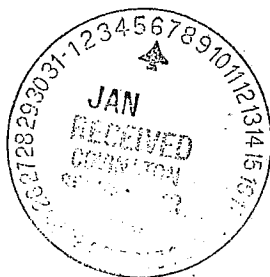


ORDINANCE NO. 1892

An ordinance granting franchise to CENTRAL LOUISIANA ELECTRIC COMPANY, INC. ("Company"), its successors and assigns, for a period of 30 years for the construction, maintenance and operation of electric utilities, electric generating facilities and/or transmission and distribution systems in, through and across the MUNICIPALITY of SLIDELL, LOUISIANA ("Municipality"), and for the use of the streets, alleys and public places of said Municipality, in connection therewith, for the generation, transmission, distribution and sale of electric energy, fixing the terms, considerations and limitations thereof and providing for payment by Central Louisiana Electric Company, Inc. (its successors and assigns) of a sum equal to four percent (4%) of the gross receipts of said Company from the sale and delivery of electric energy for residential and commercial purposes billed on residential and commercial rates within the limits of said Municipality, as same may now or hereafter lawfully exist, and repealing all ordinances in conflict herewith.

BE IT ORDAINED by the governing body of Slidell, Louisiana ("Municipality"), in regular session duly and legally convened:

SECTION 1. That Central Louisiana Electric Company, Inc., hereinafter designated as the "Company" (a Louisiana corporation), domiciled and doing business in the State of Louisiana, its successors and assigns, be and the said Company is hereby granted the right, privilege and franchise of producing (including the right to construct, maintain and operate electric power plants) and/or otherwise acquiring, transmitting, distributing and selling electricity (for light, heat, power and other purposes) to the Municipality and the inhabitants thereof, which right, privilege and franchise shall be deemed to include the right, authority and privilege to construct, maintain and operate in, along, under and upon the present and future streets, alleys, bridges and public ways and places of said Municipality, lines with all necessary or desirable appurtenances (including poles, wires, transformers, street and other lights, towers, aerial and underground transmission and distribution lines, conduits and apparatus) for the purpose of supplying and/or selling electricity for light, heat, power and other purposes to the said Municipality and the inhabitants thereof.



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SECTION 2. That the Company, its successors and assigns, shall at all times maintain its electric transmission and distribution systems in a safe and good condition and shall comply with all necessary and reasonable safety regulations in the operation thereof, and shall protect and save harmless the Municipality from all claims and damages due to its negligence, or its failure to comply with any obligations of this franchise; and the Company, its successors and assigns, shall extend said electric aerial transmission and distribution systems, from time to time, as may be necessary to the end that the said Municipality and the inhabitants thereof shall be afforded adequate service, commensurate with the demands therefor, whenever the estimated earnings from any extension shall be sufficient to pay the cost of giving aerial service thereon, including depreciation and a fair return on the property used and useful in giving such service.

SECTION 3. That all changes made necessary in the Company's transmission lines in connection with the improvements of streets, roads, bridges, alleys or other public places shall be made by the Company, its successors or assigns, who shall likewise repair all damage to the streets, roads, bridges, alleys or other public places caused by the construction or maintenance of said transmission lines.

SECTION 4. That the Company, its successors and assigns, shall have the right to formulate and publish rules and regulations under which service will be furnished subject to the approval of the legally constituted authorities having jurisdiction over such matters; which regulations may provide for the payment, on or before a specified day each month, for all service furnished for the preceding month, with right to disconnect and discontinue service to all delinquents.

SECTION 5. That this franchise and the rights, authorities and privileges herein granted are not exclusive and are granted for a period of 30 years from and after date the ordinance becomes effective.

SECTION 6. In consideration of the grant of this franchise:

(a) The Company agrees to pay to the Municipality during the effective period of this franchise, a sum of money equal to four percent (4%) of the gross receipts of the Company from the sale and delivery of electric energy at retail for residential and commercial purposes to customers within the limits of the Municipality, billed on rates approved by the Louisiana Public Service Commission. It is understood and agreed that no payment shall be due to the Municipality by the Company on receipts from the following classifications of sales:

- (1) Sales of electricity for resale.
- (2) Sales of electricity to the Municipality and to other public authorities, including, but not limited to, the United States of America, the State of Louisiana and its political subdivisions, including parishes and other municipalities, and all divisions and agencies of any of the foregoing.
- (3) Sales of electricity to industrial customers who are identified as those who engage in the business of working raw materials into wares suitable for use or which gives new shapes, qualities or combinations to matter which already has gone through some artificial process and who are billed on or the equivalent of rate schedules GS or LPS on file with the Louisiana Public Service Commission or any rate schedules amending or superseding those rate schedules or any rate schedules filed with the Louisiana Public Service Commission having application to industrial use.

The period for which such gross receipts shall be computed will commence when this ordinance becomes effective, and the amount shall be paid quarterly, the quarterly periods being fixed on a calendar year basis, and the payments on a quarterly basis shall be made not later than thirty (30)

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6
7 days after the end of each quarter, that is, on or before
8 April 30, July 30, October 30, and January 30 of each year,
9 and on the payment date the Company shall furnish to the
10 Municipality a statement showing the total amount of gross
11 receipts of the Company for the preceding quarterly period
12 to which payment of four percent (4%) is applicable. The
13 payments herein provided to be made by the Company to the
14 Municipality will be reduced in an amount equal to the sum
15 of any new or increased taxes of any nature whatsoever
16 levied by the Municipality and payable by the Company,
17 subsequent to the date of this ordinance (except uniform ad
18 valorem taxes, that is, any uniform taxes based on property
19 values).

- 20
21 (b) The Company shall be obligated during the term of this
22 franchise to furnish, operate and maintain a system for
23 lighting the streets of the Municipality, and to furnish
24 electric energy for other requirements of the Municipality
25 for facilities owned and operated by the Municipality, all
26 at costs to the Municipality, as agreed upon by the Munici-
27 pality and the Company under contracts to be entered into
28 hereafter, provided, however, that the validity of this
29 franchise shall not in any way be contingent upon the
30 existence or validity of any such contracts.

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32 SECTION 7. That all of the franchise rights and obligations
33 created hereunder shall be applicable to electric service by the
34 Company within the corporate limits of the Municipality as same may now
35 and/or thereafter lawfully exist. The Municipality shall provide to the
36 Company in writing a legal description of said corporate limits as of
37 the effective date of this franchise and shall immediately provide to
38 the Company in writing all changes therein. All obligations of the
39 Company under Section 6 of this franchise shall be based upon the last
40 designation of the corporate limits made by the Municipality to the
41 Company pursuant to this Section.
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SECTION 8. That all ordinances or parts of ordinances contrary to or in conflict with the provisions of this ordinance be and the same are hereby repealed, and this ordinance shall take effect from and after its promulgation and its acceptance in writing by the Company for itself, its successors and assigns.

ADOPTED this 10th day of December, 1985.

Richard B. Van Sandt
Richard B. Van Sandt
Councilman, District C
President of the Council

Salvatore A. Caruso
Salvatore A. Caruso
Mayor

Barbara Manteris Penton
Barbara Manteris Penton
Clerk of the Council

DELIVERED
12-12-85 10:00 a.m.
to the Mayor

RECEIVED
12-19-85 12:00 p.m.
from the Mayor

Accepted:

December 31, 1985

CENTRAL LOUISIANA ELECTRIC COMPANY, INC.

By: *Michael P. Rudhomme*

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Item No. 85-11-920
Ordinance No. 1892

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

I, Barbara Manteris Penton, Clerk of the Slidell City Council, and custodian of its official records, do hereby certify that the above and foregoing is a true and correct copy of Ordinance Number 1892, adopted by the governing body of Slidell on the 10th day of December, 1985, which Ordinance grants to Central Louisiana Electric Company, Inc., a franchise for the operation of electric generation, transmission and distribution systems in said Municipality.

IN WITNESS WHEREOF, I hereto affix my official signature and the seal of the Municipality on this 10th day of December, 1985.

Barbara Manteris Penton
Barbara Manteris Penton
Clerk of the Slidell City Council

SLIDELL ELECTRIC SERVICE AGREEMENT

This agreement made, in duplicate, this 10th day of December, 1985, by and between CENTRAL LOUISIANA ELECTRIC COMPANY, INC., a Louisiana corporation, hereinafter called the "Company," and the MUNICIPALITY OF SLIDELL, LOUISIANA, hereinafter called the "Municipality."

In consideration of the mutual agreements herein contained, the parties hereto agree that the term of this agreement shall be for a period of fifteen (15) years from the effective date of the Company's electric franchise from the Municipality under Ordinance No. 1892. This agreement shall automatically be renewed for additional one (1) year terms unless cancelled by either party in writing not less than sixty (60) days prior to the expiration of the initial term or any succeeding term; provided, however, that this agreement and all renewals thereof will terminate as of the expiration of the Company's electric franchise from the Municipality under Ordinance No. 1892.

Electric service used for normal municipal operating purposes, such as, water and sewage pumping, Police Department, City Hall, Fire Station, etc., excluding any commercial operation other than water utilities and sewer utilities in which the Municipality may become engaged, shall be provided on the following basis:

Billing for such electric service will be made in accordance with applicable electric rate schedules, approved by the Louisiana Public Service Commission, as they now exist, or as they may be subsequently amended or superseded by the Louisiana Public Service Commission or any other regulatory authority having jurisdiction, plus the proportionate part of any new tax or increased rate of tax, or governmental imposition (except state, parish, city and special district ad valorem taxes and any income taxes) levied or assessed against the Company or upon its electric business, as the result of any new or amended laws that may become effective and operative after October 1983.

Bills shall be rendered during each calendar month and shall be due and payable within twenty (20) days after the same shall have been delivered.

These rates shall apply to the afore-described service as presently rendered and to such like services as may be mutually agreed upon in the future.

Electric service for any other commercial operations shall be provided under the applicable rate schedule therefor, as approved by the Louisiana Public Service Commission or any other regulatory authority having jurisdiction.

Since the rate at which the Company agrees to furnish the service herein called for is based upon the cost and expense to the Company, including license or franchise tax, it is agreed that, in case any additional or special license or franchise tax, that is, a tax for doing business, or direct tax on electric energy is hereafter, during the life of this contract, imposed upon said Company by the Municipality, then the rate herein provided for to be paid the Company for service hereunder shall be automatically increased so that the Company will be paid an additional amount which will equal the amount of said increases, unless the payments made to the Municipality by the Company under its electric franchise from the Municipality have been reduced by the amount of such additional license or franchise tax. It is distinctly understood that the license or franchise tax herein referred to does not mean the ad valorem or property use tax levied by the Municipality upon all property, but has reference solely to any license or franchise or energy tax which affects this Company.

It is understood and agreed that this agreement relates only to the use of electricity within the corporate limits of the Municipality and that the Company's charge to the Municipality for street lighting shall be and is covered by a separate agreement, which is no way affected by this agreement, provided, however, that in the event of any additional or special license or franchise tax while this agreement is in effect and while any street lighting agreement containing the preceding paragraph is in effect between the Municipality and the Company, the increase specified shall be due solely under this agreement, it being understood that there will be no double payment of such increase.

The parties recognize that the provisions hereof are subject to the supervision and review of the legally constituted authorities having jurisdiction over such matters and that the provisions hereof may be subject to adjustment or revision by such legally constituted authorities, and that such adjustment shall in no way impair or affect any other rights and obligations of the parties, including, without limitation, the franchise rights and obligations of the Company.

The parties further agree that neither this agreement or anything contained herein shall detract from or in any way modify or affect the validity of the Company's electric franchise from the Municipality.

The Municipality agrees to appropriate each year during the existence of this agreement in the annual budget of receipts and expenditures a sum sufficient to pay all amounts due hereunder.

This agreement shall supersede all previous electric service agreements between the parties, and the Municipality recognizes that there can be no waiver of, addition to or modification of any of the terms hereof except by the President or an authorized Vice President of the Company, in writing.

IN WITNESS WHEREOF, the Company has caused this agreement to be signed on its behalf by its Vice President, and the Municipality has caused the same to be signed by its Mayor and attested by the Clerk, and the corporation seal of the Municipality hereto affixed the day and year first above written.

WITNESSES:

CENTRAL LOUISIANA ELECTRIC COMPANY, INC.

Jodi L. Roszell
Roris H. Harper

By: Michael P. Rudhomme
Vice President

Jeanne K. Schachter
Barbara Montorio Penton

MUNICIPALITY OF BLEDELL
By: Barbara Montorio Penton
Mayor

ATTEST:

(Seal)

Barbara Montorio Penton
Clerk of the Council

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6 Introduced December 10, 1985 by
7 Councilman Van Sandt, seconded by
8 Councilwoman Williams
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12 RESOLUTION R85-76
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16 BE IT RESOLVED that the Municipality of Slidell, Louisiana,
17 enter into an agreement with Central Louisiana Electric Company,
18 Inc., for the rendition of electric service to the Municipality
19 under the terms and conditions set forth in that proposed agreement
20 styled SLIDELL ELECTRIC SERVICE AGREEMENT and filed herewith and
21 made a part of these proceedings and that the Mayor be authorized
22 and empowered to execute same on behalf of the Municipality.
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31 ADOPTED this 10th day of December, 1985.
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36 *Richard B. Van Sandt*
37 Richard B. Van Sandt
38 Councilman, District C
39 President of the Council
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43 *Barbara Manteris Penton*
44 Barbara Manteris Penton
45 Clerk of the Council
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52 STATE OF LOUISIANA
53 PARISH OF ST. TAMMANY

54 I, *Barbara Manteris Penton* Clerk of the Slidell City Council of
55 Slidell, Louisiana, do hereby certify that the above and foregoing is
56 a true and correct copy of a resolution adopted by its governing
57 body on the 10th day of December, 1985.
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66 *Barbara Manteris Penton*
67 Barbara Manteris Penton
68 Clerk of the Slidell City Council
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6 Introduced December 10, 1985 by
7 Councilman Van Sandt, seconded by
8 Councilwoman Williams
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12 RESOLUTION R85-77
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16 BE IT RESOLVED that the Municipality of Slidell, Louisiana,
17
18 enter into an agreement with Central Louisiana Electric Company,
19
20 Inc., to provide street lighting for the Municipality under the
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22 terms and conditions set forth in that proposed agreement styled
23
24 SLIDELL STREET LIGHTING AGREEMENT and filed herewith and made a
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26 part of these proceedings and that the Mayor be authorized and
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28 empowered to execute same on behalf of the Municipality.
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31 ADOPTED this 10th day of December, 1985.
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35 *Richard B. Van Sandt*

36 Richard B. Van Sandt
37 Councilman, District C
38 President of the Council
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44 *Barbara Manteris Penton*
45 Barbara Manteris Penton
46 Clerk of the Council
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54 STATE OF LOUISIANA
55 PARISH OF ST. TAMMANY

56 I, *Barbara Manteris Penton*, Clerk of the Slidell City Council
57
58 of Slidell, Louisiana, do hereby certify that the above and foregoing
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60 is a true and correct copy of a resolution adopted by its governing
61
62 body on this 10th day of December, 1985.
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68 *Barbara Manteris Penton*
69 Barbara Manteris Penton
70 Clerk of the Slidell City Council
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SLIDELL STREET LIGHTING AGREEMENT

This agreement made, in duplicate, this 10th day of December, 1985 by and between CENTRAL LOUISIANA ELECTRIC COMPANY, INC., a Louisiana Corporation, hereinafter called the "Company," and the MUNICIPALITY OF SLIDELL, LOUISIANA, hereinafter called the "Municipality."

I. In consideration of the mutual agreements herein contained, the parties hereto agree that the term of this agreement shall be for a period of fifteen (15) years from the effective date of the Company's electric franchise from the Municipality under Ordinance No. 1892. This agreement shall automatically be renewed for additional one (1) year terms unless cancelled by either party in writing not less than sixty (60) days prior to the expiration of the initial term or any succeeding term; provided, however, that this agreement and all renewals thereof will terminate as of the expiration of the Company's electric franchise from the Municipality under Ordinance No. 1892.

II. The Municipality agrees to pay for and the Company agrees to furnish, operate and maintain in the Municipality, a lighting system for lighting the streets of said Municipality.

III. All of the lights are to be paid for by the Municipality at the rates indicated in Section IV of this agreement. Bills shall be rendered during each calendar month and shall be due and payable within twenty (20) days after the same shall have been rendered.

IV. The present system will consist of:

1,762 175-Watt Mercury Vapor Fixtures
361 400-Watt Mercury Vapor Fixtures

All at the charges outlined in Rate Schedule SLS, effective October 1983, as approved by the Louisiana Public Service Commission, and in accordance with such rate schedule as subsequently modified.

New units, in addition to the 2,123 initial units, will be installed by the Company upon authorization of the Municipality. The invoices for these additional units will be according to Rate Schedule SLS, effective October 1983, as approved by the Louisiana Public Service Commission, and in accordance with such rate schedule as subsequently modified.

V. Since the rate at which the Company agrees to furnish the service herein called for is based upon the cost and expense to the Company, including license or franchise tax, it is agreed that, in case any additional or special license or franchise tax, that is, a tax for doing business, or direct tax for electric energy, is hereafter, during the life of this contract, imposed upon said Company by the Municipality, then the rate herein provided for in Section IV to be paid the Company for service hereunder shall be automatically increased so that the Company will be paid an additional amount which will equal the amount of said increases, unless the payments made to the Municipality by the Company under its electric franchise from the Municipality have been reduced by the amount of such additional license or tax. It is distinctly understood that the license or franchise tax herein referred to does not mean the ad valorem or property tax levied by the Municipality upon all property, but has reference solely to any license or franchise or energy tax which affects the Company.

VI. The parties recognize that the provisions hereof are subject to the supervision and review of the legally constituted authorities having jurisdiction over such matters and that the provisions hereof may be subject to adjustment or revision by such legally constituted authorities, and that such adjustment shall in no way impair or affect any other rights and obligations of the parties, including, without limitation, the franchise rights and obligations of the Company.

VII. The parties further agree that neither this agreement or anything contained herein shall detract from or in any way modify or affect the validity of the Company's electric franchise from the Municipality.

VIII. The Company agrees that all street lights are to burn from dusk to dawn at all times excepting for causes beyond control, such as fire, strikes, storms, etc.

IX. The Municipality agrees to appropriate every year during the existence of this contract, in the annual budget of receipts and expenditures, a sum sufficient to pay all amounts due hereunder.

X. This agreement, upon its date of taking effect, shall supersede all previous street lighting agreements between the parties hereto, and the Municipality acknowledges express notice that no officer, agent or representative of the Company has authority to waive, add to, modify or qualify any of the terms or provisions hereof, excepting only the President or an authorized Vice President of the Company, in writing.

IN WITNESS WHEREOF, the Company has caused this agreement to be signed on its behalf by its Vice President, and the Municipality has caused the same to be signed by its Mayor and attested to by its Clerk, and the corporate seal of the Municipality hereto affixed the day and year first above written.

WITNESSES:

CENTRAL LOUISIANA ELECTRIC COMPANY, INC.

Jodi L. Russell

By: Michael P. Puchon
Vice President

Klaris H. Harper

Jeanne K. Schreckert

MUNICIPALITY OF SLIDELL

Barbara Mantoux Denton

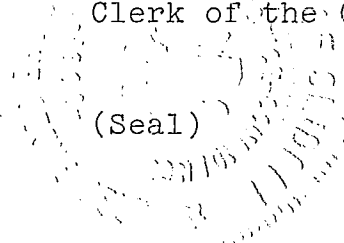
By: Shirley Russo
Mayor

ATTEST:

Barbara Mantoux Denton

Clerk of the Council

(Seal)



CORPORATION ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

ON THIS 10th day of December, 1985, before me appeared Salvatore A. Caruso, to me personally known, who being by me duly sworn, did say that he is the Mayor of Slidell, Louisiana, and that said instrument was signed on behalf of said corporation by authority of its governing body and said Mayor acknowledged said instrument to be the free act and deed of said corporation.

Clas P. Guillot
Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF RAPIDES

ON THIS 10th day of December, 1985, before me appeared Michael Prudhomme, to me personally known, who being by me duly sworn, did say that he is the Vice President of Central Louisiana Electric Company, Inc.; that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said instrument was acknowledged to be the free act and deed of said corporation.

Annie S. Currier
Notary Public



CITY OF SLIDELL
OFFICE OF THE ATTORNEY

2055 Second Street P. O. Box 828 Slidell, LA 70459 Phone: 504/646-4396

TO: Reinhard J. Dearing
FROM: Elaine W. Guillot
RE: Cleco Franchise Agreement
City - General File
My File No. 2302.1D

Dear Reinhard:

I have reviewed the proposed Cleco franchise and find it acceptable as to legal form.

As we discussed, the Finance Department should check the financial effect of passing the new ordinance.

Sincerely yours,

Elaine

Elaine W. Guillot

EWG/jkf



October 3, 1985

The Honorable Salvatore Caruso
Mayor, City of Slidell
P. O. Box 828
Slidell, LA 70459

Dear Mayor Caruso:

In answer to your question concerning why CLECO is asking Slidell for an early renewal of its electric franchise, it is because such a renewal would benefit both Slidell and CLECO.

The benefits to the City are basically economic because of the additional franchise fees which CLECO will be paying under a new franchise.

The benefits to CLECO include the fact that by securing the franchise, the Company will be obtaining the right to continue serving the citizens beyond the term of the present franchise. This factor is important in such things as obtaining financing for the Company, since those parties who provide financing require assurances the Company is a good risk. Without such assurances, those who provide financing would naturally require higher interest rates because of the higher level of risk involved.

I might note that CLECO's normal procedure is to approach municipalities with proposals for early renewal of franchises because of the mutual benefits. With the large number of franchises held by CLECO (more than 60), this is obviously a time-consuming process, so by starting early we're able to accomplish it in a more orderly and satisfactory fashion than if we waited until the last minute.

CLECO is very proud of our plans for providing economical energy over the long term. We feel our present use of coal and our future use of Louisiana lignite beginning early next year will put CLECO and its customers in a favorable position concerning costs and reliability of future energy supplies. We look forward to working with you as these plans come to fruition and the benefits are realized in the months and years ahead.

Please let me know if you would like any further information on our proposal. Thank you very much.

Sincerely,

A handwritten signature in black ink, appearing to read 'Karl Welch', written in a cursive style.

Karl Welch, Manager
P. O. Box 609
Slidell, LA 70459

CITY OF SLIDELL
STREET LIGHTS

* MONTHLY BILLING RATE (CURRENT FRANCHISE)

<u>WATT</u>	<u># LIGHTS</u>		
175	1731	@ 200	3,462.00
400	143	@ 350	500.50
400	243	@ monthly rate	3,690.00
		fuel cost	1,613.52
	2117		\$9,266.02

* MONTHLY BILLING RATE (PROPOSED FRANCHISE)

	<u>WATT</u>	<u># LIGHTS</u>	
Overhead	175	1288	3,992.80
Underground	175	474	1,469.40
Overhead	400	22	127.60
Underground	400	339	1,966.20
			7,760.38 - Average Fuel Adjustment
		2123	\$15,316.38

Present Franchise 1984 (12 months) Based on 2,117 Units	Proposed Franchise Using Figures of 1985 Based on 2,123 Units	Additional Charges
\$111,192.20 actual cost	\$183,796.56	\$72,604.36

* All figures are based on 1984 calendar year.

CITY OF SLIDELL
ELECTRIC FRANCHISE

	<u>CURRENT FRANCHISE</u>	<u>PROPOSED FRANCHISE</u>
Street Lights	\$111,192.20	\$183,796.56
Municipal Accounts	310,273.84	295,436.70
	<u>\$421,466.04</u>	<u>\$479,233.26</u>
Franchise Tax	<u>\$285,710.97 (2%)</u>	<u>\$571,421.94 (4%)</u>
	(\$135,755.07)	\$92,188.68

CITY OF SLIDELL
OFFICE OF THE ATTORNEY

2055 Second Street P. O. Box 828 Slidell, LA 70459 Phone: 504/646-4396

October 11, 1985

TO: Reinhard J. Dearing

FROM: Elaine W. Guillot

SUBJECT: Franchise Agreement by
Washington-St. Tammany Electric
City--General File
My File No. 2302.1D

Dear Reinhard:

Enclosed is the proposed franchise agreement which was sent to us by Washington-St. Tammany. I have made a few notations thereon. Barbara is supposed to have the original of the map--it would be the same map that is attached to the Cleco/Washington-St. Tammany Agreement approved by the City in February, 1966.

Mr. Varnado called me Friday morning and indicated that the Board would propose a 2% franchise fee. I didn't tell him that Cleco has offered 4% as I wasn't sure what you want to do. You may want to discuss this with him before you submit the ordinance to Barbara for drafting.

Sincerely yours,

Elaine

Elaine W. Guillot

EWG/jkf
Attachment

CENTRAL LOUISIANA ELECTRIC COMPANY, INCORPORATED

TO

AND

FROM

WASHINGTON-ST. TAMMANY ELECTRIC COOPERATIVE, INCORPORATED.

A G R E E M E N T .

THIS AGREEMENT made and entered into by and between,

CENTRAL LOUISIANA ELECTRIC COMPANY, INCORPORATED,

herein represented by D. E. Lane,

and

WASHINGTON-ST. TAMMANY ELECTRIC COOPERATIVE,

INCORPORATED,

herein represented by Lyle V. Killingsworth,

W I T N E S S :

WHEREAS, CENTRAL LOUISIANA ELECTRIC COMPANY, INCORPORATED has a franchise from the City of Slidell, St. Tammany Parish, Louisiana, to serve the City of Slidell with electric energy, and the WASHINGTON-ST. TAMMANY ELECTRIC COOPERATIVE, INCORPORATED, is now actually serving a portion of the City of Slidell due to the expansion of the said City by extension of its city limits by its governing authority; therefore, the CENTRAL LOUISIANA ELECTRIC COMPANY, INCORPORATED

WATTS & WATTS

ATTORNEYS AND NOTARIES

WATTS BUILDING

"ATTACHMENT 1"

and the WASHINGTON-ST. TAMMANY ELECTRIC COOPERATIVE, INCORPORATED enter into a working agreement as follows:

The CENTRAL LOUISIANA ELECTRIC COMPANY, INCORPORATED does agree and designate a service area for the WASHINGTON-ST. TAMMANY ELECTRIC COOPERATIVE, INCORPORATED, in order that it may serve that portion of the City of Slidell lying East and South of a road line designated on a map or plat which is attached hereto and made a part hereof as if written herein in full and initialed by the said parties. CENTRAL LOUISIANA ELECTRIC COMPANY, INCORPORATED is to serve the remainder of the City of Slidell under its franchise.

It is agreed that the WASHINGTON-ST. TAMMANY ELECTRIC COOPERATIVE, INCORPORATED shall pay two (2%) per cent of its gross receipts as tax to the City of Slidell on residential and commercial sales within its designated area.

It is agreed that the WASHINGTON-ST. TAMMANY ELECTRIC COOPERATIVE, INCORPORATED shall furnish street lights to the City of Slidell within its service area as designated herein on the same basis as furnished by CENTRAL LOUISIANA ELECTRIC COMPANY, INCORPORATED.

It is agreed by the WASHINGTON-ST. TAMMANY ELECTRIC COOPERATIVE, INCORPORATED that in the event any industrial consumer is located within its designated area with an initial capacity of 400 horse power or more, it shall in that event be served by either party to this agreement, in other words, it is to be the customer's choice.

This agreement shall be subject to regulations of the governing authority of the City of Slidell, Louisiana, and the Louisiana Public Service Commission.

IN WITNESS WHEREOF we have signed this instrument in duplicate originals, on this the 24th day of February, 1966, in the presence of the undersigned competent witnesses, after due reading of the whole.

CENTRAL LOUISIANA ELECTRIC COMPANY,
INCORPORATED

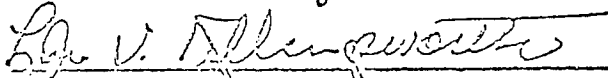
BY:



D. E. Lane

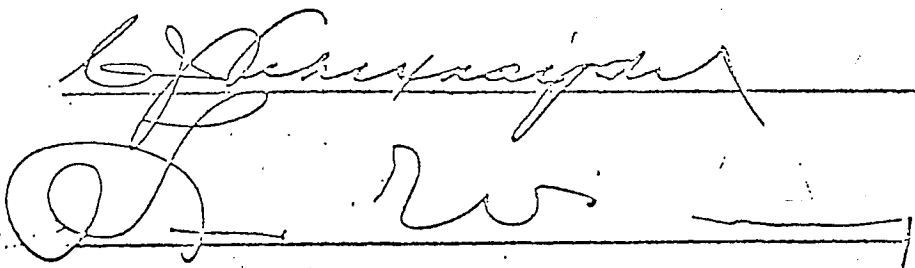
WASHINGTON-ST. TAMMANY ELECTRIC
COOPERATIVE, INCORPORATED

BY:



Lyle V. Killingsworth

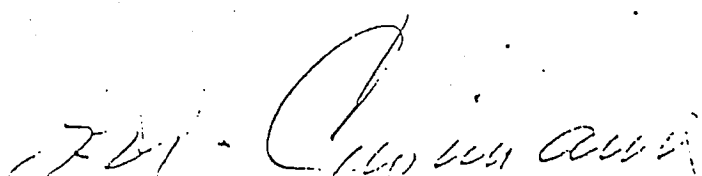
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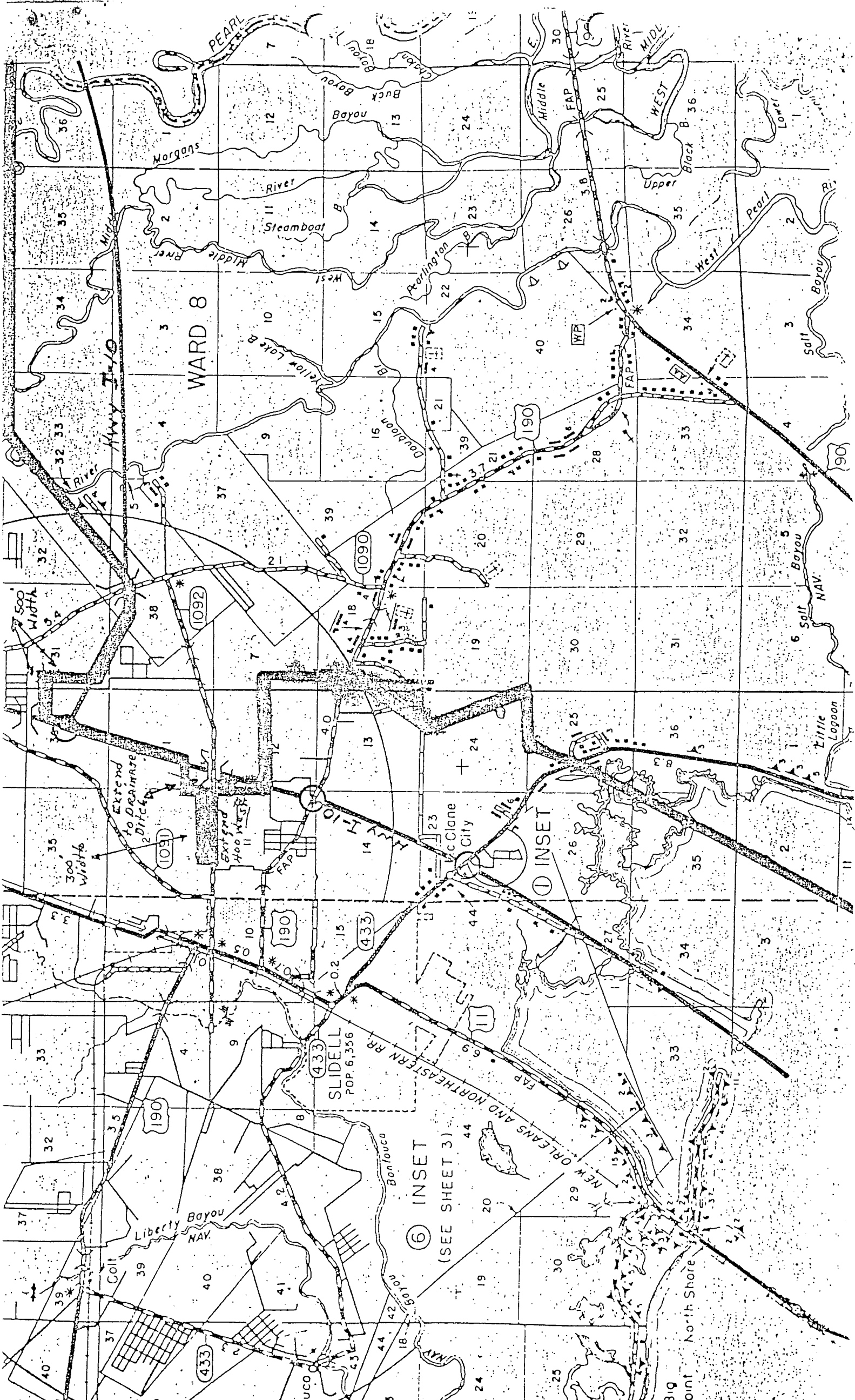


APPROVED:

CITY OF SLIDELL

BY:





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City

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