streets and other public ways. EBROSCO is not required to pay any permit fees to the City for work to be performed in the public ways.

Section 7: Minimum Interference/Code Compliance. All facilities that are part of the Sewerage System erected or installed by EBROSCO within the City shall be so located as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys, or other public ways and places. All structures, lines, and equipment shall be constructed and maintained in accordance with all City ordinances and regulations, good utility practices, and in material compliance with any applicable codes and standards.

Section 8: Restoration. In case of any disturbance of ground, pavement, sidewalk, driveway, or other surfacing, EBROSCO shall, in accordance with regulations now or hereafter applicable to the making of such cuts in the manner required by such regulations and approved by the appropriate City department, shall further replace and restore, or reimburse the City for the replacement or restoration of, all ground, paving, sidewalks, driveways, or surface of any right-of-way, servitude, street or alley disturbed, in as good condition as before said work was commenced.

Section 9: Relocation and Removal.

A. In the event that the City desires to alter or change the grade of any street, alley, or other public way, or vacate and abandon same, or construct a public improvement, the work on which cannot be accomplished because of the location of EBROSCO's Sewerage System, or should the public interest otherwise require it, EBROSCO, upon reasonable notice by the City, shall forthwith remove, relay or relocate its structures, lines, equipment and other facilities at its own expense. Along with the notice, the City shall provide a reasonable schedule for when EBROSCO must complete the removal or relocation of its facilities. In the event the City incurs additional expenses related to its public improvement project caused by relocation

delays directly caused by EBROSCO, the City may assess, and EBROSCO shall be obligated to pay, all such actual additional costs incurred by the City due to EBROSCO's delay. If EBROSCO disputes whether the schedule was reasonable or whether it directly caused the delay, EBROSCO may seek resolution for such dispute through binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be conducted in East Baton Rouge Parish, at a time and place determined by the arbitrator(s). Each party shall bear half of the costs of arbitration, provided that the arbitrator(s) may award the prevailing party some or all of the costs of arbitration. Notwithstanding any other provision of this Section 9 to the contrary, the abandonment of a street or other public way shall not require the removal or relocation of EBROSCO's Sewerage System and EBROSCO may reserve the right to maintain its Sewerage System within such abandoned street or other public way notwithstanding abandonment thereof, unless notice is provided to EBROSCO by the City as provided above.

B. Should EBROSCO no longer use or foresee a future use of portions of its Sewerage System or specific equipment or facilities located within the public way, it shall remove such portions of the System, equipment, or facilities in a timely manner.

C. Should EBROSCO refuse or fail to remove or relocate its Sewerage System or portions thereof as provided in any provision of this Ordinance, the City shall have the right to do the work, or cause it to be done, and the cost thereof shall be chargeable to EBROSCO and collection may be made by court action or otherwise.

Section 10: Location of Facilities. Upon any inquiry from the City, EBROSCO shall promptly and without delay provide the City with information in sufficient detail to assure the City of being currently advised as to the location of the areas served by EBROSCO. Specific location, size, and type of EBROSCO's underground facilities are available through participation in the Louisiana Underground Utilities and Facilities Damage Prevention Law or Louisiana One Call. If EBROSCO does not have sufficient information of record to determine the location of its facilities, then EBROSCO is required to advise the City and fully cooperate with the City's contractor by locating or exposing, if necessary, the facilities to enable the contractor to avoid or minimize damages and delays during construction.

Section 11: Insurance. EBROSCO shall secure and maintain liability insurance policies insuring it as named insured and naming the City, and its elected and appointed officers, officials, agents, and employees as additional insureds and with the coverages listed in Title 2, Chapter 5, Section 2:508 of the City Code of Ordinances (or in such other ordinance as may be later enacted).

Section 12: Indemnification. EBROSCO agrees to defend, indemnify and hold the City and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of EBROSCO or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, maintenance, repair or operation of

facilities or occupancy of the public way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this Agreement; provided, however, EBROSCO indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses arising out of or resulting from the gross negligence or willful and wanton misconduct by the City, its officials, officers, employees, agents or representatives.

Section 13: Conflicts. The specific terms and conditions of this Ordinance shall prevail against other ordinances of the City to the extent that there may be any conflict. Except for the foregoing, EBROSCO is subject to the terms of all applicable ordinances and regulations of the City of St. George, including any amendment thereto.

Section 14: Severability. If any provision of this Ordinance is declared invalid by a court of competent jurisdiction, the other provisions shall remain in full force and effect.

Section 15: Effective Date. This ordinance shall be effective upon publication.


This ordinance having been submitted to a vote; the vote thereon was:

For: Cook, Dellucci, Edmonds, Himmel, Monachello, Murrell, Talbot


Against:

Absent / Abstaining / Recused:

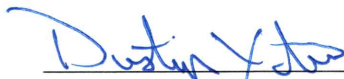
Introduced on January 13, 2026 and adopted on January 27, 2026.


Lorraine Beaman, City Clerk

Delivered to Mayor on January 28, 2026.


Lorraine Beaman, City Clerk

Approved:


Dustin Yates, Mayor

Received from Mayor on Feb 2, 2026

Ordinance published in The Advocate on the 3rd day of Feb, 2026

ACCEPTANCE

EBROSCO, by and through _____, its duly authorized representative hereby accepts the grants of franchise set forth in the above ordinance including all terms and conditions set forth therein.

Name _____
Title _____