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6 Introduced November 12, 1985 by
7 Councilman Van Sandt, seconded by
8 Councilwoman Williams
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12 Item No. 85-11-921
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16 ORDINANCE NO. 1893
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20 An ordinance granting Washington-St. Tammany Electric
21 Cooperative, Incorporated, its successors and assigns, the right to
22 erect, maintain, extend and operate a system of works, poles, wires,
23 underground conduits, cables and all necessary apparatus and appur-
24 tenances under, across, along and over certain streets, alleys and
25 other public areas in the City of Slidell, State of Louisiana, for
26 the purpose of generating electricity and/or for the sale and
27 distribution of same to the said City and to the public for a period
28 of thirty years from and after the date this ordinance becomes
29 effective within the limits and areas hereinafter set forth.
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31 BE IT ORDAINED, by the City Council of the City of Slidell,
32 Louisiana, (hereinafter sometimes called "Grantor"), in legal session
33 convened, that:
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37 SECTION I. Washington-St. Tammany Electric Cooperative,
38 Incorporated (sometimes hereinafter called "Grantee"), a non-profit
39 membership corporation organized under the laws of the State of
40 Louisiana, and doing business in the State of Louisiana, its
41 successors and assigns, be and it is hereby granted the right, power
42 and authority for a period of thirty years from and after the date
43 this ordinance becomes effective, to erect, maintain, and to operate
44 a system of works, poles, wires, underground conduits, cables and all
45 necessary apparatus and appurtenances within the following described
46 property annexed by the City of Slidell and within all property that
47 may be subsequently annexed in this area by the City of Slidell, or
48 as such corporate limits may be extended:
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61 That portion of the City of Slidell lying East and
62 South of a red line designated on a map on plat which
63 is attached hereto and made a part hereof as if written
64 herein in full and initialed by the said parties.
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66 Grantee shall not in the exercise of its franchise or rights
67 granted hereunder construct electric distribution lines or transmission
68 lines which cross or closely parallel electric lines of another
69 franchise supplier of electricity in contravention of any State Statute
70 or of any regulatory body having jurisdiction thereof. This franchise
71 is granted to Washington-St. Tammany Electric Cooperative, Incorporated
72 for the purpose of generating electricity and/or for the sale and
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11 distribution of the same to the City and to the public for lighting,
12 heating, power and other purposes to which electricity may be put, and
13 for the said purposes, to enter on, below or under areas under the
14 control or the jurisdiction of the said City within only the limits
15 and areas above set forth.
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22 SECTION II. The Grantee, its successors and assigns, shall
23 at all times maintain its electric light and power transmission and
24 distribution system in good condition, using all reasonable safety
25 appliances in the operation thereof and the Grantee shall have the
26 right to adopt and make effective from time to time the reasonable
27 rules and regulations providing for the conditions of service to its
28 customers.
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36 SECTION III. The Grantee, its successors and assigns, shall
37 be obligated to extend its electric distribution system from time to
38 time in accordance with its standards and practices to the end that
39 the City of Slidell and the inhabitants within the limits and areas
40 above set forth shall be given reasonable adequate service commen-
41 surate with the demand thereof.
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48 SECTION IV. The Grantee, its successors and assigns, shall
49 supply adequate service of electric current to the City of Slidell
50 and the inhabitants thereof within the limits and areas above set
51 forth, at fair and reasonable rates in conformity with prevailing
52 electric conditions, subject to the exercise of Grantor's charger
53 power, and any other governmental authority in whom such power may be
54 vested, to regulate, and change rates for such electric current.
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62 SECTION V. As a condition of and consideration for the
63 granting of this franchise, the Grantee, its successors and assigns,
64 shall pay to the City of Slidell, yearly, and within 30 days after
65 the end of each year, a sum of money equal to 4% of the gross receipts
66 of Grantee from the sale of electric energy to customers within the
67 corporate limits, within only the limits and areas above set forth,
68 during the preceding year, provided, however, should the City of
69 Slidell ever impose an excise license or privilege tax on the receipts
70 from the sale of electric energy within the corporate limits of the
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12 City of Slidell, then the payments herein provided to be made to
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14 the City of Slidell by Washington-St. Tammany Electric Cooperative,
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16 Incorporated, or its successors or assigns will be reduced by an
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18 amount equal to the sum of such new tax, it being the intent that the
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20 said payment of the percentage of the gross receipts shall be in lieu
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22 of excise license or privilege tax on such receipts from the sale of
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24 electric energy as aforesaid.
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26 SECTION VI. The Grantee's franchise rights to connect addi-
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28 tional customers shall terminate should the City of Slidell itself
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30 generate and/or distribute electricity, and the City shall then have
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32 the right to purchase any electrical facilities of Grantee within the
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34 City limits, except electrical transmission facilities, at a price
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36 representing the actual cost to Grantee of those facilities purchased;
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38 provided, however, that should the City of Slidell, having undertaken
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40 generation and/or distribution of electricity as above set forth,
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42 thereafter abandon, in whole or in part, such generation and/or
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44 distribution, then Grantee shall have the exclusive option to repur-
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46 chase all such electrical facilities previously sold to the City of
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48 Slidell and no longer required by the the City of Slidell for gen-
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50 eration and/or distribution at a price representing the actual cost
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52 of the City of Slidell of such facilities; the option herein granted
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54 shall lapse and be of no force or effect if not exercised by Grantee
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56 within ninety days of the receipt by it of written notice of the
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58 City of Slidell's intention to abandon generation and/or transmission
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60 as above set forth; the option herein granted may be exercised with-
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62 in such ninety day period by Grantee's delivering to the City of
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64 Slidell, through its Mayor, written notice of Grantee's intention to
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66 exercise the option.
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68 SECTION VII. This franchise shall be non-exclusive.
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70 SECTION VIII. Written acceptance of this ordinance shall be
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72 filed by the Grantee with the Clerk of the Slidell City Council
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74 within fifteen (15) days after its passage; it shall become effective
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76 thirty (30) days after the date of its passage and shall run and
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78 extend for a period of thirty years from its effective date.
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12 SECTION IX. This franchise is granted upon the condition that
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14 Grantee shall not install any electrical transmission or distribution
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16 lines so that such lines cross or parallel any electrical transmission
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18 or distribution lines now or hereafter in existence in contravention
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20 of any State Statute or regulatory order of any regulatory body having
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22 jurisdiction thereof.
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25 ADOPTED this 10th day of December , 1985.
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30 *Richard B. Van Sandt*
31 Richard B. Van Sandt
32 Councilman, District C
33 President of the Council
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37 *Salvatore A. Caruso*
38 Salvatore A. Caruso
39 Mayor
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45 *Barbara Manteris Penton*
46 Barbara Manteris Penton
47 Clerk of the Council
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DELIVERED
12-12-85 10:00 a.m.
to the Mayor

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

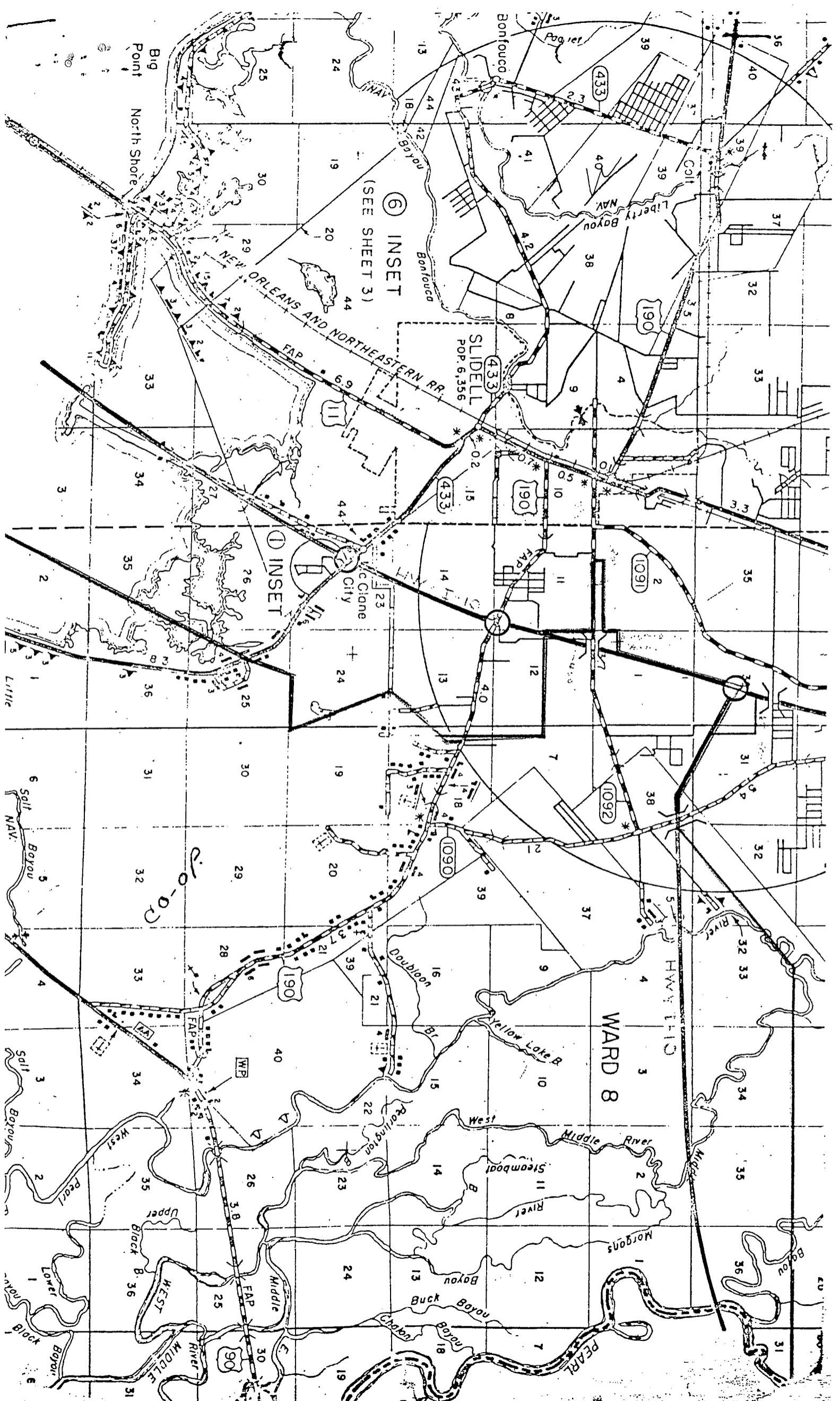
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53 CERTIFICATE

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55 STATE OF LOUISIANA
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57 PARISH OF ST. TAMMANY
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59 CITY OF SLIDELL

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61 I, *Barbara Manteris Penton*, am the duly qualified Clerk of
62
63 the Slidell City Council, and I further certify that the above and
64
65 foregoing constitutes a true and correct and exact copy of the
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67 ordinance adopted by the Slidell City Council on the 10th day of
68
69 December, 1985.
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72 Given under my hand officially this the 10th day of December,
73
74 1985.
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78 *Barbara Manteris Penton*
79 Barbara Manteris Penton
80 Clerk of the Slidell City Council
81
82



(SEE SHEET 3)
⑥ INSET

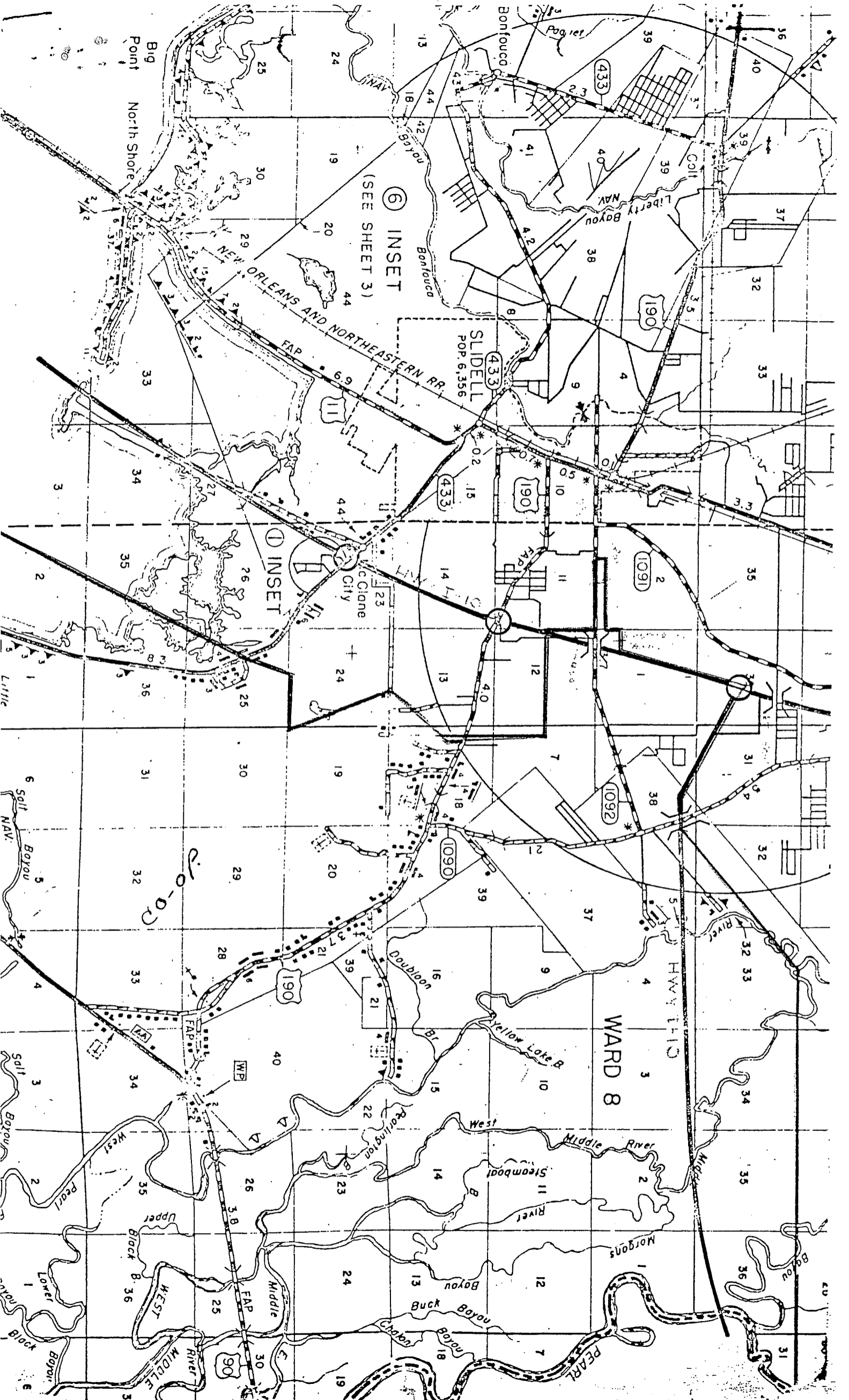
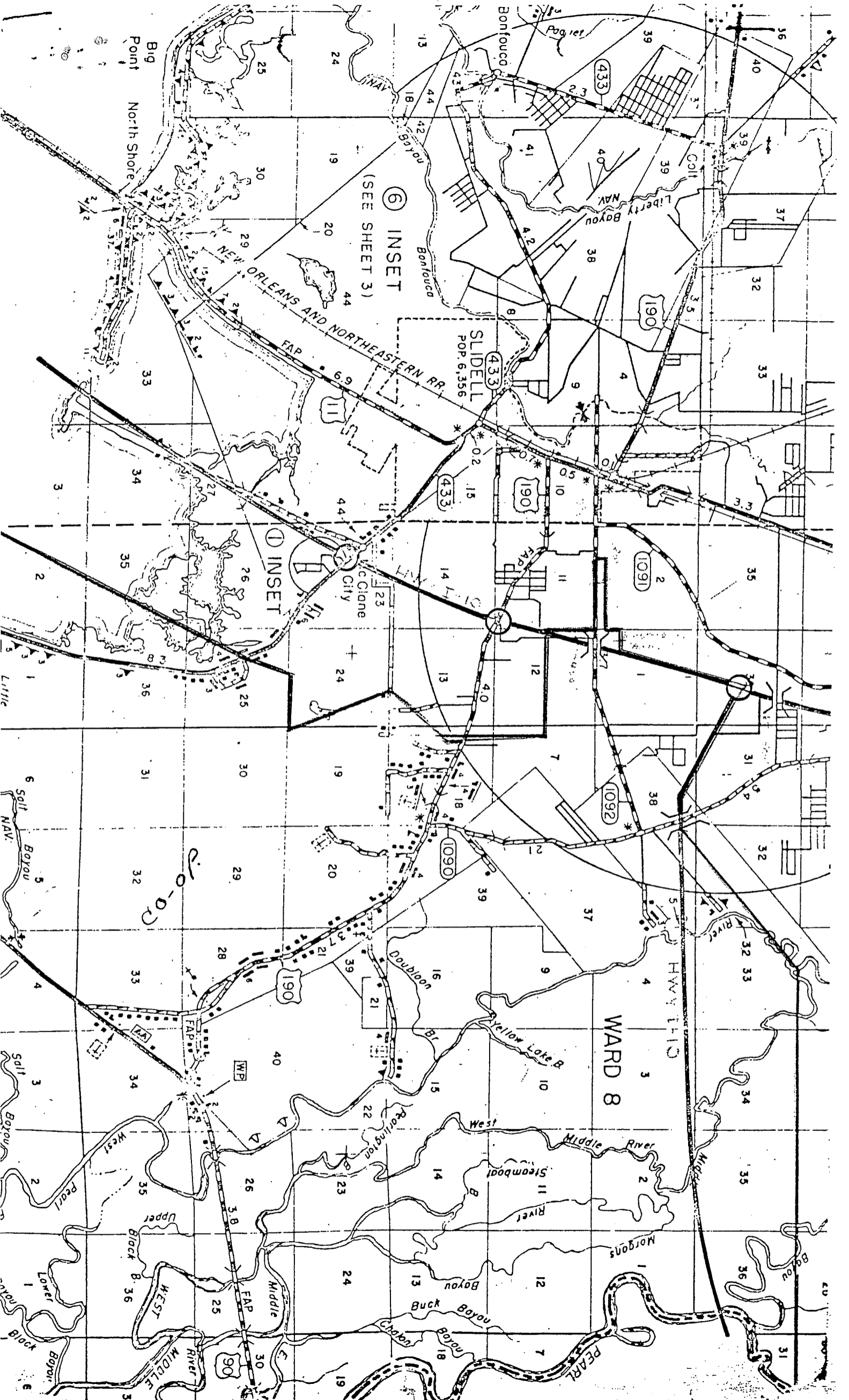
① INSET

WARD 8

SLIDELL
POP. 6,356

NEW ORLEANS AND NORTHEASTERN RR

LIBERTY BOUAY



5- 10/29

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

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 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 into 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.

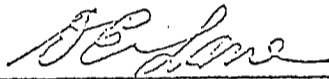
It is agreed by the WASHINGTON-ST. TAMMANY ELECTRIC COOPERATIVE, INCORPORATED that in the event any industrial consumer is located within its designated area with an initial capacity of 400 horse power or more, it shall in that event be served by either party to this agreement, in other words, it is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

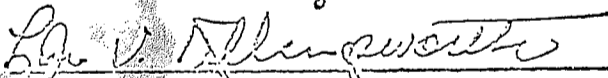
BY:



D. E. Lane

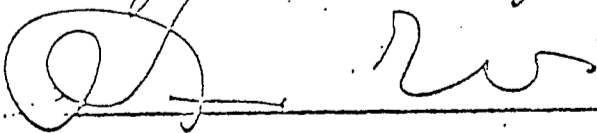
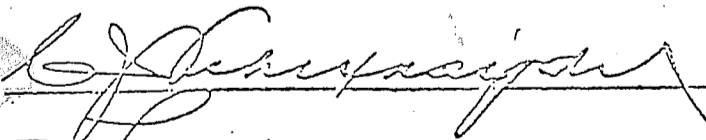
WASHINGTON-ST. TAMMANY ELECTRIC
COOPERATIVE, INCORPORATED

BY:



Eyle V. Killingsworth

WITNESSES:



APPROVED:

CITY OF SLIDELL

BY:



November 13, 1985

PUBLIC NOTICE

Item No. 85-11-921, an ordinance granting Washington-St. Tammany Electric Cooperative, Inc., its successors and assigns, the right to underground conduits, cables and all necessary apparatus and appurtenances under, across, along and over certain streets, alleys and other public areas in the City of Slidell, State of Louisiana, for the purpose of generating electricity and/or for the sale and distribution of same to the said City and to the public for a period of thirty years from and after the date this ordinance becomes effective within the limits and areas hereinafter set forth.

A Public Hearing will be held on said proposed ordinance at 6:30 P.M. on Tuesday, December 10, 1985 in the Council Chambers, 2055 Second St.

This proposed ordinance is being printed by title only as required by Ordinance No. 1528.

CITY OF SLIDELL

Barbara Manteris Penton
Clerk of the Council

Publish: Friday, November 15, 1985