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**LEGACY ELL SERVICE REGULATIONS APPLICABLE TO ELECTRIC SERVICE**

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**PURPOSE OF REGULATIONS**

The within Regulations are prescribed to govern electric service and are intended to facilitate the rendering of electric service to the Customers of Louisiana Power & Light Company. They are necessary to a clear understanding of the obligations of all parties to the business relations of the Company with its electric customers, and are a part of the Company's Contract with each Customer and part of the Company's Rate Schedules. Any or all of these Regulations not inconsistent with a particular Rate Schedule are as much a part of such Rate Schedule as if repeated therein.

**DEFINITION OF TERMS**

In Rate Schedules, Service Agreements, Service Standards, these Regulations and elsewhere in the expression of facts relating to the service, it is necessary or convenient to use technical and other terms and abbreviations of terms. For the purposes of these Regulations and Standards the definitions set forth in Paragraph 22 shall apply. Whenever terms or abbreviations not defined in Paragraph 22 are used the meaning commonly understood in the industry will apply.

**SERVICE REGULATIONS**

1. **Applications for Service.** Subject to the provisions of these Regulations, and within the territory served by it, the Company will make electric service available to any Applicant desiring service of the type for which the Company has a rate schedule on file upon the signing by the Applicant and the acceptance thereof by the Company, of the Company's standard form of Service Agreement applicable to the class of service desired. Each class of service, at each location at which it is desired, shall be covered by a separate Service Agreement. There shall be a separate application of the appropriate Rate Schedule for each Service Agreement and each point of delivery.
2. **Availability.** Applications for service will be accepted by the Company whenever the premises at which service is desired are located on distribution lines of a character and capacity suitable for the delivery of the service applied for, and the Applicant has satisfied the requirements of these Regulations, and the applicable Rate Schedules, and the Company has sufficient electric power and energy at such point for such service.
3. **Extension or Addition of Facilities.** Whenever extension of lines or addition of other facilities are required to satisfy the conditions of the Applicant and such extensions do not exceed three hundred (300) feet, or such additions or combination of extensions and additions, will cost no more than two (2) times the minimum annual revenue and for which the Applicant furnishes to the Company adequate and satisfactory guarantees, the Company will accept the application and make such additions or extensions without cost to the Applicant. The Company will be the sole judge of all questions relating to cost, revenue, terms, conditions and adequacy of any guarantee of revenue and the term of contract it will require in order to safeguard its investment in extensions and additions. (See paragraph 22 (O) for definition of cost.)

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4. **Temporary Service.** Service for installations not intended to be permanent shall be classed as temporary. The Company may refuse to render temporary service if in its judgment it would impair service to its regular customers. In no event shall the Company be required to render temporary service until the Applicant therefor 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, as well as the cost of any material or equipment used in connection with such service which is no longer serviceable, plus any amounts required under paragraph 9 hereof. The cost of installing, dismantling and returning to the Company's store rooms of any material 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 Customer in addition to the charges for service arrived at by the application of appropriate Rate Schedules. Service to carnivals, circuses, 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 Regulation.
5. **Rights-of-Way.** Where line extensions are necessary to effect delivery of service, the Company shall not be required to make such extensions and deliver service unless and until the Applicant delivers to the Company free of all cost, satisfactory permits, servitudes or easements granting to the Company the right to construct, operate, maintain and remove such extensions across or over any affected private property.
6. **Point of Delivery.** Unless otherwise specified in the Service Agreement the point of delivery of service shall be on the outside walls of the Applicant's or Customer's building at a point nearest the lines of the Company and not less than fifteen (15) feet above the ground. All wiring and appliances located on the Customer's side of the point of delivery shall be (Subject to paragraph 11, Metering) furnished, installed and maintained by and at the expense of the Customer. All wires, and devices on the Company's side of the point of delivery will be furnished, installed and maintained by and at the expense of the Company. The Company's Rate Schedules contemplate (unless otherwise stated in the Schedule) that all connections between the Company's lines and the point of delivery will be aerial (overhead) wire by the shortest and most direct route. If for any reason the Customer desires underground connections or other overhead wire arrangements the cost of which is greater than that of such direct overhead wire then such connections will be furnished, installed and maintained by the Customer and the point of delivery will be that point at which such underground or special connection attaches to the lines of the Company.
7. **Connection to Company's Lines.** All connections to the lines, wires or apparatus of the Company will be made by the Company without regard to whether the cost thereof shall by these Regulations or otherwise be required to be made at the expense of the Customer.
8. **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 Customer before service is made available. The Company may refuse or discontinue service to any Customer's installation it deems unsafe but the Company shall not be responsible for any loss or damage resulting from any such defective installation and the fact that the Company has established service shall not imply its approval of any such installation.

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9. **Deposits.** The Company may at any time require the customer to deposit with it, as security for the payment of bills, a sum equal to twice the estimated maximum monthly bill of the Customer. Such deposit will be returned to the Customer on final discontinuance of service provided that all indebtedness of the Customer to the Company has been paid. The Company will pay interest on the amount of any such deposit held. In the case of deposits made for temporary service for periods of less than one month such deposit will be an amount sufficient to insure payment for such temporary service.
10. **Use of Service.** The Customer shall use service only for the purposes enumerated in the Service Agreement, shall not resell or otherwise permit the use of service by any third party or on any other premises and shall not use service from any other source during the life of his Service Agreement without the written permission of the Company. All equipment, appliances or devices of any description operated by the Customer shall have such characteristics and be so installed, controlled, operated and protected that their starting operation, stopping or failure shall not cause violent, rapid or continuous fluctuation in voltage or cause disturbances on the Company's system or to its service to other Customers. (For particulars consult the Company's Service Standards.)
11. **Metering.** All metering devices required to measure the Customer's service will be furnished, installed and maintained by the Company. The registration of Company's meters shall be prima facie evidence of utilization of service by the Customer. An accessible, protected and satisfactory location on the Customer's premises shall be provided by the Customer unless the Company elects to install meters on poles or other locations controlled by it. The Customer's wiring shall be arranged to facilitate the installation of the Company's meters when located on his premises. Not more than one metering installation will be made for one Service Agreement or one class of service at each location. Customers should freely consult the Company for information regarding service or the installation of wiring and facilities. (More detailed information concerning the Company's installation may be had by reference to the Company's Service Standards.)
12. **Customer's Installation.** All 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 in accordance with the rules of the National Board of Fire Underwriters as prescribed in the "National Electrical Code" in effect at the time, or with the rules or practices required by any other agency having jurisdiction. The Company does not, however, assume the duty of determining 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 had by reference to the Company's Service Standards.)
13. **Customer's Liability to Self and Third Parties.** Customer is solely responsible for the use, abuse, disposition or presence of electricity on the Customer's side of the point of delivery.
14. **Customer's Liability to the Company.** The Customer shall be responsible to the Company for any loss or damage to Company's property resulting from: (1) abuse of service or equipment, (2) creation of demands in excess of those contracted and provided for, and (3) losses or damage to Company's property located on Customer's premises caused by any third party.

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15. **Continuity of Service.** The Company shall use reasonable diligence 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 unavoidable or due to unforeseen difficulties or causes beyond its control.
16. **Suspension of Service.** Service may be suspended by the Company without notice for any of the following causes: (a) on account of or to prevent fraud or abuse, (b) for repairs or changes in Company's service facilities, (c) on the discovery of conditions dangerous to life or property, (d) for failure of Customer to comply with any of these Regulations, (e) for Customer's default of contractual obligations, or (f) because meter on Customer's Premises has been damaged or tampered with. Service may be suspended after due notice upon failure of the Customer to pay amounts due for service rendered. In the event service is suspended for non-payment of bills it will not be restored until the Customer pays all such bills plus a fee of ~~\$1.00~~ to partially cover the cost of suspending and restoring service. Service suspended for other causes 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 available to it. Failure to exercise any right shall not constitute a waiver of that right.
17. **Meter Tests.** The Company will regularly test its meters and maintain their accuracy of registration in accordance with good practice which shall be consistent with the use of service, elapsed time and nature of the load metered. Such practice will conform to the requirements of law or regulations of governmental agencies having jurisdiction. Special tests will be made upon the application of the Customer and will be done at the expense of the Company. If the Customer requests another test before the expiration of a six months period the test will be done at the expense of the Company if the results of such test shows that the average accuracy of registration of the meter is less than 98% or more than 102% of correct registration, but if the average accuracy is as high as 98% and as low as 102% of accurate registration the Company may make a charge of \$3.00 to partially cover the cost of such test.
18. **Adjustment of Bills.** Whenever a meter test discloses average registration of less than 98% or more than 102% of correct average registration the Company will adjust bills to compensate for such incorrect 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 months.
19. **Access to Customer's Premises.** The Company shall at all reasonable times have access to the premises of the Customer for the purpose of installing, testing, reading, inspecting, repairing, altering or removing any of its property located on Customer's premises, and for other purposes necessary to enable it to render service or determine the Customer's compliance with the Service Agreement.

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20. **Alternative Rate Schedules.** 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 Schedule, once selected by a Customer will continue in effect for not less than one year unless (1) the Schedule is lawfully modified, superseded or cancelled, (2) a permanent change in Customer's load or conditions of service render the Schedule inapplicable, (3) the Customer's Service Agreement is terminated in accordance with its provisions.
21. **Scope and Change of 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 service contracts and Rate Schedules. Insofar as any regulation or condition is applicable thereto they are as much a part of any particular 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 Rate Schedule, the provisions of the Rate Schedule shall govern.
22. **Definitions.**
- A. **Applicant or Customer.** A person, firm, individual, partnership, association, corporation or any governmental agency applying for or taking service.
  - B. **Type of Service.** The electrical attributes of the service: phase, voltage, frequency.
  - C. **Class of Service.** Service intended to be rendered under a particular Rate Schedule such as Residential Service, Commercial Service, etc.
  - D. **Company.** Louisiana Power & Light Company, its officers, agents, employees, successors or assigns.
  - E. **Company's Installation.** In general, all the wires, appliances, devices, etc. , on the Company's side of the point of delivery, and such devices as may be installed for metering electric service on Customer's side of the point of delivery.
  - F. **Contract or Service Agreement.** The written and signed agreement embodying all the conditions and terms governing service. If for any reason no written agreement exists, the provisions of such an agreement, in the Company's standard forms, will be presumed to apply.
  - G. **Customer's Installation.** In general, all the wires, appliances, devices or apparatus of any kind or character on the Customer's side of the point of delivery except the meters, metering devices and accessories of the Company that may be located on the Customer's side of the point of delivery.

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- H. **(1) Demand, (2) Maximum Demand, (3) Contract Demand, (4) Billing Demand.** (1) The rate of use of service, during or averaged over a stated period, (2) The maximum of such rate of use, (3) The rate of use contracted for, whether used or not, (4) The demand billed or to be billed; each expressed in appropriate units.
- I. **Meter.** The meter or meters and accessory devices of the Company used to measure the power and energy delivered. (A part of Company's Installation.)
- J. **Month.** A period of approximately 30 days, more or less.
- K. **Point of Delivery.** The point where the Company's wires connect with those of the Customer (unless otherwise specified in the "Service Agreement") or where such wires would have been connected in the event, for any reason, such connection shall not have been made.
- L. **Service or Electric Service.** The making available by the Company to the Customer, under a "Service Agreement" of electric power and energy of an agreed capacity at an agreed voltage, phase and frequency at an agreed delivery point, whether or not actually used by the Customer.
- M. **Service Drop.** (A part of the Company's Installation except when otherwise specifically provided.) The wires, cables or conductors connecting the Company's lines with the Customer's installation.
- N. **Year.** Twelve months, 365 months. The period elapsing from any month and day in a calendar year to the same month and day in the next succeeding calendar year.
- O. **Cost (Of Extensions, Additions, etc.).** The term "cost" when applied to the Company's property of additions thereof shall include:
- (1) The invoice cost of all material, equipment and incidental supplies used in the work plus the cost of transportation to the Company's storerooms and an item not exceeding 10% to cover the cost of purchasing, storage, insurance and handling of material.
  - (2) The payroll cost of all labor and direct supervision employed on the work plus employee liability insurance, payroll taxes, subsistence and traveling 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) An item not exceeding 5% of (2) to cover the prorata cost of expendable tools, safety devices, etc.

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(6) The cost, including interest, taxes, insurance, depreciation, operation and maintenance of equipment used such as air compressors, air drills, hole diggers, ditchers, wagons, trailers, tractors, etc., if owned by then Company and the rental and other charges paid therefor 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, operating and maintenance expense charged for at a rate per mile or per hour.

(8) An item not exceeding 10% of the sum of items (1) to (7) inclusive to cover 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) An item not exceeding 1% per month applied to the expended balances on the project, to cover interest and taxes on idle investment, the period to be from the beginning of the project until it is completed and placed in operation.