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## STANDARD TERMS AND CONDITIONS FOR ELECTRIC SERVICE

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### (1) GENERAL

The term "Company" as used herein shall mean CLECO POWER, LLC, its successors or assignees. The term Customer shall mean each present or prospective user of electric service supplied by the Company. The term "LPSC or Commission" as used herein shall mean Louisiana Public Service Commission.

The "Standard Terms and Conditions for Electric Service" shall supersede all previous Terms and Conditions or Rules and Regulations under which the Company or its predecessors have supplied electric service.

All electric service furnished by the Company shall be subject to the provisions of these Standard Terms and Conditions and to the applicable provisions of Company's electric service rate and Rider Schedules.

### (2) APPLICATION FOR SERVICE

At the option of the Company a written application for service may be required from any Customer and a separate application may be required for each point of delivery of service.

### (3) CONNECTION CHARGE

In order to partially cover the cost of making service available, and subject to the limitations hereinafter set forth, the Customer shall pay to the Company, as a connection charge, the amount set forth in its Schedule of Charges on file with the Louisiana Public Service Commission.

This charge shall be applicable only to Customers classified as residential, commercial, or industrial, excepting: contract Customers, churches, schools, nonprofit institutions, and governmental agencies.

### (4) AVAILABILITY OF SERVICE

Service is available in all areas served by the Company where existing distribution lines of adequate capacity and suitable phase and voltage to furnish Customer's requirements are located adjacent to the premises to be served.

### (5) EXTENSIONS OF AND ADDITIONS TO EXISTING FACILITIES

When extensions of or additions to the Company's facilities are necessary to make service available to the Customer, the Company will bear the cost of such extensions or additions to the extent that the additional investment in facilities required provides a reasonable return to the Company. Cost as used herein shall include the entire cost necessary to make service available, including, but not limited to, the cost of rights-of-way and the cost of all lines, transformers, services and any other equipment necessary to deliver service.

For Customers with an anticipated load of less than 300 kVA, the Company will bear the cost of such extensions and additions up to three (3) times the anticipated continuing annual revenue (exclusive of all allowable fuel) to be received from the Customer. For Customers with anticipated load of more than 300 kVA, the Company will perform an economic analysis for each Customer to determine the additional investment justified by the Customer's anticipated continuing annual revenue (exclusive of all allowable fuel).

In the event the cost to provide service exceeds these amounts, the Company may require, as a condition of service, that the Customer contribute toward such cost or guarantee payment of bills for service in sufficient amount and for a sufficient length of time to justify the additional cost. This payment will be collected as a facilities charge as agreed to in the Contract for Electric Service. The Company shall be the sole judge as to cost of extensions of facilities and the amount and adequacy of anticipated continuing and guaranteed revenues, as well as the term of such guarantees. In case of dispute, the Customer may be furnished with evidence of good faith by receiving details of the estimates for purposes of appeal.

**(6) RIGHTS-OF-WAY AND FRANCHISES**

The Company's obligation to furnish service shall be contingent upon its ability to secure and retain all necessary franchises, rights-of-way, permits, etc., at costs which the Company considers reasonable.

The Customer shall furnish to the Company, free of all costs, all necessary rights-of-way over land owned or controlled by the Customer, and over intervening private property when requested to do so by the Company.

**(7) INSPECTION AND PERMITS**

Where municipal or other governmental regulations require an inspection certificate or permit approving the Customer's installation, such certificate or permit shall be obtained by the Customer before service is made available.

**(8) POINT OF DELIVERY**

For residential service, unless otherwise specified in a service agreement, the point of delivery of service shall be at a point outside of the residential structure where the service lines of the Company connect with the electrical wires of the residential structure.

For commercial and industrial service, the Company, at its option, may set the point of delivery of service at the property line, at the transformer, on the Customer's building, or any other place the Company may deem necessary. In either case, the point of delivery shall conform to the Electric Service Standards of the Company. The Company's rate Schedules, unless otherwise stated in the Schedules, contemplate 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 a Customer having a right to make such choice desires underground connections or other overhead wire arrangements, the cost of which is greater than that of such direct overhead route, then the Customer will pay to the Company the difference between the cost of the shortest and most direct overhead facilities and the type of connection chosen.

**(9) ACCESS TO CUSTOMER'S PREMISES**

The Company shall have access to the Customer's premises at all reasonable times, and free of all tolls or other charges, for the purpose of installing, reading, testing, repairing or removing its meters or other facilities, and for all other purposes required by the Company to render proper service to the Customer and to its other Customers. Should the Company be prevented from routinely reading an electric meter because of a locked gate or other reasons related to a Customer's premise, the Company shall, at the Customer's expense, have the right to relocate the electric meter to a readily accessible location or to install special metering equipment to allow reading of the meter.

**(10) USE OF SERVICE**

All facilities, including lines, wiring, apparatus and appliances, beyond the point of delivery shall be furnished, installed, owned and maintained by the Customer. Such facilities shall be installed and maintained in a safe and efficient manner and in accordance with good practice and all lawful regulations. The Company, however, does not assume the responsibility of inspecting the Customer's facilities.

The Customer shall not use the service furnished in any manner that interferes with the provision of proper service to the Company's other Customers.

All service furnished is for the exclusive use of the Customer and shall not be resold or shared with others without the Company's written consent, except as specifically authorized by the LPSC pursuant to applicable Order of the LPSC with respect to specific circumstances.

**(11) BILLS FOR SERVICE**

Customer shall pay monthly for all service furnished in accordance with the rate Schedule applicable to the type of service furnished. Bills will be rendered monthly and are payable within 20 days from date of bill. The terms month and monthly as used herein and in Company's rate Schedules shall designate the period between any two consecutive readings of the Company's meters at approximately 30 day intervals.

**(12) DEPOSITS**

The Company may, at any time, require the Customer to make and maintain a cash deposit as security for payment of bills for service. The amount of such deposit shall be determined by the Company but shall not be more than an amount equal to two (2) times the estimated maximum monthly bill. Such deposits will be refunded to the Customer upon final discontinuance of service and after all indebtedness of the Customer to the Company has been paid. Interest, at the rate of five per cent (5%) per annum, will be paid annually on the amount of any such deposit held for six months or more.

**(13) METERING**

All metering equipment necessary to properly measure the electricity furnished shall be installed, owned and maintained by the Company.

A meter socket must be provided and installed by the Customer.

Customer shall furnish a suitable space, acceptable to the Company, for installation of meters, and other equipment necessary to deliver and measure the electricity supplied by the Company. Customer shall not damage or tamper with said meters and other equipment and shall take all reasonable precaution to prevent others from damaging or tampering with any of Company's equipment located on Customer's premises.

The Company, at its expense, shall test its meters at such intervals as may be required by good operating practice and all lawful regulations and at other times when requested to do so by the Customer, subject to fees approved by the LPSC.

**(14) ADJUSTMENT OF BILLS**

Whenever a meter is tested and found to be inaccurate by more than two per cent (2%) the Company shall adjust past bills for service to compensate for such inaccuracy. Adjustments shall cover the period of inaccurate registration if the length of such period can be determined. Otherwise adjustments shall cover an estimated period as may be mutually agreeable to the Customer and to the Company; however, in no event shall an adjustment cover an *estimated* period of more than six (6) months.

In the event of errors in a Customer's bill, adjustments in favor of the Customer will be refunded in principal only for the period of time such errors are substantiated. In accordance with the Commission's General Order In re: Computer Glitches and Billing errors dated April 21, 1993 (Amending General Order of July 11, 1975), errors in favor of the Company shall be collectible for a maximum period of six months. This provision does not limit the Company's rights to compensation in the event of fraud or theft for any period of time.

**(15) LIABILITY**

The Customer shall be solely responsible for the use and disposition of electricity on the Customer's side of the point of delivery. The Customer shall protect and save the Company harmless and indemnified from injury or damage to persons or property occasioned by the presence, absence, use and disposition of such electricity on the Customer's side of the point of delivery, except where said injury or damage shall be shown to have been caused by the sole negligence of the Company.

The Company shall not be responsible for damages, losses or injuries occasioned by Customer or any other persons who tamper with or attempt to repair or replace any facilities owned or maintained by the Company.

**(16) SERVICE INTERRUPTIONS**

The Company shall use due diligence in the operation and maintenance of its facilities so as to provide safe, adequate and uninterrupted service. However, the Company shall not be liable to the Customer, nor shall the Customer be liable to the Company by reason of the failure of the Company to deliver, or the Customer to receive, electricity as a result of injunction, fire, riot, strike, explosion, flood, accident, breakdown, acts of God or the public enemy or other acts or conditions reasonably beyond the control of the party affected.

The Company shall not be liable for damages occasioned by interruptions of service when such interruptions are necessary to make repairs or changes in the Company's equipment and facilities.

**(17) SUSPENSION OF SERVICE**

The Company may suspend service at any time that the Customer fails to comply with these Terms and Conditions or with the provisions of any contract between the Customer and the Company. At least five (5) days notice will be given to the Customer by the Company of its intent to so suspend service except in cases of emergency or fraud.

When service is suspended for nonpayment of bills it will not be restored until the Customer pays all such bills plus the cost of restoring service (except as described below). If the Customer requests permanent discontinuance of service during any period of suspension for nonpayment of bills, the cost referred to above shall be paid to the Company before service is again made available to the Customer.

When service is suspended for any other cause it will not be restored until the cause of the suspension has been removed or remedied. The Company shall not be liable for damage occasioned by suspension of service when such suspension is affected in accordance with these provisions.

Except in cases of emergency or fraud, service to a Customer shall not be terminated when the Company has been advised in writing by the Customer that the termination of service would be especially dangerous to the health of the Customer or a permanent member of the Customer's household, and, further, when such Customer can also establish that he is unable to pay for such service in accordance with the requirements of the utility's billing but is able to pay for such service only in installments and agrees to do so in the following manner. Such Customer shall sign an installment agreement which will provide for payment of such service along with timely payments for subsequent monthly billing and shall provide that the agreement will terminate and all remaining amounts due thereunder will become due when the health condition giving rise thereto shall cease. The Company may, at its discretion, require the Customer to furnish the statement of a medical doctor to establish that termination of service would be especially dangerous to such Customer or a permanent member of the household prior to entering into an installment agreement and each month while the agreement is in effect.

#### **(18) RATE SCHEDULES**

The Rate Schedule applicable to the Customer's service will be the Company's standard Rate Schedule in effect for like conditions of service to the class of service furnished the Customer. If the Company should apply for an increase or decrease in the rate applicable to the class of service furnished the Customer, and Company's requested change is approved by the regulatory body having jurisdiction thereof, the increased or decreased rate shall be applicable to the bills rendered thereunder from and after the effective date of such rate change.

When more than one of the Company's Rate Schedules is applicable to the Customer's service the Company will once a year, in accordance with the Commission's General Order dated November 2, 1987 as amended September 5, 1997, provide the Customer an opportunity to select among applicable Rate Schedules. Such assistance and advice will be based upon the Customer's representations as to use of service and the Company shall not be responsible for any difference that may later arise because of the provisions or effect of any rate Schedule so selected. Any alternate Schedule, once selected by the Customer, shall remain in effect for at least one year unless (a) the Schedule is lawfully modified, (b) a permanent change in the Customer's load or condition of service renders the Schedule inapplicable, or (c) any contract with the Company is terminated in accordance with the provisions of the contract. This analysis allows a Customer to choose among the rates available to other Customers in their respective class of service, but does not allow a Customer to choose inapplicable rate Schedules available to other classes of service.

#### **(19) MODIFICATIONS**

No agent of the Company has the power to amend, modify, alter or waive any of these Terms and Conditions or to bind the Company by making any promises or representations that conflict with the provisions of these Terms and Conditions.

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.