

NOT DESIGNATED FOR PUBLICATION

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

NO. 2012 CA 0734

IBERVILLE PARISH GOVERNMENT

VERSUS

THE LOUISIANA MUNICIPAL NATURAL GAS
PURCHASING AND DISTRIBUTION AUTHORITY

Judgment Rendered: December 21, 2012.

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On Appeal from the
18th Judicial District Court
In and for the Parish of Iberville
State of Louisiana
Trial Court No. 69,783

The Honorable William C. Dupont, Judge Presiding

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Phil Breaux
St. Gabriel, Louisiana

Attorney for Appellee,
Iberville Parish Government

James C. Percy
Boyd A. Bryan
David P. Borghardt
Caroline H. Parenton
Baton Rouge, Louisiana

Attorneys for Appellant,
Louisiana Municipal Natural
Gas Purchasing and Distribution
Authority

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BEFORE: CARTER, C.J., GUIDRY AND GAIDRY, JJ.

CARTER, C.J.

This is an appeal of a summary judgment granted in favor of Plaintiff, Iberville Parish Government (“Iberville”). For the following reasons, we dismiss the appeal.

FACTS AND PROCEDURAL HISTORY

The Louisiana Municipal Natural Gas Purchasing and Distribution Authority (“LMGA”) entered into three separate agreements with Iberville, (1) a 1990 Gas Supply Agreement (“1990 Agreement”), (2) a June 16, 2006 Pre-Paid Natural Gas Supply Agreement (2006 Pre-Paid Agreement”), and (3) a June 16, 2006 Gas Supply, Transportation, Storage, and Load Management Agreement (“2006 Gas Supply Agreement”). Iberville filed a declaratory judgment requesting the court to declare that the 1990 Agreement and the 2006 Gas Supply Agreement do not require Iberville to buy gas from LMGA that Iberville intends to sell to industrial customers, as opposed to residential and commercial customers.

Iberville subsequently filed a motion for summary judgment requesting that the trial court declare that Iberville is not required to purchase future gas supplies from LMGA that is intended to be resold to industrial customers. In response to the motion for summary judgment, LMGA filed an opposition, claiming: (1) that the 2006 Pre-Paid Agreement required Iberville to purchase a portion of its natural gas requirements on a firm basis up to the quantities specified in the agreement; and (2) that the 2006 Gas Supply Agreement required Iberville to purchase all of its gas supply requirements in excess of the natural gas provided pursuant to the 2006 Pre-Paid Agreement.

After a hearing, the trial court signed a judgment granting Iberville’s motion for summary judgment. It is from this judgment that LMGA appeals.

LAW AND ANALYSIS

Appellate courts have the duty to determine *sua sponte* whether their subject matter jurisdiction exists, even when the parties do not raise the issue. *Gaten v. Tangipahoa Parish School System*, 11-1133 (La. App. 1 Cir. 3/23/12), 91 So. 3d 1073, 1074. Under Louisiana law, a final judgment is one that determines the merits of a controversy in whole or in part. La. Code Civ. Proc. Ann. art. 1841. “A judgment is the determination of the rights of the parties in an action and may award any relief to which the parties are entitled.” *Id.* A final judgment must be identified as such by appropriate language. La. Code Civ. Proc. Ann. art. 1918. A valid judgment must be precise, definite, and certain. *Laird v. St. Tammany Parish Safe Harbor*, 02-0045 (La. App. 1 Cir. 12/20/02), 836 So. 2d 364, 365. A final appealable judgment must contain decretal language, and it must name the party in favor of whom the ruling is ordered, the party against whom the ruling is ordered, and the relief that is granted or denied. *Gaten*, 91 So. 3d at 1074. These determinations should be evident from the language of a judgment without reference to other documents in the record. *Laird*, 836 So. 2d at 366.

The September 30, 2011 judgment signed by the trial court states, “IT IS ORDERED, that the Motion for Summary Judgment filed by petitioner, Iberville Parish Government, against The Louisiana Municipal Natural Gas Purchasing And Distributing Authority, is hereby GRANTED.” The judgment grants Iberville’s motion for summary judgment but does not specify what relief is granted. It is not evident from the judgment that the trial court intended to dispose of all the claims raised. In the absence of decretal language, the judgment before us is defective and cannot be considered as a “final judgment.” *Gaten*, 91 So. 3d at 1074. In the absence of a final judgment, this court lacks jurisdiction to review this matter. *Id.*

CONCLUSION

For the foregoing reasons, the appeal of the judgment of the trial court granting Iberville Parish Government's motion for summary judgment is dismissed. Costs of this appeal are assessed to Iberville Parish Government and The Louisiana Municipal Natural Gas Purchasing and Distribution Authority to be shared equally.

APPEAL DISMISSED.