

ORDINANCE NO. 4695

AN ORDINANCE, GRANTING UNTO SOUTHWESTERN ELECTRIC POWER COMPANY, THE RIGHT, PRIVILEGE AND FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN, REPAIR, RECONSTRUCT, REMOVE AND OPERATE A SYSTEM OF ELECTRIC POWER LINES, WIRES, TRANSFORMERS, COMMUNICATION CABLES AND OTHER RELATED AND NECESSARY OR DESIRABLE APPURTENANCES IN, UNDER, OVER, ACROSS, THROUGH AND ALONG ANY AND ALL OF THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, THOROUGHFARES, ROADS, HIGHWAYS, SIDEWALKS, BRIDGES AND PUBLIC GROUNDS AND PUBLIC PLACES OF BOSSIER PARISH, LOUISIANA, FOR THE PURPOSE OF TRANSMITTING AND DISTRIBUTING ELECTRIC POWER TO THE PARISH AND ITS INHABITANTS AND ANY OTHER PERSON OR PERSONS, FIRMS AND CORPORATIONS FOR A TERM OF TWENTY FIVE YEARS; REGULATING THE USE OF STREETS BY THE COMPANY AND REPAIR AND RESTORATION OF THE STREETS DISTURBED BY CONSTRUCTION; PROVIDING FOR COMPENSATION TO BE PAID TO THE PARISH; PROVIDING THAT THIS FRANCHISE SHALL NOT BE EXCLUSIVE; PROVIDING THE COMPANY'S OBLIGATIONS TO FURNISH EFFICIENT SERVICE; PROVIDING FOR INDEMNITY BY THE COMPANY TO THE PARISH; PROVIDING FOR CONDITIONAL FORFEITURE IN EVENT OF DEFAULT BY THE COMPANY; MAKING MISCELLANEOUS PROVISIONS RELATIVE TO THIS GRANT OF FRANCHISE; PROVIDING FOR ACCEPTANCE BY COMPANY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

SOUTHWESTERN ELECTRIC POWER COMPANY
FRANCHISE AGREEMENT

BE IT ORDAINED by the Police Jury of the Parish of Bossier, State of Louisiana, in due, regular and legal session convened:

ARTICLE I

That, as used in this Ordinance, the following terms shall be defined, to-wit:

- (a) The word "Parish" as used in this Ordinance shall mean Bossier Parish, Louisiana.
- (b) The word "Grantee" as used in this Ordinance shall mean Southwestern Electric Power Company, a corporation, its successors and assigns.
- (c) The word "Police Jury" as used in this Ordinance shall mean the present Police Jury of Bossier Parish, Louisiana and its successors elected as provided by the State of Louisiana.
- (d) The word "Public Right(s) of Way" as used in this Ordinance shall mean the streets, roads, alleys, avenues, sidewalks, bridges, public grounds and public places of Bossier Parish, Louisiana.

ARTICLE II

Subject to the terms, conditions and stipulations set forth in this Ordinance, a franchise is hereby granted wherein Grantee shall have the right to sell, distribute and transmit electric energy in, through and beyond Bossier Parish, Louisiana (within the limits thereof, as same may now or hereafter lawfully exist), including the right to erect, maintain, operate, repair, remove and replace poles, wires, conduits, transformers, communication facilities and cables and other related equipment and necessary or desirable appurtenances and to license or lease space on or within Grantee's poles, conduits and appurtenant facilities for the attachment of third party facilities required or authorized under applicable law in, over, under and through any Public Rights of Way.

ARTICLE III

This Ordinance and rights granted herein shall take effect and continue in full force and effect for a period of twenty-five (25) years, commencing July 1, 2018.

ARTICLE IV

All poles, wires, conduits and other equipment and appurtenances shall be erected and placed in accord with appropriate industry standards and specifications and in such places and in such manner as not to unreasonably interfere with public travel and other public uses of Public Rights of Way.

ARTICLE V

The Parish hereby grants to Grantee permission to cut, trim, treat and dispose of trees and other vegetation upon and overhanging Public Rights of Way in the vicinity of Grantee's electric facilities where such trees and other vegetation, in Grantee's reasonable opinion, constitute a hazard to Grantee's personnel or facilities or the provision of continuous electric service.

ARTICLE VI

Unless otherwise provided for herein, all notices or other communications required or permitted hereunder shall be made in writing and may be delivered by: (i) hand delivery; (ii) United States overnight registered or certified mail; (iii) overnight carrier service; or (iv) facsimile to the addresses set forth below. Notice by facsimile or hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day and, otherwise, shall be effective at the close of business on the next business day. Notice by overnight United States mail or courier shall be effective on the next business day after it was sent. Notice by United States registered or certified mail (other than overnight mail) shall be effective upon delivery or refusal to accept delivery. A party may change its address or any contact information upon written notice to the other party pursuant to the terms hereof.

If to Parish	:	Bossier Parish Police Jury P.O. Box 70 Benton, LA 71006
If to Grantee	:	Manager, External Affairs Southwestern Electric Power Company 428 Travis Street Shreveport, LA 71101
With Copy to	:	Senior Counsel American Electric Power Service Corporation 1201 Elm Street, Suite 800 (75270) P.O. Box 660164 Dallas, TX 75266

ARTICLE VII

The Parish and Grantee are entering into this franchise solely for their own benefit and nothing herein shall be considered to confer any rights, privilege or benefit on any person or entity other than the Parish and Grantee. No action may be commenced or presented against any party by any third party claiming as a third-party beneficiary of this franchise agreement. The franchise agreement shall not release or discharge any obligation or liability of any third party to either party.

ARTICLE VIII

The Parish agrees to maintain the confidentiality of any information provided by the Grantee on a confidential basis or marked as confidential, as required by the Federal Critical Infrastructure Information Act and subject to the rules, regulations and jurisdiction of the

Louisiana Public Service Commission. The Parish shall not be liable to Grantee for the release of any information the Parish is required by law to release.

ARTICLE IX

All the construction and other work, including reconstruction, maintenance, repair or removal of Grantee's system shall be subject to and in conformity with the ordinances, rules, laws and regulations now in force or that may hereafter be approved or adopted by the Parish, provided that such ordinances, rules, laws and regulations shall not be in conflict or inconsistent with the express terms and conditions of this franchise and shall not conflict with the laws of the State of Louisiana or the laws of the United States of America.

ARTICLE X

Grantee, in laying, constructing, adjusting and repairing its electric lines, shall not unreasonably interfere with any water lines, sewer lines, conduits, or other pipe lines or supply lines, or with any public or private drain in any street or alley, except with the consent and under the direction of the Bossier Parish Police Jury or duly authorized agent(s). This provision shall not apply when emergency conditions exist, with those conditions to include natural disasters, equipment failures or outages and similar circumstances.

ARTICLE XI

Grantee shall indemnify, save and hold harmless the Parish from any and all claims, demands or causes of action for injuries and damages to persons and property, occasioned by or arising out of the construction, renewing, maintenance, operation, removal, adjustment or repair of said Grantee's electrical system, or by virtue of Grantee conducting such business in Public Rights of Way. This duty to hold harmless and indemnify shall run in favor of the Parish, its officials, officers, agents and employees. It shall include the duty to investigate any claim, to defend any lawsuit including actions for injunctive relief and to reimburse the Parish, its officials, officers, agents and employees under the terms of this Article on indemnification for any sums of money that it or they are or might become legally obligated to pay to others. This indemnity does not extend to claims arising from the gross negligence or intentional conduct of the Parish, its officials, officers, agents and employees.

ARTICLE XII

Grantee, in the construction, reconstruction or adjustment of its system, shall not take up or excavate any pavement or street, alley or other public place at any time without first securing permission and approval from the Parish; and providing further that, in every case where possible, Grantee shall, in the construction, reconstruction or adjustment of its system, bore beneath paved streets, curbs and sidewalks instead of cutting them; and where any such cutting or excavation of streets, alleys or public ways shall be necessary, Grantee shall, at Grantee's own expense, repair and replace same according to standards and specifications of the Parish; and provided that, when practicable, lines shall be placed in alleys instead of streets and that, should Grantee fail or refuse, as required above, to properly restore and replace such pavements, sidewalks and excavations within a reasonable time after the completion of such work, then the same may be replaced and restored by the Parish at the expense of said Grantee, and including reasonable attorney's fees and court costs that the Parish may incur in securing a judgment for breach thereof.

The Grantee shall, on request of any person holding a moving permit issued by the Parish, subject to applicable regulatory requirements and system operating conditions, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid, in advance, by the person requesting same, and the Grantee shall be given reasonable advanced written notice to arrange for such temporary relocation.

ARTICLE XIII

Nothing herein contained shall ever be held or considered as conferring upon Grantee, or its successors and assigns, any exclusive rights or privileges of any nature whatsoever.

ARTICLE XIV

Grantee shall not at any time sell or assign its rights and privileges under this Ordinance to any other person, firm or corporation or surrender management control without the prior approval of the Parish, which approval shall not be unreasonably withheld, conditioned or delayed. Approval shall be deemed granted in the event Grantee provides written notice and the Parish fails to respond and provide written notice as provided in Article VII above. Further, the Grantee may, without consent of the Parish, assign, sell and transfer the franchise to its parent, affiliates, or subsidiaries of its parent. Grantee (or its assign) may, also without Parish's consent, assign, pledge, mortgage or transfer the rights and privileges under this franchise to any lender of Grantee (or such assign).

ARTICLE XV

The Parish may at any time declare a conditional forfeiture of this grant for a continuing violation by Grantee of any of the substantial terms hereof. In such event, the Parish shall give written notice, specifying all grounds on which forfeiture is claimed, by registered mail, addressed and delivered to Grantee, to the attention of its president. The Grantee shall have sixty (60) days after receipt of such notice within which to discontinue said alleged violation, or to file suit in a court of competent jurisdiction for adjudication or declaration of the rights of the parties with respect to the forfeiture of the franchise. No forfeitures shall be effective until and unless, (1) the Grantee shall have continued such violation or violations for more than sixty (60) days after receipt of such written notice from the Parish without filing suit; or (2) Grantee shall have continued such violation or violations for more than sixty (60) days (or such longer period as the court in its discretion shall allow) after the entry or affirmation in a court of last resort of a final judgment finding and establishing the existence of such violation or violations, and that such violation or violations are sufficiently substantial to warrant forfeiture, and decreeing forfeiture as a consequence thereof. The Grantee shall not in any event be deemed to be in default of performance of any provisions of this grant, nor shall any forfeiture be invoked for violation or violations for failure to perform any provision hereunder when due to shortages of materials, supplies and equipment beyond the control of the Grantee, or to fires, strikes, riots, storms, floods, wars or other casualties, or to governmental regulations, limitations or restrictions as to the use or availability of materials, supplies or equipment or as to the use of the service, or to unforeseen or unusual demands for service, or for any other cause not reasonably or practicably within the control of the Grantee.

ARTICLE XVI

Grantee shall provide, upon reasonable notice, on a project-by-project basis, such available maps, plats and/or drawings as the Parish may request which depict the location of all electric power lines, poles and other facilities used for the generation and distribution of electricity within the Public Rights of Way. As to any such maps, plats and drawings so provided, Grantee does not warrant the accuracy thereof and to the extent the locations of the facilities are shown, such facilities are shown in their approximate locations. Any such information with respect to the location of Grantee's facilities shall be used by the Parish solely for management of the Public Rights of Way. The Parish shall take all prudent steps required by applicable law to prevent disclosure, reproduction or dissemination of such maps, plats, drawings and/or any other information specifically marked as confidential to any unauthorized third party, without the prior express written consent of Grantee.

ARTICLE XVII

Grantee shall not in its service facilities, rules, regulations or in any other respect, make or grant preference or advantages to any user or potential user of its system, nor subject any person to any prejudice or disadvantage, subject to the applicable regulations of the Louisiana Public Service Commission.

BE IT FURTHER ORDAINED that all ordinances, resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed as of July 18, 2018.

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or

applications of this ordinance which can be given effect without the invalid provisions, items or applications and to this end, the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that the President of the Bossier Parish Police Jury he and she is hereby authorized to execute on behalf of the Bossier Parish this franchise agreement ordinance.

The above and foregoing Ordinance was read in full at open and legal session convened and was on motion of Mr. Avery, seconded by Mr. Darby, and adopted this 18th day of July, 2018.

AYES: Mr. Avery, Ms. Bennett, Mr. Cochran, Mr. Craig, Mr. Darby, Mr. Plummer, Mr. Rimmer, Mr. Salzer, Mr. Shewmake, Mr. Skaggs

NAYS: None

ABSTAIN: None

ABSENT: Mr. Benton, Mr. Brotherton

THUS DONE AND SIGNED, before me, Notary Public and the undersigned competent witnesses on this ____ day of _____, 2018, in Bossier Parish, Louisiana.

WITNESSES:

BOSSIER PARISH, LOUISIANA

Print Name: _____

BOSSIER PARISH POLICE JURY
PRESIDENT

Print Name: _____

NOTARY PUBLIC

THUS DONE AND SIGNED, before me, Notary Public and the undersigned competent witnesses on this ____ day of _____, 2018, in City of Shreveport, Caddo Parish, Louisiana.

WITNESSES

ACCEPTED ON BEHALF OF
SOUTHWESTERN ELECTRIC
POWER COMPANY

Print Name: _____

Print Name: _____

VENITA MCELLON-ALLEN,
PRESIDENT

NOTARY PUBLIC