



# St. James Parish Council

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## PUBLIC NOTICE NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the following entitled ordinance was introduced at a regular meeting of the Parish Council of the Parish of St. James, State of Louisiana, on November 5, 2025, and laid over for publication of notice:

### **PROPOSED ORDINANCE 25-26** **ST. JAMES PARISH COUNCIL**

#### **AN ORDINANCE GRANTING TO ENTERGY, LA, LLC. THE RENEWAL OF A FRANCHISE IN ST. JAMES PARISH**

**WHEREAS**, Granting to Entergy, Louisiana, LLC, its successors and assigns, the franchise, right and privilege, for an initial term of thirty (30) years from the date of the adoption hereof, and which shall automatically renew for an additional thirty (30) year term unless terminated by either party by providing written notice at least twelve (12) months prior to the termination of each term, to supply, in such manner as it deems best, electric power and energy throughout the Parish of St. James, Louisiana, and to the inhabitants thereof, or to any person, firm, or corporation, and the right to acquire, construct, operate, and maintain such plants, structures, transmission lines, distribution systems, and equipment as may be useful or necessary for the generation, production, transportation, distribution, and/or sale of electric power and energy throughout the Parish of St. James, Louisiana, and the right to erect, operate, and maintain poles, masts, supports, wires, cables, transmission lines, conduits, conductors, substations distribution systems, and any and all other appliances useful or necessary for the transportation and/or distribution and/or sale of electric power and energy on, over, under, along, upon, and across all of the present and/or future streets, roads, highways, alleys, and public places of the Parish of St. James, Louisiana, not within the limits of any incorporated city, town or village, and the right to repair, replace, or remove same, or any portion thereof, and the right to connect any such transmission line or distribution system to any other transmission line or distribution system for the purpose of transporting electric power and energy into, through, or beyond the boundaries of the Parish.

**SECTION 1. BE IT ORDAINED**, by the Parish of St. James, Louisiana, in regular session duly convened, that the Parish of St. James, Louisiana, hereinafter called the "Parish," grants and there is hereby granted to Entergy Louisiana, LLC, its successors and assigns, hereinafter called "Company," in addition to the rights and privileges presently in effect and enjoyed by the Company, a franchise, right, and privilege, from date of the adoption hereof, to supply electric power and energy throughout the Parish of St. James, Louisiana, and to the inhabitants thereof, or to any person, firm, or corporation, in such manner and from such sources as the said Company deems best, and the right to acquire, construct, operate, and maintain such plants, structures, transmission lines, distribution systems, and equipment as may be useful or necessary for the generation, production, transportation, distribution, and/or sale of electric power and energy throughout the Parish of St. James, Louisiana, and the right to erect, operate, and maintain poles, masts, supports, wires, cables, transmission lines, conduits, conductors, substations, distribution systems, and any and all other appliances useful or necessary for the transportation and/or distribution and/or sale of electric power and energy on , over, under, along, upon, and across all of the present and/or future streets, roads, highways, alleys, and public places of the Parish of St. James, Louisiana, not within the limits of any incorporated city, town or village, and the right to repair, replace, or remove same, or any portion thereof, and the right to connect any such transmission line of distribution system to any other transmission line or distribution system for the purpose of transporting electric power and energy into, through, or beyond the boundaries of the Parish.

**SECTION 2. BE IT FURTHER ORDAINED**, that this Franchise is granted upon and subject to the following provisions:

1. This Franchise, so far as it applies to the use of any state highway for the purposes herein specified, shall be without effect without the written consent and approval of the Louisiana State Highway Engineer, and no work shall be undertaken by the Company on any state highway without the written consent of the State Highway Engineer in accordance with the provisions of revised statute 33:4362.

2. In constructing, operating, or maintaining its properties the Company shall not unnecessarily or unreasonably impair, obstruct or damage the streets, roads, highways, alleys, sidewalks, and public grounds, and the Company shall, at its own expense, without unreasonable delay, make all necessary repairs to remedy any damage or remove any obstruction caused by its operations hereunder.

3. The Company shall use reasonable precautions to avoid damage or injury to persons or property and shall hold and save harmless the parish from all damages, losses, or expense caused by the negligence of the Company, its agents or employees, while exercising any of the rights herein granted.

4. The Company shall comply with all parish land use and permitting ordinances in effect now and at any time in the future of the term of this agreement which may govern the construction, operation, and maintenance of such plants, structures, transmission lines, distribution systems, and equipment. Granting of the rights and privileges herein shall in no way be construed to supersede any parish land use or permitting requirements in effect.

5. Upon execution and acceptance of this agreement, the Company shall delivery to the parish as-built maps in electronic format, which shall meet the requirements specified by the parish's GIS department, of all existing infrastructure subject to the terms of

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this agreement including poles, masts, lights, supports, wires, cables, transmission lines, conduits, conductors, substations, distribution systems, and any and all other appliances upon public spaces, and which shall be corrected, maintained and updated throughout the term of the agreement with updates provided to the parish time to time thereafter.

SECTION 3. **BE IT FURTHER ORDAINED**, that at any time after the adoption of this Ordinance the Parish may, upon the adoption of an appropriate Ordinance and in accordance with the laws of the State of Louisiana (the “Fee Ordinance”) and twelve (12) months’ notice to the Company, may require that the Company pay to the Parish a sum of money equal up to five percent (5%) of the gross receipts of the Company from the sale of electric service at retail for residential and commercial purposes within the unincorporated areas of St. James Parish (the “Franchise Fee”), subject to the following provisions:

1. The Franchise Fee shall not be calculated based upon or including the gross receipts from the sale of electric service to the Parish, any governmental agencies, or to any sale for industrial purposes or for resale within the unincorporated areas of St. James Parish.
2. In no event shall the Parish have the right to institute a Franchise Fee in an amount in excess of five (5%) percent or such other amount as may be established as a limitation on the application of the provisions set forth in title 33, section 4510 of the Louisiana Revised Statutes or any successor statute regarding the recovery of franchise fees.

SECTION 4. **BE IT FURTHER ORDAINED**, etc., that the Parish shall make, adopt, and enforce all ordinances necessary to protect the property and property rights of the Company owned and operated under this Franchise, and the Parish will not in any way interfere with the full legal use by the Company of the property which it now maintains or may hereafter maintain in the Parish.

SECTION 5. **BE IT FURTHER ORDAINED**, etc., that this Ordinance, the public health and welfare and the public necessity requiring it, shall take effect from and after its adoption.

SECTION 6. **BE IT FURTHER ORDAINED**, etc., that this Franchise shall be for an initial term of thirty (30) years from the date of the adoption hereof, and which shall automatically renew for an additional thirty (30) year term unless terminated by either party by providing written notice at least twelve (12) months prior to the termination of each term.

SECTION 7. **BE IT FURTHER ORDAINED**, etc., that nothing in this Franchise shall be construed as superseding, repealing, canceling, modifying, or in any way affecting any of the rights enjoyed by Entergy Louisiana, LLC, under that certain franchise granted by Ordinance No. \_\_\_\_\_, adopted by the St. James Parish Police Jury on the 9<sup>th</sup> day of November, 1926 and amended on the 4<sup>th</sup> day of January, 1927, and said franchise is hereby recognized as continuing in full force and effect in accordance with its terms.

SECTION 8. **BE IT FURTHER ORDAINED**, that Entergy Louisiana, LLC shall file with the Parish of St. James Entergy Louisiana, LLC’s written acceptance of this ordinance not later than three (3) months from the date of its passage.

**BE IT FURTHER ORDAINED**, this ordinance shall become effective immediately upon signature of the Parish President.

**NOTICE IS HEREBY, FURTHER, GIVEN** that the Parish Council of said Parish will meet at 6:00 p.m. on Wednesday, November 19, 2025, in the Council Chambers of the Parish Courthouse Annex, 2631 Hwy 20, Vacherie, LA at which time there will be a public hearing on the adoption of the aforesaid ordinance.

s/ Ryan Louque

Chairman

s/Linda Hubbell

Secretary

***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.*

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