AGENDA OF THE
BLANCHARD MAYOR AND TOWN COUNCIL
REGULAR MEETING – FEBRUARY 9, 2016
7:00 O'CLOCK

Present: Mayor Pro Tem Lee, Alderpersons Fuller, Guin, Umling, and Whittington, Chief Presswood, Atty. Tom Arceneaux, John Hubbard with AEP SWEPCO, Perry Fuller, David Yeates, Debra Smith-Town Clerk, and various guests.
Absent: Mayor Digilormo.
Meeting called to order by Mayor Pro Tem Lee.
Pledge of Allegiance led by Whittington.
Invocation given by Arceneaux.
Motion by Fuller to amend the Agenda to address Ordinance 1 of 2016 – SWEPCO Franchise Agreement renewal before the Questions and Statements of Citizens. Second by Umling. Roll call vote:
YEAS: Fuller, Guin, Umling, and Whittington.
NAYS: None.
ABSENT: None.
ABSTAIN: None.

Public Hearing Ordinance 1 of 2016 - 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 the Town of Blanchard, Louisiana, for the Purpose of Transmitting and Distributing Electric Power to the Town and Its Inhabitants and Any Other Person or Persons, Firms and Corporations for a Term of Ten 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 Town; 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 Town; Providing for Conditional Forfeiture in Event of Default by the Company; Making Miscellaneous Provisions Relative to this Grant of Franchise; Providing a Severability Clause; and Providing an Effective Date.
Public Hearing opened 7:01 p.m. Mr. Hubbard, AEP SWEPCO representative, stated that the ordinance looks good and legal council will review in a timely manner. There being no other comments the hearing closed at 7:03 p.m.

Vote on Ordinance 1 of 2016 – AEP SWEPCO Franchise Agreement Renewal

Ordinance 1 of 2016

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 the Town of Blanchard, Louisiana, for the purpose of transmitting and distributing electric power to the Town and its inhabitants and any

other person or persons, firms and corporations for a term of Ten Years; regulating the use of streets by the company and repair and restorations of the streets disturbed by construction; providing for compensation to be paid to the Town; 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 Town; 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 Town Council of the Town of Blanchard, 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 "Town" as used in this Ordinance shall mean the incorporated Town of Blanchard, Caddo 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 "Town Council" as used in this Ordinance shall mean the present Town Council of the Town of Blanchard, Louisiana and its successors elected as provided by the Town Charter of the Town of Blanchard, 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 the Town of Blanchard 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 the Town of Blanchard, Caddo 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 ten (10) years, commencing March 1, 2016. Grantee shall file its written acceptance of the terms and conditions hereof within ten (10) days after the final passage of this Ordinance. If this franchise is not renewed, extended, modified, or if a new franchise is not granted before the end of such term, the rights and obligations of this franchise and ordinance nonetheless shall continue thereafter until either party shall notify the other of the termination of such franchise and ordinance by giving the other party written notice at least one year prior to the termination; provided, however, that nothing shall extend the term of this franchise beyond 60 years after March 1, 2016.

ARTICLE IV

In consideration for the rights and privileges herein granted, Grantee shall pay to the Town an annual amount of money equal to five percent (5%) of the gross receipts of Grantee derived by it from the distribution and sale of all electricity and electric current to residential, commercial and industrial customers within the corporate limits of the Town, during the term of this franchise, to be paid quarterly by or before the first day of February, the first day of May, the first day of August and the first day of November of each year for the three-month periods ending

respectively on December 31, March 31, June 30 and September 30, next preceding. The compensation set forth in this paragraph shall be paid in lieu of any license, charge, fee, street or alley rental Town shall notify Grantee in writing of newly annexed and de-annexed areas. The notice shall include the ordinance number authorizing the action and an appropriate map identifying the areas affected by such annexation or de-annexation. Grantee shall have no responsibility for commencing payments to the Town for revenue collected in newly annexed areas until it shall have received the Town's notification. Upon the Town's notification and starting the 91st day after receipt of such notice, Grantee will commence payments to the Town for revenue collected in each newly annexed area and will make any appropriate adjustments in payments made for revenues collected in such de-annexed areas after de-annexation. Payments for revenues collected in newly annexed areas and adjustments for over payments in de-annexed areas shall be made effective back to the date of the authorizing ordinance.

ARTICLE V

During the period of the franchise herein granted, the Grantee shall furnish to the Town a report generated by Grantee along with the payments as herein set out showing the gross receipts of Grantee derived by it from the distribution and sale of electricity to residential, commercial and industrial customers within the corporate limits of the Town for the three-month period ending respectively on December 31, March 31, June 30 and September 30, next preceding. At the Town's request, the Grantee shall submit, within 60 days of the Grantee's receipt of such request, a statement to the Town certifying the correctness of the payments made by the Grantee for the preceding calendar year.

ARTICLE VI

Upon request of the Town, Grantee shall make available at Grantee's offices any and all records, accounts and books for inspection relative to the gross receipts of Grantee within the corporate limits of the Town of Blanchard, Louisiana, subject to privacy laws and the rules, regulations and jurisdiction of the Louisiana Public Service Commission. Grantee agrees to maintain all records supporting and relative to such payments for a period of not less than three (3) years following payment.

ARTICLE VII

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 VIII

To the extent authorized by applicable law, the Town 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 IX

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 last facsimile number provided by the party to be notified. 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 Town: Mayor's Office
Town of Blanchard
P.O. Box 428
Blanchard, Louisiana 71009

If to Grantee: External Affairs Manager
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 X

The Town 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 Town 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 XI

The Town 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 Town shall not be liable to Grantee for the release of any information the Town is required by law to release.

ARTICLE XII

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 Town, 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 XIII

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 Mayor or his 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. Whenever the Town or other governmental agency, including but not limited to the Parish of Caddo or the State of Louisiana, shall conclude to make any street or other improvements in which the electric lines of the Grantee exist, the Grantee shall, at its expense, be required to relocate such electric lines and another location shall be provided by the Town so that the Grantee can provide the services set forth herein. The Grantee shall be given reasonable notice of the intention of the Town or other agency to pave or make such improvements, and if the Grantee fails to comply with the requirements of the Town or other agency after such notice, and such street or alley is thereupon paved or improved, the

Grantee shall restore and repair any pavement which is damaged as a result of the Grantee's relocation of its facilities.

ARTICLE XIV

Grantee shall indemnify, save and hold harmless the Town 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 Town, 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 Town, 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 Town, its officials, officers, agents and employees.

ARTICLE XV

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 Town; 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 Town; 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 Town at the expense of said Grantee, and including reasonable attorney's fees and court costs that the Town may incur in securing a judgment for breach thereof.

The Grantee shall, on request of any person holding a moving permit issued by the Town, 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 XVI

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 XVII

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 Town, which approval shall not be unreasonably withheld, conditioned or delayed. Approval shall be deemed granted in the event Grantee provides written notice and the Town fails to respond and provide written notice as provided in Article IX above. Further, the Grantee may, without consent of the Town, assign, sell and transfer the franchise to its parent, affiliates, or subsidiaries of its parent. Grantee (or its assign) may, also without Town's consent, assign, pledge, mortgage or transfer the rights and privileges under this franchise to any lender of Grantee (or such assign).

ARTICLE XVIII

The Town 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 Town 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 Town 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 XIX

Grantee shall provide, upon reasonable notice, on a project-by-project basis, such available maps, plats and/or drawings as the Town 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 Town solely for management of the Public Rights of Way. The Town 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 XX

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.

ARTICLE XXI

The Town and the Grantee mutually consent and agree that Franchise Agreement between the parties, which expired on December 31, 2015, as set forth in Ordinance 4 of 2005, shall continue in force and effect under the terms and conditions set forth therein until February 29, 2016, being the day before the effective date of this franchise of March 1, 2016.

BE IT FURTHER ORDAINED that all ordinances, resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed as of February 29, 2016.

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 Mayor of the Town of Blanchard be and he is hereby authorized to execute on behalf of the Town of Blanchard this franchise agreement ordinance.

The above and foregoing Ordinance was read in full at open and legal session convened and was on motion of Alderperson Fuller as amended, seconded by Alderperson Whittington and adopted this 9th day of February, 2016.

Roll Call:

YEAS: Fuller, Guin, Umling, Whittington
NAYS: None
ABSENT: Alderperson Lee served as Mayor Pro Tem
ABSTAIN: None
And Ordinance 1 of 2016 was adopted this 9th day of February, 2016.

Questions and Statements of Citizens:
Jake Lawler asked the status on an alcohol petition. Fuller will give all the information gathered before he was on the board to Lawler.
Robert DeYoung, Sherry and James Lowe expressed concern re: parking on the street as well as property standards issues. Lee stated an ordinance exists re: property standards and the Council would review it to make it stricter.

Motion by Fuller to approve minutes of the Regular Meeting January 12, 2016. Second by Guin. All voted yea.

Old Business

Brian Anderson is interested in buying property south of Town that had been used for booster station and water storage.
No action taken at this time.

New Business

Resolution 1 of 2016 - A Resolution Approving the Use of Funds from the Water Operating Account of the Town of Blanchard to Acquire Assets from East Mooringsport Water System, Inc. Pursuant to that Certain Purchase Agreement Between the Parties, and Otherwise Providing With Respect Thereto.

Resolution 1 of 2016

A Resolution approving the use of funds from the Water Operating Account of the Town of Blanchard to acquire assets from East Mooringsport Water System, Inc. pursuant to that certain purchase agreement between the parties, and otherwise providing with respect thereto.

WHEREAS, the Town of Blanchard ("Town") and the East Mooringsport Water System, Inc. ("EMWS") entered into that certain Water System Asset Purchase Agreement ("Purchase Agreement") on October 3, 2014, as authorized by that certain Resolution 10 of 2014 adopted by the Town on September 23, 2014, pursuant to which the Town will acquire certain assets from EMWS on the terms and conditions set forth in the Purchase Agreement; and,
WHEREAS, once the conditions set forth in the Purchase Agreement have been met to the satisfaction of the Mayor and the Town Attorney, in their sole discretion, then at the consummation of the acquisition of the assets, the Mayor shall be authorized to deliver a check written on the Town's Water Operating Account in the amount of the Purchase Price set forth in the Purchase Agreement (being $27,500.00) to the United States Department of Agriculture, in full satisfaction of the purchase of the assets, as set forth in the Purchase Agreement, along with such other instruments or other writings necessary to consummate the transfer of the assets, including without limitation the Conveyance of Movable and Immovable Property – Water System Assets, all on behalf of the Town.

NOW, THEREFORE, BE IT RESOLVED by the Board of Alderpersons of the Town, that the Mayor shall be authorized to deliver a check written on the Town's Water Operating Account in the amount of the Purchase Price set forth in the Purchase Agreement (being $27,500.00) to the United States Department of Agriculture, in full satisfaction of the purchase of the assets, as set forth in the Purchase Agreement.
BE IT FURTHER RESOLVED that if any provision or item of this Resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Resolution that can be given effect without the invalid provisions, items or applications and to this end the provisions of this Resolution are hereby declared severable.
BE IT FURTHER RESOLVED that any resolutions or parts hereof in conflict herewith are hereby repealed.
Motion to accept Resolution 1 of 2016 made by Whittington, second by Fuller. All voted yea.
And Resolution 1 of 2016 was adopted on this 9th day of February, 2016.

Introduce Ordinance 2 of 2016 (LaMats Debt Recovery Collection for Unpaid Utility Bills) – Ordinance by the Town of Blanchard, Louisiana to Assess a Collection Fee on Debts Referred to Collection Agency.
Fuller introduced the following ordinance by title to be voted on at the Regular Council Meeting scheduled for March 8, 2016, at 7:00 p.m.:

Ordinance 2 of 2016

An Ordinance by the Town of Blanchard, Louisiana to Assess a Collection Fee on Debts Referred to Collection Agency, and otherwise providing with respect thereto.

Discussion regarding refunding Meter Deposit money to citizens.
After much discussion, no action was taken at this time.

Report of Departments

Buildings and Grounds
Umling-nothing to report.

Streets and Rights of Way
Whittington-nothing to report.

Water Department
Fuller-Met with Balar and gave okay to start work on the discharge line.

Sewer Department
Guin-everything good.

Police Department
Chief-the Town is going through growing pains and unless we (Police) department are made aware of issues we cannot do anything about them.

Treasurer Report
Lee-reminded Council to watch budgets.

Comments by the Mayor

Mayor Digilormo will be out for a while, so Lee will be serving in Mayor capacity. Workshop scheduled for February 23, 2016, at 6:30 p.m. Motion by Whittington to adjourn, second by Fuller. All voted yea. Meeting adjourned 7:43 p.m.

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Patsy Lee, Mayor Pro Tem Debra Smith, Town Clerk