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**Service Regulations Applicable to  
Electric and Gas Service  
by Entergy New Orleans, LLC**

**Approved per  
Council Resolution R-17-228**

*Supersedes Service Regulations Approved April 7, 2016*

*per Council Resolution R-16-105*

*Entergy New Orleans, LLC*

# Service Regulations Applicable to Electric and Gas Service by Entergy New Orleans, LLC

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## **Service Regulations Applicable to Electric and Gas Service by Entergy New Orleans, LLC**

**1. Purpose of Service Regulations.** These Service Regulations are prescribed to govern and facilitate the rendering of safe and reliable electric and gas Service by Entergy New Orleans, LLC (herein referred to as “ENOL” or “Company”) and the manner in which the Company provides such Service. These Service Regulations are necessary to achieve a clear understanding of the obligations of all parties to the business relations of the Company with its electric or gas Customers. These Service Regulations have been approved by the Council of the City of New Orleans (“Council”) in its capacity as the governmental body authorized by the Home Rule Charter of the City of New Orleans to exercise regulatory control over rates, charges and the provision of utility service within the City of New Orleans and are a part of the Company’s Contract with each Customer and are part of the Company’s Rate Schedules. To the extent these Service Regulations not inconsistent with a particular Rate Schedule approved by the Council they are as much a part of such Rate Schedule as if repeated therein. These Service Regulations shall supersede any previous Service Regulations or policies under which the Company has supplied electric or gas Service. These Service Regulations are available at the Company’s Customer Care Centers, New Orleans Public Libraries, and can be viewed at the Company’s website: [www.entergy-neworleans.com](http://www.entergy-neworleans.com).

**2. Definitions of Terms.** In Rate Schedules, Service Agreements, Customer Installation Standards, these Service Regulations and elsewhere in the expression of facts relating to the Service, it is necessary or convenient to use technical and other terms and abbreviations of terms. For the purposes of these Service Regulations the definitions stated herein shall apply. Whenever terms or

abbreviations not defined herein are used, the meaning commonly understood in the industry will apply. The following expressions when used in these Service Regulations, in Rate Schedules, and in Contracts or Service Agreements, shall, unless otherwise indicated, have the meanings given below:

**A. Applicant:** A natural person, firm, partnership, association, limited liability company, corporation, or governmental agency, or any other entity applying for utility service from the Company.

**B. Application:** A request for Service made (via telephone, in person at a one of the Company's Customer Care Centers, or over the internet at the Company's website: [www.entergy-neworleans.com](http://www.entergy-neworleans.com)) by Applicant to the Company whereby the Applicant provides information sufficient for the Company to: verify Applicant's identity and his/her authority to enter a contract for the provision of Service at the requested location; determine what facilities would be necessary for the provision of Service to the Applicant at the requested location; and whether the type of Service being requested is available and can be provided by the Company.

**C. Billing Month:** An interval of approximately thirty (30) days between successive billing dates.

**D. Class of Service (Revenue Classification):** Service intended to be rendered under a particular Rate Schedule. Examples are residential, commercial, industrial, public street and highway lighting, and other sales to public authorities.

**E. Company:** Entergy New Orleans, LLC, its respective officers, agents, employees, successors or assigns.

**F. Company's Installation:** In general, all the piping, wires, appliances, devices, etc., on the Company's side of the Point of Delivery, and such devices as may be installed for metering electric or gas Services and other apparatus and accessories of the Company that may be located on the Customer's side of the Point of Delivery.

**G. Contract/Service Agreement:** The terms of the applicable Rate Schedule(s), these Service Regulations, including the Customer Bill of

Rights as approved by the Council shall constitute and embody the full rights and obligations as between the Company and the Customer. Unless otherwise specified, the terms of a special written agreement between the Company and the Customer shall be supplemental to the rights and obligations established by the applicable Rate Schedule(s), these Service Regulations including the Customer Bill of Rights.



**H. Cost of Alterations, Extensions, Additions, etc.:** The term “cost” when applied to the Company’s property or additions thereto shall include:

- (1) The invoice cost, plus transportation, storage, insurance, and handling expenses, of all material, equipment and incidental supplies used in the work.
- (2) The payroll cost of all labor and direct supervision employed on the work, plus associated employee liability insurance, hospital insurance, payroll taxes, subsistence, retirement benefits, and travel expenses.
- (3) The cost of services performed by a contractor, if used.
- (4) The cost of any required privileges, permits, certificates, easements, servitudes, *etc.*
- (5) The pro-rated cost of expendable tools, safety devices, *etc.*
- (6) The cost, including interest, taxes, insurance, depreciation, operation and maintenance expenses, of equipment used such as air compressors, air drills, hole diggers, ditchers, wagons, trailers, tractors, *etc.*, if owned by the Company and the rental and other charges paid therefore or in connection therewith when not so owned, calculated at a rate per day or hour.
- (7) All direct truck and transportation expense incurred, which shall include insurance, license fees, interest, taxes, depreciation, and operation and maintenance expense charged for at a rate per mile or per hour.
- (8) The cost of engineering, inspecting, testing, general supervision, legal and general office auditing and accounting expense, public liability insurance, injuries and damages during construction and other general administration and overhead expenses.
- (9) The cost of interest and taxes on idle investment solely dedicated to the alteration, extension, or addition during the period from the beginning of the project until it is completed and placed in operation.

**I. Council:** The Council of the City of New Orleans.

**J. Customer:** A natural person, firm, partnership, association, limited liability company, corporation, or governmental agency, or any other entity that has applied for utility Service and whose application has been accepted by the Company.

**K. Customer Bill of Rights:** Those rights as enumerated in Chapter 158 of the City of New Orleans' Code as more specifically enumerated in Article VIII, Sections 158-1041 through 158-1059, as amended.

**L. Customer Complaint and Dispute Resolution Process:** The process and procedures set forth in Chapter 158 of the City of New Orleans' Code Article VIII, Sections 158-1041 through 158-1059, as amended.

**M. Customer's Installation:** In general, all wiring, piping, appliances, devices or apparatus of any kind or character on the Customer's side of the Point of Delivery except the meters, metering devices, and other apparatus and accessories of the Company that may be located on the Customer's side of the Point of Delivery used in providing Service to the Customer.

**N. Customer Installation Standards:** The most recent version of the regulations on file with the Council providing for the physical requirements and configuration of facilities for delivery of electric and/or gas Service to the Point of Delivery (See Appendix A of these Service Regulations). The Customer Installation Standards as amended from time to time and on file with the Council are available at the Company's Customer Care Centers, public libraries, and can be viewed at the Company's website: [www.energy-neworleans.com](http://www.energy-neworleans.com).

**O. Demand:** The rate of use of Service, during or averaged over a stated period, including the variations **Maximum Demand** - the maximum of such rate of use over a stated period of time; **Contract Demand** - the rate of use contracted for, whether used or not; **Billing Demand** - the demand billed or to be billed; each expressed in appropriate units.

**P. Electric Service:** The making available by the Company to the Customer electric power and energy, whether or not actually used by the Customer.

**Q. Gas Pressure for Billing:** Unless otherwise specified, natural gas service for residential Customers is billed at a pressure base of 14.73 PSIA<sup>1</sup> and for all other Customers between 14.73 and 15.2 PSIA. Volumes of gas delivered to Customers authorized by the Company to receive Service at a pressure greater than 15.2 PSIA shall be adjusted for billing purposes to reflect volumes at the higher pressure.

**R. Gas Service:** The making available by the Company to the Customer natural gas, whether or not actually used by the Customer.

**S. Holidays:** New Year's Day, Mardi Gras Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day, or the days on which those holidays are actually observed by the Company. A list of the holidays observed by the Company and the dates upon which they are actually observed shall be posted at the Company's Customer Care Centers and the Company's website: [www.energyneworleans.com](http://www.energyneworleans.com).

**T. Meter:** The meter or meters, accessory devices and any other devices used to measure the power and energy delivered or the gas supplied to a Customer. (A part of Company's Installation).

**U. Normal Work Hours/Business Day:** 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Holidays, unless other work hours are applicable to a specific function or operation. To verify the hours of operation of any functional operation such as: the Company's Customer Care Center hours of operation, which may be modified from time-to-time to meet customer demand, please consult the Company's Phone Centers which operate 24 hours a day, 7 days a week at 1-(800) ENTERGY or visit the Company's website <http://www.energyneworleans.com/>.

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<sup>1</sup> PSIA – Pounds per Square Inch Absolute

**V. Point of Delivery:** The point where the Company's wires or piping connect with those of the Customer (unless otherwise specified in special contract or any supplemental agreement) or where such wires or piping would have been connected in the event, for any reason, such connection shall not have been made.

**W. Prudent Utility Practice:** The practices, methods and acts, which, in the exercise of reasonable judgment in light of the facts (including but not limited to practices, methods and acts engaged in or approved by a significant portion of the utility industry) known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition.

**X. Rate Schedule(s):** The document(s) containing the most recent Council-approved tariffs outlining the terms of billing and rates/charges to be borne and paid by the respective class of customers for the provision of the type(s) of electric and/or gas Service agreed upon by the Company and the Customer.

**Y. Service:** When used alone "Service" means either electric Service or gas service or both.

**Z. Service Diversion (Tampering):** The illegal use of electricity or gas by means of removing metering devices; connecting wires, or other instruments to bypass or retard a meter recording usage for billing; breaking or defacing any seal, locking device, or any other part that makes up the metering device for the purpose of redirecting electricity or gas; preventing or diverting from one location to another a metering device; using a metering device that has not been assigned to that location and has not been installed by the Company; and any other means of tampering with or bypassing a metering device that deprives the Company from receiving proper charges or payment for utility Service.

**AA. Service Drop:** The wires, cables, or conductors connecting the Company's lines with the Customer's Installation. (A part of the Company's Installation, unless otherwise specified.)

**BB. Service Riser:** The gas piping connecting the Company's piping with the Customer's installation. (A part of Company's installation, unless otherwise specified.)

**CC. Temporary Service:** Service for installations not intended to be permanent.

**DD. Year:** Twelve months, or 365 days. The period elapsing from any month and day in a calendar year to the same month and day in the next succeeding calendar year.

**3. Request for Service.** Subject to the provisions of these Service Regulations, and within the territory served by it, the Company will make electric or gas Service available to any Applicant desiring Service of the type for which the Company has a Rate Schedule on file, upon application for Service by the Applicant and the acceptance of such application by the Company. Establishment of an account in the name of the Applicant, together with delivery by the Company of electric and/or gas Service to the requested Service address shall constitute acceptance of an Applicant's Application and agreement by the Company to be bound by the terms and conditions of these Service Regulations in the provision of electric and/or gas Service. The taking of electric and/or gas Service by an individual or entity that has not applied for Service shall constitute agreement on the part of that individual or entity to be bound by the terms and conditions of these Service Regulations and applicable Rate Schedules, including agreement to pay for all Service rendered to the Service location for which an application should otherwise have been made.

Each Class of Service, at each location at which Service is requested, shall be covered by a separate application. There shall be a separate application of the appropriate Rate Schedule(s) for each Service and each Point of Delivery; however, in the event the Company has multiple Service Points of Delivery within a contiguous property, separately metered for the same class of Service, the Company shall add the metered demand and/or energy delivered for billing purposes from each meter pursuant to the applicable Rate Schedule(s).

The Company, at any time, may require adequate identification of any Applicant for Service or of any current Customer. By applying for Service, the Applicant or Customer agrees to pay for all Service rendered to the Service location with respect

to the account in the Applicant's or Customer's name.

Should a Customer commence proceedings under the U.S. Bankruptcy Code, the Company may open a new account for the Customer and treat the Customer as a new Applicant for Service.

The Applicant/Customer shall provide written notification and supporting documentation to the Company of any tax or other exemption to which the Applicant/Customer is entitled.

**4. Availability.** Applications for Service will be accepted by the Company where existing electric facilities of adequate capacity and suitable phase and voltage or existing gas facilities having adequate capacity and pressure are adjacent to the premises and Service will be taken according to the Customer Installation Standards and Service Regulations of the Company. Where existing electric facilities of adequate capacity and suitable phase and voltage or existing gas facilities having adequate capacity and pressure are not adjacent to the premises to be served, the Company may require a contribution by the Customer pursuant to Section 23 to make Service available.

**5. Refusal to Serve Customers.** The Company may decline to serve or suspend the service of an Applicant/Customer (a) that has not complied with government regulations and permitting requirements associated with the provision of utility Service, (b) that has an unpaid account that accrued in the last three (3) years for which the Applicant/ Customer is legally responsible and at time of application remains unpaid and not in dispute through the process and procedures of the Customer Complaint and Dispute Resolution Process, or a court of competent jurisdiction, or (c) whenever any of the following condition(s) exist and have not been satisfied or cured:

- i. Applicant's/Customer's premises have failed to meet established safety or permit requirements associated with taking utility Service. (See Section 9)
- ii. Applicant/Customer has failed to pay deposits, fees, or taxes associated with taking utility Service. (See Section 45)
- iii. Applicant/Customer has failed to provide an installation that is accessible for providing Service, or for servicing the meter at a later date. (See Section 24)
- iv. Where a condition exists that is hazardous to life or property;

- v. For meter tampering, Service Diversion, theft of Service or property, or destruction of property, (See Section 41)
- vi. Upon direction of an appropriate legal or governing body.
- vii. Existence of pending threat(s) of bodily or physical harm made against the Company's property, Company personnel, or agents of the Company, by an Applicant/Customer or agent thereof. A pending threat is deemed to be any threat that has not been resolved by appropriate legal authorities.
- viii. Applicant's/Customer's failure to comply with these Service Regulations or other contractual provisions associated with extension of Service. (See Section 23)
- ix. Applicant/Customer is unable to secure right of way or legal authority necessary to provide Service.
- x. Failure of the Applicant/Customer to provide adequate information necessary to positively identify the Applicant/Customer.
- xi. Where the Applicant/Customer lacks the legal capacity to enter and be bound by a contract, e.g. an unemancipated minor, or where a contractual relationship may not otherwise be established between the Applicant/Customer and the Company.
- xii. During periods where an emergency has been declared by appropriate governmental authorities that can affect the provision of Service and during recovery efforts associated with a man-made or natural disaster.
- xiii. Where the Customer has engaged in the resale of Service. (See Section 11)
- xiv. Where Applicant/Customer applies for a delivery voltage not offered by the Company. (See Section 51)
- xv. Upon direction of the legal property owner, where Service was established or requested without their permission.
- xvi. Where the Applicant/Customer makes fraudulent attempts to acquire Service. (See Section 41)
- xvii. Where the Applicant/Customer is unable to establish proof of authority to obtain Service at a location.
- xviii. Due to an unavoidable inability to secure the appropriate materials and/or resources necessary to provide Service.
- xix. Inaccessibility to the Service location due to problems outside the Company's, Applicant's/Customer's control.
- xx. Failure of the Applicant/Customer to demonstrate ability to operate and/or take Service without creating problems on the Company's electric and/or gas system(s), such as interference with other Customer's or Customers' Service due to unbalanced loads or power quality issues. (See Section 18)
- xxi. Due to expropriation of property by a governmental entity

**6. Change of Name and/or Service Location by Customer.** The Customer who requests a change of Service location shall give advance notice to the Company of such change. The Customer remains responsible for all Service supplied to the prior Service location until such time as the Service is discontinued, such period not to exceed three (3) business days from receipt of notice by the Company of the Customer's request to discontinue Service at such location. The Customer shall ensure that the Company is properly notified of any change in name on the account for which Service should be billed, or of the Customer's request to terminate Service.

**7. Service Agreement and Special Contracts.** Service rendered by the Company to a Customer shall be subject to the provisions of these Service Regulations and the most recently approved applicable Rate Schedule(s) on file with the Council. Following submission of an Application for Service to the Company, the supplying and taking of such Service shall constitute a Contract/Service Agreement between the Customer and the Company. The Company may require a separate contractual relationship for Customers with special investment and/or Service requirements.

**8. Successors and Assigns.** The Customer may not transfer Contract/Service Agreement rights and obligations to another without the express, prior written consent of the Company which consent shall not be unreasonably withheld.

**9. Permits and Inspections.** Whenever, by municipal or other governmental regulation, any inspection certificate or permit approving the Customer's installation is required, such permit or certificate shall be obtained by and at the expense of the Applicant/Customer before Service is made available. The Company may refuse or discontinue Service to any Customer's installation if the Company learns that such permit has been denied, revoked, or has not been obtained. The Company may also refuse or discontinue Service to any Customer's installation it deems unsafe. In no event shall the Company be responsible for any loss or damage resulting from any such defective Customer installation and the fact that the Company has established Service shall not imply its approval of any such installation.

**10. Continuity of Service.** The Company shall use Prudent Utility Practice to provide safe, adequate and continuous Service but shall not be responsible for loss or damage caused by the failure or other defects of Service when such failure is not reasonably avoidable or due to unforeseen difficulties or causes beyond its control.



**11. Use of Service.** The Customer shall use Service only for the purposes stated in the applicable Rate Schedule(s), shall not resell, share or otherwise permit the use of Service by any third party or on the Customer's or any other premises, and shall not use Service from any other source without the written permission of the Company. Such permission shall not be unreasonably withheld provided that all relevant legal and technical standards are met. All equipment, appliances or devices of any description operated by the Customer shall have such characteristics and be so installed, controlled, operated and protected so that their starting, operation, stopping or failure shall not cause violent, rapid or continuous fluctuation in gas flow, or pressure, voltage, current, and/or power factor or cause disturbances on the Company's system or to its Service to other Customers. (For particulars, consult the Company's current Customer Installation Standards.)

**12. Rights-of-Way.** Where line extensions are necessary to effect delivery of Service, the Company shall not be required to make such extensions and/or deliver Service unless and until the Applicant delivers to the Company free of all cost, satisfactory permits, servitude or easements (including minimum underground clearances) granting to the Company, the right to construct, operate, and maintain or remove such extensions across or over any affected private property.

**13. Access to the Customer's Premises.** The Company shall have access, at all reasonable times, to the premises of the Customer for the purpose of installing, testing, reading, inspecting, repairing, replacing, altering, or removing any of its property located on the Customer's premises and for other purposes necessary to enable it to render, or to disconnect Service, or to determine the Customer's compliance with the applicable Rate Schedule(s), Service Regulations, or Special Contracts.

When conditions exist preventing the Company's ability to access its facilities at a Customer's location, the Company shall leave a door hanger at the premises requesting that the Customer contact the Company to make arrangements to resolve the access issue. If the Customer fails to respond to such notification and/or remedy any access issue which prevents the Company from gaining access to its facilities prior to the due date of the Customer's then-current bill, the Customer may be subject to further actions by the Company, such as further bill estimations

(in accordance with Section 27 of these Service Regulations) and/or the potential disconnection of Service (in accordance with Section 14 of these Service Regulations).

Should an access issue exist that prohibits the Company from reading a meter and that results in an estimated bill, the Customer's bill shall indicate clearly and in bold print that the reading was estimated. After three (3) consecutive month's of access problems that result in the Company's inability to access the Customer's meter for billing purposes and results in bill estimations, the Company shall send to the Customer (or its 3<sup>rd</sup> Party designee) through the mail to the last known address of record, a notice which bears the words "IMPORTANT NOTICE" and which informs the Customer that it is imperative that the Company obtain an actual reading in order to prevent further billing estimations should the Company not be able to obtain a reading prior to the next billing date. The notice shall also provide information on how to contact the Company to schedule a visit with a Company representative to remedy the access issue. Such visit shall be scheduled within a four (4) hour window (between the hours of 8 clock a.m. and 12 o'clock p.m. (8:00 - 12:00 noon) or between the hours of 1 o'clock p.m. and 5 o'clock p.m. (1:00 p.m. -5:00 p.m.)) for the purpose of a Company representative obtaining a reading and devising a solution to the access problem. The notice shall further inform the Customer that in order to avoid disconnection of Service, the access issue must be resolved prior to the due date of the Customer's then-current bill.

Once an appointment has been agreed upon with the Customer, the Company shall arrange to meet with the Customer within the four (4) hour window scheduled with the Customer. Should documented conditions exist (e.g., an emergency, outage, storm preparation or restoration) that prohibit the Company from keeping the scheduled appointment, the Company shall contact the Customer as early as practicable to reschedule the appointment. If the Company misses the scheduled appointment, the Company shall place a call to the Customer to reschedule the appointment. In those circumstances where the Company has been unable or failed to keep a scheduled appointment, rescheduled appointments may be rescheduled after Normal Work Hours until 7 o'clock p.m. In the event that the Company fails to keep a scheduled appointment related to an access issue, the Company shall not disconnect the Customer's Service prior to the date of the rescheduled appointment agreed upon with the Customer.

In the event that a Company representative arrives at the Service location and the Customer is not present or available, the representative shall leave a notice indicating the date/time of the visit and requesting that the Customer immediately call the Company to reschedule the appointment. A record of the missed appointment shall be recorded in the Company's database. The Company shall send a follow-up letter to the Customer indicating that an unsuccessful attempt to meet with the Customer was made and requesting that the Customer contact the Company to reschedule the appointment and/or take independent steps to remove whatever barrier may be preventing the utility's access to the meter in order that the meter may be read.

**14. Company's Right to Suspend Service.** The Company shall use its best efforts, given the circumstances and conditions at the time, to notify Customers prior to disconnection of Service; however, once all such attempts have been exhausted, Service may be suspended, without notice, by the Company for any of the following causes: (a) on account of or to prevent fraud or abuse of Company Equipment or facilities, (b) for repairs or changes in the Company's Service facilities, (c) upon the discovery of conditions dangerous to life or property, (d) for failure of the Customer to comply with any of these Service Regulations or Customer Installation Standards, (e) for the Customer's default of contractual obligations, (f) because the meter on the Customer's premises has been damaged or tampered with, (g) the Customer or other resident or occupant on the Customer's premises causes or threatens to cause injury to an employee or representative of the Company, (h) failure by the Customer to provide access to the Company for the purpose of installing, testing, reading, inspecting, repairing, replacing, altering, or removing any of its property located on the Customer's premises after four (4) successive months, or (i) after due notice, upon failure of the Customer to pay amounts due for Service rendered. (See Section 38 on "Service Disconnect for Non-payment")

Service suspended for cause will not be restored until the cause of suspension has been removed or remedied. Any suspension of Service hereunder shall not impair any of the Company's rights under any contract, or any other rights or remedies that may be available to the Company. Failure of the Company to exercise any right available to it shall not constitute a waiver of that right.

**15. Installation of Temporary Electric Service.** Service for installation not intended to be permanent shall be classed as temporary. In no event shall the Company be required to render temporary Service until the Applicant has deposited with the Company an amount sufficient to cover the cost of installing and removing any facilities required to make such temporary Service available and the installation charge as stated in Rate Schedule MES, as well as the cost of any material or equipment used in connection with such Service which is no longer serviceable, plus any additional amounts required under these Service Regulations. The cost of installing, dismantling and returning to the Company's storerooms of any materials or equipment used in rendering temporary Service, as well as the cost of any material or equipment in connection with such Service which is no longer serviceable, shall be paid by the Applicant/Customer in addition to the charges for Service arrived at by the application of appropriate Rate Schedules. Service to carnivals, circuses, trailers, mobile structures, construction sites, special holiday decorations, etc., shall always be considered as temporary Service. In cases of doubt or uncertainty, or in cases of speculative enterprise, the Company shall be the sole judge of the probable period of Service and the application of this Section. The Company may refuse to render temporary Service if, in its judgment, the Company could not provide temporary Service without impairing Service to its other Customers.

**16. Changes in Installation.** Prior to the Customer making any material changes in its facilities that would substantially alter the gas or electric requirements for the class of Service of the premises, the Customer shall consult with the Company to ascertain the effect, if any, of the proposed changes on the Company's facilities or on the Company's ability to serve the Customer's additional gas or electric requirements considering the requirements of the Company's other Customers.

**17. Notification of Outages.** Should an outage occur that is of significant duration and impacts a substantial number (greater than 2,500) of Customers, the Company shall provide to the local news media information relevant to the outage. For planned outages for scheduled maintenance, the Company shall take such reasonable steps as may be practicable under then-prevailing circumstances to notify affected Customers.

**18. Customer's Liability to the Company.** The Customer shall be responsible to the Company for any loss or damage to the Company's property resulting from: (a) abuse of Service or equipment, (b) creation of demands in excess of those the Customer contracted for and provided by the Company in the applicable class of Service, and (c) losses or damage to the Company's property located on the Customer's premises caused by Customer, Customer's agents and assigns or any third party within the control of the Customer.

**19. Customer's Liability to Self and Third Parties.** The Customer is solely responsible for the use, abuse, disposition or presence of electricity or gas on the Customer's side of the Point of Delivery. The Customer shall be responsible for ensuring that its premises and any equipment thereon are adequately protected.

**20. Customer's Installation.** All piping, wires, wiring, control or utilization devices of the Customer, whether owned, leased or otherwise possessed and used or maintained ready for use shall be installed and maintained by the Customer in accordance with the rules of the Company's Customer Installation Standards, National Board of Fire Underwriters as prescribed in the *National Electrical Code* in effect at the time, *International Building Code*, *International Fuel Gas Code* ("IFGC"), or other such building code as adopted by the City of New Orleans and applicable at the time for electric and/or gas installations, or with the rules or practices required by any other government agency having jurisdiction. The Company does not, however, assume the duty of determining, nor does the Company warrant the compliance of the Customer with such rules and assumes no responsibility of any kind or in any manner for any failure of such installation to comply therewith. (More detailed information concerning the Customer's Installation may be found in the Company's current Customer Installation Standards.)

**21. Connection to Company's Facilities.** All connections to the piping, lines, wires or apparatus of the Company will be made by the Company or by a person duly authorized by the Company without regard to whether the cost thereof shall be made at the expense of the Customer by these Service Regulations or otherwise.

**22. Point of Delivery.** The Point of Delivery is the point where the Company's conductors meet the conductors of the Customer or the Company's gas piping connects to the Customer's piping. Requirements and specifications pertaining to

the Point of Delivery, location of the meter, installation criteria and associated Point of Delivery apparatus that are the responsibility of the Applicant/Customer shall be as stated in the Company's Customer Installation Standards or, if not covered specifically therein, at the reasonable discretion of the Company employing Prudent Utility Practices.

All piping, wiring and appliances located on the Customer's side of the Point of Delivery shall be (subject to the sections herein regarding Metering) furnished, installed and maintained by and at the expense of the Customer, excepting such Company piping, wiring, apparatus or appliances as may be required for regulatory directives, contractual obligations, control, safety or serviceability functions. All pipes, wires and devices on the Company's side of the Point of Delivery will be furnished, installed and maintained by and at the expense of the Company, except such Customer piping, wiring and devices as may be required by the Company's Customer Installation Standards, Rate Schedules or to satisfy the terms of any supplemental agreements between Company and Customer.

**23. Alterations To, Extensions Of and/or Additions To Existing Systems.**

Whenever alterations of existing electric distribution overhead or underground systems, extensions of overhead or underground lines, and/or additions of other overhead or underground facilities are required to satisfy the request of the Applicant/Customer, the Applicant/Customer must furnish to the Company load guarantees from which the Company will, using the Company's applicable Rate Schedule(s), determine the cost, if any, to the Customer.

Whenever alterations of existing electric distribution underground systems, extensions of underground lines and/or additions of other underground facilities are required to satisfy the request of the Applicant/Customer or appropriate regulatory or governmental authorities or for consistency with practices in the immediate locale, the Company will accept the application and make such alterations, additions, or extensions as necessary after the Customer satisfies the conditions as defined in the Company's Underground Policy, which are contained in the Company's Customer Installation Standards.

Whenever alterations of existing gas distribution systems, extensions of gas main piping, and/or additions of other facilities are required to satisfy the request of the

Applicant/Customer, the Applicant/Customer must furnish to the Company load guarantees from which the Company will, using the Company's applicable Rate Schedule(s), determine the cost, if any, to the Customer.

The adequacy of any guarantee of revenue and the terms of the contract the Company will require in order to safeguard its investment in alterations, extensions and additions shall be based upon the cost to serve and the expected revenue to be derived from the additional load to be served, as determined by the Company in accordance with Council approved Rate Schedules. In advance of construction, the Company may require a payment by the Customer of: (a) the full cost, or any portion thereof deemed necessary; (b) a higher minimum bill; (c) facilities charge; or (d) other compensation for any alterations, extensions, and/or additions.

**24. Metering Installation.** The Company will furnish, install, and maintain all metering devices required to measure the Customer's Service. An accessible, protected, and satisfactory location on the Customer's premises shall be provided by the Customer unless the Company elects to install meters on poles or other locations controlled by the Company. The Customer's wiring shall be arranged to facilitate the installation of the Company's meters when located on Customer's premises. Except as provided for in the applicable Rate Schedule(s), not more than one metering installation will be made for one Service or one class of Service at each location without specific approval of the Company. Customers should freely consult the Company for information regarding Service or the installation of piping, wiring, and facilities. (More detailed information concerning the Company's installation requirements may be found in the Company's current Customer Installation Standards.)

**25. Installation of Unmetered Electric Service Non-residential.** The Company furnishes and installs certain unmetered Services and equipment to non-residential Customers. Rate Schedules for each type of unmetered Service ordinarily do not include the cost of installation of such equipment, and the Company may charge the Customer in advance for the cost of installing the equipment in accordance with Section 23 of these Service Regulations.

**26. Billing.** Unless a Customer's bill, as rendered, is an initial bill, final bill or a bill resulting from a meter reading reroute, monthly bills are calculated for periods of not less than twenty-five (25) days nor more than thirty-five (35) days. Though bills are ordinarily rendered monthly, upon mutual agreement between the Company and the Customer, the Company may bill more frequently. A contention by the Customer that a bill was not received does not relieve the Customer of the obligation to pay for Service rendered.

Customer's billed energy charges will be for actual usage and demand for electricity and/or gas Service at the contracted Rate Schedule and based upon accurate metering or an estimation process consistent with Section 27 of these Service Regulations.

**27. Bill Estimations.** When the Company is unable to obtain a utility meter reading during any billing period for which such a reading was scheduled to be made, the Company shall use an estimation process consistent with Prudent Utility Practices as a proxy for billing purposes. An estimated bill shall be based on the Customer's previous use (when available), with adjustments made for actual weather conditions during the billing period. The Company by use of its Customer Care System will first attempt to produce an estimate based on last year's average daily usage for the same Billing Month with a degree-day adjustment. If the same Billing Month last year is not available, the Company will attempt to produce an estimate based on the previous month's usage with a degree-day adjustment. When previous usage is not available for a Customer's location, the Company shall use an average usage value calculated for the same classification as the Customer for the Billing Month. When meter estimates calculated by the Company's Customer Care System appear to be out of range, the bill will be reviewed by Company personnel to ensure the computer estimate is consistent with the history for the most recent months. If the estimated reading appears to be out-of-line with current usage patterns, the Company will replace it with a manual estimate. The Customer's bill shall indicate clearly and in bold print that the reading has been estimated. Because the Company's meter continuously records usage, when an actual reading is obtained, the Company shall make an accurate adjustment against the previously estimated bill so that the Customer shall be billed only for the actual Service used.



If a bill must be estimated because a meter has malfunctioned, the Company will install a replacement meter noting the initial reading such that when the meter is read during the next periodic reading scheduled for that area, usage can be determined. If no historical data is available to estimate the consumption on the meter that has malfunctioned, the new reading will be used to calculate average daily usage. The Company shall re-bill the Customer for the period in which the original meter was malfunctioning. In the event of a malfunctioning meter, the corrections to billing shall be limited to the most recent six (6) months.

When the Company estimates bills to a Customer for three (3) consecutive billing periods, the Company shall send to the Customer (or their 3<sup>rd</sup> Party designee) through the mail to the last known address of record, a notice which bears the words "IMPORTANT NOTICE" and which informs the Customer that it is imperative that the Company obtain an actual reading in order to prevent further billing estimations should the Company not be able to obtain a reading prior to the next billing date. The notice shall also provide information on how to contact the Company to schedule a visit with a Company representative for the purpose of a Company representative obtaining a reading and/or to remedy the access issue. Such remedies may include arranging for the Customer's participation in the "self-read" program.

Should the Customer participate in the "self-read" program, the Company shall provide the residential Customer with pre-paid postage cards depicting how to read the meter. The Company shall provide the Customer with instructions for furnishing the self-reading to the Company and provide for self-readings by mail, telephone, or both methods. The instructions shall further provide a warning to the Customer that if no reading is received by the Company in time to be used in preparing the bill, an estimated bill will be issued. Periodically, an actual reading of the meter will be required for the purpose of "truing up" the bill.

When "truing up" bills from estimated readings to an actual reading or when correcting bills for usage arising from meter re-reads or meter tests, the Company shall employ the actual monthly base rates and adjustments that were in effect for the periods covered by the true up.

**28. Due Date.** Unless otherwise provided in the applicable Rate Schedule, bills for electric or gas Service shall be payable upon receipt and past due after the specified due date (calculated as the mail date plus 21 days). Additionally, if a due date falls on a weekend or Holiday, then the due date is extended to the next business day. All other charges not described in specific rate or rider schedules are also due immediately. A bill that is not paid by the specified due date becomes delinquent and is subject to a late payment charge as provided for in the applicable Rate Schedule of the Company.

**29. Billing Errors.** In the event of a billing error by the Company of any applicable rate or tariff, the Company shall recalculate the Customer's bill(s) under the correct rate or tariff for the time period in question. Should the correction of a billing error by the Company of any applicable rate or tariff result in an additional charge to the Customer, the Company shall be limited to the actual period during which the billing error occurred or the most recent six (6) months, whichever is shorter. Should the correction of a billing error by the Company of any applicable rate or tariff result in a credit to the Customer, the Company shall correct the billing error for the entire period the billing error occurred for which the Customer is entitled. Incidence of Customer fraud, such as meter tampering, or bill estimations as a result of inaccessibility to meter are not considered billing errors

**30. Billing Options:** The Company shall provide an opportunity for Customers to participate in bill payment programs to assist the Customer in payment planning. Outlined below are the current available programs:

**a) Pick-A-Date Program**

The Company's Pick-A-Date Program allows a Customer to designate a specific date each month that their bill will become due. This program is established for the purpose of allowing Customers, such as those on fixed monthly incomes, to choose a date certain each month that is convenient for the payment of the bill. The Customer's monthly bill will be rendered in the same manner in which the Customer is accustomed. However, the due date selected by the Customer shall apply. Late fees will be assessed if the Customer who is enrolled in Pick-A-Date does not pay by the due date selected. A Customer's account is not eligible for an extension or other payment arrangements as long as the account is on the Pick-A-Date Program. A Customer on the Pick-A-Date Program will

become ineligible should they miss two (2) consecutive due dates, or the due date is missed three (3) times within a twelve (12) consecutive month period, or the account has been disconnected for non-payment.

**b) Automatic Bank Draft**

The Company offers automatic bank draft as a convenient method of payment. As long as the Customer's financial institution will honor bank draft payments, the Customer's payment is paid automatically through the Customer's regular checking account. The Customer receives a bill each month for their records, indicating the amount of the bill and marked "Paid by Bank Draft". The date that the payment was posted also appears on the bill. Processing time may take up to five (5) weeks for the Automatic Bank Draft method of payment to become active on a Customer's account. If the Automatic Bank Draft Program is established after the billing cycle date for the Customer's account, it will commence on the Customer's next month's bill. Should the Customer desire to remove the Automatic Bank Draft privileges from their account, the Customer must request cancellation of the Automatic Bank Draft Program at least five (5) business days before the due date of the Customer's bill.

**c) Levelized Billing/Budget Billing**

Levelized Billing enables Customers to pay approximately the same amount each month for energy usage. The program is designed to eliminate the typical summer and winter peaks of utility costs and produce more even monthly billing amounts. To qualify for Levelized Billing a Customer must have had Service at the same location for at least one (1) year. All year round gas Customers are eligible to participate in the program, as are all residential, church, and small business electric Customers.

The Customer's monthly bill amount is calculated by averaging the current month's bill amount with the bill amount of the prior eleven (11) months, plus or minus one-twelfth of the current balance of the Accumulated Difference as described below:

- i. Accumulated Difference Balance: Since the calculated average could differ from the current month's actual billed amount, any difference between the actual billed amount and the calculated average will be accounted for in the Customer's Accumulated Difference Balance.

Each month one-twelfth of the current balance of the Accumulated Difference is added to the calculated average. Should the Customer be removed from the plan, or the account finalized, the Customer's current balance in the Accumulated Difference account becomes due and payable. If a Customer transfers Service and wishes to remain on the plan at the new Service location, they must make the request prior to the transfer of Service. If the Customer does not make the request or does not desire to remain on the plan, any unpaid Accumulated Difference balance will be added to the Customer's first bill at the new Service location.

**d) Third (3<sup>rd</sup>) Party Notification**

The Company's 3<sup>rd</sup> Party Notification plan allows the Customer to name another person or social agency to receive copies of any notices that can result in disconnection generated on the Customer's account. This program is established for the purpose of avoiding Customer loss of Service due to a breakdown in communications, such as a notice being lost in the mail, or the Customer doesn't remember receiving the notice, or the Customer is ill and being cared for elsewhere, or if the Customer may not understand the consequences of missing a payment due date. The third party can remind the Customer that a payment is due and provide necessary assistance. The Customer remains responsible for the bill and not the third party.

**31. Evidence of Consumption.** The registration (meter readings) of the Company's meters shall be *prima facie* evidence of utilization of Service by the Customer.

**32. Temporary Disconnection.** At a Customer's request, the Company will temporarily remove or de-energize a Service line so that work can be performed at the Customer's premise. The Company may assess a charge for such temporary disconnection if any excessive costs are incurred.

**33. Meters and Meter Enclosures (Pans).** Meters are the property of the Company. The Company may assess a charge for the use of non-standard metering. Meter enclosures are not provided by the Company and therefore, shall be provided by the Customer. Meter enclosures shall meet all requirements of law or regulations of governmental agencies having jurisdiction and any additional

requirements specified by the Company as set forth in the Customer Installation Standards.

**34. Meter Tests.** The Company will regularly test its meters and maintain their accuracy of registration in accordance with Prudent Utility Practice consistent with the use of Service, elapsed time, and nature of the load metered. Such practice shall conform to the requirements of law or regulations of governmental agencies having jurisdiction. The Company also will make a special test of the Customer's meter upon the request of the Customer. The first such test in any twelve-month period shall be performed at the expense of the Company. Any subsequent tests performed at the request of the Customer in the same twelve-month period shall be performed at the expense of the Customer, provided the meter is found to register within the range described below. The charge for such tests is stated in Rate Schedule MES or MGS. A meter's registration shall be considered to be accurate when a meter test discloses that its average registration is in the range of 98% to 102%, inclusive, of correct average registration. When a meter test discloses a meter's average registration is outside such range, the meter shall be considered to be inaccurate and the Company will adjust bills to compensate for such inaccurate registration. Adjustments will be made back to the time the meter became inaccurate if such time can be determined. If the date such meter became inaccurate cannot be determined, such adjustment will be made for a period not longer than one-half the time elapsed since the date of the last test, or the date of installation, whichever is less, but in no event shall an adjustment be made for a period of more than six (6) months. In the event of a meter that does not register, electrical or gas consumption shall be determined using as a basis the best information available, including past records of consumption, weather data or other means which, in the opinion of the Company, employing Prudent Utility Practices, are necessary and reasonable to facilitate estimation of consumption and in conformance with the estimation process as outlined in Section 27 of these Service Regulations.

Tests that disclose meter registration to be outside the range described above shall be performed at the expense of the Company. Additionally, in the event a meter is faulty or otherwise registers outside the range, the first subsequent re-test within the following twelve (12) months shall be performed at the expense of the Company.

**35. Returned Check/Bank Draft.** A service charge will be charged for all checks, bank drafts, or other payment devices that are returned for any reason including but not limited to non-sufficient funds. The assessment and/or collection of this charge shall be in addition to any other applicable charge or additional charges and does not preclude any of the Company's other lawful remedies, including the right to disconnect Service. Said charge shall be as stated in Rate Schedule MES or MGS. Should the Company incur two (2) or more instances within a twelve (12) month period wherein a Customer's payments by check, bank draft, or other form of electronic payment are not honored by the Customer's financial institution; the Company shall have the right to refuse future payment by such means from that customer.

**36. Late Payment Charge.** In the event that the Customer fails to pay a bill on or before the delinquent date, a late payment charge shall be assessed and charged to the Customer as outlined in the appropriate Rate Schedules under which the Customer is provided Service. Such charge shall be calculated as a percentage of the unpaid balance of the current bill for Service as provided for in the applicable Rate Schedule or contract.

Late payment charges will not be applied to amounts that are questioned via a *bona fide* and timely filed complaint as provided for in the Customer Complaint and Dispute Resolution Process. However, after all avenues have been exhausted, should the conclusion of such dispute result in a balance due the Company, late payment charges may be assessed on that balance if not paid within ten (10) days from the final resolution of the dispute. If said due date falls on a weekend or Holiday, then the due date is extended to the next business day.

**37. Separate Billing for Each Location.** The Company's Rate Schedules for metered Service are based on Service delivered to a single point through one meter. Service at separate locations or addresses will not be combined for billing, except as otherwise provided for in the appropriate Rate Schedule(s).

**38. Service Disconnect for Non-Payment.** After an account becomes delinquent, the Company may disconnect Service. Prior to disconnection of Service for non-payment, the Company shall mail a disconnection notice to the Customer (or the

Customer's 3<sup>rd</sup> Party designee) allowing the Customer five (5) business days in which to make payment or payment arrangements, if eligible. At least five (5) business days after the disconnect notice is mailed, if the Customer has not made payment or payment arrangements, the Company will issue a disconnect order providing for disconnection of Service to be made anytime thereafter (except under the conditions set forth in Section 39). In the event that payment or payment arrangements are not made by the Customer within five (5) business days after mailing of the disconnect notice, the Company, purely as a matter of courtesy, shall place a reminder call to the Customer and/or any 3<sup>rd</sup> Party designee at the phone number(s) on record with the Company. The Company may allow for Customers to make arrangements for payment of delinquent bills prior to disconnection. This may include payment extensions, deferred payment agreements, or referral to social agencies and such other programs as outlined in Section 30 of these Service Regulations.

In the event Service is suspended for non-payment of bills, the Customer will normally be subject to a reconnection charge (See Section 40), payment of unpaid balances, applicable deposit adjustments (See Section 47), and any other appropriate charges as provided for herein.

**39. Restrictions on Suspension of Residential Service for Non-Payment.** The Company will not suspend residential Service for non-payment under the following conditions: (i) if there is a *bona fide* dispute regarding such deliverability (see Section 49 "Customer Complaints"); (ii) if the low temperature for that day is forecast to remain below 40 degrees F or for the following night is forecast to be 32 degrees F or lower; (iii) if the high temperature for that day is forecast to be 100 degrees F or higher; (iv) if the National Weather Service has an Excessive Heat Warning<sup>2</sup> (or other such term that reflects a Heat Index of 115 degrees F or higher) issued for Orleans Parish, or (v) on a weekend, holiday, or the day before a holiday or Friday after 1:00 PM.

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<sup>2</sup> As of June 18, 2001, the National Weather Service (NWS) made a temporary change in terminology used to identify heat events. What was previously referred to as a "Heat Advisory" (reflects a Heat Index of 115 degrees F), is currently referred to as "Excessive Heat Warning". (Under the new terminology, "Heat Advisory" is a lower level bulletin than was previously used.) Accordingly, the Company shall adhere to the restrictions on suspension of residential service under the new term "Excessive Heat Warning" until such time as the NWS either makes the change permanent or reverts back to the old terminology.

For Customers with a certified Life Support medical condition and registered with the Company as such (see Section 48 “Medical Need Certification”), disconnection of residential Service for non-payment shall be deferred for a period of thirty (30) days. During that 30-day period, the Customer and Company shall attempt to arrive at a mutually agreeable arrangement for payment. In the absence of such agreement, Service may be terminated upon expiration of 30 days.

In those instances where the Company must terminate or refuse to restore Service to a Customer that has been certified to have a special medical need that would be severely impacted by the cessation or refusal to restore Service, the Company will take reasonable steps to allow the affected Customer or 3<sup>rd</sup> Party designee to take steps necessary to mitigate the effects of the aforementioned termination or refusal to restore Service.

**40. Reconnect Charge Following Disconnect.** If the Company disconnected a Customer’s Service for any reason pursuant to these Service Regulations, or at the Customer’s request, prior to reconnection of the Service to the Customer, the Customer must pay in full any amounts owed except as subject to the provisions of the Customer Complaint and Dispute Resolution Process, unless other payment arrangements have been made pursuant to Section 37. If Service was disconnected for non-payment, the Customer will normally be assessed a reconnect charge and any other charges due. The reconnect charge is in addition to any other applicable deposits or charges and shall be in the amount stated in Rate Schedule MES or MGS and must be paid when the request for reconnection is made. Following disconnection, if all delinquent charges and all applicable fees have been paid by the Customer, and that payment is received by the Company or one of the duly authorized Quick Payment Centers (“QPC”) before 7:00 p.m., Service will be restored the day payment is received. If the Payment is made at a QPC, the Customer must provide the Company with the reference number indicated on the receipt provided by the QPC at the time payment was made.

**41. Unauthorized Use of Service/Service Diversion (Meter Tampering).** Service Diversion is punishable by law. In any case of Service Diversion or failure to submit an application for Service, the Company may disconnect Service, is entitled to estimate a bill, collect for Service that was used but not recorded as a result of the unauthorized use of Service, and any additional costs incurred to investigate and



remedy the situation (as outlined in the Company's MES or MGS tariff), and may require an additional amount as a deposit, as provided for in Section 47 of these Service Regulations.

When Service Diversion is found at an inactive location, the Service will be disconnected. If the Company is requested to provide Service at this location and the Company can determine that the Customer applying for Service has participated in or benefited from Service Diversion, the Customer will be required to pay the Standard Average Diversion Charge (as outlined in the Company's MES or MGS tariff) prior to reconnection. Upon reconnection of Service, the Actual Cost of tampering will be calculated (as outlined in the Company's MES or MGS tariff) and will be applied to the next bill with the appropriate credit for the payment of the Standard Average Diversion Charge.

When Service Diversion is found at an active location, the Company will mail notice or call the Customer to inform them of the discovery. If the installation is safe, the Service will be left on to avoid loss of connectivity with the responsible Customer. The Actual Cost of tampering will be calculated (as outlined in the Company's MES or MGS tariff) and will be applied to the next bill. If the installation is unsafe, the Service will be disconnected. The Customer will be required to pay the Standard Average Diversion Charge (as outlined in the Company's MES or MGS tariff) prior to reconnection, if the Company can determine that the Customer utilizing Service has participated in or benefited from Service Diversion. Upon reconnection of Service, the Actual Cost of tampering will be calculated (as outlined in the Company's MES or MGS tariff) and will be applied to the next bill with the appropriate credit for the payment of the Standard Average Diversion Charge.

**42. Alternative Rate Schedules.** Council Resolution R-93-186, directed the Company to establish a program to review billings at least once a year. The Company reviews, at least once a year, the general Service Customers' billing records on an annual basis, to identify those general Service Customers whose billings indicate that they may have lower utility bills if they were to receive the same Service under a different applicable Rate Schedule than the Rate Schedule their current bills are computed under. Once the Company identifies the eligible Customers who can benefit from a shift from one Rate Schedule to another Rate Schedule, the Company will contact such Customers and advise them, in writing, of

the possible savings that can be achieved.

Whenever there is available to the Customer more than one Rate Schedule for a particular class or combination of classes of Service, the Company will, upon request of the Customer, give such assistance and advice as it reasonably can to enable the Customer to select the most favorable Rate Schedule. Such assistance and advice will be based on representations of the Customer and the Company will in no event be responsible for any difference that may later arise because of the provisions or effect of any Rate Schedule so selected. Any alternative Rate Schedule, once selected by a Customer will continue in effect for not less than one year unless (a) the Rate Schedule is lawfully cancelled, or is modified or superseded such that the relative relationship between the alternate Rate Schedules is materially changed, (b) a permanent change in Customer's load or conditions of Service render the Schedule inapplicable, or (c) the Customer's special contract is terminated in accordance with its provisions.

**43. Billing Upon Discontinuance of Service.** If a Customer's Service is terminated the terms of the applicable Rate Schedule shall apply. For Customers with special contracts, whose Service is terminated prior to the end of the term of the contract, the terms of the contract shall apply.

Additionally, when a Customer's account is finalized, the Company will apply the Customer's deposit to any remaining balance owed the Company and either bill the Customer for the remaining balance or refund the remaining deposit balance.

**44. Name or Address Change.** The Company shall record a legal name change and/or mailing/billing address change on an account upon demonstration of proper identification and documentation of the change by the Customer.

**45. Deposits.** The Company may require the Applicant/Customer to deposit a sum with the Company as security for the payment of bills and may require such deposits to be posted prior to the initiation of Service. The Company will annually credit the Customer's account for interest at the rate specified in Rate Schedule MES or MGS, on the amount of any such deposits held. The following types of deposits may be required:

**a) Residential Service.** The Company may collect deposit amounts from new

Applicants for each residential Service. New Applicants for residential Service may elect to be scored on the basis of credit history for the purpose of determining if the deposits can be waived. Such scoring shall be performed by an independent consumer reporting agency and conform to the standards of the Fair Credit Reporting Act. Additionally, the Company shall consider the prior billing history of new residential Applicants. New Applicants for residential Service with a prior billing history with the Company in which bills were paid on time for the previous twelve (12) months of Service will be deemed to present an acceptable credit risk for the Company. Based on such new Applicant's credit score or prior billing history, deposits may be waived.

**i. Eastbank Electric Service and all Gas Service** A residential deposit of \$75.00 may be assessed for each Service where such Applicant has no credit score, chooses not to avail themselves to the process, or is found to be not eligible for waived deposits.

**ii. Westbank (Algiers) Electric Service** A residential deposit of \$150.00 for rental property or \$50 for the property owner may be assessed for each Service where such Applicant has no credit score, chooses not to avail themselves to the process, or is found to be not eligible for waived deposits.

**b) Non-Residential Service.** The Company may, at any time, require the Customer to deposit with it, as security for the payment of bills, a sum equal to two (2) times the estimated average monthly bill of the Customer. If normal usage patterns are not available for the Service location, deposits will be estimated on the basis of the size of the Customer's premises and projected load.

**c) Temporary Service.** In the case of deposits made for temporary Service for periods of less than one month, such deposits will be in an amount sufficient to ensure payment for such temporary Service.

For non-residential deposits, the Company will accept the following instruments in lieu of cash deposits: an irrevocable bank letter of credit or a surety bond from a bank or surety company acceptable to the Company (see schedule MES, MGS).

**46. Deposit Returns.** The Company shall return the deposits to the Customer

upon final discontinuance of Service provided that all indebtedness of the Customer to the Company has been paid (See Section 43). Deposit Returns on residential Customer deposits will be made automatically following twenty-four (24) months of Service and where the previous twelve (12) months of payment history indicate the Customer has not been delinquent in payment for all Service, no returned checks or bank drafts, and Service has not been suspended for any reason pursuant to Section 14 on "Company's Right to Suspend Service," herein.

**47. Deposit Maintenance/Increases/Offset.** The Company has the right at any time to reassess the adequacy of any Customer's deposits and to require an increase in the amount of the deposits up to a maximum amount of two times the highest monthly bill for such Customer. The Company may require such increases in the Customer's current deposit amount under the following conditions: (a) should a Customer have two (2) or more occurrences in the previous twelve (12) months of an NSF (dishonored) check or bank draft and/or disconnection of Service for non-payment; (b) the Customer's energy usage increases and/or the Customer's facilities change such that the Customer qualifies for a change in Rate Schedules, (c) it has been determined that the Customer has committed fraud in obtaining Service; or (d) unauthorized use of Service/Service Diversion is confirmed at a Customer's Service location.

For Customer accounts that have been finalized the Company will apply the Customer's deposit pursuant to Section 43.

**48. Medical Need Certification.** Depending upon a Customer's medical condition, the Customer may be eligible for one of two types of medical designations on their account. The two designations recognized by the Company are Life Support and Medical Equipment. Life Support is any medical treatment system that is life sustaining. Medical Equipment is any medical treatment system that is utilized in the treatment of an illness or medical condition. Customers who are on Life Support or any other life sustaining medical treatment system requiring gas or electricity, should notify the Company. In order to have such designations placed on the account, a Customer must have a doctor provide a statement of medical condition to the Company. Any Customer requesting designation, as having specific Life Support medical requirements must register as such with the Company.

Customers who inform the Company of their intent to obtain a Life Support Medical Need Certification, shall have their accounts held in temporary status by the Company, indicating that the account is being processed for a Medical Need Certification. Certification of the Customer's medical condition must be completed by a licensed physician and submitted in writing. The Certification statement must include the nature of the health problem, the effect of stopping Service, the patient's permission for the physician to discuss the case with the Company's representatives, and the signatures of; (a) the patient, (b) Customer under which Service is provided (if different from patient), and (c) the physician (not a nurse or doctor's employee). Should the Company fail to receive the required physician certification as described above within two (2) weeks from notification by the Customer, the Company shall send the Customer a written inquiry as to the status of the physician certification. Additionally, the Company shall make a reasonable effort to contact the Customer by telephone, or other suitable means, to determine the status of the required physician certification. If the Company does not receive the required physician certification within seven (7) days of its reasonable effort to personally contact the Customer, the temporary status may be terminated and regular collection or disconnection activity may resume.

Customers granted a Medical Need Certification are responsible for insuring that the Company has accurate contact information on their account. For a Customer with a Life Support Certification on file with the Company certifying the Customer is on Life Support or any other life sustaining medical treatment system, the Company is required to postpone disconnection of Service for non-payment for thirty (30) days so as to allow the Customer to make necessary billing and payment arrangements. During that 30-day period the Customer and the Company shall attempt to arrive at mutually agreeable arrangements for payment. During the period of postponement, reasonable payment arrangements must be established or the Company will be allowed to disconnect Service at the conclusion of the 30-day period. In order to have disconnection postponed under this provision, a doctor's certificate stating that discontinuing Service would result in endangered health must be on file with the Company. Customers with Medical Equipment at home, but who are not on continuous life support are NOT protected from the normal collection/disconnection processes. However, these Customers shall be on a priority list to be maintained by the Company in restoring power in the event of a severe outage.

Annual re-certification is required to continue such designations. On the anniversary date of the Customer's account being granted a Medical Need Certification, the Company will mail the Customer a letter asking them to have the physician fax a statement of medical condition to the Company in order to update the records. If the physician's statement is not received within thirty (30) days, a letter is mailed to the Customer providing notice that the Medical Need Certification code is being removed from the account. Customers granted a Medical Need Certification are responsible to immediately notify the Company should the circumstances arise that would eliminate the need for such certification. Failure to provide such notification or re-certification to the Company will be considered a failure of the Customer to comply with these Service Regulations and may result in the suspension of the Medical Need Certification. (See Section 14 on "Company's Right to Suspend Service")

Any information received by the Company under the terms of a Medical Need Certification shall be kept confidential and will be maintained in a secure data base.

**49. Customer Complaints.** Customer complaints shall be directed to Entergy New Orleans, LLC through its Customer Service Center at 1-(800) ENTERGY, or in person at its Customer Care Centers, currently located at **3400 Canal Street, New Orleans, LA 70119; and 4021 Behrman Highway, Suite J, New Orleans, LA 70114**, or through the Company's Website: [www.entergy-neworleans.com](http://www.entergy-neworleans.com). Upon receiving a Customer complaint, the Company's Customer Service Center or Customer Care Center agent will log the Complaint into the Customer Care System on the Customer's behalf and provide the Customer with a reference number. If the Company's Customer Service Center or Customer Care Agent is unable to resolve the Customer's issue at the time the Complaint is made, a Company representative will contact the Customer within two (2) business days. If the complaint is not resolved to the satisfaction of the Customer within the Company's Customer Service Center or the Customer Care Center, the complaint is forwarded to the Company's Customer Relations Department. The Customer Relations Department will contact the Customer within three (3) business days. If the Customer remains dissatisfied with the Company's response, the Customer's complaint will be forwarded to a Customer Service Manager for further review.

The Company shall make every reasonable effort to resolve the matter via the

Customer Complaint and Dispute Resolution Process within ten (10) business days of initiating the complaint. However, in the event that the Customer is not satisfied with the Company's resolution of the complaint, the Company shall mail to the Customer at the Customer's address of record a notification regarding: the disposition of the informal complaint, and reasons therefore; the Customer's right to file a formal Complaint through the Council Utilities Regulatory Office within ten (10) calendar days of receiving notification of the Company's disposition; and a copy of the Customer Complaint and Dispute Resolution Process, pamphlet as provided for in Section 158 of the Code of the City of New Orleans, Article VIII, Divisions 1-4, as amended. Should the Customer initiate the formal complaint process, the Company will provide the Council Utilities Regulatory Office with information regarding the complaint and all actions taken by the Company to resolve the issue. Nothing contained in this Section shall abridge the rights and obligations of the parties under applicable Louisiana law.

**50. Damage Claims.** The Company shall maintain a process for any Customer to make a claim for loss or damage of property due to an adverse action of the Company in connection with the provision of electric and/or gas service. Customers can contact the Company through its toll-free phone number, 1(800) ENTERGY, in person at one of the local Customer Care Centers, or through the Company's website: [www.entergy-neworleans.com](http://www.entergy-neworleans.com). Upon receiving a claim of damage, the claim will be routed to the appropriate department and assigned a Company Claims Analyst. Depending on the nature of the claim, an independent claims adjuster may be engaged to investigate the claim. Absent extenuating circumstances, for example restoration of Service following a natural disaster, a Company representative will contact the Customer within five (5) business days to inform the Customer that the Company has received the claim, provide the Customer with a claim reference and, if necessary, to gather additional information regarding the claim. The Company representative may also ask the Customer to provide documentation that supports the claim, such as receipts. The Company will initiate an investigation and provide a response to the Customer's claim within ten (10) business days of receipt of supporting documentation. If dissatisfied with the Company's decision, the Customer may request further review of the claim by a Claims Specialist and/or Lead Specialist. If the Customer remains dissatisfied with the Company's response to the Claim, the Customer may request review by the Claims Manager. Nothing contained in this Section shall abridge the rights and

obligations of the parties under applicable Louisiana law.

**51. System Service Reliability.** All Customers, unless otherwise provided for under special terms of Service with the Company, shall receive electrical Service at 60 Hertz and in compliance with the American National Standards Institute (“ANSI”) Standard C84.1 and Institute of Electrical and Electronics Engineers (“IEEE”) Standard 1159 - 1995, each as amended from time to time; and gas Service at a pressure base of 14.73 PSIA (between 14.73 and 15.2 PSIA for most commercial customers). (Please consult the Company’s current Customer Installation Standards for any additional technical data.)

Electric and gas Service shall be adequate and continuous except for the Company’s exercise of Prudent Utility Practices in the performance of routine work for maintenance, replacement, repair or expansion of its facilities; disconnection of a Customer’s Service due to non-payment or other Customer violations of these Service Regulations; or as a consequence of loss or damage caused by failure or other defects of Service when such failure is not reasonably avoidable or due to unforeseen difficulties and/or causes beyond the Company’s control or other acts of God.

**52. Scope and Change of Service Regulations, Conflicts.** The conditions stated herein are a part of the Company’s tariff lawfully published and are subject to such changes as may be made lawfully. They are in addition to and are incorporated, by reference, in the Company’s special Service Contracts and Rate Schedules. Insofar as any regulation or condition is applicable thereto, they are as much a part of any particular Rate Schedule as if fully stated in that schedule. Whenever there is a conflict between the provisions of any of the requirements herein and the specific provisions of any applicable Rate Schedule, the provisions of the Rate Schedule shall govern. These Service Regulations are available at the Company’s Customer Care Centers, New Orleans Public Libraries, and can be viewed at the Company’s website: [www.entergy-neworleans.com](http://www.entergy-neworleans.com).

**53. Customer Confidentiality.** Unless specific written permission is obtained from the Customer to release the information regarding the Customer, the Company shall insure that Customer information, including payment history and consumption



patterns will be kept confidential. Customer information may be provided under a protective order issued and/or confidentiality agreement executed in a legal proceeding, but in such proceedings the Company should make every effort to maintain the Customer's privacy.