

10. **ENERGY EMERGENCY BILLING PROGRAM**

During an Energy Emergency, and pursuant to the provisions of this section, certain "Qualifying Customers" have the option of participating in the Company's Energy Emergency Billing Program ("EEBP") as an alternative to the Company's normal billing procedure.

For purposes of the EEBP, the following definitions shall apply:

(i) "Commission" shall mean the Louisiana Public Service Commission

(ii) "Commission's Order" shall mean the Commission's General Order in Docket No. R26038 dated the 7th day of March 2002.

(iii) "Energy Emergency" is an Energy Emergency as defined in the Commission's Order.

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

(v) "Qualifying Customer" shall mean a:

(1) residential customer of the Company:

(a) whose income does not exceed one hundred and fifty-percent of the poverty level as established by the Federal Government and who are sixty-five years of age or older; or

(b) who receives any one of the following;

(i) food stamps;

(ii) Temporary Assistance for Needy Families (TANF);

(iii) whose income consists solely of Social Security payments; or

(2) a customer who is otherwise identified as a Qualifying Customer by the Commission; or

(3) a customer which is a governmental agency that provides services, the absence of which could result in imminent peril to public health, safety, and welfare.

AVAILABILITY:

The EEBP is available to any Qualifying Customer who has applied for EEBP prior to the declaration of an Energy Emergency.

10. ENERGY EMERGENCY BILLING PROGRAM (CONTINUED)

OPERATION:

In the event of an Energy Emergency, a Qualifying Customer who has previously applied for the EEBP shall begin receiving bills computed in accordance with the EEBP effective with meters read after the declaration and during the time of the Energy Emergency.

A. Computation of Bills under the EEBP

During the Energy Emergency the rendering of Normal Bills shall be automatically suspended and the Qualifying Customer shall begin receiving 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 EEBP will be carried in a deferred balance that will accumulate both debit and credit differences. Any unpaid balances and deferred payments applicable to service provided prior to the declaration of the Energy Emergency shall be due and payable in addition to and at the same time as the Average Bill.

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.

Upon suspension of the Energy Emergency, the Qualifying Customer shall begin receiving Normal Bills plus an adjustment reflecting the customer's deferred balance. If the total deferred balance is a credit, full amount of the credit shall be applied to the customer's Normal Bill until the credit is exhausted. If the total deferred balance is a debit, one-twelfth of the total deferred debit amount shall be added to the customer's Normal Bill for the next twelve billing periods.

B. Effect of EEBP on other Tariff Provisions

Except as modified herein, participation in the EEBP will have no effect on the Company's approved rate schedules or the billing and collection of other charges, including past due amounts and charges deferred prior to the declaration of the Energy Emergency. Participation in the EEBP 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.

C. Effect of Customer Discontinuance of EEBP or Termination or Suspension of Service

The customer may discontinue the EEBP at any time by notifying the Company. If a customer requests discontinuance of the EEBP, 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 EEBP 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.

11. **APPLICABILITY OF STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions are made a part and condition of all rate schedules of the Company, and all customers served under such schedules shall be subject to these Standard Terms and Conditions.

These Standard Terms and Conditions are in addition to Rules and Regulations now established by the Regulatory Body having jurisdiction over these matters.

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