

ORDINANCE

#20-005

The Mayor and Town Council of the Town of Homer, Louisiana, met in regular session in Homer, Louisiana, on SEPTEMBER 14 _____, 2020 with the following members present:

Mayor: DR. XANTHE SEALS

Town Council: LINDA HARDAWAY, KELDRON JOHNSTON,
VERLETHA ADAMS & PATRICIA JENKINS

Absent: JOHNNY WEST

Motion was made by LINDA HARDAWAY and seconded by PATRICIA JENKINS that the following ordinance be adopted:

GRANTING CLAIBORNE ELECTRIC COOPERATIVE, INC., ITS SUCCESSORS, SUBSIDIARIES AND ASSIGNS, THE RIGHT TO ERECT, MAINTAIN, EXTEND AND OPERATE A SYSTEM OF WORKS, POLES, WIRES, UNDERGROUND CONDUITS, CABLES AND ALL NECESSARY APPARATUS AND APPURTENANCES UNDER, ACROSS, ALONG AND OVER CERTAIN STREETS, ALLEYS AND OTHER PUBLIC AREAS IN THE TOWN OF HOMER, STATE OF LOUISIANA, FOR THE PURPOSE OF GENERATING ELECTRICITY AND/OR FOR THE SALE AND DISTRIBUTION OF SAME AND/OR FOR OTHER SERVICES TO THE SAID TOWN AND TO THE PUBLIC UNTIL SEPTEMBER 14 _____, 2045, WITHIN ONLY THE LIMITS AND AREAS HEREINAFTER SET FORTH.

BE IT ORDAINED, by the Mayor and Town Council of the Town of Homer, Louisiana (sometimes hereinafter called "Grantor"), in regular session convened that:

SECTION I. Claiborne Electric Cooperative, Inc. (sometimes hereinafter called "Grantee"), a nonprofit membership corporation organized under the laws of the State of Louisiana and doing business in the State of Louisiana, its successors, subsidiaries and assigns, be and it is hereby granted the right, power and authority for a period until SEPTEMBER 14 _____, 2045 to erect, maintain, extend and/or operate a system of works, poles, wires, underground conduits, cables, and all other apparatus and appurtenances required to effectuate its business purposes within the corporate limits of the Town of Homer, State of Louisiana, as presently existing or as hereafter may be extended.

This franchise is granted to Claiborne Electric Cooperative, Inc. for the purpose of generating electricity and/or for the sale and distribution of the same to the said Town, and to the public for

lighting, heating, power and other purposes to which electricity may be put and /or for the provision of other services and purposes, and for the said purposes, to enter on, below or over property owned by or over which the Town has a servitude or easement or areas otherwise under the control or the jurisdiction of said Town.

SECTION II. The Grantee, its successors and assigns shall, at all times, maintain its electric light and power transmission and distribution system and other systems in good condition, using all reasonable safety appliances in the operation thereof.

SECTION III. The Grantee, its successors, subsidiaries and assigns shall be authorized to extend its electric distribution system and other systems from time to time to the end that the Town of Homer and the inhabitants thereof shall be given reasonably adequate service commensurate with the demand thereof, and shall extend electric service to any inhabitant of the Town of Homer located within the area of Grantee's franchise rights at no cost for such extension thereof.

SECTION IV. The Grantee, its successors, subsidiaries and assigns shall supply adequate service of electric current to the Town of Homer and the inhabitants thereof, at fair and reasonable rates, subject to the exercise of Grantor's charter power, or any other governmental authority in whom such power may be vested, to regulate, fix and change rates for such electric current.

SECTION V. In consideration of the foregoing and as full compensation for the operations of Grantee under the franchise herein granted, the Grantee, its successors, subsidiaries and assigns shall pay to the Town of Homer, quarterly and within thirty (30) days after the end of each quarter, a gross receipts tax collected by the Cooperative, its successors, subsidiaries and assigns equal to four percent (4%) of the gross receipts the Cooperative, its successors, subsidiaries and assigns receives from the sale of electricity and from any other sales of services provided to customers located within the corporate limits of the Town of Homer during the preceding quarter, except, however; should the Town of Homer ever impose an excise, license or privilege tax on the receipts from the sale of electric energy or other services provided hereunder within the corporate limits of the Town of Homer, then the payments herein provided to be made to the Town of Homer by the Cooperative, its successors, subsidiaries and assigns, will be reduced by an amount equal to the sum of such new tax, it being the intent that the said payment of a percentage of said gross receipts shall be in lieu of an excise, license or privilege tax on such receipts from the sale of electric energy and/or other services as aforesaid.

SECTION VI. Written acceptance of this ordinance shall be filed by the Grantee with the Clerk of the Town of Homer within thirty (30) days after its passage; shall become effective thirty (30) days after the date of its passage, and shall run and extend until and including a period until OCTOBER 14, 2045.

The above ordinance was submitted to a vote with the following results:

Yea 4
Nay 0
Absent 1

And the ordinance was declared adopted on SEPTEMBER 14, 2020.

ATTEST:

Shenika Wright
Clerk

[Signature]
Mayor



CLAIBORNE ELECTRIC COOPERATIVE, INC.

P. O. Box 719 • 12525 Hwy. 9
Homer, LA 71040
Ph: 318.927.3504 • 1.800.929.3504
E-mail: mail@our.coop

July 29, 2020

Honorable Mayor Xanthe Seals
PO Box 172
Homer, LA 71040

Dear Mayor Seals,

As you are aware, Claiborne Electric has been working for some time now to be able to provide much-needed broadband Internet service to people in our area. We are encouraged by recent attention and emphasis this matter has received from the Governor and at the state legislature. We are hopeful that we may soon be approved to begin constructing a system which will deliver this vital service.

In preparation for the day when we will be allowed to offer this service, we have drafted a new franchise agreement which we are asking towns in our area to consider. The new agreement changes wording that was specific to us providing only electric service and opens the door for us to possibly provide additional services, such as Internet. The new agreement also changes the language of our agreement with the town from the term "franchise fee" to "gross receipts tax." This will allow us to pay the town the agreed upon 4% total on all revenue for services we provide within the town limits including broadband internet.

Please find enclosed two copies of the ordinance for your review. We ask that you put this on your agenda as soon as possible. As always, we are available to answer any questions you may have, and we can attend a meeting if you and your council would like. Once the ordinance has been approved and signed, please return both copies to Claiborne Electric Cooperative, Inc. at the address above. A fully executed copy will be returned for your records.

Sincerely,

Mark A. Brown
General Manager and CEO
Claiborne Electric Cooperative, Inc.
PO Box 719
Homer, Louisiana 71040
318-927-3504 (O)
318-288-6280 (C)
mark@our.coop

Enclosures