12. **COMMERCIAL CUSTOMER LEVELIZED BILLING PROGRAM**

Under this provision this provision, certain Commercial Customers have the option of participating in the Company's Levelized Billing Program ("LBP") as an alternative to the Company's normal billing procedure.

For purposes of this LBP, the following definitions shall apply:

A. "Normal Bill" is an amount computed using the Company's applicable commercial rate schedule for service provided to a customer during a billing month.

B. "Qualifying Commercial Customer" shall mean a commercial customer of the Company who does not use in excess of 60 Mcf annually and has not had gas services suspended for non-payment and has not had a "Past Due" notice issued on an account during the immediately preceding twelve month period.

AVAILABILITY:

The LBP is available to any Qualifying Customer of the Company.

OPERATION:

A. Enrollment Period

Enrollment in the Commercial Levelized Billing Program is open to Qualifying Commercial Customers only for the months of April and May of each year.

B. Computation of Bills under the LBP

Under the LBP the Qualifying Customer shall receive a monthly "Average Bill" computed using the most recent 12 months rolling average of the Customer's Normal Bills rounded to the nearest dollar. The amount of Average Bill and Normal Bill will appear on the Customer's monthly billing statement. The cumulative difference between Normal Bills which have been deferred and the Average Bills rendered under the LBP will be carried in a deferred balance that will accumulate both debit and credit differences.

In such instances where sufficient billing history is not available, a twelve-month billing history will be estimated by the Company. The estimated history will be based on actual billings for those months in which actual billing data is available and estimated based on the service address or a similar location for those months in which actual billing is unavailable.

C. Effect of LBP on other Tariff Provisions

Except as modified herein, participation in the LBP will have no effect on the Company's approved rate schedules or other billing charges used to calculate the Customer's Normal Bill. Participation in the LBP shall have no effect on any other term or condition for providing service contained in the Company's tariffs including those provisions relating to termination or suspension of service.

D. Effect of Customer Discontinuance of LBP or Termination or Suspension of Service

The Customer may discontinue the LBP at any time by notifying the Company. If a customer requests discontinuance of the LBP, if an account is final billed, or if the service is suspended by the Company as a result of past due amounts on an account, any outstanding balance owed the Company at the time, including any differences between billings under the LBP and Normal Bills which would have been rendered under normal billing procedures, shall be immediately due and payable. Likewise, any credit due customer shall be applied to the next bill or refunded, as appropriate.