

2025-0009

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF LEGAL SERVICES)**

ORDINANCE NO. 25-4-15

An ordinance to approve and authorize the Parish President to execute a Franchise Agreement with Entergy Louisiana, LLC, (formerly known as Louisiana Power and Light) its successors and assigns, to provide electric power and energy throughout St. Charles Parish all in accordance with La-R.S. 33:4361.

WHEREAS, St. Charles Parish Policy Jury on September 7, 1926, adopted a Franchise Agreement with Louisiana Power and Light to provide electric power and energy throughout St. Charles Parish; and,

WHEREAS, the term of the Franchise Agreement was for a term of ninety-nine (99) years and said Agreement expires on September 6, 2025; and,

WHEREAS, it is imperative that St. Charles Parish continue to provide for the health, safety and welfare of its citizens by continuing to provide said service by entering into the attached Franchise Agreement with Entergy Louisiana, LLC.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The St. Charles Parish Council hereby approves the attached Franchise Agreement with Entergy Louisiana, LLC for an initial term of thirty (30) years beginning May 1, 2025, and which shall automatically renew for two additional thirty (30) year terms unless terminated by either party by providing written notice at least twelve (12) months prior to termination of each term.

SECTION II. That the Parish President is further hereby authorized to execute the Franchise Agreement with Entergy Louisiana, LLC and any and all documents deemed necessary to provide electric power and energy throughout St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, O'DANIELS,
FISHER, DEBRULER

NAYS: NONE

ABSENT: COMARDELLE

And the ordinance was declared adopted this 21st day of April, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca

SECRETARY: Michelle Sapostaro

DLVD/PARISH PRESIDENT: April 22, 2025

APPROVED: ✓

DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: April 24, 2025

AT: 9:50am

RECD BY: AK

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE

ON 5/14/2025

AS INSTRUMENT NO. 488613

IN MORTGAGE CONVEYANCE OATH BOOK

FRANCHISE AGREEMENT BY AND BETWEEN ST. CHARLES PARISH AND ENTERGY LOUISIANA, LLC

This Franchise Agreement (the “Franchise Agreement” or “Agreement”) dated May 1, 2025 (“Effective Date”) is made by and between St. Charles Parish (the “Parish”) and Entergy Louisiana, LLC, its successors and assigns, (the “Company”).

WHEREAS, St. Charles Parish, pursuant to Ordinance No. 25-4-15 passed on April 21, 2025, (hereinafter referred to as the “Franchise Ordinance”) has granted to the Company, its successors and assigns, the franchise, right and privilege, for an initial term of thirty (30) years beginning May 1, 2025, and which shall automatically renew for two additional thirty (30) year terms unless terminated by either party by providing written notice at least twelve (12) months prior to the termination of each term, to supply, in such manner as it deems best, electric power and energy throughout the Parish of St. Charles, Louisiana, and to the inhabitants thereof, or to any person, firm, or corporation, and the right to acquire, construct, operate, and maintain such plants, structures, transmission lines, distribution systems, and equipment as may be useful or necessary for the generation, production, transportation, distribution, and/or sale of electric power and energy throughout the Parish of St. Charles, Louisiana, and the right to erect, operate, and maintain poles, masts, supports, wires, cables, transmission lines, conduits, conductors, substations distribution systems, and any and all other appliances useful or necessary for the transportation and/or distribution and/or sale of electric power and energy on, over, under, along, upon, and across all of the present and/or future streets, roads, highways, alleys, and public places of the Parish of St. Charles, Louisiana, not within the limits of any incorporated city, town or village, and the right to repair, replace, or remove same, or any portion thereof, and the right to connect any such transmission line or distribution system to any other transmission line or distribution system for the purpose of transporting electric power and energy into, through, or beyond the boundaries of the Parish.

SECTION 1. Pursuant to the Franchise Ordinance, the Parish granted to the Company, its successors and assigns, in addition to the rights and privileges presently in effect and enjoyed by the Company, a franchise, right, and privilege, from date of the adoption thereof, to supply electric power and energy throughout the Parish of St. Charles, Louisiana, and to the inhabitants thereof, or to any person, firm, or corporation, in such manner and from such sources as the said Company deems best, and the right to acquire, construct, operate, and maintain such plants, structures, transmission lines, distribution systems, and equipment as may be useful or necessary for the generation, production,

transportation, distribution, and/or sale of electric power and energy throughout the Parish of St. Charles, Louisiana, and the right to erect, operate, and maintain poles, masts, supports, wires, cables, transmission lines, conduits, conductors, substations, distribution systems, and any and all other appliances useful or necessary for the transportation and/or distribution and/or sale of electric power and energy on , over, under, along, upon, and across all of the present and/or future streets, roads, highways, alleys, and public places of the Parish of St. Charles, Louisiana, not within the limits of any incorporated city, town or village, and the right to repair, replace, or remove same, or any portion thereof, and the right to connect any such transmission line of distribution system to any other transmission line or distribution system for the purpose of transporting electric power and energy into, through, or beyond the boundaries of the Parish.

SECTION 2.

1. This franchise, so far as it applies to the use of any state highway for the purposes herein specified, shall be without effect without the written consent and approval of the Louisiana State Highway Engineer, and no work shall be undertaken by the Company on any state highway without the written consent of the State Highway Engineer in accordance with the provisions of revised statute 33:4362.

2. In maintaining its properties the Company shall not unnecessarily or unreasonably impair or obstruct the streets, roads, highways, alleys, sidewalks, and public grounds, and the Company shall, at its own expense, without unreasonable delay, make all necessary repairs to remedy any damage or remove any obstruction caused by its operations hereunder.

3. The Company shall use reasonable precautions to avoid damage or injury to persons or property and shall indemnify, hold and save harmless the parish and its employees acting in the course and scope of their employment from all damages, losses, or expense including any and all claims, demands, suits or judgements for sums of money to any party or person for loss of life, injury or any damages whatsoever, arising either in tort or contract, caused or contributed to or in any way arising from the breaches of any contracts, acts or omission of the Company, its agent, employees, or contractors, while exercising any of the rights herein granted, except to the extent arising from the gross negligence, sole negligence, and/or intentional act of the Parish and/or its employees acting in the course and scope of their employment.

SECTION 3. The Parish shall make, adopt, and enforce all ordinances necessary to protect the property and property rights of the Company owned and operated under this Franchise, and the

Parish will not in any way interfere with the full legal use by the Company of the property which it now maintains or may hereafter maintain in the Parish.

SECTION 4. This Agreement is entered into for the public health and welfare and the public necessity requiring it, shall took effect from and after its adoption.

SECTION 5. This Agreement shall be for an initial term of thirty (30) years beginning May 1, 2025, and which shall automatically renew for two additional thirty (30) year terms unless terminated by either party by providing written notice at least twelve (12) months prior to termination of each term.

SECTION 6. Nothing in this Agreement shall be construed as superseding, repealing, canceling, modifying, or in any way affecting any of the rights enjoyed by Louisiana Power & Light Company (now known as Entergy Louisiana, LLC), under that certain franchise adopted by the St. Charles Parish Police Jury on the September 7, 1926, and said franchise is hereby recognized as continuing in full force and effect in accordance with its terms.

SECTION 7. The Company is subject to regulation by the Louisiana Public Service Commission, who has been vested with the authority to regulate public utilities pursuant to Article IV, Section 21 of the Louisiana Constitution of 1974.

SECTION 8. The parties recognize that execution of this Agreement is the Company's acceptance of the rights, responsibilities and obligations as set forth herein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives have executed this Agreement.

Entergy Louisiana, LLC

BY: Michelle P. Bourg
Name: MICHELLE P. BOURG
Title: VP, CUSTOMER SERVICE
ENTERGY LOUISIANA, LLC

St. Charles Parish

BY: Matthew Jewell
Name: Matthew Jewell
Title: Parish President

CERTIFICATE

The undersigned, Daniel T. Falstad, Secretary of Entergy Louisiana, LLC (the "**Company**"), a limited liability company organized under the laws of the State of Texas, hereby certifies that Michelle Bourg, the Vice President, Customer Service, of the Company (the "**Authorized Person**"), has the power and authority granted under the Company Agreement of the Company and applicable law to execute on behalf of the Company any and all documents, on such terms and conditions, as such Authorized Person, in her sole discretion, shall deem necessary or appropriate in connection with the Franchise Agreement By and Between St. Charles Parish and Entergy Louisiana, LLC, a copy of which is attached hereto as **Exhibit A** and made a part hereof.

Witness my hand hereto this 28th day of January, 2025.

A handwritten signature in black ink, reading "Daniel T. Falstad", written in a cursive style. The signature is positioned above a horizontal line.

Daniel T. Falstad
Secretary