



U-35549  
Entergy Services, LLC  
639 Loyola Avenue (70113)  
P.O. Box 61000  
New Orleans, LA 70161-1000  
Tel 504 576 3101  
Fax 504 576 5579

Edward R. Wicker, Jr.  
Senior Counsel  
Legal Services - Regulatory

August 17, 2020

**Via UPS Overnight**

Ms. Terri Lemoine Bordelon  
Records Division  
Louisiana Public Service Commission  
Galvez Building, 12<sup>th</sup> Floor  
602 North Fifth Street  
Baton Rouge, Louisiana 70802

2020 AUG 18 AM 11:25  
LA PUBLIC SERVICE  
COMMISSION

**Re: Entergy Louisiana, LLC v. Southwest Louisiana Electric Membership  
Corporation  
(LPSC Docket No. U-35549)**

Dear Ms. Bordelon:

I have enclosed an original and three copies of Entergy Louisiana, LLC's:

- Amended and Supplemental Complaint against Southwest Louisiana Electric Membership Corporation along with Exhibits attached thereto;
- Motion for Issuance of Subpoena for Production of Documents to John C. Broussard;
- Motion for Issuance of Subpoena for Production of Documents to Steven M. Ashy; and
- Motion for Issuance of Subpoena for Production of Documents to Comeaux Engineering and Consulting (A Professional Corporation).

Please retain the original and two copies for your files, and return a date-stamped copy of each to us in the enclosed self-addressed stamped envelope. Should you have any questions, please do not hesitate to contact me at 504-576-3101.

Sincerely,

Edward R. Wicker, Jr.

ERW/ddm  
Enclosures

cc: Parties on Certificate of Service (via electronic mail only)

ROUTE TO ROUTE FROM  
Edward R. Wicker, Jr. Bull 8/18  
DEPT. \_\_\_\_\_ DATE 8/18 DEPT. \_\_\_\_\_  
DEPT. \_\_\_\_\_ DATE \_\_\_\_\_ DEPT. \_\_\_\_\_  
DEPT. \_\_\_\_\_ DATE \_\_\_\_\_ DEPT. \_\_\_\_\_  
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UPS

**BEFORE THE**  
**LOUISIANA PUBLIC SERVICE COMMISSION**

<b>ENTERGY LOUISIANA, LLC</b>  <b>VERSUS</b>  <b>SOUTHWEST LOUISIANA ELECTRIC</b> <b>MEMBERSHIP CORPORATION</b>	) ) ) ) ) )	<b>DOCKET NO. U-35549</b>
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LA PUBLIC SERVICE  
COMMISSION

**AMENDED AND SUPPLEMENTAL COMPLAINT**

Entergy Louisiana, LLC (“ELL”) submits this Amended and Supplemental Complaint against Southwest Louisiana Electric Membership Corporation (“SLEMCO”) relative to the Sabal Palms Subdivision (“Subdivision”) in and around Broussard, Louisiana, pursuant to La. Rev. Stat. 45:123 and LPSC General Order No. R-28269 (Oct. 6, 2005) (collectively, “300 Foot Rule”); a contractual agreement between ELL and Sabal Palms, LLC (the “Developer”); and the Promotional Practices Order, LPSC General Order (Corrected) No. R-26966 (Apr. 7, 2004). ELL respectfully represents as follows:

**PARTIES**

**I.**

ELL is a limited liability company qualified to do and doing business in the State of Louisiana, created and organized for the purposes, among others, of manufacturing, generating, transmitting, distributing, and selling electricity for power, lighting, heating, and other such uses.

**II.**

SLEMCO is an electric power cooperative that conducts electric distribution operations in nine parishes in Louisiana.

## **JURISDICTION**

### **III.**

The Louisiana Public Service Commission (“LPSC” or “Commission”) has jurisdiction over this matter pursuant to La. Const. Art. IV, Section 21; the 300 Foot Rule; and the Promotional Practices Order. Moreover, the LPSC has jurisdiction to “investigate the reasonableness and justness of all contracts, agreements and charges entered into or paid by such public utilities.” La. R.S. 45:1176. This action is also brought pursuant to Rule 67 of the LPSC’s Rules of Practices and Procedures.<sup>1</sup>

## **FACTS**

### **IV.**

The Subdivision is a residential neighborhood located in and around Broussard, Louisiana. The Developer desired to develop the Subdivision in phases.

### **V.**

By written contract effective September 24, 2014, the Developer chose ELL as the electric service provider for all phases (Phases I, II, and III) of the Subdivision. *See* Contract, Exhibit 1.

### **VI.**

The written contract between ELL and the Developer provides, in pertinent part:

This Agreement for Electric Underground Infrastructure covers only the cost for Sabal Palms Phase I. Entergy will install underground electrical facilities in Sabal Palms Phase I to meet Entergy standard requirements to be able to serve all the electrical requirements for Sabal Palms Phase II and Sabal [Palms] Phase III when developed. ***The developer has agreed by this contract for Entergy to serve Sabal Palms Phase II and Sabal Palms Phase III and will be required to sign an Agreement for Electric Underground Infrastructure for Sabal Palms Phase II and Sabal Palms Phase III at the time of development.*** The developer will be responsible to pay \$5.00 per front lot foot at the time Agreement for Electric

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<sup>1</sup> In filing its initial Complaint, ELL fully complied with the requirements of Rule 67.

Underground Infrastructure is signed for Sabal Palms Phase II and Sabal Palms Phase III.

*See Exhibit 1 (Addendum A) (emphasis added).*<sup>2</sup>

## **VII.**

In reliance on that agreement, ELL made preparations and expended money and resources to prepare itself to serve all phases of the Subdivision, including Phase III.

## **VIII.**

ELL currently provides electric service for Phases I and II of the Subdivision. Phase III of the Subdivision is comprised of approximately 130 residential lots.

## **IX.**

In October 2019, SLEMCO entered into an agreement to serve Phase III of the Subdivision. SLEMCO thereafter built out electrical infrastructure to serve Phase III of the Subdivision.

## **X.**

To date, despite its full knowledge of ELL's service to Phases I and II of the Subdivision, and that the Developer already had chosen ELL to serve Phase III, SLEMCO has continued to build out its electrical infrastructure to serve Phase III of the Subdivision. Indeed, on information and belief, SLEMCO indicated to the Developer that it would defend and/or hold the Developer harmless if ELL took action to enforce its contract with the Developer.

## **XI.**

Moreover, prior to October 2019, SLEMCO arranged with the City of Broussard to extend its electric lines to serve a lift station in and around the Subdivision, as well as to install and extend

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<sup>2</sup> This paragraph corrects the spelling of the Subdivision name in the contract.

its electric lines to serve streetlights along a road that goes through the Subdivision (*i.e.*, West Fairfield and South Bernard, aka Albertson Parkway Extension).

## **XII.**

As a result of the line extensions for the City of Broussard, SLEMCO attempted to expand its footprint in and around the Subdivision, and SLEMCO constructed those lines for the principal purpose of preempting territory.

## **XIII.**

On information and belief, the infrastructure that SLEMCO built for the City of Broussard was designed not only to serve the lift station and streetlights, but also to serve other potential customers in and around the Subdivision.

## **XIV.**

SLEMCO performed the line extensions to serve the lift station and streetlights free of charge to the City of Broussard. Furthermore, after initially constructing overhead facilities to serve the lift station, SLEMCO later constructed underground facilities to serve the lift station. On information and belief, SLEMCO took these actions to bolster its efforts to serve Phase III of the Subdivision.

## **XV.**

In response to a public records request, the City of Broussard stated that “SLEMCO did not charge the City, and the City did not pay SLEMCO (or anyone) the cost of SLEMCO’s build out to serve the lift station in or around the Subdivision. Whether the build out to the lift station was at one time overhead, and later underground, there was no charge or payment for such build out.” *See* May 26, 2020 Broussard Letter, Exhibit 2.

**XVI.**

The City of Broussard also stated that “SLEMCO did not charge the City, and the City did not pay SLEMCO the cost of SLEMCO’s build out to serve the streetlights, or the actual cost of the streetlights themselves that SLEMCO installed along the road that goes through Sabal Palms subdivision (*i.e.*, West Fairfield and South Bernard, aka Albertson Parkway Extension).” *See* Exhibit 2.

**XVII.**

On information and belief, SLEMCO foisted the costs of the line extensions onto other SLEMCO customers.

**XVIII.**

Prior to filing its initial Complaint, ELL repeatedly reached out to SLEMCO to discuss this matter (and perhaps reach an amicable resolution), but SLEMCO largely ignored each and every overture by ELL.

**THIS ACTION**

**XIX.**

Left with no choice but to protect its rights, ELL filed this action against SLEMCO.

**XX.**

ELL’s exclusive right to serve portions, if not all, of Phase III of the Subdivision is based on its prior service of Phases I and II (and associated electric lines), consistent with the 300 Foot Rule, and also its contract with the Developer.

**XXI.**

SLEMCO’s actions violate the 300 Foot Rule, infringe on ELL’s contractual rights, and have caused harm to ELL.

**XXII.**

ELL must be permitted to install its facilities in furtherance of its right to serve Phase III of the Subdivision.

**XXIII.**

SLEMCO must immediately cease its effort to serve Phase III of the Subdivision and disconnect and remove any of its facilities.

**XXIV.**

Because of SLEMCO's actions, ELL has suffered, and continues to suffer, financial loss, and is entitled to an award of damages and costs, including but not limited to lost revenues in the event residential customers in Phase III of the Subdivision take service from SLEMCO.

**XXV.**

Further, if the Commission determines that SLEMCO committed a willful or intentional violation of the 300 Foot Rule, ELL also requests that the Commission fine SLEMCO in accordance with Section J of the 300 Foot Rule Order.

**XXVI.**

SLEMCO's build outs to serve the lift station and streetlights – free of charge to the City of Broussard – violated the Promotional Practices Order (including Section F of that order and the authorities referenced therein). ELL also requests that the Commission fine SLEMCO in accordance with Section G of the Promotional Practices Order.

**XXVII.**

In addition, SLEMCO's preemptive build outs to serve the lift station and streetlights have infringed on ELL's rights under the 300 Foot Rule and its contract with the Developer.

**XXVIII.**

At a minimum, SLEMCO's lines serving the lift station and the streetlights should not create 300 Foot Rule rights in and around the Subdivision.

**XXIX.**

ELL attaches hereto the sworn testimony of Thomas Chamberlain, attesting that the allegations herein are true and correct. *See Affidavit, Exhibit 3.*

**WHEREFORE**, for the reasons set forth above, ELL prays that the Commission issue an order granting the following relief:

1. Finding that ELL has the exclusive right to serve Phase III of the Subdivision based on its prior service of Phases I and II, consistent with the 300 Foot Rule; its contract with the Developer; and also SLEMCO's improper line extensions in and around the Subdivision;
2. Finding that SLEMCO's actions violate the 300 Foot Rule, infringe on ELL's contractual rights, and have caused harm to ELL;
3. Finding that ELL is permitted to install its facilities in order to serve Phase III of the Subdivision;
4. Ordering SLEMCO to immediately cease its efforts to serve Phase III of the Subdivision and disconnect and remove any of its facilities;
5. Fining SLEMCO for each day it illegally serves Phase III of the Subdivision, and ordering SLEMCO to pay ELL all resulting damages and costs, including but not limited to lost revenues;
6. Finding that SLEMCO's conduct violates the Promotional Practices Order and ordering all appropriate relief, including, at minimum, that SLEMCO's lines serving the lift station and the streetlights shall not create 300 Foot Rule rights in and around the Subdivision; and
7. Granting all general and equitable relief to ELL that the law and the nature of the case may permit.



Respectfully submitted,

BY: 

Lawrence J. Hand, Jr., La. Bar. No. 23770  
Edward R. Wicker, Jr., La. Bar. No. 27138  
Mail Unit L-ENT-26E  
639 Loyola Avenue  
New Orleans, Louisiana 70113  
Telephone: (504) 576-3101  
Facsimile: (504) 576-5579

**ATTORNEYS FOR ENTERGY  
LOUISIANA, LLC**

## **CERTIFICATE OF SERVICE**

I, the undersigned counsel, hereby certify that a copy of the above and foregoing has been served on the persons listed below by facsimile, hand delivery, certified mail, electronic mail, or depositing a copy of same with the United States Postal Service, postage prepaid, at the below addresses.

Brandon Frey  
Louisiana Public Service Commission  
P.O. Box 91154  
Baton Rouge, LA 70821-9154

Donnie Marks  
LPSC Utilities Division  
P.O. Box 91154  
Baton Rouge, LA 70821-9154

Jaclyn Penzo  
LPSC Staff Attorney  
P.O. Box 91154  
Baton Rouge, LA 70821-9154

Commissioner Craig Greene  
Office of the Commissioner  
District 2 – Baton Rouge  
Post Office Box 83209  
Baton Rouge, LA 70884

Commissioner Mike Francis  
Office of the Commissioner  
District 4 – Crowley  
222 N. Parkerson Avenue  
Crowley, LA 70526

Steven M. Ashy, Sr.  
4950 Johnston St.  
Lafayette, LA 70503

Katherine Bowman  
Louisiana Public Service Commission  
P.O. Box 91154  
Baton Rouge, LA 70821-9154

Robin Pendergrass  
LPSC Auditing Division  
P.O. Box 91154  
Baton Rouge, LA 70821-9154

Commissioner Eric F. Skrmetta  
Office of the Commissioner  
District 1 – Metairie  
433 Metairie Road, Suite 406  
Metairie, LA 70005

Commissioner Lambert C. Boissiere, III  
Office of the Commissioner  
District 3 – New Orleans  
1450 Poydras Street, Suite 1402  
New Orleans, LA 70112

Commissioner Foster L. Campbell  
Office of the Commissioner  
District 5 – Shreveport  
Post Office Drawer E  
Shreveport, LA 71161

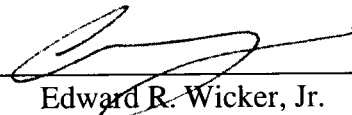
Theodore ‘Glenn’ Edwards, IV  
Hoa Nguyen  
Christopher Piasecki  
Davidson Meaux Sonnier & McElligott LLP  
810 S. Buchanan St.  
Lafayette, LA 70501

Wayne Phillips  
SLEMCO  
P.O. Box 90866  
Lafayette, LA 70509

Mark D. Kleehammer  
Stacy Castaing  
Entergy Services, LLC  
4809 Jefferson Hwy.  
Mail Unit L-JEF-357  
Jefferson, LA 70121

Lawrence J. Hand, Jr.  
Edward R. Wicker, Jr.  
Entergy Services, LLC  
639 Loyola Avenue  
Mail Unit L-ENT-26E  
New Orleans, LA 70113

New Orleans, Louisiana, this 17<sup>th</sup> day of August, 2020.

  
\_\_\_\_\_  
Edward R. Wicker, Jr.

**Agreement for Underground  
Electric Infrastructure**

<b>Owner</b>	<b>Project</b>	<b>Location (Section, Township &amp; Range)</b>	<b>Parish</b>
Sable Palms, L.L.C. 4950 Johnston Street Lafayette, LA 70503	Sable Palms Subdivision Phase I	Section 5, Township 11 South, Range 5 East	Lafayette

This Agreement is made this **September 24, 2014** ("Effective Date") by and between **Entergy Gulf States Louisiana, L.L.C.** ("Company") and Owner. Company agrees that when the Project at said Location ("Property") is developed, Company will furnish underground electric service for the Property, governed by Company's standard service practices in effect at that time. All of the facilities installed shall be and remain the property of Company.

In consideration therefore, Owner and all successors in title (including but not limited to any heirs, legatees, and assigns) (collectively, "Successors") agree that Company is hereby given the exclusive right to install electric distribution facilities to the Property and that Owner and Successors shall receive electric service exclusively from Company through Company's electric distribution system constructed and maintained in accordance with Company's standard service practices. The rights and obligations provided herein shall be binding upon Owner and Successors and their heirs, legatees, and/or assigns, and any transfer of the Property (and any portion thereof) shall be made subject to all provisions of this Agreement. This Agreement shall be deemed a covenant running with the land.

Company shall furnish an underground, single-phase, 120/240 volt, individually metered, electric distribution system for the Property under one of the following three options, as selected by Owner:

- ☒ Company will install all necessary facilities on a turnkey basis upon Owner's payment of \$5.00 per front lot foot prior to Company beginning construction.
- ☐ Owner agrees to pay Company \$1.00 per front lot foot. Owner will provide and install conduit system and pull boxes in a single phase subdivision in accordance with Company's Standards (Company's specifications package including print showing the location of Company's facilities).
- ☐ Owner agrees to pay Company actual cost differential between underground and overhead service.

<b>Underground Cost</b>	<b>Additional Charges*</b>	<b>Location of Property Line Stakes / Irons</b>	<b>WR#</b>	<b>Date of Drawing</b>	<b>Street Light Rate (If Applicable)</b>
\$30,080.63	\$3,146.64	Front	619174	9-10-14	GS_SLPB_3

\* See Addendum.

Based on its selection above, Owner agrees to pay Company the Underground Cost and Additional Charges (if applicable) for underground facilities to the Property referenced above and on the attached plat marked as Exhibit 'A' for identification herewith as provided by the applicable Rules and Regulations of the LPSC.

Where unusual conditions exist on the Property (including approach streets), such as (but not limited to), sub-grade fill or rocks, wood, concrete, or other debris/objects hindering installation, lack of proper clearing, draining or site grading, or where directional bores are required to protect tree roots, Owner agrees to pay Company an additional amount sufficient to reimburse Company for all added costs and expenses resulting from such unusual conditions.

Owner agrees to notify all other contractors of the existence of Company's underground system. Owner hereby agrees to reimburse Company for all costs incurred as a result of any damage to the underground system caused by Owner or Owner's contractors or any of their agents, employees, or contractors. Company will provide to Owner a print showing the location of Company's facilities.

The Company's policies and procedures for subdivision streetlights will vary depending upon their location on the Property and the location of the Property, and will be impacted by applicable governmental authority(ies) and/or homeowner's associations. The parties hereby agree that electric service furnished electric consumers within the limits of the Property shall be billed in accordance with the standard billing procedures and applicable rates as approved by LPSC.



## Agreement for Underground Electric Infrastructure

Owner hereby agrees to grant to Company a servitude (right-of-way) covering all of Company's overhead and/or underground facilities on the Property, and to execute Company's standard right-of-way permit form(s) if necessary. If other utility services is (are) are located within the same servitude (right-of-way) (i.e. gas, sewer, water, telephone, or cable), Owner hereby agrees to take all steps necessary to require that such facilities and entities do not interfere with Company's facilities and rights.

Owner agrees to pay to Company all costs associated with the installation and removal of any temporary electrical facilities required in the subdivision, including but not limited to, labor, materials, and administrative expenses.

Owner agrees to provide and place property line stakes/irons as described above on the Property for use by Company in locating its facilities. Owner understands that Company will not install any facilities until such property line stakes/irons are installed. Company will supply a print showing the area in which the stakes/irons are needed. Owner shall pay to Company any additional costs due to any servitude (right-of-way) errors that result in the relocation or adjustment of Company facilities planned or installed.

Owner agrees to clear, grub, and bring to and maintain within approximately six (6) inches of finished grade all areas of the Property where Company's facilities will be installed in a manner which will allow Company to construct its facilities. Such cleared, grubbed and graded property must extend parallel from the curb to a minimum of ten (10) feet past the provided servitude (right-of-way) for Company's construction equipment access. Owner must provide written notification of finished grade in such areas before Company will start construction. Company will furnish Owner with a print showing the location of all proposed facilities. Company will not be held liable for damage to any existing facilities that are not properly located and marked per Louisiana R.S. 40:1749.11 to 40:1749.26. Company will not be held liable to restore any property to pre-existing condition prior to the commencement of construction.

Should Owner or Successor(s) request any revision of the electric system or any subsequent re-subdivision of lots occur that results in the relocation or adjustment of facilities planned or if any additional electrical facilities become needed other than as shown on the referenced Drawing Number, Owner agrees that it is responsible for all additional costs associated with such relocation and/or adjustments, and, if necessary, will execute any new or amended servitude (right-of-way) agreements to cover such facilities.

Upon completion of all obligations required herein, including Company's receipt of all amounts payable hereunder, Company will schedule construction of the subject facilities.

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned duly authorized representatives of the parties effective as of the Effective Date.

<b>Owner</b> Signature: <u>Steven M. Ashby, Sr.</u> Print Name: <u>Steven M. Ashby, Sr.</u> Title: <u>Manager</u> Date: <u>9/18/14</u>	<b>Witnesses</b> Signature: <u>Carol Hebert</u> Print Name: <u>CAROL HEBERT</u> Signature: <u>Michael Ashby</u> Print Name: <u>Michael Ashby</u>
--	--

<u>Renard D. Childers</u> <b>Company</b> Signature: <u>Renard D. Childers</u> Jeffrey W. Holman, Manager Revenue Growth Date: <u>9/29/14</u>	<b>Witnesses</b> Signature: <u>Robert Gillespie</u> Print Name: <u>Robert Gillespie</u> Signature: <u>Charles R. Ryan</u> Print Name: <u>Charles R. Ryan</u>
--	--

**Agreement for Underground  
Electric Infrastructure****Addendum**

- ☐ Electric line extension(s)

Description:

- ☐ Electric facilities removal and/or relocation

Description:

- ☐ Bores (trees, roads, etc.)

Description:

- ☐ Additional facilities (e.g., 3-phase service to a lift station)

Description:

- ☒ Additional / upgraded street lighting

Description: **Cost to upgrade lighting to the Lexington fixture.**

- ☒ Other

Description: **See attached Addendum "A"**



**Agreement for Underground  
Electric Infrastructure**

**OWNER NOTARIZATION**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

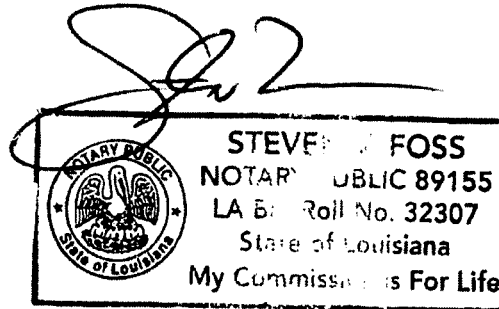
BEFORE ME, the undersigned authority, personally came and appeared CAROL HEBERT  
who, being by me first duly sworn, deposed and said:

THAT HE/SHE is one of the subscribing witnesses to the foregoing instrument; that STEVEN M ASHY  
Owner signed the same in the presence of appearer and in the  
presence of another subscribing witness; and that appearer and the other subscribing witness signed said instrument in  
the presence of Owner and each other, and that the signatures thereon are true and genuine.

Carol Hebert

SWORN TO AND SUBSCRIBED before me at LAFAYETTE, Louisiana the 18 day of  
SEPT, 2014.

Notary Public  
Print Name: \_\_\_\_\_  
Bar Roll or Notarial Number: \_\_\_\_\_



**ACKNOWLEDGMENT**

STATE OF Louisiana

COUNTY/PARISH OF EAST BATON ROUGE

On this date, before me, the undersigned notary public, duly commissioned, qualified and acting within and for  
said State and County/Parish, appeared in person the within named Ronald D. Childress who  
declared that s/he is the Managing Member of Entergy Gulf States Utility, L.L.C.  
and that s/he executed and delivered the foregoing instrument on behalf of said company by authority of its  
Board of Directors for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have set my hand and official seal this 29 day of September, 2014.

Joseph R. Ballard  
Notary Public  
Print Name: \_\_\_\_\_  
Bar Roll or Notarial Number: \_\_\_\_\_

JOSEPH R. BALLARD(#1703)  
Notary Public  
East Baton Rouge Parish, Louisiana  
Commission Expires at Death

## **Addendum "A"**

**This Agreement for Electric Underground Infrastructure covers only the cost for Sable Palms Phase I. Entergy will install underground electrical facilities in Sable Palms Phase I to meet Entergy standard requirements to be able to serve all the electrical requirements for Sable Palms Phase II & Sable Phase III when developed. The developer has agreed by this contract for Entergy to serve Sable Palms Phase II & Sable Palms Phase III and will be required to sign an Agreement for Electric Underground Infrastructure for Sable Palms Phase II & Sable Palms Phase III at the time of development. The developer will be responsible to pay \$5.00 per front lot foot at the time Agreement for Electric Underground Infrastructure is signed for Sable Palms Phase II & Sable Palms Phase III.**



EXHIBIT "A"

ENTERGY GULF STATES LOUISIANA, L.L.C.

SIGN NAME *Stephane P. J. J.*

PRINT NAME *Stephane P. J. J.*

APPLICANT

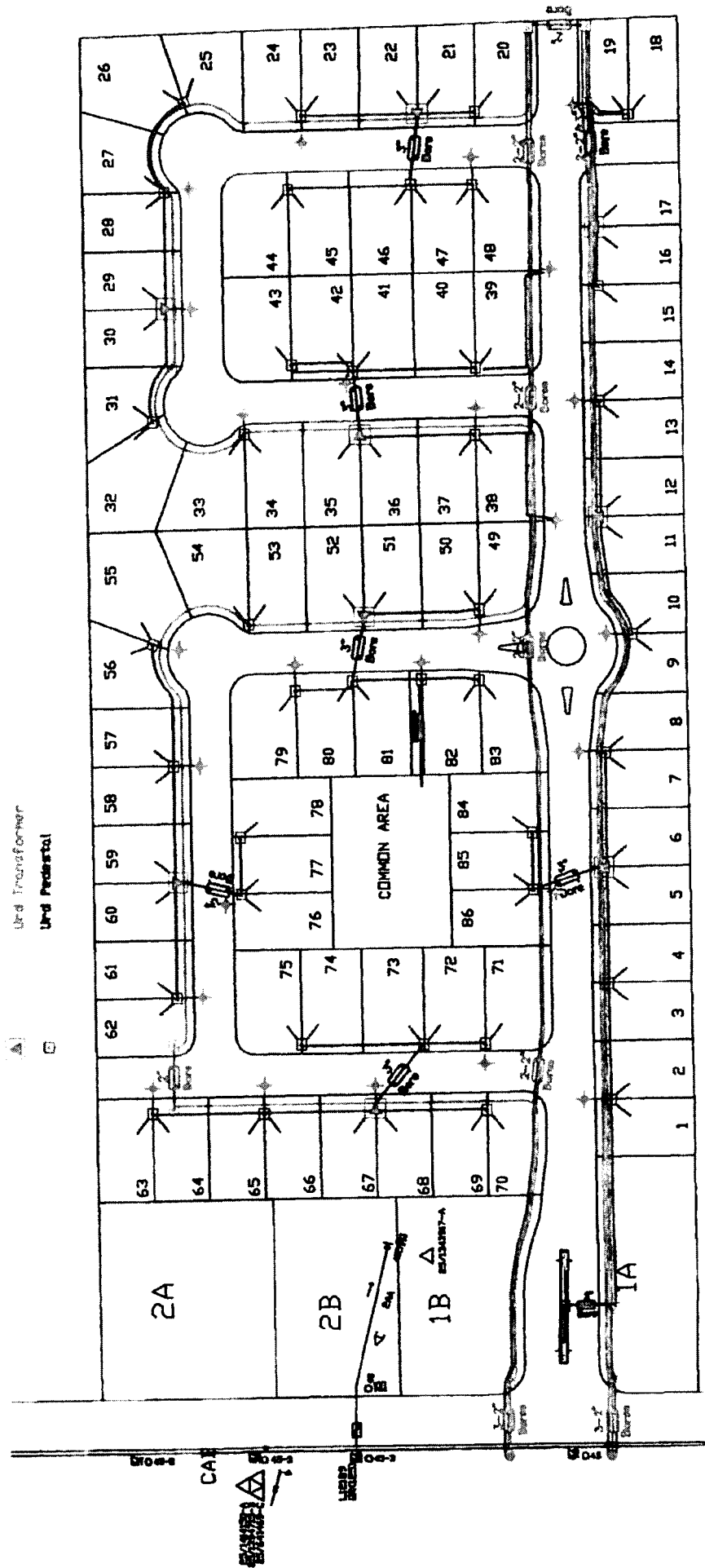
SIGN NAME

PRINT NAME

<b>Entertry</b>		WR Name/Desc.: Sable Palms Subdivision		WR# 618516
Loc Office: 8087		Youngsville Hwy Youngsville, La.		Date: 10/22/13
Tax Dist.: B		Right-of-Way		Lead PT:
WR Type: Revenue		<input type="checkbox"/> Yes <input type="checkbox"/> No		Source PT:
Parish: Lafayette		<input type="checkbox"/> OH <input type="checkbox"/> Urban		Circuit NO:
Section: T'Ship:		<input checked="" type="checkbox"/> UG <input checked="" type="checkbox"/> Rural		Phase:
Pull off Loc. No.:		Range:		Page of
Acct#		SO#		Designer: SPJ
		Map#		Contact Person:
				Phone#



- Und Secondary
- Und Primary
- Und Conduit
- Und Transformer
- Und Pedestal
- Und Pull Box
- Streetsights



**PERRIN LANDRY deLAUNAY**

ATTORNEYS AT LAW  
A PARTNERSHIP OF LAW CORPORATIONS  
P.O. BOX 53597  
LAFAYETTE, LOUISIANA 70505

WARREN A. PERRIN  
DONALD D. LANDRY  
GERALD C. deLAUNAY

May 26, 2020

**Via Email: ewicker@entergy.com & Mail**

Of Counsel:

OSCAR E. REED, JR.  
LOUIS R. KOERNER, JR.  
ROBERT B. VINCENT

OFFICES:

251 LA RUE FRANCE  
LAFAYETTE, LA 70508  
(337) 233-5832  
(337) 237-8500  
FAX (337) 235-4382

203 S. BROADWAY  
ERATH, LA 70533

Edward Wicker, Jr.  
Senior Counsel Legal Services – Entergy Services, LLC  
639 Loyola Avenue  
26<sup>th</sup> Floor  
New Orleans, Louisiana 70113

RE: Public Records Request/SLEMCO

Dear Mr. Wicker:

I hope this correspondence finds you and your staff doing well. In regards to your public records request for Entergy Louisiana, LLC issued to the City of Broussard on May 11, 2020, the City has made inquiries and conducted a review of its books and records. We have previously provided you with a copy of the Franchise Agreements and Street Light Agreements (2008 and 2018) between SLEMCO and the City, and, therefore, I will not provide you with an additional copy or copies of those agreements.

According to the City Clerk and the City Supervisor, SLEMCO did not charge the City, and the City did not pay SLEMCO the cost of SLEMCO's build out to serve the streetlights, or the actual cost of the streetlights themselves that SLEMCO installed along the road that goes through Sabal Palms subdivision (i.e. West Fairfield and South Bernard, a/k/a Albertson Parkway Extension). The City does pay SLEMCO, on a monthly basis, for its electric service to the streetlights along that road, which is included on bills with other streetlight service provided to the City by SLEMCO. I have requested and will provide you with copies of the few such bills from SLEMCO, as evidence of payment by the City.

In addition, SLEMCO did not charge the City, and the City did not pay SLEMCO (or anyone) the cost of SLEMCO's build out to serve the lift station in or around the Sabal Palms subdivision. Whether the build out to the lift station was at one time overhead, and later underground, there was no charge or payment for such build out. The City, however, does pay SLEMCO on a monthly basis for electric service provided by SLEMCO to the lift station. I have requested, and will forward to you, examples of such bills from SLEMCO, and evidence of payment by the City. I am forwarding to you a copy of a Resolution adopted by the City Council relative to the Sabal Palms subdivision, which shows the acceptance of an Act of Dedication of that subdivision.

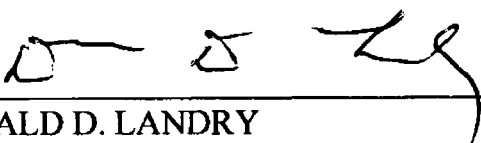
I am sending a copy of this correspondence to the City Clerk and to Mel Bertrand for their review and consideration. Once the City Clerk has copied some of the bills mentioned above, then I will forward them to you under separate cover.

If I can be of any further assistance, please do not hesitate to contact me.

With kindest personal regards, I remain

Sincerely,

**PERRIN, LANDRY, deLAUNAY**

BY:   
DONALD D. LANDRY

DDL:ntf/Attachment

cc: via email only: Ms. Tina Emert  
Mr. Mel Bertrand

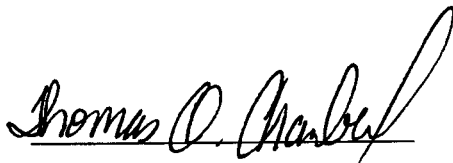
## AFFIDAVIT OF THOMAS CHAMBERLAIN

STATE OF LOUISIANA

PARISH OF Calcasieu

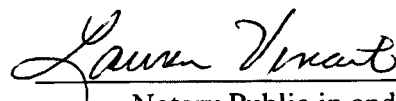
Before me, the undersigned authority, personally appeared Thomas Chamberlain, who being first duly sworn under oath, states as follows:

1. I am a person of the full age of majority and competent to testify, and the statements herein are based on my personal knowledge and recollection.
2. I am employed by Entergy Services, Inc. as a Project Manager, where my job, among other things, is to compete for development projects in Southwest Louisiana to receive electric service from Entergy Louisiana, LLC ("ELL"). Prior to my current position, which I started in 2017, I was employed as a Project Manager in Economic Development, where my job, among other things, was to secure new customers for ELL and its affiliates. I have been employed by Entergy-affiliated companies since 2015.
3. I am personally familiar with the facts and circumstances set forth in the Amended and Supplemental Complaint, and they are true and correct to the best of my knowledge.
4. I am personally familiar with the documents referenced in and attached to the Amended and Supplemental Complaint, and they are true and correct to the best of my knowledge.



THOMAS CHAMBERLAIN

Subscribed and sworn to me, the undersigned authority, on this 14th day of August, 2020.



Notary Public in and for the  
State of Louisiana Lauren Vincent  
ID # 83708

My Commission expires at at death.