



St. James Parish Council

P. O. Box 176
Vacherie, Louisiana 70090
(225) 562-2400
FAX (225) 562-2401
TDD: (225) 562-8500
council@stjamesla.com

Ryan Louque
Chairman

Eddie Kraemer
Vice-Chairman

Linda Hubbell
Secretary

January 10, 2020

Honorable Members
St. James Parish Council

The organizational meeting of the St. James Parish Council will be held at the Parish Courthouse in Convent, on Monday, January 13, 2020, at 2 p.m. The Ecumenical Service and Inaugural Ceremonies will be held at 10:30 a.m. at St. Michael The Archangel Catholic Church in Convent. There will be a reception immediately following the ceremony at the District 4 Community Center.

As stipulated in the Home Rule Charter, at this meeting the Council will select from its membership a chairman, vice-chairman, appoint a secretary, and perform other duties as prescribed by law.

Sincerely,

Linda Hubbell
Secretary

cc: Parish President Timothy Roussel & Staff
Assistant District Attorney Cody Martin
The News Examiner/Enterprise
The Morning Advocate
L'Observateur

Note: St. James Parish will provide, upon request, reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact 1-800-846-5277 (TDD), 1-800-947-5277 (Voice) or 562-2400 (Handicapped) to discuss the particular accommodation needed.

Alvin St. Pierre, Jr.	Jason Amato	Ryan Louque	Ralph Patin, Jr.	Clyde Cooper	Vondra Steib	Edward Kraemer
District 1	District 2	District 3	District 4	District 5	District 6	District 7

AGENDA
ST. JAMES PARISH COUNCIL
ORGANIZATIONAL MEETING
Parish Courthouse – 5800 Hwy 44, Convent, LA
2:00 P.M., MONDAY, JANUARY 13, 2020

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PRAYER & PLEDGE**
- IV. ELECTION OF CHAIRMAN**
- V. ELECTION OF VICE-CHAIRMAN**
- VI. APPOINTMENT OF SECRETARY**
- VII. ADOPTION OF RULES OF ORDER**
- VIII. NAMING OF BANK DEPOSITORIES & SIGNATORIES**
- IX. SETTING OF MEETING DATES AND TIME**
- X. SETTING OF POLICIES**
 - 1. Personnel Policy
 - 2. Addressing Council
 - 3. Minute Policy
- XI. PRESIDENT’S APPOINTMENTS & REMARKS**
 - 1. Director of Operations
 - 2. Director of Finance
 - 3. Director of Emergency Preparedness
 - 4. Director of Human Resources
- XII. NEW BUSINESS**
 - 1. Resolution authorizing ACH origination from Parish accounts at First American Bank and Trust (Dufresne)
 - 2. Resolution authorizing the Parish President and/or the Director of Finance to establish and/or manage credit card accounts (Dufresne)
 - 3. Resolution to authorize certain Parish Officials to authorize transfer of payroll funds through wire transfer (Dufresne)
 - 4. Resolution designating the St. James Parish Government, Department of Human Resources as the official Community Action Agency for Federal FY2020 and the only department or agency authorized to apply for and administer programs made possible by any Community Service Block Grant funds available through the Louisiana State Department of Labor. (Dufresne)
 - 5. Resolution authorizing the Parish President and/or the Director of Human Resources to sign funding applications supplements, and one-time funding applications for St. James Parish Department of Human of Resources including appropriate assurances, agreements, contracts, amendments, and revisions in order to operate existing or new programs administered by St. James Parish in the Year 2020 (Dufresne)
 - 6. Resolution authorizing the Director of Human Resources to sign funding applications supplements, and one-time funding applications for St. James Council on Aging (COA) including appropriate assurances, agreements, contracts, amendments, and revisions in order to operate existing or new programs administered by St. James Parish in the Year 2020. (Dufresne)
- XIII. CORRESPONDENCE RECEIVED**
 - 1. Letter received from Louisiana Economic Development regarding Praxair, Inc. Board of Commerce and Industry Approval Notice Tax Exemption Application #20190076-ITE - \$227,718,291.00 (Louque)
- XIV. COUNCIL MEMBER’S REMARKS**
- XV. MOTION TO ADJOURN**

To view backup documentation please visit www.stjamesla.com/agendacenter

St. James Parish will provide, upon request, reasonable accommodations to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodations is requested to contact 1-800-846-5277 (TTD), 1-800-947-5277 (Voice) or 562-2400 (Handicapped) to discuss the particular accommodation needed.

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

RESOLUTION 20-07
ST. JAMES PARISH COUNCIL

A RESOLUTION APPOINTING ----- AS SECRETARY
FOR THE ST. JAMES PARISH COUNCIL

BE IT RESOLVED, by the St. James Parish Council, and the St. James Parish President, that - ----- is hereby named St. James Parish Council Secretary, per Home Rule Charter, Section A 5b, which shall require a parish employee approved by the Parish President to serve as secretary.

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

YEAS:

NAYS:

ABSTAIN:

ABSENT:

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

RESOLUTION 20-08
ST. JAMES PARISH COUNCIL

**A RESOLUTION APPROVING ROBERT'S RULES OF ORDER TO GOVERN
PARLIAMENTARY QUESTIONS AND PROCEDURES FOR THE ST.
JAMES PARISH COUNCIL**

WHEREAS, it is necessary and desirable to adopt rules of order and parliamentary procedures to be followed by the St. James Parish Council in the conduct of its meetings; and,

WHEREAS, some rules and procedures are prescribed by the St. James Parish Home Rule Charter; and,

WHEREAS, some rules and procedures may be adopted from time to time by the St. James Parish Council prescribing parliamentary rules for particular matters in the conduct of its meetings; and,

WHEREAS, those rules of order referred to as Robert's Rules of Order, Current Revised Edition, are nationally recognized as governing parliamentary procedure in the absence of specific charter or standing rules adopted by the governing body:

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that in the absence of a charter provision or a standing rule of procedure adopted by the St. James Parish Council, those rules of order referred to as Robert's Rules of Order, Current Revised Edition, shall govern parliamentary questions and procedures for the conduct of council meetings, regular and special.

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

YEAS:

NAYS:

ABSTAIN:

ABSENT:

The following resolution was offered and moved for adoption by Councilmember _____ and seconded by Councilmember _____:

RESOLUTION 20-09
ST. JAMES PARISH COUNCIL

**A RESOLUTION NAMING AND CONFIRMING DEPOSITORY FOR FUNDS
OF THE ST. JAMES PARISH COUNCIL AND AUTHORIZING
SIGNATORIES FOR CHECKS AND/OR WARRANTS DRAWN UPON
PARISH ACCOUNTS**

BE IT RESOLVED, by the St. James Parish Council, that the following is hereby named and confirmed as depository for Parish funds:

First American Bank and Trust, Vacherie, Louisiana

BE IT FURTHER RESOLVED, that the following persons are hereby authorized and designated as signatories for checks and/or warrants drawn upon all existing St. James Parish Council accounts at First American Bank and Trust; and on any documents required to open any new Parish account at First American Bank and Trust :

Peter A. Dufresne, Parish President
Felix K. Boughton, Director of Finance

BE IT FURTHER RESOLVED, that Parish President Peter A. Dufresne and Director of Finance Felix K. Boughton have designated additional authorized signatories and sub-users on all Parish accounts, which shall require two (2) signatures, with the exception of those accounts designated as ACH Origination accounts by separate Resolution of the Council:

Chantal T. Waguespack, Controller
Eric S. Deroche, Director of Emergency Preparedness

The Parish President is authorized to execute a new Ancillary Account Services Agreement with First American Bank and Trust for Remote Deposit Capture, ACH Origination, Wire Transfer, and any other Ancillary account service, as to any and/or all Parish accounts.

The Parish President and/or Director of Finance may authorize and direct First American Bank and Trust to release information and/or link Parish accounts in "View Only" status, and to allow designated persons to view them. All such instructions to First American Bank and Trust shall be signed and dated, on Parish letterhead.

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

YEAS:
NAYS:
ABSTAIN:
ABSENT:

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

RESOLUTION 20-10
ST. JAMES PARISH COUNCIL

**A RESOLUTION ESTABLISHING THE MEETING DATES AND TIME FOR
THE ST. JAMES PARISH COUNCIL**

BE IT RESOLVED, by the St. James Parish Council, that:

1. The Parish Council will meet every other Wednesday beginning on January 21, 2020. The first meeting of a calendar month will be held at the Parish Courthouse in Convent and the second and/or third meeting of a calendar month at the Courthouse Annex Building in Vacherie;
2. All regular meetings of the Parish Council will begin at 6:30 p.m., throughout the year.

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

YEAS:

NAYS:

ABSTAIN:

ABSENT:

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

RESOLUTION 20-11
ST. JAMES PARISH COUNCIL

**A RESOLUTION APPROVING AND RE-AFFIRMING THE EXISTING
PERSONNEL POLICY GOVERNING PARISH EMPLOYEES**

BE IT RESOLVED, by the St. James Parish Council, that the personnel policy governing St. James Parish Council employees, adopted January 20, 1993 and last revised on May 1, 2019, be and is hereby re-affirmed and approved.

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

YEAS:

NAYS:

ABSTAIN:

ABSENT:

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

RESOLUTION 20-12
ST. JAMES PARISH COUNCIL

A RESOLUTION ESTABLISHING A POLICY ON ADDRESSING THE ST.
JAMES PARISH COUNCIL

WHEREAS, it is necessary and desirable to adopt a standing rule of procedure for individuals to follow to be placed on the agenda to address the St. James Parish Council at regular and special meetings; and,

WHEREAS, this standing rule of procedure shall properly be placed in the official council minutes and published as a part of the minutes:

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that the standing rule of procedure to be followed by an individual to be placed on the agenda to address the St. James Parish Council at regular and special meetings shall be as follows:

1. The individual shall submit a written or verbal request to the councilman from his or her district stating the reason for the request and the topic to be discussed.
2. If the request is granted, the individual shall be placed on the agenda for a subsequent meeting.
3. If the request is denied, the individual shall have the right to appeal to the chairman of the council.
4. If the council chairman grants the request, the individual shall be placed on the agenda for a subsequent meeting.
5. If the council chairman denies the request, he has the obligation to inform the council of his denial with the reasons therefore and to ask the council at a regular or special meeting whether it desires to debate and vote on the matter.
6. Presentations shall be limited to five (5) minutes.

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

YEAS:

NAYS:

ABSTAIN:

ABSENT:

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

RESOLUTION 20-13
ST. JAMES PARISH COUNCIL

**A RESOLUTION ESTABLISHING A POLICY FOR
THE WRITTEN MINUTES OF THE ST. JAMES PARISH COUNCIL**

WHEREAS, it is necessary and desirable to adopt rules and procedures to be followed by the members of the St. James Parish Council and the Council Secretary in the printing of the official minutes of the St. James Parish Council for regular and special meetings and public hearings; and,

WHEREAS, some rules and procedures are prescribed by the St. James Parish Home Rule Charter; and,

WHEREAS, some rules and procedures may be adopted by the St. James Parish Council prescribing for particular matters in the printed minutes of its meetings and public hearings; and,

WHEREAS, these rules and procedures shall properly be placed in the official council minutes and published as a part of the minutes:

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that the rules and procedures to be followed by the members of the St. James Parish Council and Council Secretary for the printing of the official minutes of regular and special meetings and public hearings shall be as follows:

1. Minutes shall be summarized or abbreviated and must include, but need not be limited to: the date, time, location and type of meeting, members of the council present, the substance of all matters decided, and at the request of any member, a record, by individual member, of any votes taken, and any other information that the council requests be included or reflected in the minutes at said meeting pursuant to La. R. S. 42:7.1.
2. Any council member and/or the Parish President may request, prior to the adjournment of the meeting, that any comments stated during the meeting be included in the minutes, either abbreviated or verbatim.
3. Approval of the minutes shall be done in accordance with Roberts Rules of Order, as adopted by Resolution 20-08 on January 13, 2020 by the St. James Parish Council.

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

YEAS:

NAYS:

ABSTAIN:

ABSENT:

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

RESOLUTION 20-14
ST. JAMES PARISH COUNCIL

A RESOLUTION APPROVING AND RATIFYING THE APPOINTMENT OF
----- AS DIRECTOR OF OPERATIONS

BE IT RESOLVED, by the St. James Parish Council, acting as the governing authority of said parish, that the action of the Parish President in appointing -----as Director of Operations, be and is hereby ratified, confirmed, and approved.

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

YEAS:

NAYS:

ABSTAIN:

ABSENT:

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

RESOLUTION 20-15
ST. JAMES PARISH COUNCIL

A RESOLUTION APPROVING AND RATIFYING THE APPOINTMENT OF
----- AS DIRECTOR OF FINANCE

BE IT RESOLVED, by the St. James Parish Council, acting as the governing authority of said parish, that the action of the Parish President in appointing ----- as Director of Finance, be and is hereby ratified, confirmed, and approved.

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

YEAS:

NAYS:

ABSTAIN:

ABSENT:

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

RESOLUTION 20-16
ST. JAMES PARISH COUNCIL

A RESOLUTION APPROVING AND RATIFYING THE APPOINTMENT OF
----- AS DIRECTOR OF EMERGENCY PREPAREDNESS

BE IT RESOLVED, by the St. James Parish Council, acting as the governing authority of said parish, that the action of the Parish President in appointing ----- as Director of Emergency Preparedness, be and is hereby ratified, confirmed, and approved.

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

YEAS:

NAYS:

ABSTAIN:

ABSENT:

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

RESOLUTION 20-17
ST. JAMES PARISH COUNCIL

A RESOLUTION APPROVING AND RATIFYING THE APPOINTMENT OF
----- AS DIRECTOR OF HUMAN RESOURCES

BE IT RESOLVED, by the St. James Parish Council, acting as the governing authority of said parish, that the action of the Parish President in appointing ----- as Director of Human Resources, be and is hereby ratified, confirmed, and approved.

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

YEAS:

NAYS:

ABSTAIN:

ABSENT:

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

RESOLUTION 20-18
ST. JAMES PARISH COUNCIL

**A RESOLUTION AUTHORIZING ACH ORIGINATION FROM
PARISH ACCOUNTS AT FIRST AMERICAN BANK AND TRUST**

WHEREAS, the Administrative Staff and Executive Officers of the Parish have identified Parish accounts from which they deem it appropriate for First American Bank and Trust to enable ACH origination to be conducted by Parish personnel; and

WHEREAS, the Administrative Staff and Executive Officers and Counsel for the Parish have reviewed the current risks associated with ACH Origination, and the security procedures recommended to mitigate such risks detailed in current corporate account takeover materials provided to the Parish by First American Bank and Trust, and have determined that Parish personnel can adequately manage the risks involved;

NOW, THEREFORE, BE IT RESOLVED that the St. James Parish Council does hereby authorize, direct, and/or ratify the enabling of ACH Origination capabilities on the following Parish accounts at First American Bank and Trust:

- (1) St. James Parish
Operating Account # xxxx3217
- (2) St. James Parish Utilities
System Fund Account # xxxx0111
- (3) St. James Parish Government
Group Hospitalization Account # xxxx3096
- (4) St. James Parish Government
Payroll Clearing Account # xxxx4768

BE IT FURTHER RESOLVED that Parish President Peter A. Dufresne and Finance Director Felix K. Boughton may designate other Parish accounts at First American Bank and Trust for ACH Debit and/or Credit Origination capabilities; designate individuals to whom ACH Origination online banking credentials, passwords and tokens shall be issued for each account; or link newly added Parish accounts with ACH Origination capability under a single set of online banking credentials, password and token; designate sub-users with ACH Origination capabilities on each such Parish account; name individuals authorized to execute facsimile confirmations of ACH files to First American Bank and Trust on each such Parish account; and name individuals who may view or receive information on any such Parish account; all without the need for further approval or Resolution of the St. James Parish Council.

Parish President Peter A. Dufresne is further authorized to execute a current ACH Origination Agreement with First American Bank and Trust.

The following resolution was offered and moved for adoption by Councilman_____ and seconded by Councilman _____:

RESOLUTION 20-19
ST. JAMES PARISH COUNCIL

**A RESOLUTION AUTHORIZING THE PARISH PRESIDENT AND/OR THE
DIRECTOR OF FINANCE TO ESTABLISH AND/OR MANAGE CREDIT
CARD ACCOUNTS**

WHEREAS, in the conduct of official parish business it is necessary to utilize credit accounts and/or cards in connection with procuring goods and services, making purchases, and conducting official parish business;

NOW, THEREFORE, BE IT RESOLVED by the St. James Parish Council that the Parish President and/or Director of Finance are hereby authorized to perform and/or execute the following acts in its name:

1. Make application through First American Bank and Trust for a credit card account(s);
2. Designate those parish employees who shall be issued parish credit cards on existing or new accounts;
3. Designate the credit limit on each such parish credit card issued by First American Bank and Trust;
4. Execute written, dated instructions on Parish letterhead to First American Bank and Trust to close, amend, delete or modify any parish credit card agreement.

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

RESOLUTION 20-20
ST. JAMES PARISH COUNCIL

**A RESOLUTION TO AUTHORIZE CERTAIN PARISH OFFICIALS TO
AUTHORIZE TRANSFER OF PAYROLL FUNDS THROUGH WIRE
TRANSFER**

WHEREAS, St. James Parish has contracted with a third-party service, S&W Payroll Services, L.L.C. d/b/a Netchex, to disburse payroll to employees in accordance with the terms of a Master Service Agreement; and

WHEREAS, in order to timely transfer said funds from St. James Parish accounts to those of the third-party service, a wire transfer process must occur; and

WHEREAS, in order to meet financial institution requirements, the St. James Parish Council hereby authorizes any two of the following individuals; Peter A. Dufresne (Parish President), Felix K. Boughton (Director of Finance), Chantal T. Waguespack (Controller), Eric Deroche (Director of Emergency Preparedness), or Julie R. Gilbert (Assistant Director of Finance), to execute any and all documents necessary to perfect the wire transfer from St. James Parish Government, Payroll Clearing Account #xxx4768 to the third-party service mentioned above; and

WHEREAS, said authorization shall become immediately effective upon the passing of this resolution; and

WHEREAS, the maximum amounts of any single wire transfer to be made shall not exceed \$400,000.00.

THEREFORE, BE IT RESOLVED, that the St. James Parish Council does hereby authorize any two of the following individuals; Peter A. Dufresne (Parish President), Felix K. Boughton (Director of Finance), Chantal T. Waguespack (Controller), Eric Deroche (Director of Emergency Preparedness), or Julie R. Gilbert (Assistant Director of Finance), to execute any and all documents necessary to perfect the wire transfer from St. James Parish Government, Payroll Clearing Account #xxx4768 to any applicable account of the third-party payroll service contracted by the Parish.

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

YEAS:

NAYS:

ABSTAIN:

ABSENT:

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

RESOLUTION 20-21
ST. JAMES PARISH COUNCIL

A RESOLUTION DESIGNATING THE ST. JAMES PARISH GOVERNMENT, DEPARTMENT OF HUMAN RESOURCES AS THE OFFICIAL COMMUNITY ACTION AGENCY FOR FEDERAL FY 2020 AND THE ONLY DEPARTMENT OR AGENCY AUTHORIZED TO APPLY FOR AND ADMINISTER PROGRAMS MADE POSSIBLE BY ANY COMMUNITY SERVICES BLOCK GRANT FUNDS AVAILABLE THROUGH THE LOUISIANA STATE DEPARTMENT OF LABOR

WHEREAS, the St. James Parish Council is the governing body of the Parish of St. James; and,

WHEREAS, the St. James Parish Government, Department of Human Resources has demonstrated outstanding proficiency in the development and operation of federal, state and locally funded programs to benefit the low-income residents of St. James Parish:

THEREFORE, BE IT RESOLVED, that the St. James Parish Council, in regular session convened, does hereby designate the St. James Parish Government, Department of Human Resources as the Community Action Agency for this parish and the only agency or department authorized to apply for and operate programs utilizing Community Services Block Grant Funds available through the Louisiana Department of Labor; and,

NOW THEREFORE BE IT RESOLVED FURTHER, by the St. James Parish Council that the St. James Parish President and/or the Director of Human Resources are hereby authorized to sign the necessary contracts, revisions and/or agreements in order for the Department of Human Resources to receive Community Services Block Grant Funds or any other funds from the Louisiana Department of Labor.

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

RESOLUTION 20-22
ST. JAMES PARISH COUNCIL

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT AND/OR THE DIRECTOR OF HUMAN RESOURCES TO SIGN FUNDING APPLICATIONS SUPPLEMENTS, AND ONE-TIME FUNDING APPLICATIONS FOR ST. JAMES PARISH DEPARTMENT OF HUMAN RESOURCES INCLUDING APPROPRIATE ASSURANCES, AGREEMENTS, CONTRACTS, AMENDMENTS, AND REVISIONS IN ORDER TO OPERATE EXISTING OR NEW PROGRAMS ADMINISTERED BY ST. JAMES PARISH IN THE YEAR 2020

WHEREAS, St. James Parish Government is the governing body of the Parish of St. James;
and

WHEREAS, the St. James Parish President, Peter A. Dufresne, is the Chief Executive Officer of the parish; and,

WHEREAS, the Parish President may name the Director of Human Resources to sign funding applications, including assurances, agreements, contracts, amendments, and revisions; and,

WHEREAS, St. James Parish Government Department of Human Resources is officially designated as the Community Action Agency for St. James Parish; and,

WHEREAS, the St. James Parish Government Department of Human Resources has operated federal, state, and locally funded programs to benefit the elderly and low income residents of St. James Parish since 1965;

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council;

1. That Peter A. Dufresne, St. James Parish President and/or the Director of Human Resources are authorized to execute and file any application on behalf of St. James Parish to operate existing or new programs administered by St. James Parish Department of Human Resources;
- 2.
3. That Peter A. Dufresne and/or the Director of Human Resources, Ingrid B. LeBlanc, are authorized to sign assurances, agreements, contracts, amendments, and revisions and other necessary documents required.

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

RESOLUTION 20-23
ST. JAMES PARISH COUNCIL

A RESOLUTION AUTHORIZING THE DIRECTOR OF HUMAN RESOURCES TO SIGN FUNDING APPLICATIONS SUPPLEMENTS, AND ONE-TIME FUNDING APPLICATIONS FOR ST. JAMES COUNCIL ON AGING (COA) INCLUDING APPROPRIATE ASSURANCES, AGREEMENTS, CONTRACTS, AMENDMENTS, AND REVISIONS IN ORDER TO OPERATE EXISTING OR NEW PROGRAMS ADMINISTERED BY ST. JAMES PARISH IN THE YEAR 2020

WHEREAS, St. James Parish Government is the governing body of the Parish of St. James;
and

WHEREAS, the St. James Parish President, Peter A. Dufresne, is the Chief Executive Officer of the parish; and,

WHEREAS, the Parish President may name the Director of Human Resources to sign funding applications, including assurances, agreements, contracts, amendments, and revisions; and,

WHEREAS, St. James Parish Government Department of Human Resources operates as St. James COA nonprofit.

WHEREAS, the St. James Parish Government Department of Human Resources has operated federal, state, locally, and charitable funded programs to benefit the elderly and low-income residents of St. James Parish since 1965;

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council;

1. That Peter A. Dufresne, St. James Parish President and/or the Director of Human Resources are authorized to execute and file any application on behalf of St. James Council on Aging (COA) to operate existing or new programs administered by St. James Parish Department of Human Resources

2. That Peter A. Dufresne and/or the Director of Human Resources, Ingrid B. LeBlanc, are authorized to sign assurances, agreements, contracts, amendments, and revisions and other necessary documents required.

December 17, 2019

Mr. Timothy P. Rousel
President, St. James Parish
P.O. Box 106
Convent, LA 70723

RE: Praxair, Inc.
Board of Commerce and Industry Approval Notice ("Notice")
Tax Exemption Application #20190076-ITE - \$227,718,297.00

Dear Mr. Rousel:

This Notice is being provided to you pursuant to the Rules of the Board of Commerce and Industry ("Board"), effective August 20, 2018, specifically Title 13 of the Louisiana Administrative Code, §503(H)(1) ("Rule").

Pursuant to this Rule, this Notice is hereby given that the above-referenced Tax Exemption Application for Praxair, Inc. was approved by the Board on December 13, 2019. Local governmental entities have thirty days to determine whether to take further action on the approval in accordance with the Rule and may provide the necessary notice to LED, timely, using the attached Notice of Action. Any local governmental entity that timely notifies LED that the above-referenced application has been placed on the agenda of a public meeting will have an additional thirty days to make a final determination in accordance with the Rule. If the local governmental entity takes no action or does not provide timely notice of action to LED within the delays provided by the Rule, then the application shall be deemed approved by that entity.

Sincerely,



Kristin Cheng
Program Administrator
Industrial Tax Exemption Program
(225) 342-2083
Kristin.Cheng@la.gov

c: Assessor, St. James Parish

Industrial Tax Exemption Program Application - (Post Executive Order 2018)

** Any changes made to the information provided after the initial submission of this Application, whether requested by the Company or by LED, may result in a delay in Application processing time and/or Board of Commerce & Industry consideration. **

Project ID: 20190076-ITE

Date Received: 7/22/2019

PROJECT INFORMATION

Company: Praxair, Inc.
Project Name: Steam Methane Reformer
Project Location: Louisiana Highway 70 , St James Parish, LA, 70723
Parish: St. James
City Limits?: --

COMPANY INFORMATION

Product Manufactured: Hydrogen
Manufacturing Process/Activities: Steam Methane Reforming.

GAMING

Has the applicant or any affiliates received, applied for, or considered applying for a license to conduct gaming activities? Yes No

If yes, please give a detailed explanation including the name of the entity receiving or applying for the license, the relationship to the business if an affiliate, the location and the type of gaming activities:

PROJECT DETAILS

NAICS: 325120
Project Type: Start-Up/New
Project Start Date (beginning of construction and/or installation): 7/31/2019
Project End Date (ending of construction and/or installation): 4/30/2021
Anticipated date for the commencement of operations of this project: 4/30/2021
Project Description:

Construction of a hydrogen plant in St. James Parish, Louisiana. Praxair will build, own and operate the SMR, which will have a capacity in excess of 170 million standard cubic feet per day of high-purity hydrogen. The Steam Methane Reformer project will include the construction and installation of hydrotreating & desulfurization equipment, cooling equipment, catalysts, cold box, compressors, pumps and tanks.

Will any portion of this project become operational/usable prior to the overall project's completion (i.e. application filled in phases)? Yes No

Calendar Years: 2021

ESTIMATED INVESTMENTS

Building & Materials:	\$23,622,762.00
Machinery & Equipment:	\$123,471,156.00
Labor & Engineering:	\$80,624,379.00
Estimated Total Investment Amount:	\$227,718,297.00
Less: Restricted Amount:	\$0.00
Total Estimated Investments:	\$227,718,297.00

ESTIMATED JOBS

Existing Jobs at Project Site:	0	
Existing Jobs Statewide:	214	
Will this project create new jobs?		<input checked="" type="radio"/> Yes <input type="radio"/> No
New Direct Jobs:	15	
Contract Jobs:		
Will new jobs be created in phases?		
Explain:		
Construction Jobs:	150	
Total Estimated Jobs:	165	
New Jobs for this phase:	0	
If no new jobs are being created with this project, will existing jobs be retained?		<input type="radio"/> Yes <input checked="" type="radio"/> No
If yes, provide a compelling reason(s) for retention:	industrial jobs	

ESTIMATED PAYROLL

Existing Jobs Payroll:	\$0.00
Existing Jobs Statewide Payroll:	\$18,611,748.00
New Direcy Jobs Payroll:	\$1,200,000.00
Contract Jobs Payroll:	\$0.00
Construction Jobs Payroll:	\$15,000,000.00
Total Estimated Payroll:	\$16,200,000.00
 New payroll for current phase:	\$0.00

PROPERTY TAX

Millage Rate for this property. Use the millage rate obtained from the parish assessor to calculate the fee. 0.1083
This is usually a whole number (i.e., 115.47 or 92.665. A millage rate is expressed in 1/1000ths of a dollar (known as one mill). Convert the whole number millage rate by dividing by 1000 to a decimal number (i.e., the whole numbers converted to 1/1000ths would be .1154 or .0927 when rounded to four digits.)

Note: [Proof of Millage/Location form](#) must be completed by the parish assessor and uploaded to the attachments of this application.

Total Property Taxes paid (most recent year for this site): 0.00

BUSINESS LEGAL STRUCTURE

Is this company an LLC? Yes • No
If an LLC members or pass through entity, list below the names and the LA Dept. of Revenue tax identification number or social security number for all.

LLC Members

Legal Name

ESTIMATED BENEFIT

Investment Amount:	\$227,718,297.00
x Assessment Percentage:	0.15
x Millage Rate:	0.1083
=Annual Exemption	\$3,697,575.85
Annual Exemption * 5 years at 80%	\$14,790,303.39
+ Annual Exemption * 5 years at 80%	\$14,790,303.39
=Estimated Ten Year Property Tax Exemption	\$29,580,606.78

FEE CALCULATION

Estimated Ten Year Property Tax Exemption :	\$29,580,606.78
x Rate	0.005
= Assessed Fee (\$500.00 Minimum—\$15000.00 Maximum)	\$15,000.00
Amount Paid:	\$15,000.00
Amount Due:	\$0.00

ATTACHMENTS

Document Type	Document Name	Date
Notarized Affidavit	20190076-ITE-Contract Affidavit-Signed.pdf	7/17/2019
Breakdown of Purchases	St James SMR-Breakdown of Purchases-Updated 9-4-19.xlsx	9/30/2019
Proof of Millage Rate	St James SMR-Proof of Mill Rate-8-23-19.pdf	9/30/2019
Baseline Calculation Worksheet	St James SMR-Employment Baseline Calculation-10-14-19.pdf	10/14/2019

PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	\$15,000.00	7/22/2019	19072232466520	Credit Card

PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
David	Malson	david_malson@praxair.com	Praxair, Inc.	10 Riverview Drive , Danbury, CT, 6810	(203) 837-2471	Business
Tamara	Volmer	tamara_volmer@praxair.com	Praxair, Inc.	10 RIVERVIEW DRIVE , Danbury, CT, 6810	(203) 837-2176	Business Signatory

CONTRACT SIGNATORY

The contract signatory will be used when signing contracts. The contracts will be signed online and will take place after the board approves a form.

Title: Tax Director

First Name: Tamara

Last Name: Volmer

Email Address: tamara_volmer@praxair.com

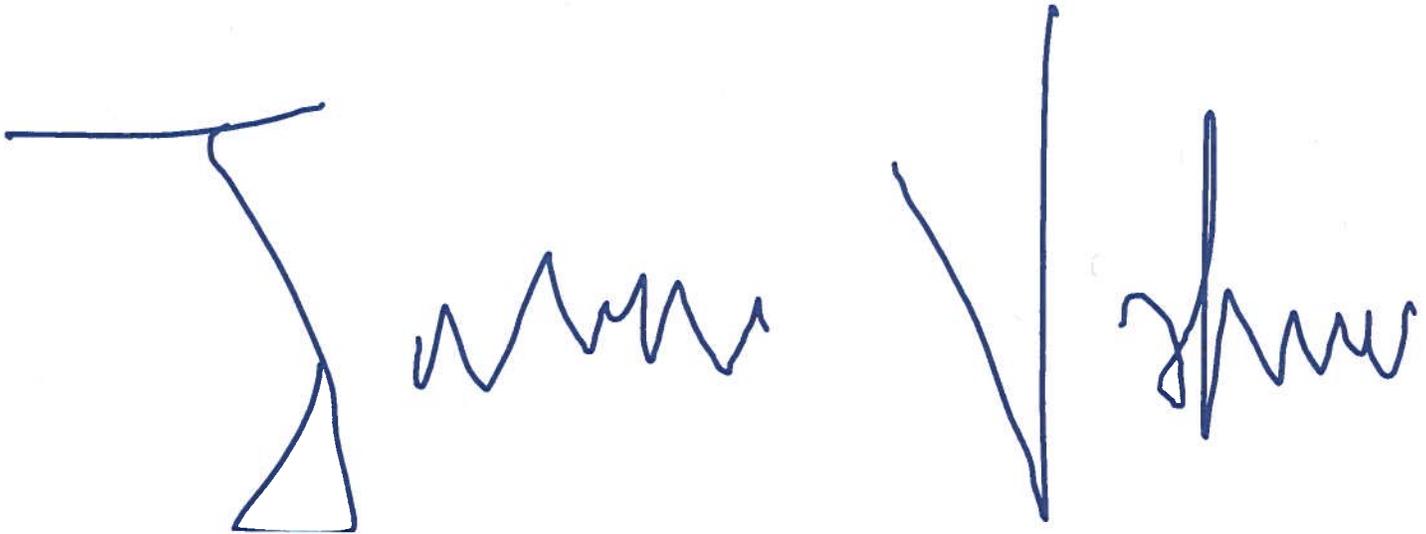
CERTIFICATION STATEMENT

I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.

FORM SIGNATURE

I, **Tamara Volmer**

, approve the above information.

The image shows two handwritten signatures in blue ink. The signature on the left is a stylized, blocky 'T' shape. The signature on the right is a more fluid, cursive signature that appears to read 'Tamara Volmer'.

CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification # 20190076)

RECEIVED

DEC 11 2019

BUSINESS INCENTIVES

EXHIBIT "A"

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

PRAXAIR, INC.

RECEIVED

DEC 11 2019

EXHIBIT "A" AGREEMENT

This Agreement, as of the Effective Date, defined herein, is made among: BUSINESS INCENTIVES

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT ("LED"), an agency of the State, represented herein by the Secretary of the Department ("Secretary"); and

PRAXAIR, INC. ("Company"), a Delaware corporation in good standing, and authorized to do business in the State, represented herein by the undersigned duly authorized officer.

(The above are collectively referred to as "Parties" and singularly referred to as "Party".)

WHEREAS, Article VII, Section 21 (F) of the Louisiana Constitution of 1974 provides that the Louisiana Board of Commerce and Industry ("Board"), with the approval of the Governor of the State of Louisiana ("Governor"), may enter into contracts for the exemption from ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment on such terms and conditions as the Board, with the approval of the Governor, deems is in the best interest of the State; and

WHEREAS, the Governor has provided the terms and conditions pursuant to which he will approve contracts for the Industrial Tax Exemption ("Exemption"); and the Board has promulgated Rules pursuant to which it will approve contracts, all in accordance with Article VII, Section 21(F); and

WHEREAS, Company intends to construct a hydrogen plant in St. James Parish (the "Project"), and new direct jobs and payroll as hereinafter provided will result from the Company's investment in the Project; and

WHEREAS, Company has filed an Advance Notification for the Project in accordance with the Rules of the Board in order to obtain an exemption from ad valorem taxes in St. James Parish; and

WHEREAS, in exchange for the Exemption, Company agrees to create or maintain such Jobs and Payroll (defined herein-below) and to the other terms and conditions of this Agreement; and

WHEREAS, in accordance with the Board Rules, this Agreement shall be Exhibit A to the Exemption Contract(s) and shall include the number of jobs and payroll to be created and/or retained at the Manufacturing Establishment and the term of the Exemption; and

WHEREAS, the Secretary projects that the return on investment to the State and Local Governmental Entities from the Manufacturing Establishment will exceed the benefit of the Exemption as set forth in the terms hereinafter provided, considering a multitude of factors, including but not limited to the following: capital expenditure, direct payroll tax revenue, indirect payroll tax revenue, and additional indirect tax revenue streams such as property tax, sales tax, other payroll tax, and other local taxes associated with jobs supporting the Project.; and

WHEREAS, this Agreement serves a public purpose and is in the public interest of the State and

its citizens;

THEREFORE, IT IS AGREED:

**ARTICLE I
DEFINITIONS**

Section 1.01 Definitions

"Advance Notification" means the notification of intent to apply for the Exemption filed in accordance with Section 503 of the Rules.

"Agreement" means this Exhibit "A" agreement, and any amendments or modifications thereto.

"Assignment" means to transfer or assign this Agreement, transfer or assign any of a Party's rights hereunder, or delegate any of a Party's duties hereunder, and **"Assignee"** means the entity to which such transfer or assignment is made in accordance with this Agreement.

"Basic Health Benefits Plan" means a basic health benefits plan for the individuals employed in new direct Jobs in this State which shall be determined by LED to be in compliance with federally mandated healthcare requirements or, if no federally mandated healthcare requirements exist, shall provide coverage for comprehensive healthcare coverage including basic hospital and physician care.

"Board" means the Louisiana Board of Commerce and Industry.

"Capital Expenditures" means the cost associated with a new manufacturing establishment or an addition to an existing manufacturing establishment, including purchasing or improving real property and tangible personal property, whose useful life exceeds one year and which are used in the conduct of business.

"Cessation of Operation" means failure of the Manufacturing Establishment to engage in manufacturing and provide finished product(s) into the stream of commerce, except that the Secretary shall have the discretion to determine whether and the duration for which a temporary suspension of Operation due to maintenance, equipment breakdowns, or turnarounds does not constitute a Cessation of Operation.

"Certification of Compliance" means a sworn verification of compliance with the Company Objectives under this Agreement, signed by a key employee of the Company (executive or senior level officer, project site manager, or equivalent rank.).

"Company" means Praxair, Inc., a Delaware corporation duly authorized to do and doing business in Louisiana, and its successors and permitted assigns.

"Company Affiliate" means any business entity that controls or is controlled by the Company or by another business entity that controls the Company, including a parent or subsidiary of the Company, or another subsidiary of a parent of the Company. Control means exercising authority over the management, business policies, and operations of the business entity.

"Company Default" is defined in Section 6.01(B).

"Company Objectives" means (1) the acquisition, expansion, construction, equipping, and Operation of the Manufacturing Establishment, (2) the making of anticipated Capital Expenditures; (3) the creation and maintaining of Required Annual Jobs and (4) the payment of Required Annual Payroll.

"Contract Monitor" is defined in Section 7.01(A).

"Default" has the meaning set forth in Article VI.

"Default Payment" means the amount of money, if any, paid by Company to the Local Governmental Entities in the event of a Default as provided in Article VI.

"Effective Date" is the date of execution of this Agreement by the Secretary.

"Exemption" means the exemption from ad valorem taxation provided for manufacturing establishments in Article VII, Section 21(F) of the Louisiana Constitution of 1974 with specific regard to the Project.

"Exemption Contract(s)" means the contract(s) entered into by the Board, the Company, and approved by the Governor memorializing the Exemption for the Project and specifying the terms thereof and to which this Agreement shall be Exhibit A to each such contract.

"Exemption Period" means the number of years of Exemption provided in accordance with the Rules and further set forth in Section 4.01(C), and shall begin January 1 of the first Project Year after which the Project becomes Operational or completes construction. The Exemption Period for the Project shall not be longer than 10 years -- no more than 5 years initially and an additional 5 years if the Exemption is renewed.

"Governor" means the Governor of the State of Louisiana.

"ITEP" means the Industrial Ad Valorem Tax Exemption Program administered by LED to implement the exemption from ad valorem taxation provided for in Article VII, Section 21(F) of the Louisiana Constitution of 1974.

"Jobs" means positions of employment that are:

- (1) new (not previously existing in the State);
- (2) permanent (without specific term);
- (3) full-time (working a minimum of 30 hours or more per week);
- (4) employed directly by the Company, a Company Affiliate, or a Qualified Contractor;
- (5) based at the Manufacturing Establishment; and
- (6) filled by a United States citizen who is domiciled in Louisiana or who becomes domiciled in Louisiana within 60 days of employment; and
- (7) offering a Basic Health Care Benefits Plan.

Jobs shall not include:

- (1) jobs transferred to the Manufacturing Establishment from within the State by the

- Company, a Company Affiliate, or a Qualified Contractor, unless back-filled to result in a net job gain within the State;
- (2) jobs transferred from other Louisiana-based employment as a result of the Company, a Company Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets, unless back-filled to result in a net job gain within the State; or
 - (3) jobs performing contract services for the State of Louisiana or any of its agencies.

"LED" means Louisiana Department of Economic Development.

"Legislature" means the Legislature of the State of Louisiana.

"Local Governmental Entities" with regard to St. James Parish, means the parish governing authority, school board, and sheriff, as well as any municipality in which the Manufacturing Establishment is or will be located.

"Manufacturing Establishment" means the location for the Project, as described in the ITEP application for the Project, for the manufacturing of finished product(s) to be placed by Company into the stream of commerce.

"Operation" or "Operational" means the commercial utilization of the Manufacturing Establishment, if new, or of the addition, rehabilitation or restoration of the Manufacturing Establishment for which the Exemption is granted.

"Payroll" means payment by the Company, a Company Affiliate or Qualified Contractor to its employees for Jobs, exclusive of benefits and defined as wages under Louisiana Employment Security Law (La. R.S. 23:1472(20)), during a Project Year, except that with regard to Jobs employed directly by a Qualified Contractor, Payroll shall not include any fees, mark-up, profit margins or similar payments by the Company or a Company Affiliate to a Qualified Contractor.

"Project" means Company's acquisition or expansion, construction, improvement, equipping and Operation of the Manufacturing Establishment as further described in the Recitals.

"Project Year" means each twelve-month period, beginning on January 1 and ending on December 31 of each year identified in Section 4.02(B).

"Qualified Contractor" means a business entity other than Company or Company Affiliate, acting pursuant to an agreement with the Company or Company Affiliate regarding the Project.

"Required Annual Jobs" is the number of Jobs required to be met by the Company pursuant to Section 4.02, during a Project Year.

"Required Annual Jobs and Payroll" refers, collectively, to Required Annual Jobs and Required Annual Payroll.

"Required Annual Payroll" is the amount of Payroll required to be met by the Company pursuant to Section 4.02 for Jobs.

“Rule(s)” mean the rules promulgated by the Board as Chapter 5 of Title 13 of the Louisiana Administrative Code.

“Secretary” means the Secretary of the Louisiana Department of Economic Development.

“State” means the State of Louisiana.

ARTICLE II AUTHORITY

Section 2.01 LED Authority

LED is granted authority under the provisions cited above to enter into agreements with public and private associations or corporations for a public purpose.

Section 2.02 Company Authority

A duly executed resolution or other evidence of the authority of the Company to enter into this Agreement and to carry out the commitments made herein, and the authority of the undersigned representative to execute this Agreement and any other documents required thereby on behalf of the Company, certified by the secretary or other authorized representative of the Company, is attached hereto as Exhibit 1.

Section 2.03 Other Approvals

This Agreement is not effective until signed by all Parties.

ARTICLE III REPRESENTATIONS

The Parties have all the requisite power and authority to enter into this Agreement and to carry out the terms hereof; and the persons signing this Agreement have the authority to execute this Agreement as authorized representatives, and to bind the Parties to all the terms of this Agreement.

This Agreement has been duly authorized, executed, and delivered by the Parties and upon receipt of the approvals described herein will constitute a legal, valid, and binding obligation of the Parties, enforceable in accordance with its terms.

Parties have taken or will take all necessary and proper action to authorize the execution, issuance, and delivery of this Agreement and any other documents required by this Agreement, and the performance of its obligations under this Agreement.

The execution of this Agreement and any other documents required by this Agreement as well as the performance by the Parties of their respective obligations hereunder are within the Parties respective powers and will not violate any provisions of any law, regulation, decree, or governmental authorization applicable to them.

ARTICLE IV

OBLIGATIONS

Section 4.01 LED Obligations

(A) LED enters into this Agreement for the purposes of providing the terms and conditions for Company's receipt of the Exemption in the manner and for the purposes provided for by the Board and the Governor.

(B) Upon execution of this Agreement, LED will recommend to the Board that the Company receive the Exemption for the Project under the terms and conditions hereinafter set forth as required by the Rules, and this Agreement shall be Exhibit A to each Exemption Contract among the Board and Company upon approval by the Governor.

(C) LED will make the following recommendation to the Board for the Company, subject to the Company's adherence to its objectives hereunder and in accordance with the terms and conditions of this Agreement and ITEP Rules with respect to the limitation or cancellation of an Exemption Contract in the event of the Company's non-performance of its objectives hereunder: (1) an 80% exemption from ad valorem taxes for the initial Exemption Contract of 5 years and (2) an 80% exemption from ad valorem taxes for the renewal Exemption Contract of 5 years with the express understanding that Company's compliance with and performance of the Company's Objectives hereunder shall be a consideration as to the renewal of the Exemption.

Section 4.02 Company Objectives

(A) Commencement of Operation. The Company has proceeded with commercially reasonable due diligence to construct the Manufacturing Establishment and commence Operation by April 30, 2021, as described in the ITEP application form filed for this Project. During the construction period, Company projects that it will expend approximately \$227,718,297.00 in Capital Expenditures and that the Project will provide approximately 150 full time equivalent construction jobs as well as the creation of Jobs, including 0 Jobs by a Qualified Contractor. Upon commencement of Operation and fulfillment of the foregoing representations, Company shall provide the Required Annual Jobs and Payroll as set forth in Section 4.02(B).

(B) Operation of the Manufacturing Establishment: Required Annual Jobs and Payroll. During each Project Year thereof, the Company anticipates creating and maintaining Required Annual Jobs and Payroll at the Manufacturing Establishment as follows:

Project Year	Required Annual Jobs	Required Annual Payroll
2022	15	\$1,200,000.00
2023	15	\$1,200,000.00
2024	15	\$1,200,000.00
2025	15	\$1,200,000.00
2026	15	\$1,200,000.00
2027	15	\$1,200,000.00
2028	15	\$1,200,000.00
2029	15	\$1,200,000.00

2030	15	\$1,200,000.00
2031	15	\$1,200,000.00

(C) Jobs and Payroll Creation. Any Jobs and corresponding Payroll created by Company after it files the Advance Notification for the Project shall be considered as having been created during the first Project Year.

(D) Project Year Adjustment. To the extent Company does not commence Operation on or before the anticipated date identified in Section 4.02(A), Project Years will adjust accordingly, but for no more than two years.

(E) Other State Incentives. To the extent that Company may receive any other incentives administered by LED directly for any Required Annual Jobs or Payroll, it shall have no bearing on this Agreement.

(F) Louisiana Preference. To the extent allowed by law, and insofar as is feasible and practicable, the Company agrees to use reasonable commercial efforts to give preference to Louisiana manufacturers, suppliers, vendors, contractors, and subcontractors in connection with equipping the Manufacturing Establishment and purchasing material and supplies to support Operation, provided such entities are competitive in price, quality, and delivery.

ARTICLE V ASSIGNMENT AND TRANSFER

Assignment or Transfer of the Manufacturing Establishment or any part of an Exemption Contract shall be governed by Section 535 of the Rules pertaining to the "Sale or Transfer of Exempted Manufacturing Establishment."

ARTICLE VI DEFAULT AND RENEWAL CONSIDERATION

Section 6.01 Default

(A) State Default. The failure by the Board, the Local Governmental Entities or the Governor, to approve the Exemption for the Company in the manner provided by the Rules, constitutes a default under this Agreement. Upon the occurrence of such default, Company is relieved of all obligations hereunder and this Agreement shall automatically terminate without any further remedy to or obligation imposed upon Company.

(B) Company Default. The occurrence of any of the following actions during the term of an Exemption Contract shall constitute a Company Default with a corresponding remedy:

(1) Operation does not commence within a 2-year period beginning on the date identified in Section 4.02(A), in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules.

(2) Cessation of Operation, in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules;

(3) Assignment of this Agreement, or transfer of ownership of or controlling interest in the Manufacturing Establishment, the Company, or substantially all of its assets, other than as permitted under Article V, in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules;

(4) Failure to satisfy 90% of either or both of the Company's Required Annual Jobs and Payroll under Section 4.02 of this Agreement upon which LED shall give notification to the Company and the Local Governmental Entities, which entities will make a recommendation to the Board on whether to terminate the Exemption Contract for the Company or otherwise alter the terms of the Exemption, including the length of the exemption period and/or the percentage of the exemption. The recommendation of the Local Governmental Entities shall then be submitted to the Board for consideration and/or action. This provision shall be applicable for each Project Year in which the Company fails to satisfy the requirements of this paragraph as provided herein irrespective of any prior decision of the Board to continue the Exemption Contract under the terms provided.

Alternatively, the Local Governmental Entities and the Company may forego the recommendation to the Board required by this section if the Local Governmental Entities agree that the Company shall pay and the Company actually makes a Default Payment to each of the Local Governmental Entities in an amount agreeable to both the Local Governmental Entities and the Company, in which case the terms of the Exemption Contract shall remain the same.

(C) Renewal Consideration. Upon Company's application for a renewal of the Exemption, Company's non-performance of this Agreement shall be considered by the Board in the manner provided by the Rules.

Section 6.02 Delay or Omission

No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach of this Agreement by any other Party shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition herein or therein contained.

Section 6.03 Force Majeure

(A) Upon occurrence of an event of Force Majeure, the affected Party shall have the right, but not the obligation, to declare a Force Majeure period, by giving written notice of such event and declaration to the other Parties within 30 days of such occurrence. Time being of the essence, the affected Party shall make every reasonable effort to give such notice as soon as possible, but in any event notice must be given within 30 days of the occurrence.

(B) The Force Majeure period shall continue from the date of such notice until the effects of such Force Majeure are removed, remedied, repaired, or otherwise no longer prevent performance of a Party's obligations hereunder. During the Force Majeure period, the obligations of the Parties under this Agreement shall be suspended, and the relevant deadlines and time periods under this

Agreement shall be extended to the extent of such suspension. In any event, no Force Majeure period arising from a single event of Force Majeure shall be deemed to exist for longer than 2 years from the date of such notice, and the aggregate Force Majeure period during the term of this Agreement shall not exceed two years.

(C) The affected Party must proceed with due diligence to effect repairs or undertake efforts to remedy or mitigate the effects of a Force Majeure event, and within 60 days of the occurrence of the event of Force Majeure shall provide the other Parties a report showing the efforts made and to be made to remedy or mitigate the effects as well as a timetable to return to full performance.

Section 6.04 No Other Damages.

No party shall have the right to recovery against any other party of any damages of whatever nature, including compensatory, consequential, punitive, or otherwise, arising from or relating to any act or omission deemed to be a breach of this Agreement or fault of any party other than the remedies expressly set forth in this Article.

**ARTICLE VII
REPORTS; AUDIT**

Section 7.01 Contract Monitoring

The Secretary of LED or his designee will designate, and may change from time to time, one or more persons on his staff to act as Contract Monitor for the Project, to act as LED's representative and liaison between LED and the Company, and to monitor the achievement of the Company Objectives.

Section 7.02 Annual Certification of Compliance

By the last day of the fourth month following the end of each Project Year ("Deadline"), and subject to one request by the Company for a reasonable extension of time of no more than 60 days if made, in writing, before the Deadline, the Company shall deliver to LED a Certification of Compliance with the Company Objectives under this Agreement, including specific verification of the creation and maintenance of Required Annual Jobs and Payroll. The Certificate of Compliance shall be in the general form of Exhibit 2 attached hereto and shall be accompanied by the additional materials referenced therein. All original documentation supporting the Certification of Compliance shall be maintained by the Company as required by the Rules. Failure to timely submit the annual Certification of Compliance may result in LED reporting to the Local Governmental Entities a failure to satisfy Required Annual Jobs and Payroll per Section 6.01(B)(4).

With regard only to the first Project Year referenced in Section 4.02(B), the Company shall deliver to LED the Certification of Compliance either within the time delay referenced in the prior paragraph or 90 days following the date that LED submits the Exemption Contract to the Company for execution, whichever is later.

Section 7.03 Audit

LED shall have such rights to compel an investigation at any time during the effectiveness of this Agreement as provided in Section 531 of the Rules pertaining to inspections.

Section 7.04 Reporting Rules Applicable

Nothing provided in this Section shall relieve Company of any additional reporting requirements provided by the Rules.

**ARTICLE VIII
TERM**

The Term of this agreement shall extend from the Effective Date until the end of the Exemption Period.

**ARTICLE IX
MISCELLANEOUS**

Section 9.01 Non Discrimination

Company agrees to abide by the requirements of the following laws, as amended and as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and the Americans with Disabilities Act of 1990. Company agrees not to discriminate in their employment practices in Louisiana, and, to the extent required by law and Executive Order, will render services in Louisiana without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

Section 9.02 Captions

The captions or headings in this Agreement are for convenience only and do not define or limit the scope or extent of this Agreement.

Section 9.03 Counterpart

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same Agreement.

Section 9.04 Choice of Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

Section 9.05 Jurisdiction and Venue

The 19th Judicial District Court in the Parish of East Baton Rouge, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement; and the Parties hereto submit themselves to the jurisdiction of said court in the event of any legal proceedings in connection with this Agreement.

Section 9.06 Further Assurances

From time to time hereafter, the Parties shall execute and deliver such additional instruments, certificates, or documents and take all such actions as another Party may reasonably request for the purpose of fulfilling the Parties' obligations hereunder.

Section 9.07 Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered to the address(es) set forth below, or to such other address as may be designated by such Party in written notice to the other Party.

To LED:

Don Pierson, Secretary
Louisiana Department of Economic Development
P. O. Box 94185; Baton Rouge, LA 70804-9185 (USPS mail)
11th Floor, 617 North 3rd Street, Baton Rouge, LA 70802-5239 (Delivery)
Telephone: (225) 342-3000

To the Company:

Property Tax Department
Praxair, Inc.
10 Riverview Drive
Danbury, CT 06810
203-837-2176
Tamara_Volmer@praxair.com

Section 9.08 Amendment

This Agreement may be amended only upon the written consent and approval of all Parties.

Section 9.09 Rules Prevail

To the extent any provision of this Agreement, after reasonable construction so as to give meaning to all provisions of this Agreement and the Rules, conflicts with the Rules promulgated by the Board, the Rules of the Board prevail.

IN WITNESS WHEREOF, this Agreement has been signed in quadruplicate originals by the undersigned duly authorized representatives, in the presence of the undersigned competent witnesses, on the dates indicated below.

WITNESSES:

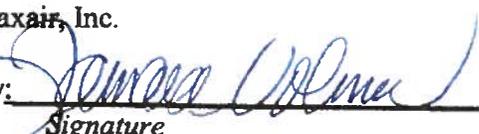
(1) 
Signature

David Malson
Printed Name

(2) 
Signature

Kaitlyn Robinson
Printed Name

Praxair, Inc.

By: 
Signature

Tamara Volmer
Printed Name

Title: Tax Director

Date: 12/6/2019

WITNESSES:

LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT

(1) Frank Faubus
Signature

Frank Faubus
Printed Name

By: Don Pierson
Don Pierson, Secretary of Anne Villa,
Undersecretary

Date: 12/12/2019

(2) Hud Usic
Signature

Hud Usic
Printed Name

LED CONTRACT MONITOR

Kristin Cheng
Signature

Kristin Cheng
Printed Name

**PRAXAIR, INC.
ASSISTANT SECRETARY'S CERTIFICATE**

I, Anthony M. Pepper, Assistant Secretary of PRAXAIR, INC., a corporation organized and existing under the laws of the State of Delaware, DO HEREBY CERTIFY that the following is a true and correct copy of resolutions duly adopted by the Board of Directors of said Corporation in a Unanimous Consent of Directors dated June 24, 1992, and that said resolutions are still in full force and effect:

*RESOLVED, that the Chairman, the Chief Executive Officer, the President, any Vice-President, the Chief Financial Officer, the Treasurer, the Secretary, any Assistant Treasurer or any Assistant Secretary of the Corporation is authorized, in the name and on behalf of the Corporation, to execute and deliver any contract, agreement or document, to enter into any commitment or obligation, or to take or do or cause to be taken or done any action or thing, for the conduct of the business of the Corporation in the ordinary course thereof; and be it further

RESOLVED, that the Chief Executive Officer or the President of the Corporation is authorized to appoint executives of a business, division or department of the Corporation, to designate their titles, to fix their compensation, and to prescribe their duties; and be it further

RESOLVED, that the President, or any Vice-President of the Corporation responsible for a business, division or department of the Corporation is authorized to appoint other agents and employees for such component, to designate their titles, if any, to fix their compensation, and to prescribe their duties; and be it further

RESOLVED, that any officer or manager referred to above is authorized to designate in writing one or more employees or representative to do any act or thing which said officer or manager is authorized to do pursuant to the foregoing resolutions; and be it further

RESOLVED, that any person dealing with the Corporation may conclusively rely on a certificate from the Secretary or an Assistant Secretary of the Corporation or on an opinion from an attorney employed by or otherwise representing the Corporation that an officer, manager or other person is authorized to act for the Corporation in a particular matter."

I DO HEREBY FURTHER CERTIFY that Tamara Volmer, Director of Sales and Use Tax is fully authorized to complete, execute and deliver on behalf of Praxair, Inc., any and all lease schedules, exhibits, addenda, certificates, riders, and other documents and instruments necessary to execute the Incentive agreement between the State of Louisiana, the Louisiana Department of Economic Development and Praxair, Inc.

AND I DO HEREBY FURTHER CERTIFY, pursuant to the foregoing and solely for the purposes indicated therein, that the signature set forth below opposite her name is Tamara Volmer's true and correct signature:

Tamara Volmer



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said PRAXAIR, INC. this 9th day of December 2019.



Assistant Secretary



EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Contract Number for the Project: _____ **Reporting Period:** _____

Company Name: Praxair, Inc.

Project Physical Address: _____

1. Operation of the assets related to this project/phase:
- Commenced, as of date _____ and continues to date.
 - Has not commenced or has ceased Operation

If Company has ceased Operation, please explain: _____

2. Capital Expenditures made as of _____ (Date) : Amount _____.

3. Required Annual Jobs: _____

4. Required Annual Payroll: _____

5. Has the Company offered a Basic Health Benefits Plan for this Project Year for new Jobs?
Yes No

6. Are any Jobs at the Manufacturing Establishment attributable to:
- a. Jobs transferred from any other location within the state by the Company, Company Affiliate or a Qualified Contractor? Yes No
 - b. Jobs transferred from any other Louisiana-based employment as a result of the Company, Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets? Yes No
 - c. If yes to either a. or b. above, were those Jobs backfilled resulting in a neutral job gain (or neutral job count if retaining Jobs) within the State? Yes No

If the answer to 6.c. is "No", please explain: _____

7. Upload this Certification of Compliance with original signatures via Fastlane. The following additional materials must accompany this certification. Use the most current updated prescribed forms and spreadsheets found on the Fastlane Document Checklist:
- ITE Employment Baseline Calculation Worksheet – (only required the first year of reporting).
 - A sortable and unlocked version of the ITE Annual Compliance Report (ITE ACR).
 - Copies of all quarterly wage reports (ES-4's/SUTA) and Multi Worksite Reports (if applicable) filed with the LA Workforce Commission for the same filing period.

CONTACT TYPE (circle one): Business Consultant Other

Contact Person:

Name: **Tamara Volmer**

Title: **Tax Director**

Mailing Address: **Property Tax Department**

Mailing Address 2: **10 Riverview Dr., Danbury, CT 06810**

Phone Number (Include extension): **203.837.2176**

Email Address: **tamara_volmer@praxair.com**

CERTIFICATION

(Must be executed by a key employee of the Company—executive or senior level officer, project site manager, or equivalent rank)

I hereby certify that the Industrial Tax Exemption project identified in this document with the above referenced number and additional materials meet all of the requirements and applicable regulations. I hereby certify that the information provided in this document and additional materials is true and correct to the best of my information and belief after reasonable inquiry. And I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing of false public records (R.S. 14:133) and/or forfeiture of any exemptions approved under this program. I understand that application and information submitted with it shall not be returnable to the applicant.

Original Signature

Printed Name & Title

Date