

STATE OF LOUISIANA PARISH OF ST. TAMMANY
MALISE PRIETO CLERK OF COURT
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DEPUTY CLERK

ORDINANCE #109
May 13, 2009

AN ORDINANCE SETTING THE FRANCHISE FEE TO BE PAID BY THOSE ENTITIES PROVIDING CABLE OR VIDEO SERVICE WITHIN THE TOWN'S MUNICIPAL LIMITS UNDER A STATE-GRANTED FRANCHISE AUTHORITY AND OTHERWISE PROVIDING WITH RESPECT THERETO.

WHEREAS, pursuant to the provisions of the Consumer Choice for Television Act of 2008, codified at LSA-RS. 45:1361 et seq, any person or entity desiring to provide cable or video services within the Town of Madisonville may do so by obtaining a state-issued certificate of franchise authority;

WHEREAS, pursuant to the provisions of LSA-R.S. 45:1366, the holder of a state-issued certificate of franchise authority for cable or video service is required to pay a franchise fee to a municipality in which it operates upon the passage of an ordinance by municipality setting such a fee; and

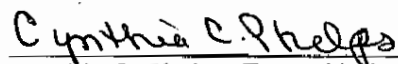
WHEREAS, there are persons or entities which operate or desire to operate cable or video services within the Town's municipal limits.

BE IT THEREFORE ordained by the Town Council of the Town of Madisonville, State of Louisiana that all persons or entities providing cable or video services to the citizens of the Town of Madisonville pursuant to a state-issued certificate of franchise authority as provided in LSA-R.S. 45:1361 et seq shall, pursuant to the provisions of LSA-R.S. 45:1366, pay the Town of Madisonville a franchise fee equal to 5% of the cable or video service provider's gross revenues, as that term is defined by the "Consumer Choice for Television Act of 2008," derived from operations within the Town's municipal limits.

BE IF FURTHER RESOLVED, that all ordinances and resolutions in conflict herewith are hereby repealed, except those approving any cable or video franchise agreement in force and effect between the Town and any cable or video service provider.

I certify the above ordinance was adopted by the Town Council of the Town of Madisonville at its regular meeting held on Wednesday, May 13, 2009 at 7:30 p.m. on motion by Councilman Badeaux, seconded by Councilman Bouey with the vote thereon as follows:

YEAS:	Badeaux, Bouey, Bounds, Lange, Ostendorf
NAYS:	None
ABSENT:	None
ABSTAIN:	None


Cynthia C. Phelps, Town Clerk


Peter L. Gitz, Mayor

November 10, 1999

AN ORDINANCE GRANTING A FRANCHISE TO CHARTER COMMUNICATIONS, LLC ("CHARTER"), ITS SUCCESSORS AND ASSIGNS, TO BUILD, CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE TOWN OF MADISONVILLE, LOUISIANA AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANTING OF THIS FRANCHISE:

BE IT ORDAINED by the Mayor and Council of the Town of Madisonville, Louisiana, that:

Section I: PREAMBLE

This Ordinance was passed after a full, open, and public hearing upon prior notice and opportunity of all interested parties to be heard and upon careful consideration of Grantee's qualifications, including its legal, character, financial and technical qualifications and the adequacy and feasibility of its construction arrangements.

Section II: DEFINITIONS

For the purpose of this Ordinance, and when not inconsistent with the context, words used herein in the present tense include the future; words in plural include the singular, and vice versa. The captions supplied herein for each section are for convenience only. Said captions have no force of law, are not part of this section, and are not to be used in construing the language of the section. The following terms and phrases, as used herein, shall be given the meaning set forth below:

- (a) "Town" is the Town of Madisonville, a municipal corporation under the laws of the State of Louisiana.
- (b) "Grantee" is Charter Communications, LLC organized and existing under the laws qualified to do business in Louisiana, and it is the grantee of rights under this franchise.
- (c) "Town Board of Alderman" is the Town Board of Alderman of the Town of Madisonville, or its designated representative.
- (d) "Federal Communications Commission" or "FCC" is the present Federal agency of that name as constituted by the Communications Act of 1934, or any successor agency created by the United States Congress.
- (e) "Person" is any individual, firm partnership, association, corporation, company or organization of any kind.
- (f) "Gross subscriber revenues" shall include any and all compensation for service in connection with the carriage of all signals derived by Grantee from its operation of a CATV system within the Town. Gross subscriber revenues shall not include

revenues derived from taxes, fees, permits, or payments from subscribers used to cover cost of construction required to reach an individual subscriber with cable service. Nor shall gross subscriber revenues include revenues collected within the Town but derived from operations or from subscribers residing outside the Town.

SECTION III. GRANT OF AUTHORITY

There is hereby granted by the Town of Grantee the right and privilege to construct, erect, operate and maintain in, upon, along, across, above, over or under the streets, alleys, easements, public ways and public places now laid out or dedicated and all extensions thereof and additions thereto in the Town, all poles, wires, cables, underground conduits, manholes and other conductors and fixtures necessary for the maintenance and operation in the Town of a cable television system for the transmission of television signals and all other signals permitted by the FCC, either separately or upon or in conjunction with any public utility maintaining the same in the Town with all of the necessary and desirable appliances and appurtenances pertaining thereto. Without limiting the generality of the foregoing, this franchise and grant shall and does hereby include the right in, over, under and upon the streets, sidewalks, alleys, easements, and public grounds and places in the Town to install, erect, operate, or in any way acquire the use of, as by leasing or licensing, all lines and equipment necessary to a cable television system and the right to make connections to subscribers and the right to repair, replace, enlarge, and extend said lines, equipment, and connections.

The rights herein granted for the purposes herein set forth shall not be exclusive, and the Town reserves the right to grant a similar use of said streets, alleys, easements, public ways and places to any person at any time during the period of this franchise.

SECTION IV POLICE POWER

Grantee shall at all times during the term of this franchise be subject to all lawful exercise of the police power of the Town. The right is hereby reserved to the Town to adopt, in addition to the provisions herein contained and any other existing applicable ordinances, such additional applicable ordinances as it shall find necessary in the exercise of its police power; provides that such additional ordinances shall be reasonable, shall not conflict with or alter in any manner the rights granted herein, and shall not conflict with the laws of the State of Louisiana, the laws of the United States of America, or the rules, regulations, and policies of the FCC.

SECTION V INDEMNIFICATION

The grantee shall indemnify and hold the Town harmless at all times during the term of this grant from and against all claims for injury or damages to persons or property both real and personal caused by the Grantee in its construction, erection, operation or maintenance of any structures, equipment, appliance or produces authorized or used pursuant to authority of this ordinance.

The Grantee shall, at all time during the existence of this permit or franchise, carry and require their contractors to carry:

(a) Insurance in such form as shall be approved by the Town Attorney of the Town of Madisonville to protect the Town and themselves from and against any and all claims or injury or damages to persons or property, both real and personal, caused by the construction, erection, operation, or maintenance of any structure, equipment, appliance and the amount of such insurance against liability due to damage to property shall not be less than Five Hundred Thousand Dollars (\$500,000.00) as to any one person, and Five Hundred Thousand Dollars (\$500,000.00) as to any one accident and against liability due to injury or death of persons Five Hundred Thousand Dollars (\$500,000.00) as to any one person and One Million (\$1,000,000.00) as to any one accident.

(b) Workmen's compensation insurance in compliance with the laws of the State of Louisiana.

(c) Automobile insurance with limits of not less than \$500/1,000,000.00 and automobile property damage insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000.00) to cover all automotive equipment.

The Grantee, upon receipt of due notice in writing from the Town, shall defend at its own expense any action or proceedings against the Town of Madisonville in which it is claimed that the injury or damage arose from the Grantee's activities in the construction or operation of its cable television system; and in the event of a determination of liability, shall indemnify the Town. More particularly, the Grantee, its successors and assigns, do hereby agree to indemnify and hold harmless the Town of Madisonville from any and all liability, claim, demand or judgment growing out of any injury to any person or property as a result of the violation or failure on the part of the Grantee, its successors and assigns, to observe their property duty or because of negligence in whole or in part arising out of the construction, repair, extension, maintenance or operation of their distribution, lines, amplifiers or equipment of any kind or character used in connection with this permit or franchise.

SECTION VI SERVICE STANDARDS

The Town, through good faith negotiations with the Grantee, may establish a set of operating services standards by separate ordinance. Standards will be established in agreement with established FCC rules and guide lines and shall be amended from time to time as required by changes in Federal Law and as may be required by changes in available technology.

SECTION VII CONSTRUCTION AND MAINTENANCE

(a) All structures, lines and equipment erected by Grantee within the Town shall be so located as to cause minimum interference with the proper use of streets, alleys, easements and other public ways and places and to cause minimum interference with the rights or reasonable convenience of property owners, and grantee shall comply with all reasonable, proper and lawful ordinances of the Town now or hereafter in force. Poles, posts, conduits and other such structures of any electric power system, telephone company, or other public utility located in the Town shall be made available to grantee for leasing or licensing upon reasonable terms and rates and shall be used to the

extent practicable in order to minimize interference with travel and avoid unnecessary duplication of facilities. The Town shall assist Grantee in obtaining reasonable joint pole or conduit use agreements from the owners of existing poles or conduits. To the extent that existing poles, posts, conduits and other such structures are not available, or are not available under reasonable terms and conditions. Grantee shall have the right, after securing applicable permits from the Town Engineer, to use the Town owned right of way and shall be required to put cable or other such equipment at least a minimum of twelve (12) inches underground.

(b) In case of any disturbances by Grantees of pavement, sidewalk, driveway or other surfacing, Grantee shall, at its own cost and expense and in a manner approved by the Town, replace and restore all paving, sidewalk, driveway or surface so disturbed in as reasonably good condition as before said work was commenced. Such restoration shall be completed within 48 hours and if not completed within that period, the Town may give 24 hours' notice of its intent to complete the restoration; and if the Town is required to complete the restoration, the Grantee shall pay to the Town the costs of said restoration, including reasonable value of use of equipment required and reasonable value of manpower the Town allocates to complete the restoration.

(c) In the event that at any time during the period of this franchise, the Town shall lawfully elect to alter or change any street, alley, easement or other public way requiring the relocation of grantee's facilities, then in such event Grantee, upon reasonable notice by the Town, shall remove, relay and relocate the same at its own expense; provided, however, that where reimbursement from public funds are available for such relocation pursuant to law, Grantee shall not be required to pay the cost.

(d) Grantee shall, on the request of any person holding a building moving permit issued by the town, temporarily raise or lower its lines to permit the moving of the building. The expense of such temporary removal shall be paid by the person requesting the same, and Grantee shall have the authority to require such payment in advance.

(e) Grantee, upon securing approval from the Town Board of Alderman and the Mayor's Office and after notifying property owners, shall have the authority to trim trees overhanging streets, alleys, easements, sidewalks and public places of the Town so as to prevent the branches of such trees from coming into contact with the Grantee's facilities.

(f) All poles, lines structures and other facilities of Grantee, in, on, over and under the streets, sidewalks, alleys, easements and public grounds or places of the town shall be kept by grantee at all times in a safe and substantial condition.

(g) Grantee shall be required to provide service to any residential area of the Town that develops to a density of twenty-four (24) homes for each mile of extended cable line required to bring the cable network within two hundred and fifty (250) feet of each subscribing location. Should any construction be necessary for Grantee to provide cable television services authorized by this franchise, construction shall be accomplished within one (1) year after the effective date of this Ordinance.

SECTION VIII FCC RULES APPLICABLE

This franchise is governed by and subject to all applicable rules, regulations and policies of the Federal Communications Commission.

SECTION IX FRANCHISE TERM

This franchise shall take effect and be in full force from and after acceptance by Grantee as provided in Section 17, and the same shall continue in full force and effect for a term of fifteen (15) years.

SECTION X RENEWAL PROCEDURE

Any rights, permits, privileges or franchise granted herein shall be for the initial term of fifteen (15) years. No renewal of this franchise shall be effective except pursuant to the public proceedings affording due process. However, after due process, it is specifically agreed that should Grantee have performed in accordance with the terms of this agreement, then it shall have the option to renew said franchise for a period of ten (10) years for the consideration stated herein and subject to such reasonable changes as may then be negotiated by the parties, which renewal shall not be unreasonably withheld by the Town.

SECTION XI FORFEITURE

If Grantee should violate any of the material terms, conditions or provisions of this franchise or if Grantee should fail to comply with any reasonable provisions of any ordinance of the Town regulating the use by Grantee of the streets, alleys, easements or public ways of the Town, and should Grantee further continue to violate or fail to comply with the same for a period of thirty (30) days, or such longer reasonable period as may be determined by the Town, after Grantee shall have been notified in writing by the Town to cease and desist from any such violation or failure to comply so specified, then Grantee may be deemed to have forfeited and annulled and shall thereby forfeit and annul all the rights and privileges granted by this franchise; provided that such forfeiture shall be declared only by written decision of the Town Board of Alderman after an appropriate public hearing before the Town Board of Alderman affording Grantee due process and opportunity to be heard and to respond to any such notice of violation or failure to comply; and provided further that the Town Board of Alderman may, in its discretion and upon finding of violation or failure to comply, impose a lesser penalty than forfeiture of this franchise or excuse the violation or failure to comply upon a showing by Grantee of mitigating circumstances; and, also provided, further, that no violation or failure to comply shall result in forfeiture or penalty if such violation or failure is caused by circumstances deemed by the Town Board of Alderman to be reasonably beyond the control of the Grantee. Grantee shall have the right to appeal any finding of violation or failure to comply and any resultant penalty to any court of competent jurisdiction. In the event that forfeiture is imposed upon Grantee, it shall be afforded a period of six (6) months within which to sell, transfer, or convey this cable television system to a qualified purchaser at fair market value. During this six month period,

which shall run from the effective date of the final order or decision imposing forfeiture, including appeal, Grantee shall have the right to operate this cable television system pursuant to the provisions of this franchise.

SECTION XII SURRENDER RIGHT

Grantee may surrender this franchise at any time upon filing with the Clerk of the Board of Alderman a written notice of its intention to do so at least six (6) months before the surrender date. On the surrender date specified in the notice, all of the rights and privileges and all of the obligations, duties and facilities of Grantee in connection with this franchise shall terminate.

SECTION XIII TRANSFERS

All of the rights and privileges and all of the obligations, duties and liabilities created by this franchise shall pass to and be binding upon the successors of the Town. This franchise shall not be assigned or transferred without the prior written approval of the Town Board of Alderman, which approval shall not be unreasonably withheld.

SECTION XIV FRANCHISE FEE

In consideration of the terms of this franchise, Grantee agrees to pay the Town a franchise fee equal to five percent (5) of Grantee's total revenues derived from the operation of the franchise within the Town of Madisonville. Such sum shall be payable semi-annually on or before July 15th for the period January 1 through June 30, and January 15th for the period July 1 through December 31, each year.

SECTION XV RECEIVER SALES PROHIBITED

As a condition of this franchise, Grantee agrees that it shall not engage in the business of sales or repair of television receivers owned by its subscribers; nor shall it be responsible for the operating condition of said receivers; provided, however, that this paragraph shall not apply to converters, decoders, home interactive terminals and other such devices as may be used in furnishing any programming or service via Grantee's cable television system.

SECTION XVI

Grantee shall maintain an office in the Mandeville area, with a local telephone number to receive subscriber complaints during normal business hours. Grantee shall resolve all complaints within 72 hours, unless unavailability of parts renders this impossible, or repairs are delayed for reasons beyond its control. Grantee shall provide notice of its procedures for reporting and resolving complaints to each subscriber at the time of initial subscription to the cable system

Grantee shall use best efforts to notify subscribers of their right to subscribe to the basic cable plan only.

SECTION XVII ACCEPTANCE

This Franchise Agreement shall become a valid and binding contract between the Town and Grantee within seven (7) days after adoption by the Town Board of Alderman. This franchise shall be void unless Grantee shall, within seven (7) days, thereafter, file with the Clerk of the Board of Alderman a written acceptance of this Ordinance and the Franchise Agreement herein granted, agreeing that it will comply with all the provisions and conditions hereof and that it will refrain from doing all of the things prohibited by this Ordinance.

SECTION XVIII SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Federal or State court or administrative or governmental agency of competent jurisdiction, specifically including the Federal Communications Commission, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION XIX EFFECTIVE DATE

This Ordinance shall become effective upon acceptance by Grantee as provided in Section 17. The effective date shall be the date upon which the written acceptance provided for in Section 17 is received by the Clerk of the Board of Alderman.

I certify the above ordinance was adopted by the Town Council of the Town of Madisonville at its regular meeting held on Wednesday, November 10, 1999, at 7:30 p.m. on motion by Mr. Jean Pelloat and seconded by Mr. Jerry Lange with the vote thereon as follows:

YEAS: Mr. Pelloat, Mr. Lange, Mr. Ostendorf, Mr. Tyrney, Ms. Fruge
NAYS: None
ABSENT: None

Cynthia Phelps, Town Clerk

Peter L. Gitz, Mayor

Accepted by Charter Communications, L.L.C. on this _____ day of November 1999 by:

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 MADISONVILLE, 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 amounts receivable by said Company from the sale and delivery of electric energy at retail for residential and commercial purposes based on residential and commercial net rates billed for service 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 MADISONVILLE, 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.

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 the Company's negligence, or the Company's 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 amounts receivable by the Company from the sale and delivery of electric energy at

retail for residential and commercial purposes based on residential and commercial net rates approved by the Louisiana Public Service Commission billed for service within the limits of said Municipality. It is understood and agreed that no payment shall be due to the Municipality by the Company on amounts receivable 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 the amount payable under this Section 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) days after the end of each quarter, that is, on or before April 30, July 30, October 30, and January 30 of each year, and on the payment date the Company shall furnish to the Municipality a statement showing the total of such amounts

receivable by the Company for the preceding quarterly period to which payment of four percent (4%) is applicable. The payments herein provided to be made by the Company to the Municipality will be reduced in an amount equal to the sum of any new or increased taxes of any nature whatsoever levied by the Municipality and payable by the Company, subsequent to the date of this ordinance (except uniform ad valorem taxes, that is, any uniform taxes based on property values).

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

SECTION 7. That all of the franchise rights and obligations created hereunder shall be applicable to electric service by the Company within the corporate limits of the Municipality as same may now or hereafter lawfully exist. The Municipality shall provide to the Company in writing a legal description of said corporate limits as of the effective date of this franchise and shall immediately provide to the Company in writing all changes therein. All obligations of the Company under Section 6 of this franchise shall be based upon the last designation of the corporate limits made by the Municipality to the Company pursuant to this Section.

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.

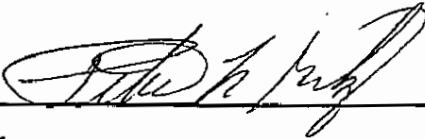
The foregoing was then read and considered, section by section, and as a whole, and thereupon, on motion of L. P. Ostendorf, seconded by David Stein, the ordinance was adopted, section by section, and as a whole, by the following vote:

YEAS: Mr. Ostendorf, Mr. Stein, Mr. Pelloat, Mr. Lange, Mr. Tyrney

NAYS: None

ABSENT: None

The foregoing ordinance was thereupon declared adopted by the Mayor and was approved and signed by him on the 12th day of July, 19 89, and ordered published.



Mayor

ATTEST:

Cynthia C. Phelps
Clerk

Accepted:

October 23, 19 89

CENTRAL LOUISIANA ELECTRIC COMPANY, INC.

By: 

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

I, Cynthia C. Phelps, Clerk of Madisonville, Louisiana, and custodian of its official records, do hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 28, adopted by the governing body of Madisonville on the 12th day of July, 1989, 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 27th. day of July, 1989

Cynthia C. Phelps
Clerk

(Seal)

MADISONVILLE ELECTRIC SERVICE AGREEMENT

This agreement made, in duplicate, this 12th day of July, 1989, by and between CENTRAL LOUISIANA ELECTRIC COMPANY, INC., a Louisiana corporation, hereinafter called the "Company," and the MUNICIPALITY OF MADISONVILLE, 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. 28. 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. 28.

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 the effective date of the aforementioned electric rate schedules; provided, however, that until the month of September, 1990 the rates for electric service under the previous agreements between the Municipality and the Company will continue to prevail, at which time the rates herein specified will commence.

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.

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 nor 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.

Janice L. Hamilton
Nancy B. Duncan

By:

[Signature]
Vice President

MUNICIPALITY OF MADISONVILLE

Duncan G. Boyd
Colleen Collier

By:

[Signature]
Mayor

ATTEST:

Cynthia C. Preps
Clerk

(Seal)

The following resolution was offered for adoption by _____
L. P. Ostendorf and seconded by David Stein _____.

RESOLUTION

BE IT RESOLVED that the Municipality of Madisonville, Louisiana, enter into an agreement with Central Louisiana Electric Company, Inc., to provide street lighting for the Municipality under the terms and conditions set forth in that proposed agreement styled _____ STREET LIGHTING AGREEMENT and filed herewith and made a part of these proceedings and that the Mayor be authorized and empowered to execute same on behalf of the Municipality.

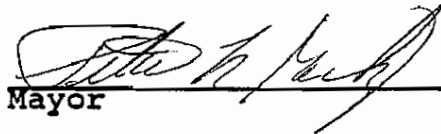
This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Mr. Ostendorf, Mr. Stein, Mr. Pelloat, Mr. Lange, Mr. Tyrney

NAYS: None

ABSENT: None

And this resolution was declared adopted on this the 12th day of July, 1989.



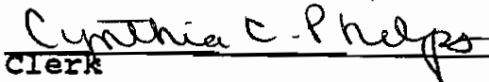
Mayor

STATE OF LOUISIANA

PARISH OF St. Tammany

I, Cynthia C. Phelps, Clerk of the Municipality of Madisonville, Louisiana, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by its governing body on the 12th day of July, 1989.

IN WITNESS WHEREOF, I hereto affix my official signature and the seal of Madisonville on this 27th day of July, 1989.



Clerk

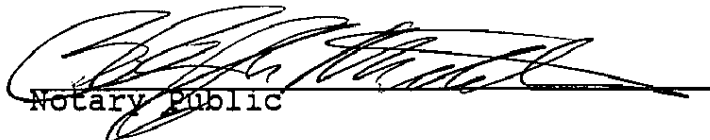
(Seal)

CORPORATION ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

ON THIS 27th day of July, 1989, before me appeared Peter L. Gitz, to me personally known, who being by me duly sworn, did say that he is the Mayor of MADISONVILLE, 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.

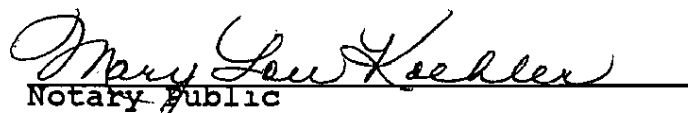

Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF Rapides

ON THIS 23 day of October, 1989, before me appeared EDWARD L. BARROW, 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.


Notary Public

MADISONVILLE STREET LIGHTING AGREEMENT

This agreement made, in duplicate, this 12th day of July, 1989, by and between CENTRAL LOUISIANA ELECTRIC COMPANY, INC., a Louisiana Corporation, hereinafter called the "Company," and the MUNICIPALITY OF MADISONVILLE, 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. 28. 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. 28.

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:

91 175 Watt Mercury Vapor Fixtures

Billing for such lights will be made in accordance with applicable 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 the effective date of the aforementioned rate schedules; provided, however, that until the month of September 1990 the rates for street lights under the previous agreements between the Municipality and the Company will continue to prevail, at which time the rates herein specified will commence.

New units, in addition to the 91 initial units, will be installed by the Company upon authorization of the Municipality. Billing for these additional units will be according to the applicable rate schedules as they presently exist, as approved by the Louisiana Public Service Commission, and in accordance with such rate schedules as subsequently amended or superseded by the Louisiana Public Service Commission or any other regulatory authority having jurisdiction.

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 nor 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.

Janie Hemillion
Nancy B. Durcan

By:

Edward B. ...
Vice President

MUNICIPALITY OF MADISONVILLE

Duncan G. Boye
Colleen Collier

By:

...
Mayor

ATTEST:

Cynthia C. Phelps
Clerk

(Seal)

The following resolution was offered for adoption by _____

L. P. Ostendorf and seconded by David Stein.

RESOLUTION

BE IT RESOLVED that the Municipality of Madisonville, Louisiana, enter into an agreement with Central Louisiana Electric Company, Inc., to provide street lighting for the Municipality under the terms and conditions set forth in that proposed agreement styled STREET LIGHTING AGREEMENT and filed herewith and made a part of these proceedings and that the Mayor be authorized and empowered to execute same on behalf of the Municipality.

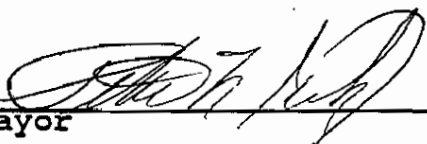
This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Mr. Ostendorf, Mr. Stein, Mr. Pelloat, Mr. Lange, Mr. Tyrney

NAYS: None

ABSENT: None

And this resolution was declared adopted on this the 12th day of July, 1989.



Mayor

STATE OF LOUISIANA

PARISH OF St. Tammany

I, Cynthia C. Phelps, Clerk of the Municipality of Madisonville, Louisiana, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by its governing body on the 12th day of July, 1989.

IN WITNESS WHEREOF, I hereto affix my official signature and the seal of Madisonville on this 27th day of July, 1989.

Cynthia C. Phelps
Clerk

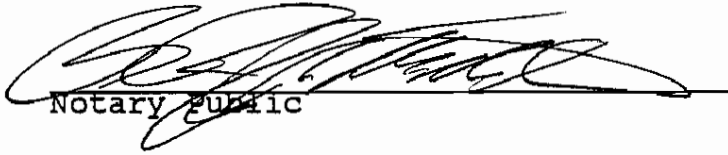
(Seal)

CORPORATION ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

ON THIS 27th day of July, 1989, before me appeared Peter L. Gitz, to me personally known, who being by me duly sworn, did say that he is the Mayor of MADISONVILLE, 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.

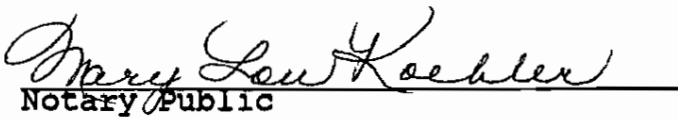

Notary Public

CORPORATION ACKNOWLEDGMENT


STATE OF LOUISIANA

PARISH OF Rapides

ON THIS 23 day of October, 1989, before me appeared EDWARD L. BARROW, 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.


Notary Public


The foregoing ordinance was thereupon declared adopted by the Mayor and was approved and signed by him on the 7 day of September, 1965, and ordered published.



Mayor

Town of Madisonville, La.

Attest:

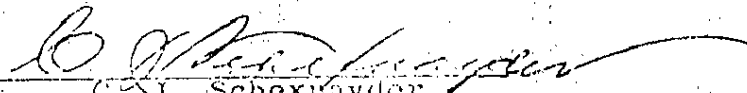


Secretary

Accepted:

September 16, 1965

CENTRAL LOUISIANA ELECTRIC COMPANY, INC.

By: 

C. J. Schexnayder,
Vice President

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

I, _____, Secretary of the Town
of Madisonville, Louisiana, and custodian of its official
records, do hereby certify that the above and foregoing is a true and
correct copy of Ordinance No. 71, adopted by the Mayor and
Aldermen of the Town of Madisonville,
on the 7 day of September, 1965, which Ordinance
grants to Central Louisiana Electric Company, Inc., a franchise
for the operation of electric transmission and distribution systems
in said municipality.

IN WITNESS WHEREOF, I HERETO AFFIX MY OFFICIAL SIGNATURE AND
the seal of the municipality on this 7 day of Sept,
1965.


Secretary
Town of Madisonville, Louisiana

ORDINANCE NO. 12

AN ORDINANCE GRANTING LAFOURCHE COMMUNICATIONS, INC. THE RIGHT AND PRIVILEGE TO CONSTRUCT, ERECT, MAINTAIN, AND OPERATE TOWERS, POLES, WIRES, ANCHORS, CABLES, MANHOLES, CONDUITS AND OTHER ELECTRONIC EQUIPMENT ALONG, ACROSS, ON, OVER, THROUGH AND ABOVE AND UNDER THE PUBLIC STREETS, AVENUES, ALLEYS, ROADS AND HIGHWAYS, AND OTHER PUBLIC PLACES OF AND WITHIN THE CITY OF MADISONVILLE, LOUISIANA, FOR THE PURPOSE OF OPERATING A COMMUNITY TELEVISION ANTENNA SERVICE IN THE ABOVE CITY.

BE IT ORDAINED by the Mayor and Council of the Town of Madisonville, Louisiana, that:

SECTION I:

LAFORCHE COMMUNICATIONS, INC. hereinafter referred to as "Grantee", is hereby granted the nonexclusive right and privilege (to the extent the exercise thereof does not infringe on or interfere with the exercise of rights heretofore granted) to construct, operate and maintain towers, poles, wires, anchors, cables, manholes, conduits and other television conductors and fixtures necessary to the maintenance and operation of a Community Television Antenna System along, across, over, through, above and under the public streets, avenues, alleys, servitudes, rights-of-way, roads and highways and other public places within the corporate limits as defined on the official map of the City of Madisonville, Louisiana, hereinafter referred to as the "City".

SECTION II:

The poles normally used for said cables and lines shall be those erected and maintained by Bell South and Central Louisiana Electric Company, Inc. or any other public utility operating in the City, when and where practical, provided satisfactory rental agreements can be entered into with the said utility companies.

SECTION III:

Any and all streets, sidewalks or other public ways that may be disturbed and/or damaged in the construction of said lines shall be immediately repaired by the Grantee at its expense and to the satisfaction of the Council of the City.

SECTION IV:

The Grantee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee. All trimming shall be done under the supervision and direction of the City and at the expense of Grantee.

SECTION V:

All coaxial cables erected shall meet minimum standards of any existing building code or such other standards as shall from time to time be fixed by the appropriate City authorities.

SECTION VI:

The Grantee shall be subject to all Ordinances presently in force or that may hereinafter be passed, relative to the use of highways, streets, alleys, bridges or other public ways of the City.

SECTION VII:

The Grantee shall hold the City safe and harmless from all damages or claims for damages which may arise by reason of negligence in the construction, maintenance or other operation of said coaxial cables and any and all legal actions resulting from copyright infringement suits.

SECTION VIII:

Any rights, permits, privileges or franchise granted herein shall be for the initial term of fifteen (15) years. No renewal of this franchise shall be effective except pursuant to the public proceedings affording due process. However, after due process, it is specifically agreed that should Grantee have performed in accordance with the terms of this agreement, then it shall have the option to renew said franchise for a period of ten years for the consideration stated herein and subject to such reasonable changes as may then be negotiated by the parties, which renewal shall not be unreasonably withheld by the City.

SECTION IX:

Installation fees and initial service rates are as follows:

Basic service installation above ground	\$12.50
Basic service installation underground	25.00
Extra outlet installation	7.50
Premium channel installation	10.00
FM installation	7.50
Wall fish	10.00
Transfer fee for service already installed	10.00
Monthly basic service	8.95
Monthly extra outlet	2.50
Monthly premium channels	9.95
Monthly FM	2.50

Thereafter any subsequent increase in rates charged by the Grantee for service to its subscribers shall be reasonable, compensatory and nondiscriminatory.

Basic service currently consists of the following channels:

Channel 3	WNOL - New Orleans
Channel 4	WWL - New Orleans
Channel 6	WDSU - New Orleans
Channel 7	WTBS - 17 - Atlanta
Channel 8	WVUE - New Orleans
Channel 9	WGN - Chicago
Channel 10	WGNO - 26 - New Orleans
Channel 11	Nickelodeon
Channel 12	WYES - New Orleans
Channel 13	CBN

Channel 8E	USA Network
Channel 9E	MTV
Channel 10E	ESPN Sports
Channel 13E	Cable News Network

Current premium channels are:

Channel 2	The Movie Channel
Channel 5	HBO

The listing of current basic channels and current premium channels is illustrative only and shall not be construed to bind Grantee to continue to offer the same alignment of channels or any specific channel during the life of this franchise.

Grantee binds and obligates itself to structure its rate schedule in such a fashion that no resident of the Town of Madisonville shall pay a fee higher than that charged by Grantee under the provisions of any franchise held by Grantee in the incorporated and unincorporated areas of St. Tammany Parish.

SECTION X:

The Grantee will furnish all schools, hospitals and orphanages with one Basic Service outlet free of any costs to said schools, hospitals and orphanages, provided such institutions are located within a reasonable distance from the cables and lines of the Grantee.

SECTION XI:

Excepting those revenues derived from Pay-TV services, the Grantee proposes and offers to pay the City three percent (3%) of its gross Basic Service subscriber revenues to be paid semi-annually on or before the fifteenth (15) day of January and the fifteenth (15) day of July each and every year from and after the effective date of this Ordinance.

SECTION XII:

The Grantee will maintain Workers' Compensation Insurance and Public Liability Insurance indemnifying itself and its subcontractors, officers and agents against any claims for personal injuries or accidental death which may arise from any operations under this franchise, whether such operations be by Grantee, Grantee's subcontractor or any person directly or indirectly employed by either. The minimum amount of the insurance provided for in this section shall be ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS for any one person and THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS for any accident. The aforesaid insurance shall be maintained by Grantee so long as Grantee shall operate the said system under the provisions of this Ordinance.

SECTION XIII:

The Grantee shall procure and pay for all occupational licenses and permits required by the City of Madisonville and/or the State of Louisiana, and shall pay all ad valorem and other taxes or charges levied on the system and facilities, and nothing herein shall be construed to exempt the Grantee from any such payment or charges.

SECTION XIV:

Grantee shall operate and maintain its Community Antenna Television System in accordance with the laws of the State of Louisiana, of the Congress of the United States, and the regulations of the Federal Communications Commission which may now exist or hereafter be applicable hereto. Nothing herein contained shall be construed to grant Grantee any right or privilege lawfully within the jurisdiction of any other regulatory body or agency and Grantee shall secure and hold all necessary licenses, permits and authorizations as may be required in order to construct and operate a Community Antenna Television System. All rights granted and all obligations undertaken herein shall be subject to the laws of the State of Louisiana, of the Congress of the United States and the regulations of the Federal Communications Commission which may now exist or hereafter be applicable hereto.

SECTION XV:

If any section, sentence, clause or phrase of this Ordinance is held illegal, invalid or unconstitutional for any reason, such invalidity shall not affect the validity of the remaining portions of this Ordinance.

SECTION XVI:

The City has reviewed Grantee's legal, character, financial, technical, and other proposals and qualifications, as well as the adequacy and feasibility of its proposal for construction of the system, and has done so as a part of public proceeding affording due process.

SECTION XVII:

At all times, Grantee binds itself to use all diligent effort in completing the construction of the system at the earliest opportunity. Grantee shall complete construction of the entire system within one (1) year after receiving Federal Communications Commission certification, United States Coast Guard and Corps of Engineer approval to cross the Tchefuncte River and pole rental agreements from utility companies, whichever occurs last. Grantee obligates itself to begin application procedures for all necessary permits within forty-five (45) days of the effective date of this franchise and to proceed with all due diligence to obtain said permits. Grantee binds and obligates itself to extend energized trunk cable to the remainder of the City at a rate of three cable miles per month. Should Grantee be unsuccessful in obtaining all necessary permits within one (1) year of the effective date of this franchise, it shall be obligated to show cause at a public hearing, after due notice, why this franchise should not be revoked.

At all times, it is understood that Grantee's obligation to deliver Cable Television Service shall extend to only those areas of the Town of Madisonville where there are at least thirty (30) homes along each mile of cable plant required to serve such residences. It is understood that the term "completion of construction" shall mean delivery of available service in accordance with the homes per mile formula set forth herein within the time period stated. Grantee stipulates that the area outlined in red on the attached official zoning map for the Town of Madisonville prepared by Professional Engineering Consultants

Corporation satisfies the density requirements established herein and Grantee binds and obligates itself to extend cable television service to all of said areas.

SECTION XVIII:

Grantee shall maintain an office in the Mandeville area, with a local telephone number to receive subscriber complaints during normal business hours. Grantee shall resolve all complaints within 72 hours, unless unavailability of parts renders this impossible, or repairs are delayed for reasons beyond its control. Grantee shall provide notice of its procedures for reporting and resolving complaints to each subscriber at the time of initial subscription to the cable system.

SECTION XIX:

The Grantee shall not sell or transfer this franchise to another, except to a company controlled by, controlling or under common control with Grantee, without written approval of the City, provided that such approval shall not be unreasonably withheld if the vendee, assignee, or lessee has filed with the appropriate official of the City an instrument duly executed, reciting the fact of such sale, assignment or lease, accepting the terms of this franchise and agreeing to perform all conditions thereof.

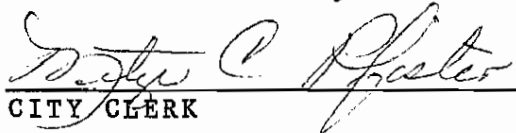
SECTION XX:

Any modifications of the provisions of the Federal Communications Commission's rules dealing with franchise standards shall be incorporated into the instant Ordinance within one (1) year of adoption of the modification, or at the time of franchise renewal, whichever occurs first.

Introduced on motion of Mr. Tyrney and seconded by Mr. Ostendorf and adopted by vote as follows:

Yeas, Mr. Ostendorf, Mr. Pelloat, Mrs. Pelloat, Mr. Baham and Mr. Tyrney, Nays, 0, Absents 0, this 9th day of January, 1985.


MADISONVILLE CITY MAYOR


CITY CLERK

CHAPTER 5

FRANCHISES

An ordinance granting franchise to CENTRAL LOUISIANA ELECTRIC COMPANY, INC. (a Louisiana corporation), its successors and assigns, for a period of 25 years, for the construction, maintenance and operation of electric utilities and/or transmission and distribution systems in, through and across the Town of Madisonville, Louisiana, and for the use of the streets, alleys and public places of said municipality, in connection therewith, for the transmission, distribution and sale of electric energy, fixing the terms, conditions and limitations thereof and providing for the payment by Central Louisiana Electric Company, Inc., (its successors and assigns) of a sum equal to two (2%) percent 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 Mayor and Aldermen of the Town of Madisonville, Louisiana, in regular session duly and legally convened:

Section 5.1 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 said 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 and upon the present and future streets, alleys, bridges and public ways and places of said municipality, lines with all the necessary or desirable appurtenances (including poles, wire, transformers, street and other lights, towers, transmission and distribution lines and underground conduits) for the purpose of supplying and/or selling electricity for light, heat, power and other purposes to the said municipality and the inhabitants thereof.

Section 5.2 That the Company, its successors and assigns, shall at all times maintain its electric transmission and distribution systems in good condition and shall comply with all 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 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 therefore, whenever the estimated earnings from any extension shall be sufficient to pay the cost of giving service thereon, including depreciation and a fair return on the property used and useful in giving such service.

Section 5.3 That in the construction and maintenance of the transmission and/or distribution lines herein authorized, the Company, its successors or assigns, shall first obtain the permission of the owners or proper authorities before cutting or trimming trees in order that the natural beauty of the streets and roads may be preserved.

Section 5.4 That all changes made necessary in the Company's transmission lines in connection with the improvement 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 and other public places caused by the construction or maintenance of said transmission lines.

Section 5.5 That the company, its successors and assigns shall have the right to formulate and public 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 the right to disconnect and discontinue service to all delinquents.

Section 5.6 That this franchise and the rights, authorities and privileges herein granted are not exclusive and are granted for a period of 25 years from and after the date this ordinance becomes effective.

Section 5.7 (a) In consideration of the grant of this franchise the Company agrees to pay to the municipality, during the effective period of this franchise, a sum of money equal to two (2%) percent of the gross receipts of the company from the sale and delivery of electrical energy at retail for residential and commercial purposes billed on residential and commercial rates within the limits of the municipality, the period for which such gross receipts shall be computed to commence on the _____ day of _____, 196__ which 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) days after the end of each quarter, that is, on or before April 30th, July 30th, October 30th and January 30th of each year, and on or before the payment dates referred to the Company shall furnish to the municipality a statement showing the total amount of gross receipts of the Company for the preceding quarterly period to which the payment of two (2%) percent is applicable.

(b) In further consideration of the grant of this franchise the Company shall be obligated during the term of this franchise to furnish, operate and maintain a lighting system for the lighting the streets of Madisonville equivalent to and at a cost to the town not more than those prescribed in the street lighting contract authorized concurrently with this grant; but the Town of Madisonville, shall not be obligated with respect thereto for a term in excess of three (3) years, provided, however, that in the event the town should not avail itself of the provisions of this clause, such failure shall in no respect impair or invalidate the franchise the franchise granted herein.

Section 5.8 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.

The foregoing was then read and considered, section by section and as a whole, and thereupon, on motion of Peter Gitz seconded by Bert Chatellier, the said ordinance was adopted section by section and as a whole, by the following vote:

Yeas: Bert Chatellier

Peter Gitz

George Goldate

Nays: None

Absent: Dudley Koepf

Lloyd Gitz

CENTRAL LOUISIANA ELECTRIC COMPANY, INC.
AND
TOWN OF MADISONVILLE, LOUISIANA
STREET LIGHTING AGREEMENT

This contract between Central Louisiana Electric Company, Inc., represented by C. J. Schexnayder, Vice President, and the Town of Madisonville, Louisiana, represented by Edward A. Badeaux, Mayor, as authorized by Ordinance No. 71, dated September 7, 1965, shall be under the following terms and conditions:

Term of the agreement shall be for a period of three years, with automatic renewal from year to year after the original term.

The Town of Madisonville, Louisiana, may cancel this agreement upon written notice to Central Louisiana Electric Company, Inc. thirty days before the expiration of the original term or any term thereafter.

Street lighting system shall consist of:

S1 - 175 W., 6000 lumen mercury vapor lights.

Invoice to be rendered monthly for street lighting service furnished by this system in the amount of \$76.00.

Additional street lights may be authorized by the Town of Madisonville and upon written application Central Louisiana Electric Company, Inc. will install such lights at points designated on the following rate schedule:

175 W., 6000 lumen mercury vapor lights shall be installed by the Company and invoiced to the Town at monthly rate of \$2.00 per light.

Central Louisiana Electric Company, Inc. agrees to furnish all fixtures complete and installed, electric energy, maintenance to fixtures and renew lamps upon damage or burnout.

This agreement supersedes all agreements as to number and rate of service in regard to the Town lighting system of Madisonville, Louisiana.

CENTRAL LOUISIANA ELECTRIC
COMPANY, INC.

By *C. W. Schexnayder*
C. W. Schexnayder,
Vice President

TOWN OF MADISONVILLE, LOUISIANA

By *Edward A. Badeaux*
Edward A. Badeaux,
Mayor

Dated:

September 16, 1965