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February 23, 2024

Via Electronic Delivery

Ms. Lora W. Johnson, CMC, LMMC
Clerk of Council
Council of the City of New Orleans
Room 1E09, City Hall
1300 Perdido Street
New Orleans, LA 70112

**Re: CNO Docket No. UD-23-02 Customer Protection
Docket No. UD-23-02**

Dear Ms. Johnson:

Attached please find Entergy New Orleans, LLC's ("ENO") proposed revisions to the service regulations and Article VIII of the Code of Ordinance for filing in the above-referenced docket. ENO makes this filing in compliance with the requirements of Resolution No. R-23-252, issued on December 14, 2023, by the Council of the City of New Orleans. As a result of the remote operations of the Council's office related to COVID-19, ENO requests that you file this submission in accordance with Council regulations as modified for the present circumstances.

If you have any questions, please do not hesitate to call me. Thank you for your courtesy and assistance with this matter.

Sincerely,


Kevin T. Boleware

KTB/jlc
Enclosures

cc: Official Service List (*via email*)

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

**Approved November 7, 2019
per
Council Resolution R-19-457**

*Supersedes Service Regulations Approved December 20, 2018
per Council Resolution R-18-539*

Entergy New Orleans, LLC

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

Table of Contents

1. PURPOSE OF SERVICE REGULATIONS	1
2. DEFINITION OF TERMS	1
A. Applicant	2
B. Application	2
C. Billing Month	2
D. Class of Service (Revenue Classification)	2
E. Company	2
F. Company's Installation	2
G. Contract/Service Agreement	2
H. Cost of Alterations, Extensions, Additions, etc.	3
I. Council	3
J. Customer	3
K. Customer Bill of Rights	4
L. Customer Complaint and Dispute Resolution Process	4
M. Customer's Installation	4
N. Customer Installation Standards	4
O. Demand, Maximum Demand, Contract Demand, Billing Demand	4
P. Electric Service	4
Q. Gas Pressure for Billing	5
R. Gas Service	5
S. Holidays	5
T. Meter	5
U. Normal Work Hours	5
V. Point of Delivery	5
W. Prudent Utility Practice	6
X. Rate Schedule(s)	6
Y. Written Communication	6
Z. Service	6
AA. Service Diversion (Tampering)	6

BB. Service Drop	7
CC. Service Riser	7
DD. Temporary Service	7
EE. Year	7
3. REQUEST FOR SERVICE	7
4. AVAILABILITY	8
5. REFUSAL TO SERVE CUSTOMERS	8
6. CHANGE SERVICE LOCATION BY CUSTOMER	10
7. CHANGE OF NAME BY CUSTOMER	10
8. SERVICE AGREEMENT AND SPECIAL CONTRACTS	10
9. SUCCESSORS AND ASSIGNS	10
10. PERMITS AND INSPECTIONS	10
11. CONTINUITY OF SERVICE	11
12. USE OF SERVICE	11
13. RIGHTS-OF-WAY	11
14. ACCESS TO THE CUSTOMER'S PREMISES	11
15. COMPANY'S RIGHT TO SUSPEND SERVICE	13
16. INSTALLATION OF TEMPORARY ELECTRIC SERVICE	14
17. CHANGES IN INSTALLATION	14
18. NOTIFICATION OF OUTAGES	14

19. CUSTOMER'S LIABILITY TO THE COMPANY _____ 15

20. CUSTOMER'S LIABILITY TO SELF AND THIRD PARTIES _____ 15

21. CUSTOMER'S INSTALLATION _____ 15

22. CONNECTION TO COMPANY'S FACILITIES _____ 15

23. POINT OF DELIVERY _____ 16

24. ALTERATIONS TO, EXTENSIONS OF AND/OR ADDITIONS TO
EXISTING SYSTEMS _____ 16

25. METERING INSTALLATION _____ 17

26. METER RELOCATION _____ 17

27. INSTALLATION OF UNMETERED ELECTRIC SERVICE NON-
RESIDENTIAL _____ 18

28. BILLING _____ 18

29. BILL ESTIMATIONS _____ 18

30. DUE DATE _____ 20

31. BILLING ERRORS _____ 20

32. BILLING OPTIONS _____ 20

 a) Pick-a-Date Program _____ -20

 b) **PaperFeeBilling** _____ 21

 c) Automatic Bank Draft _____ -21

 d) Levelized Billing/ Budget Billing _____ -

 21

 e) Third (3rd) Party Notification _____ -22

 f) Green Power Option _____ -

 g) _____ 22

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	Electric And Gas Service Regulations	v
33. EVIDENCE OF CONSUMPTION		23
34. TEMPORARY DISCONNECTION		23
35. METERS AND METER ENCLOSURES (PANS)		23
36. METER TESTS		23
37. RETURNED CHECK/BANK DRAFT		24
38. LATE PAYMENT CHARGE		24
39. SEPARATE BILLING FOR EACH LOCATION		25
40. SERVICE DISCONNECT FOR NON-PAYMENT		25
41. RESTRICTIONS ON SUSPENSION OF RESIDENTIAL SERVICE FOR NON-PAYMENT		26
42. RECONNECT CHARGE FOLLOWING DISCONNECT		27
43. UNAUTHORIZED USE OF SERVICE/SERVICE DIVERSION		27
44. ALTERNATIVE RATE SCHEDULES		28
45. BILLING UPON DISCONTINUANCE OF SERVICE		29
46. NAME OR ADDRESS CHANGE		29
47. DEPOSITS		29
a) Residential Service		29
b) Non-Residential Service		30
c) Temporary Service		30
48. DEPOSIT RETURNS		31
49. DEPOSIT MAINTENANCE/INCREASES/OFFSET		31

50. MEDICAL NEED CERTIFICATION	31
51. CUSTOMER COMPLAINTS	33
52. DAMAGE CLAIMS	34
53. SYSTEM SERVICE RELIABILITY	35
54. SCOPE AND CHANGE OF SERVICE REGULATIONS, CONFLICTS	35
55. CUSTOMER CONFIDENTIALITY	36
56. RELEASE OF AGGREGATED WHOLE-BUILDING DATA	36

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 “ENO” 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 are 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. To the extent that these Service Regulations are found to be inconsistent with a Rate Schedule approved by the Council, the terms of the Rate Schedule shall apply. 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.

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 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) 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, fixtures, accessories, machinery, 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 any other equipment, apparatus, accessories, devices, fixtures, accessories, machinery 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, medical 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, fixtures, machinery, 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 or services 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.

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 PSIA¹ 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.

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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.entergy-neworleans.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, including but not limited to the component devices used to facilitate two-way communication of data between the Company and the Customer. (A part of Company's Installation).

U. Normal Work Hours: 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. The Customer Contact Center operates 24 hours a day, 7 days a week for emergency or outage events at 1-(800) ENTERGY. Customers may visit the Company's website <http://www.entergy-neworleans.com/> at any time for many automated functions such as starting or stopping service.

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

¹ PSIA - Pounds per Square Inch Absolute.

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. Written Communication: The means through which the Company communicates notices required to be provided to Customers pursuant to these Regulations. Written Communication includes email, text message, electronic messaging, SMS messaging, door hangers, or letters. It is the Customer's responsibility to provide Company with up-to-date contact information, as well as the Customer's preferred type of Written Communication, and to inform Company when that contact information or preference changes.

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

AA. Service Diversion (Tampering): The illegal use of electricity or gas by means of: removing metering devices; connecting wires, or other instruments to bypass, retard, or prevent the accurate recording, reporting and/or communication of 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 or prevents the Company from receiving information communicated from a metering device.

BB. 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.)

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

DD. Temporary Service: Service for installations not intended to be permanent.

EE. 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 area 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 24 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 10);
- ii. Applicant/Customer has failed to pay deposits, fees, or taxes associated with taking utility Service (see Section 47);

- 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 25);
- iv. Where a condition exists that is hazardous to life, personal safety, or property;
- v. For meter tampering, Service Diversion, theft of Service or property, or destruction of property, (see Section 43);
- 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 24);
- 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 12)
- xiv. Where Applicant/Customer applies for a delivery voltage not offered by the Company; (see Section 53)
- 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 43)
- 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 19); and/or
xxi. Due to expropriation of property by a governmental entity.

6. Change 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.

7. Change of Name by Customer. 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.

8. 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 or preferences.

9. 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.

10. 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.

11. 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.

12. 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.)

13. 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.

14. 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 provide notification to the Customer through

a Written Communication 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 29 of these Service Regulations), meter relocation (in accordance with Section 26 of these Service Regulations) and/or the potential disconnection of Service (in accordance with Section 15 of these Service Regulations).

After two (2) consecutive months of access problems that result in the Company's inability to access the Customer's meter, the Company shall send to the Customer (or its 3rd Party designee), a Written Communication which bears the words "IMPORTANT NOTICE" and which informs the Customer that it is imperative that the Company obtain access to the Customer's premises. The Written Communication 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 o'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 performing the necessary work 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 its equipment in order to perform the necessary work.

15. 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 equipment 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 40 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.)

22. 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.

23. 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, apparatus, 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, apparatus, 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.

24. 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.

25. Metering Installation. The Company will furnish, install, and maintain all metering devices required to measure the Customer's Service. An accessible, safe, 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 and it shall conform to the rules in the latest version of the Company's current Customer Installation Standards. 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.)

26. Meter Relocation. The Company may, at its option and expense, relocate meters. Meters relocated at the option of the Company shall be for just cause. The Company shall coordinate and cooperate with the Customer in relocating the meter. The Customer shall provide and have installed at his expense all piping, wiring and facilities necessary for relocating the meter when relocation is: (a) requested by

Customer, (b) required because of customer-initiated alterations, (c) necessary to prevent a recurrence of discovered Service Diversion or damage caused by the Customer or third parties, or (d) necessitated by a Customer's refusal to remedy Access issues, as described in Section 14 above, for two (2) consecutive months.

27. 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 24 of these Service Regulations.

28. 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 29 of these Service Regulations.

29. 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.

For manually read accounts, including Customers taking service under the Company's Opt-Out tariff, the estimation process shall utilize the Customer's previous use (when available), with adjustments made for actual weather conditions during the billing period.

For Customers whose Meters have two-way communication enabled, the company shall leverage the estimation capabilities of the Meter Data Management System

(MDMS) to produce an estimated bill. If a Meter is not communicating at the time of a daily register reading or interval reading is expected, the MDMS will temporarily estimate the reading. Once the meter begins communicating with downstream systems, any actual reading will replace any estimated readings. In the instance a customer's meter is not communicating during the periodic billing window, the customer will receive an estimated bill, which will be marked clearly and in bold print on the bill.

The Company 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, or interval data during the Billing Month if available. If the same Billing Month last year or interval data for the Billing Month 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 meter reading used to calculate the bill so that the Customer shall be billed only for the actual Service used.

If the billed meter reading 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 “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.

30. 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.

31. 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

32. 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) PaperFree Billing (Opt-out option)

The Company's electronic billing (eBilling) option is an electronic method to send and pay bills electronically, rather than through a paper billing process. eBilling provides real-time notifications, bill analysis, simple payment options, personalized energy-saving tips, faster bill notice, immediate payment confirmation and billing alerts. Should the Customer desire not to be enrolled in the eBilling option, the Customer may simply opt-out at any time.

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c) 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 "Amount to be Drafted on [date]". 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.

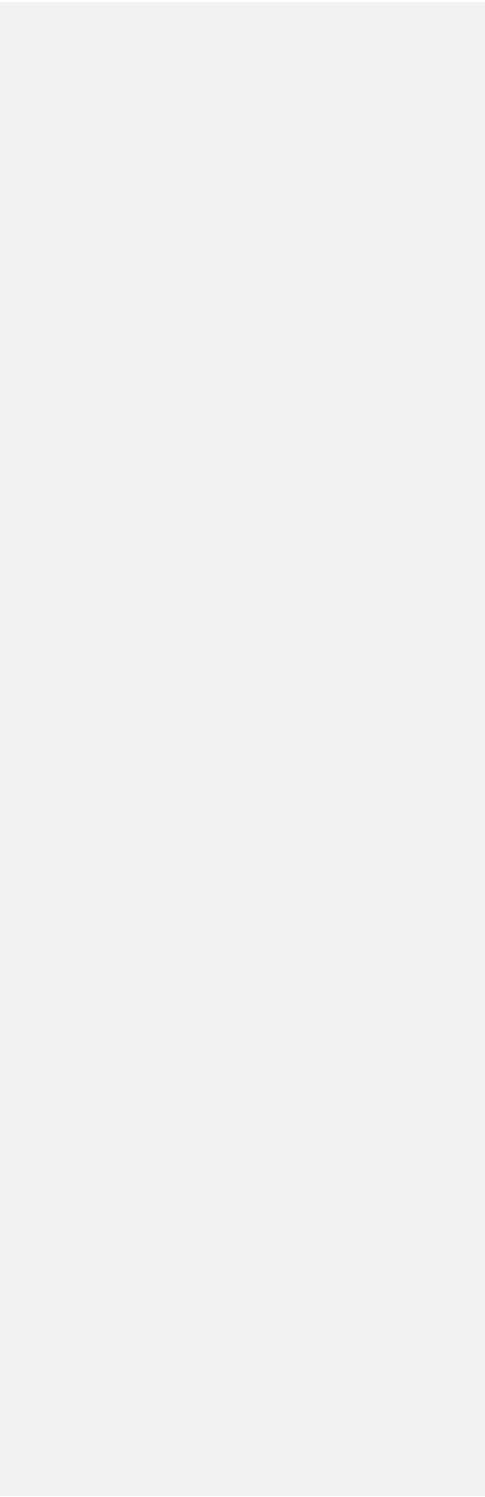
d) Levelized Billing/Budget Billing

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:

Entergy New Orleans, LLC



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.

e) Third (3rd) Party Notification

The Company's 3rd 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.

f) Green Power Option

The Company's Green Power Option allows Customers that meet the minimum requirements defined in the Company's Green Power Tariff to pay a premium rate in exchange for having the Company procure Renewable Energy Credits ("RECs") to offset part or all of the Customer's monthly energy usage with RECs.

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

34. 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.

35. 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.

36. 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. There is no fee to the Customer for any meter test where the meter is found to be outside of the range of accurate registration. For meter tests performed at the request of the Customer where the meter is found to be within the range of accurate registration, a fee will be charged when the request is made during the initial twelve months of installation for the meter or when a meter test has already been performed in the past twelve month period. The charge for such tests is stated in Rate Schedules MES and 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 29 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.

37. 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 payment by check, bank draft, or other form of 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.

38. 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.

39. 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).

40. 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 provide, through Written Communication, a disconnection notice to the Customer (or the Customer's 3rd 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 Written Communication is transmitted, 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 41). In the event that payment or payment arrangements are not made by the Customer within five (5) business days after transmission of the Written Communication, the Company, purely as a matter of courtesy, shall place a reminder call to the Customer and/or any 3rd 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 32 of these Service Regulations.

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In the event Service is suspended for non-payment of bills, the Customer will normally be subject to a reconnection charge (See Section 42), payment of unpaid balances, applicable deposit adjustments (See Section 49), and any other appropriate charges as provided for herein.

41. 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 51 "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 Warning² (or other such term that reflects a Heat Index of ~~115-105~~ degrees F or higher) issued for Orleans Parish, or the Governor of the State of Louisiana declares a State of Emergency, whichever is longer, or (v) on a weekend, holiday, or the day before a holiday or Friday after 1:00 PM.

For Customers with a certified Life Support medical condition and registered with the Company as such (see Section 50 "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.

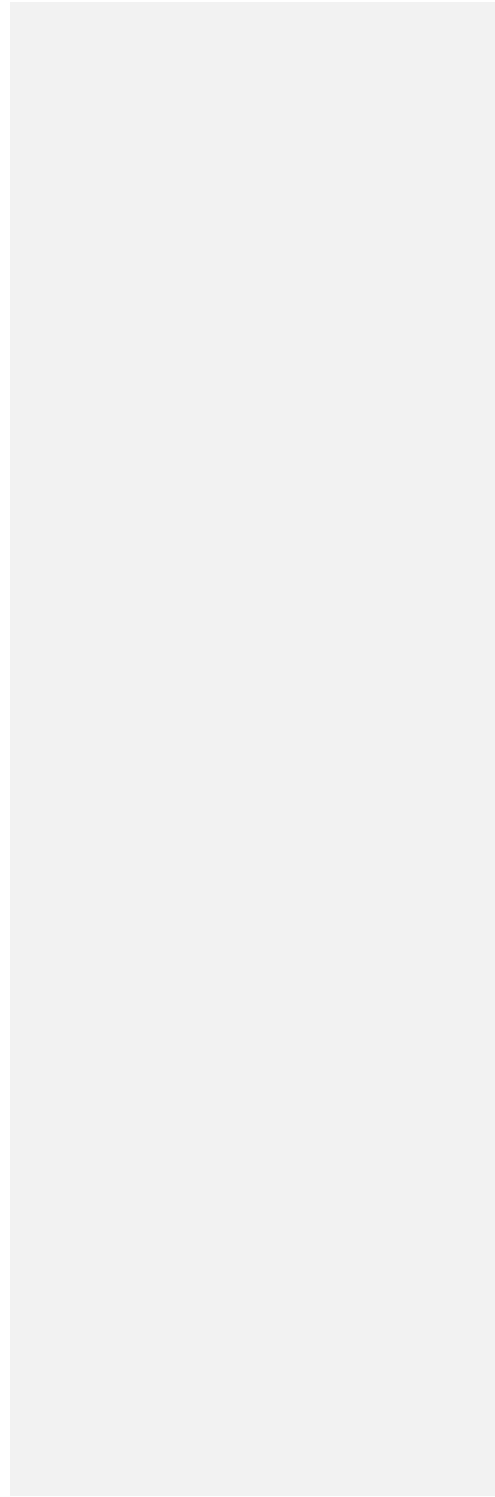
In those instances where the Company must terminate or refuse to restore Service to a Customer that has been certified to have a special medical need that would be severely impacted by the cessation or refusal to restore Service, the Company will take reasonable steps to allow the affected Customer or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

² 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 ~~105-115~~ 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.

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42. 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 40. 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. Monday through Friday (excluding Holidays), Service will be restored the day payment is received.

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43. 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 49 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.

When Service Diversion is found at an active location, the Customer will be required to pay the Standard Average Diversion Charge (as outlined in the Company's MES or MGS tariff), 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.

44. 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.

45. 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 (see Section 48).

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46. 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.

47. 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. Electric Service A residential deposit of \$215.00 may be assessed for each Service where such Applicant has no credit score, chooses not to avail themselves of the credit scoring process, or is found to be not eligible for waived deposits.

ii. Gas Service A residential deposit of \$70.00 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.

iii. Combination Electric and Gas Service A residential deposit of \$285.00 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.

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).

48. 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 45). 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 15 on "Company's Right to Suspend Service," herein.

49. 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 or other form of payment that is not honored by the Customer's financial institution; (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 finaled the Company will apply the Customer's deposit pursuant to Section 45.

50. 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 a continuous supply of 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 15 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.

51. Customer Complaints. Customer complaints shall be directed to Entergy New Orleans, LLC through its Customer Contact 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. Upon receiving a Customer complaint, the Company’s Customer Contact 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 Contact Center or Customer Care Representative 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 Contact Center or the Customer Care Center, the complaint is forwarded to the Company’s Customer Service Support Department. The Customer Operations and Support 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 Specialist 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 send Written Communication to the Customer regarding: the disposition of the informal complaint, and reasons therefor; 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.

52. 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 Contact Centers, or through the Company's website: 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.

53. 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.

54. 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.

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55. 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.

56. Release of Aggregated Whole-Building Data. The Company shall release aggregated whole-building data to the owner of a building or the owner's designated representative upon request subject to the following conditions:

1. The data shall only be released subject to a Council-approved process, which includes verification of the building owner's identity, verification of the specific meters associated with the building, notification to customers whose accounts are aggregated in the whole-building data, and a process for the Customer of any account with an involved meter to challenge the appropriateness of the release of the data.
2. The data must be an aggregation of data from all meters associated with a building. There must be at least four active meters associated with the building and at least four unique Customers for which data is aggregated. For buildings with fewer than four active meters or unique Customers, specific written permission from all Customers with meters associated with the building is still required prior to the release of the data. Further, specific written permission from all Customers with meters associated with the building is also required where a single Customer constitutes more than 50% of the building's monthly energy use.
3. The use of such data by building owners and their designated representatives must be limited to energy use benchmarking, energy efficiency and energy management, obtaining financing for energy efficiency improvements to the building in question, or obtaining energy efficiency certifications or ratings for the building in question, such as, but not limited to, an Energy Star rating.

ARTICLE VIII. CUSTOMER PROTECTIONS

DIVISION 1. GENERALLY

Sec. 158-1041. Purpose.

The purpose of this article is to create a customer bill of rights which includes an expedited process for addressing certain complaints filed against utilities providing electric and/or gas services to customers in the city. (M.C.S., Ord. No. 22814, § 1, 9-20-07)

Sec. 158-1042. Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Complaint—A serious or good-faith difference between the customer and utility concerning the imposition of a utility charge, rule or service that would constitute a violation of the customer service regulations, and that would require an investigation, account review and/or may require corrective action by the utility, whether the complaint is written or communicated orally, e.g., the misapplication of a council-approved electric or natural gas rate schedule for service, including net metering service as approved by council resolutions R-07-132 and R-07-221:

- (1) The misapplication by the utility of council-approved customer service regulations;
- (2) The inaccurate reading of a customer's meter, or the failure of a meter to correctly record consumption within the range of accuracy established in the customer service regulations, and failure to routinely read customer's meter and the use of an inordinate amount of estimating for billing purposes;
- (3) Disconnection without cause, the improper disconnection of service, lack of appropriate notification of impending disconnection, or failure to adequately notify of scheduled outages on the distribution system;
- (4) Failure to return customer deposits with interest on a timely basis and misapplication of credit scoring procedures and information;
- (5) Failure to keep scheduled appointments with the customer or his/her representative;
- (6) Unauthorized release of customer confidential information, payment history and consumption patterns.

Certain issues are more appropriately resolved in other forums, either by the Council itself, judicially, or in other proceedings designed specifically for their resolution and, accordingly, disagreements with respect to the level of council-approved rate schedules (including the level of charges pursuant to automatic adjustment clauses), the appropriateness of the utility's automatic adjustment formulae, or claims for property damage against the utility shall not constitute the basis of a complaint under this article. Similarly, those matters set forth in section 158-1057, for which an administrative hearing is not available, shall be subject to immediate dismissal by the complaint officer.

Complainant— A customer who files a complaint regarding utility service with a utility or the council utility regulatory office.

Complaint officer— A neutral, independent, third-party entity with the requisite knowledge, experience in dispute resolution procedures and administrative capacity retained to preside over the hearing and disposition of customer complaints as defined in this section, the prudent cost of which complaint officer, including administrative expense, shall be includable as an appropriate revenue requirement of the utilities. Where appropriate and upon reasonable request, the complaint officer may be provided technical assistance by the council, at the council's discretion.

Council—Council of the City of New Orleans.

Customer bill of rights— The enumerated rights expressly established in section 158-1045 of the Code of the City of New Orleans.

Customer care center—Utility offices located in the city that provide customers the opportunity to transact their utility-related business in person with representatives of the utility.

Customer call center— The toll-free customer service telephone number established for use by Entergy New Orleans, Inc., and Entergy Louisiana, LLC. customers.

Customer complaint and dispute resolution process—The process and procedures set forth in sections 158-1041 through 158-1059 of the New Orleans City Code, as amended, which process shall be supplemental to, but not inconsistent with, the rights otherwise conferred by the Home Rule Charter of the City of New Orleans, the New Orleans City Code or other applicable Louisiana law.

Customer service regulations ("service regulations")—The regulations approved by the council in a resolution to be adopted prior to the effective date of this amended ordinance as provided in section 158-1043 of this article, including any amendments thereto that may be adopted by the council from time to time, such regulations to govern the utility's provision of electric and gas service in New Orleans and embodying the rights and obligations of utilities and customers with respect to each other.

Estimated bill—A bill for electric or gas utility service based on the procedures provided for in the customer service regulations which approximates customer usage by the utility, but is not based on a meter reading by the utility or customer.

Utility(ies)—All gas, power and electric utilities, including Entergy New Orleans, Inc. and Entergy Louisiana, LLC providing services in New Orleans and subject to the regulatory jurisdiction of the Council.

Utility service—Service provided by any such public utility subject to regulation by the council.

(M.C.S., Ord. No. 22814, § 1, 9-20-07)

Sec. 158-1043. Applicability.

The customer complaint and dispute resolution process shall:

- (a) Apply to all Utility Service and shall be available to any Customer of any such Utility under the supervision, regulation and control of the Council, and
- (b) Become effective October 27, 2007.

(M.C.S., Ord. No. 22814, § 1, 9-20-07)

DIVISION 2. BILL OF RIGHTS

Sec. 158-1044. Purpose.

The purpose of this bill of rights is to set forth the rights that, at a minimum, must be provided ratepayers by utilities operating in the city. The rights created herein with respect to the customer complaint and dispute resolution process are in addition to any other rights a customer may have.

(M.C.S., Ord. No. 22814, § 1, 9-20-07)

Sec. 158-1045. Enumerated rights.

Among the rights that are more fully set forth in the council-adopted customer service regulations governing the provision of utility services in New Orleans, customers shall have the following rights:

- (a) The right to safe and reliable service in accordance with industry standards.
- (b) For residential customers, the right to choose to pay a deposit or obtain a satisfactory credit score in lieu of a deposit on a nondiscriminatory basis. For commercial and industrial customers, the right to choose to pay a deposit or to obtain an irrevocable bank letter of credit or surety bond from a bank or surety company acceptable to the utility.
- (c) The right to earn interest on any deposit at a rate ordered from time to time by the council.
- (d) For residential customers, the right to have any deposit returned after 24 months if customer has paid its bills on time for the preceding 12 months or, at any time, if customer discontinues receiving service from the utility and does not have an outstanding balance with the utility.
- (e) The right to have customer information, including payment history and consumption patterns, kept confidential, unless the Customer provides written consent or voluntarily discloses the information to the public.
- (f) The right to receive written notice from the utility at least five days prior to the disconnection of service due to nonpayment. During the five-day period, customer may either make payment or request alternate payment arrangements to avoid disconnection.
- (g) The right to not have service disconnected when: (1) the temperature for the day is forecast to remain at or below 40 degrees Fahrenheit or the night-time temperature is forecast to be 32 degrees Fahrenheit or lower, or (2) if the high temperature for that day is forecast to be 100 degrees F or higher, or (3) if the National Weather Service issues an Excessive heat warning (or such term that reflects a heat index of 105+5 degrees F or higher) issued for Orleans Parish, or the Governor of the State of Louisiana declares a State of Emergency, whichever is longer for Orleans Parish for the day.¹ Once the National Weather Service issues an excessive heat warning, the utility is prohibited from reinstating normal disconnect policies for the remainder of the day, regardless of whether the excessive heat warning is subsequently lifted during the day.
- (h) The right to have a special medical designation which prohibits service from being disconnected for 30 days if customer is on life support or has another life-sustaining medical treatment system which

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¹As of June 18, 2001, the National Weather Service (NWS) made a temporary change in terminology used to identify heat events. What had previously been referred to as a "heat advisory" 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.

requires electricity or natural gas. Customer has the right and obligation to provide the utilities written medical certification from a licensed physician as to customer's condition to receive this special designation.

- (i) The right to not have service disconnected on a weekend, holiday, day before a holiday or Friday after 1:00 p.m.
- (j) The right to have same-day service for reconnection as long as payment is received by the utility or one of its duly authorized quick pay centers before 7:00 p.m. on the day of the requested reconnection.
- (k) The right to have a meter that is regularly maintained and accurate. The maintenance and assurance of accuracy is the responsibility of the utility.
- (l) The right to have the utility test customer's meter as provided for in the customer service regulations.
- (m) The right to be charged only for actual usage of electricity and gas service based on accurate metering or an estimation process consistent with prudent utility practices as defined in the customer service regulations.
- (n) The right to have complaints relative to accuracy resolved prior to disconnection so long as during the pendency of the complaint, customer pays the amount currently chargeable for monthly or seasonal period(s) (as appropriate) at issue at customer's level of usage for the corresponding monthly or seasonal period(s) during the prior year, or, in the event such usage is not available, the average usage for the customer class for the corresponding monthly or seasonal period(s), unless the customer and the utility mutually agree to an alternative payment arrangement.
- (o) The right to not have late fees charged on the portion of a bill that is the subject of a complaint as provided for in the customer service regulations.
- (p) The right to participate in the customer complaint and dispute resolution process set forth herein.

(M.C.S., Ord. No. 22814, § 1, 9-20-07)

DIVISION 3. CUSTOMER COMPLAINT AND DISPUTE RESOLUTION PROCESS

Sec. 158-1046. Applicability .

The customer complaint and dispute resolution process established herein shall be applicable to the customer service regulations to be adopted pursuant hereto including the enumerated rights as set forth in section 158-1045 as amended herein.

(M.C.S., Ord. No. 22814, § 1, 9-20-07)

Sec. 158-1047. Purpose.

The purpose of the customer complaint and dispute resolution process is to set forth a procedure to address, on an expedited basis, certain customer complaints as defined in section 158-1042 against utilities. The process is intended to be easy, inexpensive and result in an independent, neutral, nonbinding assessment of whether there has been a violation by the utility of the customer service regulations, including the provisions of the customer bill of rights as set forth in section 158-1045.

(M.C.S., Ord. No. 22814, § 1, 9-20-07)

Sec. 158-1048. Informal complaint filed directly with utility required.

- (1) All complaints must initially be submitted informally for resolution directly to the utility prior to filing a formal complaint by a customer. In the event the matter of the complaint involves the potential disconnection of a customer's service, the customer must file the informal complaint no later than the day prior to the day for which the disconnection of service has been scheduled by the utility as so noticed to customer. When an informal complaint is filed with the utility, the utility is required to use its best efforts to resolve the complaint via its customer issue resolution process as provided for in its then-effective customer service regulations. If the subject of a complaint is the accuracy of a bill, the utility shall not terminate the service of the customer for nonpayment of the charges that are in dispute so long as during the pendency of the complaint, customer pays the amount currently chargeable for monthly or seasonal period(s) (as appropriate) at issue at customer's level of usage for the corresponding monthly or seasonal period(s) (as appropriate) during the prior year or, in the event such usage information is not available, the average usage for the customer class for the corresponding monthly or seasonal period(s), unless the customer and the utility mutually agree to an alternative payment arrangement.
- (2) If a satisfactory disposition of the informal complaint has not been reached between the company and the customer within ten business days of the date of receipt of the informal complaint, the utility shall notify the customer, in writing by mailing to customer's address via certified mail, return receipt requested, of his or her right to file a formal complaint through the council utilities regulatory office and provide a copy of the council-approved customer bill of rights pamphlet.
- (3) The utility's notice shall indicate clearly that the formal complaint must be filed within ten (10) calendar days of the date the customer receives notification of the disposition of the informal complaint. The utility's notice shall include a clear indication and basis for the company's disposition of the informal complaint. The returned receipt of the United States Postal Service shall constitute prima facie evidence of the date notification is received by the customer.

(M.C.S., Ord. No. 22814, § 1, 9-20-07)

Sec. 158-1049. Form of informal complaint.

An informal complaint is initiated directly with the utility through either a written communication submitted through the utility's customer care center or verbal communication with a utility representative at the utility's customer care center or through the Entergy call center, 1-(800) ENTERGY. All informal complaints are to be duly noted and logged by the utilities in their customer service information systems and the customer shall be provided the appropriate reference number. Although there is no special form requirement for an informal complaint, a customer should provide the utility with a detailed description of the problem and all the necessary facts giving rise to the problem. In receiving the complaint, the utility shall obtain, from the customer or otherwise, at least the following: The name of the Customer and the most expeditious means of contact via telephonic, cellular, and/or electronic e-mail communication during normal business hours;

- (a) Verification of the address of the customer and, if different, the address at which service is provided;
- (b) The account number of the customer;
- (c) The name of the utility;
- (d) A brief statement of the dispute;
- (e) A copy of any correspondence between the customer and the utility regarding the dispute;
- (f) The date, if any, of proposed service termination;

(g) The relief sought.

This information shall be specifically included by the utility in any written disposition provided to the customer at the conclusion of the informal complaint process pursuant to section 158-1048.

(M.C.S., Ord. No. 22814, § 1, 9-20-07)

Sec. 158-1050. Customer service manager review.

As part of the informal complaint process and in accordance with the provisions of the customer service regulations regarding customer complaints, customers filing complaints against a utility shall have the right to a supervisory review of the utility's decision with respect to the disposition of the informal complaint. This review shall be conducted by the customer service manager or other appropriate company representative at an equivalent responsibility level.

(M.C.S., Ord. No. 22814, § 1, 9-20-07)

Sec. 158-1051. Formal complaint filed with council utilities regulatory office.

A formal complaint shall be complete and in writing, signed by the customer and shall be filed with the council utilities regulatory office within ten calendar days of the date the customer receives written notification of the disposition of the informal complaint. The form for filing such a complaint shall be made available at the council utilities regulatory office and all customer care centers during regular business hours and shall be mailed to customer by the utility upon customer's request. The complaint form shall include, at a minimum:

- (1) Attachment of a copy of the written disposition of the informal complaint received by the customer from the utility;
- (2) A written acknowledgement by the customer authorizing the release to the council utilities regulatory office and the complaint officer of any confidential customer information germane to the complaint;
- (3) A clear statement of the dispute and, if known, identification of the customer service regulation(s) the customer alleges the utility has violated;
- (4) The relief sought; and
- (5) Any other supplemental appropriate information as the customer shall deem relevant to the dispute.

(M.C.S., Ord. No. 22814, § 1, 9-20-07)

Sec. 158-1052. Notice of formal complaint.

- (1) The council utilities regulatory office shall advise the affected utility whenever a formal complaint has been filed and shall provide a copy of the complaint to the director of customer service and department of regulatory affairs of the utility and the designated complaint officer within three business days of the filing of the complaint.
- (2) The utility shall, by fax or other suitable means of communication, immediately, but in no event more than three business days later, written acknowledgment of the receipt of the complaint to the council utilities regulatory office, the complaint officer and the customer, which acknowledgment may also contain a written response setting forth the utility's position with respect to the allegations contained in the complaint and/or any grounds that exist which, in the opinion of the utility, constitute the grounds for the immediate dismissal of the complaint. The utility's response shall also include a copy of any report produced by the Utility in

connection with any informal investigation of the complaint, and such other records of the utility in its dealing with the informal complaint of the customer in its informal complaint process.

(M.C.S., Ord. No. 22814, § 1, 9-20-07)

Sec. 158-1053. Complaint officer.

- (1) Formal complaints shall be heard by the complaint officer. The complaint officer shall conduct and arrange for an administrative hearing of all eligible complaints. The complaint officer shall make a finding as to whether the customer service regulations, including any of the customer's enumerated rights, have been violated by the utility and, if necessary, recommend an appropriate remedy. However, the complaint officer shall not award any monetary damages.
- (2) The complaint officer shall have the authority to resolve complaints through settlement on terms that are mutually agreeable to all parties. Such settlements are encouraged and can occur prior to and in place of a formal hearing.
- (3) The complaint officer shall also have the authority to dismiss summarily, and without hearing, Complaints that are deemed frivolous, that fail to meet the definition of complaint stated in section 158-1042, or that are otherwise ineligible for administrative hearing as set forth in section 158-1057. Where eligibility for hearing is raised as an issue, the determination of whether a complaint is eligible for administrative hearing shall be made by the complaint officer and a decision on the eligibility of the complaint for hearing shall be made and issued within eight business days of notice of formal complaint issued by the council utilities regulatory office.
- (4) Where appropriate, and given unusual and complex situations, the complaint officer may request technical assistance that may be provided by the council, at its discretion.

(M.C.S., Ord. No. 22814, § 1, 9-20-07)

Sec. 158-1054. Timing and notice of administrative hearing.

Unless otherwise ordered by the complaint officer taking into account any unique or special circumstances of the customer's ability to attend on a proposed date, formal complaints shall be heard within 20 business days of issuance of notice of complaint by the council utilities regulatory office, but in no event later than 30 business days of the issuance of notice of complaint by the council utilities regulatory office. The complaint officer shall provide written notice of the date of the hearing to the customer and the utility. The notice shall state the potential consequences of any failure to appear for the hearing. Service of such notice shall be made at least five business days prior to the hearing date unless the parties agree to a shorter time period. Written notice may be waived by the parties. Hearing shall be held during regular business hours of 9:00 a.m. to 5:00 p.m. at a location in the city. In order to balance the parties' right to be heard with the cost-efficiency of the customer dispute resolution process described herein, the hearing of the formal complaint shall not exceed one and one-half hours in duration, except in cases of extraordinary circumstances where the complexity of the complaint may warrant, the complaint officer may permit additional time for hearing, but in no event shall the hearing exceed three hours in duration.

(M.C.S., Ord. No. 22814, § 1, 9-20-07)

Sec. 158-1055. Failure to attend hearing.

Failure to attend a hearing may be a basis for dismissal of a complaint, or, with respect to the utility, a finding in favor of the complainant.

(M.C.S., Ord. No. 22814, § 1, 9-20-07)

Sec. 158-1056. Administrative hearing procedures.

Customers may represent themselves or be represented by counsel or any other person of their choosing. Parties shall have the right to present evidence, call witnesses, and present written materials and a summary of their position. Both the parties and the complaint officer shall have the right to question all witnesses. The complaint officer shall have the discretion to limit any line of questioning to the relevant issues in dispute and the allotted time for summaries of each party's position. The formal rules of evidence shall not apply, although the complaint officer may exclude irrelevant or unduly repetitious evidence.

(M.C.S., Ord. No. 22814, § 1, 9-20-07)

Sec. 158-1057. Restriction on administrative hearing.

A customer may not request an administrative hearing if:

- (1) The customer/applicant did not initiate a complaint that follows the procedures required for informal customer complaints as provided for in the relevant section(s) of the customer service regulations applicable to electric and gas service by Energy New Orleans, Inc. and [Energy Louisiana, LLC](#) on or before the 90th day after the customer knew or should have known about the subject of the dispute; or
- (2) The customer/applicant did not file a formal complaint requesting an administrative hearing; or
- (3) The customer/applicant is disputing:
 - (a) The terms or denial of a deferred payment agreement voluntarily offered to the customer by the utility;
 - (b) The customer's financial ability to pay for utility services provided by the respective utility;
 - (c) A council-approved rate schedule, fuel adjustment clause, or purchased gas adjustment clause;
 - (d) Unlawful use of service, damage to utility equipment, unauthorized sale of utility service, or violation of law;
 - (e) The right of the respective utility to collect for undercharged costs or charges assessed for an unlawful use of service, or damage to utility equipment;
 - (f) The complaint involves utility consumption and:
 - (i) As part of the informal complaint process dealing with the customer's complaint, the customer's meter has been tested and has been determined to be accurate; or
 - (ii) The customer has refused a meter test on the basis that they, in accordance with the service regulations, may be required to bear the cost of such test if the meter is found to be accurate;
 - (g) Denial or discontinuance of utility service based on a danger to public health or safety;
 - (h) A matter subject to a court decision;
 - (i) The application or amount of a security deposit; or
 - (j) A claim for property damage made against the utility.

(M.C.S., Ord. No. 22814, § 1, 9-20-07)

PART II - CODE
Chapter 158 - UTILITIES
ARTICLE VIII. - CUSTOMER PROTECTIONS
DIVISION 4 COMPLAINT OFFICER FINDING(S)

DIVISION 4 COMPLAINT OFFICER FINDING(S)

Sec. 158-1058. Form and issuance of finding(s).

- (1) Within 15 calendar days after the close of the hearing, the complaint officer shall issue on the form provided by the council utilities regulatory office written findings which set forth whether there has been a violation of the customer service regulations or the customer's enumerated rights by the utility, the basis for that conclusion and, a proposed remedy, or the terms of any settlement reached between the parties prior to or during the hearing.
- (2) In the event that settlement was reached by the parties prior to or during the hearing, the complaint officer shall indicate that resolution was reached without hearing and that the customer's right to hearing and a complaint officer finding was voluntarily waived.
- (3) In cases involving a billing dispute in which the complaint officer has determined that all or part of the amount in dispute is owed by the customer, the complaint officer may, for good cause stated in the finding, propose that the amount found outstanding be paid in installments, which installments shall not extend for more than three months in duration.
- (4) In cases involving a billing dispute in which the complaint officer has determined that all or part of the amount in dispute is owed by the utility, the complaint officer may, for good cause stated in the finding, propose that a credit shall be applied to the customer's next effective bill.
- (5) Copies of the complaint officer's finding(s) or the terms of the settlement agreement reached between the parties shall be served upon the parties either personally or by certified united states mail with a copy to the council utilities regulatory office.

(M.C.S., Ord. No. 22814, § 1, 9-20-07)

Sec. 158-1059. Effect of complaint officer finding(s).

The finding(s) of the complaint officer shall be nonbinding. Following the issuance of the complaint officer's finding(s), the parties may exercise any other rights or remedies they may have at law.

(M.C.S., Ord. No. 22814, § 1, 9-20-07)

CERTIFICATE OF SERVICE
UD-23-02

I hereby certify that I have served the required number of copies of the foregoing pleading upon all other known parties of this proceeding individually and/or through their attorney of record or other duly designated individual.

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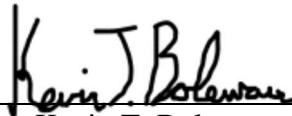
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New Orleans, Louisiana, this 23rd day of February 2024.



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