

ORDINANCE NO. _____ OF 2015

AN ORDINANCE GRANTING CENTERPOINT ENERGY, FORMERLY KNOWN AS RELIANT ENTERGY ENTEX (ITS SUCCESSORS AND ASSIGNS BEING HEREINAFTER SOMETIMES CALLED "GRANTEE"), FOR A PERIOD OF FIFTEEN (15) YEARS BEGINNING ON THE DATE OF ADOPTION HEREOF, ALL NECESSARY RIGHTS TO SELL, DISTRIBUTE, AND/OR TRANSPORT GAS (NATURAL AND/OR ARTIFICIAL AND/OR MIXED) IN, THROUGH, AND BEYOND THE LIMITS OF THE CITY OF OPELOUSAS, ST. LANDRY PARISH, LOUISIANA AS THE SAME MAY NOW OR HEREAFTER LAWFULLY EXIST, INCLUDING THE RIGHT TO CONSTRUCT A SYSTEM OF PIPES, PIPE LINES, GAS MAINS, LATERALS, CONDUITS, FEEDERS, REGULATORS, METERS, FIXTURES, CONNECTIONS AND ATTACHMENTS AND OTHER DESIRABLE INSTRUMENTALITIES AND APPURTENANCES IN, OVER, UNDER, AND THROUGH ANY AND ALL STREETS, ALLEYS, AVENUES, SIDEWALKS, BRIDGES, PUBLIC GROUNDS AND PUBLIC PLACES OF SAID CITY OF OPELOUSAS FOR SAID PURPOSES GRANTING TO GRANTEE THE RIGHT TO ADOPT REASONABLE RULES AND REGULATIONS, DEMAND METER DEPOSITS, CHARGE FOR RECONNECTIONS AND TO PREVENT THE RESALE OF GAS BY GRANTEE'S CUSTOMERS; PROVIDING FOR THE PAYMENT BY GRANTEE TO SAID CITY OF OPELOUSAS OF AN AMOUNT EQUAL TO FOUR (4%) PERCENT OF THE GROSS RECEIPTS OF GRANTEE FROM THE SALE OF GAS FOR RESIDENTIAL AND COMMERCIAL PURPOSES BILLED AT RESIDENTIAL AND COMMERCIAL RATES WITHIN THE LIMITS OF THE CITY OF OPELOUSAS AS THE SAME MAY NOW OR HEREAFTER LAWFULLY EXIST; PROVIDING FOR ACCEPTANCE BY CENTERPOINT ENERGY, AND REPEALING ALL ORDINANCES IN CONFLICT HERewith

BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Opelousas, State of Louisiana:

SECTION 1. Centerpoint Energy, formerly known as Reliant Entergy Entex, is authorized to do business and doing business in the State of Louisiana (hereinafter sometimes referred to as "Centerpoint Energy" or "Grantee"), is engaged in the sale, transporting, distributing, and supplying of gas in and through the City of Opelousas, Louisiana (hereinafter sometimes referred to as "Grantor"), under the jurisdiction of the Louisiana Public Service Commission;

IN CONSIDERATION OF THE OBLIGATIONS HEREINAFTER SET FORTH, GRANTEE, ITS SUCCESSORS AND ASSIGNS (INCLUDING, BUT NOT LIMITED TO A SUCCESSOR OR ASSIGN WHICH IS A SUBSIDIARY OR DIVISION OF CENTERPOINT ENERGY) IS HEREBY GRANTED, FOR A PERIOD OF FIFTEEN (15) YEARS BEGINNING ON THE DATE OF ADOPTION HEREOF, ALL NECESSARY RIGHTS TO SELL, DISTRIBUTE, AND/OR TRANSPORT GAS (NATURAL AND/OR ARTIFICIAL AND/OR MIXED) IN, THROUGH, AND BEYOND THE LIMITS OF THE CITY OF OPELOUSAS, ST. LANDRY PARISH, LOUISIANA AS THE SAME MAY NOW OR HEREAFTER LAWFULLY EXIST, INCLUDING THE RIGHT TO CONSTRUCT A SYSTEM OF PIPES, PIPE LINES, GAS MAINS, LATERALS, CONDUITS, FEEDERS, REGULATORS, METERS, FIXTURES, CONNECTIONS AND ATTACHMENTS AND OTHER DESIRABLE INSTRUMENTALITIES AND APPURTENANCES IN, OVER, UNDER, AND THROUGH ANY AND ALL STREETS, ALLEYS, AVENUES, SIDEWALKS, BRIDGES, PUBLIC GROUNDS AND PUBLIC PLACES OF SAID CITY OF OPELOUSAS FOR SAID PURPOSES, PROVIDED, HOWEVER, THAT GRANTEE SHALL BE LIABLE FOR ALL DAMAGES OR INJURIES TO PERSONS OR PROPERTY THAT MAY BE CAUSED BY GRANTEE'S NEGLIGENCE, AND SHALL REPAIR, AT ITS EXPENSE, ANY DAMAGE THAT MAY BE DONE BY GRANTEE TO THE STREETS, ALLEYS, AVENUES, SIDEWALKS, BRIDGES, PUBLIC GROUNDS AND PUBLIC PLACES OF GRANTOR SO AS TO RESTORE SAME TO THEIR FORMER STATE OR CONDITION INSOFAR AS IS REASONABLY POSSIBLE TO DO SO.

SECTION 2. Grantee shall have the right to adopt and make effective from time to time reasonable rules and regulations providing for terms and conditions of service in Grantor, including the right to demand meter deposits, to make charges for reconnections, and to prevent the resale of gas by Grantee's customers.

SECTION 3. In consideration of the foregoing and as full compensation for the operations of Grantee under the franchise herein granted, Grantee shall be obligated to pay to Grantor annually during the term of this franchise an amount equal to four (4%) percent of the gross receipts for such year received by Grantee from the sale of gas within the limits of Grantor for residential and commercial purposes billed by Grantee at its residential and commercial rates effective within Grantor. Payments hereunder shall be calculated on the basis of gross receipts from the sale of gas delivered within the corporate limits of Grantor to residential and commercial customers of Grantee at residential and commercial rates during the year next preceding that on account of which the payment is made and shall be payable on or before the tenth day of February of the year for which payment is made, beginning with the first day of February next following the effective date of this franchise and each and every year thereafter.

ON OR BEFORE THE 10TH DAY OF EACH FEBRUARY, GRANTEE SHALL GIVE GRANTOR A STATEMENT SHOWING THE TOTAL AMOUNT OF GRANTEE'S GROSS RECEIPTS, AS DEFINED ABOVE, FOR THE PRECEDING CALAENDAR YEAR.

IN THE EVENT GRANTEE AGREES, DURING THE LIFE OF THIS FRANCHISE, TO PAY TO ANY OTHER MUNICIPALITY SERVED BY GRANTEE IN LOUISIANA, A FRANCHISE PAYMENT BASED UPON A RATE GREATER THAN THE FOUR (4%) PERCENT SPECIFIED ABOVE. SHOULD GRANTEE HAVE OR ENTER INTO A FRANCHISE WITH ANY OTHER MUNICIPALITY IN LOUISIANA AND SHOULD SUCH FRANCHISE INCLUDE BENEFITS TO SUCH MUNICIPALITY THAT ARE NOT ADDRESSED HEREIN, GRANTEE SHALL EXTEND SUCH BENEFITS IN A PROPORTIONATE MANNER TO THE CITY OF OPELOUSAS.

THE PAYMENTS MADE HEREUNDER SHALL BE CREDITED AGAINST ANY EXCISE, PRIVILEGE OR LICENSE TAX NOW OR HEREAFTER IMPOSED OR LEVIED BY GRANTOR AGAINST GRANTEE, EXCEPT THAT SUCH PAYMENTS SHALL NOT BE CREDITED AGAINST ANY GENERAL OCCUPATIONAL LICENSE TAX IMPOSED OR LEVIED BY GRANTOR IN DUPLICATION OF THAT IMPOSED BY THE STATE OF LOUISIANA UNDER LA. R.S. 47:358, AS NOW WRITTEN.

SECTION 4. Upon written acceptance hereof by Centerpoint Energy, this Ordinance shall continue in full force and effect for a full term of fifteen (15) years from the date of adoption hereof.

SECTION 5. All Ordinances and parts of Ordinances contrary to or in conflict with the provisions of this Ordinance are hereby repealed, and this Ordinance shall, when it becomes effective, supersede and repeal all prior Ordinances which have granted franchises to Grantee or Grantee's predecessors.

Said Ordinance having been introduced on the _____ day of _____, 2015, by _____, notice of Public Hearing having been published, said Public Hearing having been held, the title having been read and the Ordinance considered, on a motion by _____ and seconded by _____, a roll call vote was taken and the following result was had:

YEAS:
NAYS:
ABSENT:
ABSTAINED:

WHEREUPON, the presiding officer declared the above Ordinance duly adopted on this _____ day of _____, 2015.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATE

I, Leisa S. Anderson, Clerk for the City of Opelousas, Louisiana, do hereby certify that the above Ordinance was adopted by the Board of Aldermen at their Regular Meeting on _____.

CITY CLERK