Louisiana Standard Terms and Conditions
Schedule No. ST

1. **APPLICATIONS FOR SERVICE OR FOR DISCONTINUANCE OF SERVICE**

(a) An application by telephone or in person, or a contract in writing when appropriate, will be necessary before service is given. Service agreements and contracts are not transferable. Appropriate identification will be required prior to initiation of service.

(b) A customer who temporarily discontinues service and thereafter requests that service be restored may be reconnected without executing a new service application by payment of all amounts due and the applicable connect charges and deposits. In such event the customer, in accepting restored service, shall be subject to the rules, regulations, and rate schedules applicable.

(c) The Company will not be required to accept orders to discontinue service other than from the person in whose name the account is billed.

(d) When gas service is inaugurated or transferred from one location to another, during regular business hours, the Company shall make a nonrefundable connect charge of thirty-one dollars ($31.00). When a customer requests the initiation or restoration of service which requires overtime work after normal daily working hours or on weekends and holidays, the customer will be advised of an additional premium connect charge of twenty-nine dollars ($29.00). This premium connect charge will not apply to work required without fault of the customer.

2. **CUSTOMER FACILITIES AND EQUIPMENT**

(a) It shall be the duty of every customer to use gas in an efficient manner and in efficient appliances. Gas should not be burned in an appliance designed for coal or other fuel and not efficient for burning gas, nor in fireplaces with open chimney flues wasteful of the heat, cooking ranges with solid tops, or cooking or laundry stoves with burners more than 1 1/4 inches below the bottom of the cooking utensil, or wasteful or improperly adjusted or clogged machines, or in any water heater or other appliance or furnace not reasonably efficient. Vent pipes should be used on water heaters, cook stoves, enclosed type space heaters, or other appliances especially designed for such use. All uses shall be in compliance with all applicable state and federal regulations.

(b) The customer shall provide a service pipe from his premises to the location of service pipe equipment maintained by the Company for supplying gas to the customer. The customer's service pipe shall be steel or plastic of adequate size. If the customer's service pipe is steel, it shall be cathodically protected; and if plastic, it shall be a plastic pipe approved for gas use and installed with locator wire and anodeless risor at the meter location. The customer shall also provide a system of piping within his premises for connection to gas appliances. Customer's piping should not re-enter the ground after once reaching the surface. Customer shall provide a standard meter loop in a location suitable to the Company.

(c) The customer must have the system of piping past the outlet side of the meter thoroughly inspected and repaired before natural gas will be supplied. Full responsibility for maintaining a safe system of piping and appliances past the outlet side of the meter of the customer is assumed by and rests wholly with the customer. The Company is not responsible for the safe condition or operation of the system of piping or appliances.

3. **REFUSAL TO SERVE CUSTOMERS**

(a) The Company may decline to serve a customer or prospective customer until customer has complied with the State and Municipal regulations governing the service applied for and the reasonable rules and regulations of the utility.

(b) Until adequate facilities can be provided, the Company may decline to serve an applicant for service or to change materially the service of any customer, if, in its judgment, it does not have adequate facilities to render the service applied for or if the desired service is of a character that is likely to affect unfavorably the service to other customers.

(c) The Company may refuse to serve a customer if, in its best judgment, the customer's installation or equipment is regarded as hazardous or of such character that satisfactory service cannot be given.

(d) The Company may decline to serve any applicant who is indebted to the Company; provided, however, that in the event the indebtedness of the applicant for service is in dispute, applicant shall be served upon complying with the deposit requirement, and in addition thereto, making a special deposit in an amount equal to the net balance in dispute. Upon settlement of a disputed account, the balance, if any, due the applicant shall be promptly repaid, together with interest thereon from the date of the deposit until repaid at the rate of five per cent (5%) per annum, or as may be otherwise prescribed by law or order of the Commission.

(e) The Company shall also have the right to refuse service or to discontinue the supply of gas to a customer at a location until payment shall be made of delinquent bills for the customer at other premises.

4. **DISCONTINUANCE OF SERVICE**

(a) The Company reserves the right to shut off the gas at any time and to remove its property from the premises for any of the following reasons: (1) for tests or repairs; (2) for non-payment of bills when due, after required notice has been given; (3) failure of customer to provide reasonable access to the meter; (4) for incorrect representation of facts in application for service; (5) for failure to make or increase the cash deposit when required by the Company; (6) for reselling gas; (7) for placing or permitting the placing of any by-pass around any meter or service line; or for tampering; or permitting tampering with same; (8) for permitting pipes, or appliances owned or used by the customer to leak or otherwise permit the escape or waste of gas; (9) for failure to comply with the Standard Terms and Conditions of the Company; (10) failure to pay the applicable connect charge; (11) on order of municipal authorities having jurisdiction; (12) when checks received from customer for amounts past due or for the required deposit are not honored when presented to the bank for payment. The Company shall also have the right to discontinue the supply of gas at any time to a customer at one location until payment can be made of delinquent bills for gas furnished to the same customer at any other location.

(b) The Company shall not discontinue service to any customer for violation of its rules or regulations nor for non-payment of bills, without first having diligently tried to induce the customer to comply with its rules and regulations, or to pay amounts due the Company. Service may be discontinued after five (5) days' written notice shall have been given to the customer by the Company in the manner provided for in Paragraph 4 (d) or for fraudulent, careless, negligent, or unlawful use of the commodity or service detected, or where a dangerous condition is found to exist on a customer's premises.

(c) The customer shall have the privilege of paying any delinquent account at any time prior to the actual disconnection or turning off of service; provided, however, that the Company's right to disconnect within the next business day shall not be affected if the customer pays at an authorized payment center and has not notified the Company of such payment or otherwise provided a receipt.

Whenever the Company dispatches an employee to the premises of any customer for the purpose of disconnecting service for non-payment, and the payment of such account is made to such employee without actually disconnecting or turning off of service, a fee of twenty dollars ($20.00) shall be added to and collected as a part of such delinquent account to cover, in part, the cost to the Company of dispatching such employee to the customer's premises. Whenever service has actually been disconnected on account of the failure of the customer to pay such delinquent account, or for any other reason without fault of the Company, if the customer desired the service to be reconnected within thirty (30) days after the date of disconnection, the Company shall require the customer to pay a reconnection charge of thirty-one dollars ($31.00). A twenty dollar ($20.00) charge or the maximum as may otherwise be prescribed by law or order of the Commission may be added to an account and collected to recover costs for reprocessing any check that has been returned to the Company by the bank by reason of insufficient funds on deposit.

(d) Notice of delinquencies and notices of discontinuance of service shall be construed to be given to the customer when a copy of such notice is left with such customer, or left at the premises where service is required, or posted in the United States mail addressed to the customer's last known post office address.

(e) The Company shall not be liable for damage to persons or property resulting from the discontinuance of gas service after having given the required notice. Arrangements satisfactory to the Company for the continuance of service on account of sickness or other causes shall be made by the customer prior to the expiration of the notice period.

(f) When, at customer's request, the Company changes the location at which service is rendered, the gas consumed at the new and old locations, for the purpose of billing, shall be combined. The change of the location to which service is rendered shall not be deemed to affect the rights of the Company with regard to the application of deposit or discontinuance of service for non-payment of the account.

(g) The fact that the Company has a cash deposit from a customer shall not in any manner affect the right of the Company to discontinue service to that customer for the non-payment of amounts past due regardless of the fact that the deposit is in excess of the amount past due.

5. **CUSTOMER DEPOSITS**

(a) The Company may require, with each service application from any customer or any prospective customer, a cash deposit to guarantee payment of bill. This required deposit shall not exceed an amount equivalent to two estimated maximum monthly bills when payment is due after the service is rendered. The Company shall pay interest on the deposit at the rate of five per cent (5%) per annum or as may be otherwise prescribed by law or order of the Commission. When service is discontinued by the Company for any reason other than for repairs, the Company may apply such deposit to the payment of all charges authorized under these Standard Terms and Conditions and the account shall become inactive. Interest will not accrue on deposits when they become inactive. The Company shall pay interest on deposits either upon return of the deposit or upon request of the customer, however, the Company shall not be required to make more than one interest payment in any twelve month period.

(b) Interest shall not accrue on any cash deposit after the date the Company has made a bona fide effort to return such deposit to the depositor. The Company shall keep in its records evidence of its effort to return such deposit.

(c) A new or additional deposit may be required upon reasonable written notice of the need for such a requirement in any case where a deposit has been refunded or is found to be inadequate as above provided for, or where a customer's credit standing is not satisfactory to the Company. The service of any customer who fails to comply with these requirements may be disconnected upon five (5) days' written notice.

(d) All applicants for residential service who are sixty-five (65) years of age or older will be considered as having established credit if such applicant does not have an outstanding account balance with the Company or with another gas utility company which accrued within the last two years. No deposit shall be required of the applicant under these conditions.

(e) When a residential customer has paid bills for service for twelve (12) consecutive bills without having service disconnected for nonpayment of bill and without having more than two occasions in which a bill was delinquent and when the customer is not delinquent in the payment of the current bills, the Company shall automatically refund the deposit plus accrued interest to the customer in the form of cash or credit to the customer's account.

(f) All charges authorized under these Standard Terms and Conditions shall be due and payable on the same terms and conditions as charges made for gas service and the same procedure for discontinuance of service for such charges shall be followed. Upon final discontinuance of service such charges may be applied against refunds, if any, due on the customer's deposits.

6. **BILLING**

(a) Gas supplied will be charged for from the time of turn-on until the Company discontinues the supply. Failure on the part of the customer to properly notify the Company when the customer's responsibility for the payment for gas at a premises ceases shall not relieve the customer from the obligation of paying all bills accruing up to the time proper notification is received by the Company. Final gas bills are due and payable upon presentation when gas service is discontinued.

(b) The customer shall pay for all gas passing through the meter, whether the same be used or wasted through leaks in customer's pipes, apparatus, or otherwise and shall be bound by the true reading of the meter, provided it is in good repair and working order.

(c) The contract for gas service shall, at the option of the Company, cease and terminate and the bills for gas previously delivered immediately become due and payable without further notice in case a landlord's warrant or any writ of execution is issued against the customer or levied against the premises or any property thereon, or in case an assignment or any act of bankruptcy is made or committed by the customer.

(d) Bills rendered for service for less than the standard monthly billing period shall be calculated as follows:

(1) Where the meter reading indicates no consumption, and the period involved is less than fifteen (15) days, no charge will be made. If the period involved is fifteen (15) days or more, and the meter reading indicates no consumption, the applicable monthly minimum will be charged.

(2) Where the meter reading indicates any consumption, regular rate schedules will apply, regardless of period involved. Meters will be read to the nearest hundred cubic feet and bills computed on this basis.

(3) Where the customer changes location within the same distribution plant, the consumption at both locations will be combined for the monthly billing.

(e) Monthly statements will be delivered to the location at which gas is supplied, by an employee of the Company, or posted in the United States mail, unless the customer has directed the Company in writing to send statements to another address. The terms "Delivered" or "Rendered" shall not be construed as an obligation on the part of the Company to deliver or render statements to the customer in person, or to other occupants of the premises. A duplicate copy of statements will be furnished upon request, and failure to receive statements for any reason whatsoever, will not entitle the customer to further time to pay account, or to a continuation of gas supply if the account is overdue.

(f) A residential apartment shall be defined as a room or group of rooms which are revenue producing and which contain a sink and/or cooking facilities and shall be considered a separate apartment for metering and billing purposes. House trailers shall also be considered separate apartments for metering and billing purposes.

(g) Residential customer premises shall be metered and billed separately even if under common ownership, and combined metering or billing shall not be permitted. Commercial and industrial premises shall be considered separate when not on the same tract or contiguous tracts of land, or when each is a complete unit not physically integrated with, or essentially a part of, the other or others, and each renders a complete service or produces a finished product. Tracts of land separated by public streets, roads, or alleys shall be considered non-contiguous tracts.

(h) The Company may make a charge of two dollars ($2.00) for any special meter reading which it is called upon to make other than on the regular reading date. Where interim meter readings are furnished to the owner of premises, the Company accepts no responsibility as to the distribution of the monthly bill as between tenants.

(i) Claims for error in statements rendered should be made by the customer as soon as discovered; if the claim is found to be meritorious, the Company will make proper adjustment on the customer's subsequent bills, or make refund to the customer within a reasonable time.

(j) The Company shall make a test of the accuracy of registration of a meter upon request of a customer. If such test shows the meter to be slow or within the tolerance limit as to accuracy of registration, the customer may be required to pay a charge of thirty-six dollars ($36.00) for each test so made. If the test shows the meter to be fast and in excess of the tolerance limit of accuracy, such test shall be made at the expense of the Company and an adjustment shall be made with the customer.

(k) In case a meter ceases to register, the quantity consumed will be estimated from the amount consumed during the corresponding period for the previous year, giving due consideration to weather and other pertinent factors, or by such other method that will be equitable.

7. **CONNECTIONS AND EXTENSIONS**

(a) The Company will make, own, and maintain all necessary connections with its street mains and install a service line to the customer's property line where the Company may at its option install a service cock and box. In addition:

(1) the Company will install a yardline from the customer property line to the inlet side of the meter;

(2) the Company will install up to one hundred (100) feet of yardline at its expense for each residential customer using gas water heating and gas central comfort heating. The installation cost of yardline beyond one hundred (100) feet, and for customers not using both gas water heating and gas central comfort heating, will be determined by an economic feasibility model. The costs so determined will be charged to the customer.

(3) The installation costs of yardline for all commercial customers will be determined by the Company using an economic feasibility model and applicable charges will be determined from this model.

(b) New Meter Locations

(1) Residential and Small Commercial Installations

If the customer's structure is located within one hundred (100) feet of the Company's street main or the customer's property line, whichever is nearest, the Company will install the meter at the side of the customer's structure.

(2) Large Commercial Installations

All new meter set locations will be determined by mutual agreement between the customer and the Company. Any such location must provide for an adequate margin of safety from public road and in-plant traffic. Customer shall have the duty to notify Company of any changes in traffic patterns or any other conditions which subsequently render any agreed-upon location unsafe. Company shall not be liable to customer for any damages caused by an impact to a meter.

As to all customer yardlines, the Company will own, maintain and specify the route of the yardline piping. Access must be granted on customer's property for replacement or repairs of these Company-owned facilities. The Company will also set and own the meter and regulator, but all piping, connections and appliances on the outlet side of meter for the purpose of utilizing gas shall be furnished and installed by the house owner or customer at the owner's or customer's risk and expense.

(c) Extensions from the Company's distribution lines and/or pipeline taps will be made under the following conditions and circumstances:

(1) The Company will install up to 100 feet of main at its expense for each residential customer using both gas water heating and gas central comfort heating. Main extensions in excess of 100 feet may require a customer contribution. The customer contribution will be determined by the Company using an economic feasibility model. The contribution so determined will be charged to the customer. The Company may, at its discretion, enter into an agreement with the customer(s) providing for an appropriate refund of the customer(s)' contributions in the event additional customers are later added to the extension within 5 years from the date of its installation, provided however, the total amount refunded shall never exceed that customer's total contribution amount.

(2) An economic feasibility model will be prepared by the Company for all commercial customer main extensions, and applicable charges to the customer will be determined from this model.

(3) The Company will establish, when capital funds are available, such new distribution service where the Company will be reasonably assured of a reasonable return on its investment.

(d) The Company will not be required to enlarge its system of mains to meet the demand for gas of a prospective customer or to provide for an appreciable increase in the demand of a present customer unless in the judgment of the Company a reasonable rate of return is assured as a result of the expenditure required.

(e) When the Company extends its main to serve new customers, the Company will extend from that existing main which, in its judgment will be most advantageous for rendering service.

(f) Where the customer requires that the customer's meter be placed underground in a curb box, the Company will make a reasonable charge to cover the additional cost of the underground meter, the cost of the curb box and lid and added installation cost. The installation shall become and remain the property of the Company.

(g) A standard Rural Gas Sales Contract must be executed by each customer requesting a pipeline tap. The Company will not make a tap on any federally certificated transmission line, unless, in the judgment of the Company, a reasonable rate of return can be earned as a result of the expenditure required to construct the tap and serve the customer, without unreasonable consequences to other customers. In addition, the Company will not make or serve a tap on any other transmission line, field gathering pipeline, or lines to wells which in the Company's opinion, presently contain or may in the foreseeable future contain undehydrated gas, liquid hydrocarbons, sour gas, or gas that is otherwise not merchantable. The Company may discontinue service whenever it believes reliable service cannot continue to be provided for any reason, including, but not limited to, water content of the gas furnished.

(h) Replacement/Repair of Existing Yardlines

(1) If the Company determines that leakage exists in a yardline which was originally installed by the Company and the leakage can be eliminated by minor repairs (e.g., by tightening/replacing fittings or replacing short sections of pipe), then the Company shall make such repairs.

(2) If the Company determines that leakage exists in a yardline originally installed by person(s) other than the Company, the Company will replace the yardline consistent with the provisions of paragraph 7.(a) above. The Company will own, maintain, and specify the route of the yardline piping.

(3) After a yardline replacement under this section has been made, the Company shall perform periodic leak surveys and, if steel pipe is used, install and maintain cathodic protection on the yardline consistent with all regulatory requirements as well as Company policy and procedure.

(4) The location of all classes of meters will be determined as stated in Section 7 (b). Should the Company change the location of the meter station in conjunction with the replacement/repair of a yardline, the Company will bear all cost involved.

(i) Excess Construction Allowance

(1) Where the value of the Construction Allowance (allowed footage multiplied by current cost) exceeds Company’s investment in mains, service lines, and yard lines required to serve a customer or a grouping of customers, Company may, at its option, utilize excess allowances to defray the cost of gas piping and other facilities required for gas utilization.

8. **GENERAL**

The customer shall use the gas delivered hereunder for the customers purposes only, and shall not, under any circumstances, resell or share with others any gas delivered hereunder. Service shall be through one or more meters, at the option of the Company. No changes, extensions, or replacement of service pipe without written consent of the Company shall be made, and no extension whatsoever of customer owned piping shall be made for the purpose of supplying gas to adjacent property, or to other persons or concerns residing or the operating on the premises of the customer.

Properly accredited employees of the Company shall have the right to enter the premises of customers at reasonable hours to read meters and inspect or test pipe, appliances, meters, and other equipment relating to gas service and to change or remove the equipment owned by the Company. Failure to permit such entry shall be cause for discontinuance of service as herein specified. This right of entry shall not be construed as placing any responsibility on the Company to inspect and test the lines of the customer.

No regulator, regulator station, meter house, meter or other property or equipment owned by the Company, wherever situated, whether upon customer's premises or elsewhere shall be tampered with or interfered with either for the purpose of adjustment or otherwise, except by authorized and accredited representatives of the Company.

To protect its customers against imposition and misrepresentation, the Company has provided its authorized agents with identification cards or numbered badges and no person representing himself as an employee of the Company shall be permitted access to the customer's premises who cannot, upon request, produce this means of identification.

No agent, representative or employee of the Company has authority to make any promises, agreement or representation not incorporated herein, and any such promise, agreement or representation not set forth herein shall not bind the Company, agent, representative or employee making same. The place of delivery of all gas purchased shall be at the point of connection to the customer's service line from which point all gas delivered shall become the property of the customer, who shall thereafter be responsible for its passage through the meter and for all damage caused by said gas.

The Company shall have no responsibility for any act or omission, and shall have no liability from any cause, downstream of delivery. In case the supply of gas should fail, whether from natural causes, bursting of pipes or accident in any way, the Company shall not be liable for damages, whether direct, special, continuing, exemplary, presumptive, incidental, indirect or consequential, including without limitation, loss of profits, loss of revenue, or loss of production capacity by reason of such failure. The Company shall not be liable in damages for any act or event that is beyond the Company's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, arrests, wars, blockades, insurrections, riots and epidemics, landslides, lightning, earthquakes, fires, storms, floods and washouts, priority limitation or restraining orders of any governmental authority and civil disturbances, explosions, breakage, accidents, tests, maintenance or repair to machinery, equipment, lines of pipe or other facilities; inability to obtain, or unavoidable delay in obtaining, material, equipment, rights-of-way or permits; and any other causes whether of the kind herein enumerated or otherwise.

Meters and pipes are likely to freeze in cold weather, and it shall be the duty of each customer to protect the pipes and the meter or meters on the customer's premises from the action of the elements.

9. **RESIDENTIAL AVERAGE MONTHLY BILLING PROGRAM**

Under this provision, certain Residential Customers have the option of participating in the Company's Average Monthly Billing Program ("AMB") as an alternative to the Company's normal billing procedure.
For purposes of the AMB, the following definitions shall apply:
A. "Normal Bill" is an amount computed using the Company's applicable residential rate schedule for service provided to a customer during a billing month.

B. "Qualifying Customer" shall mean a residential customer of the Company who 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 AMB is available to any Qualifying Customer of the Company.

## *OPERATION:*

A. Computation of Bills under the AMB

Under the AMB 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 AMB 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.

B. Effect of AMB on other Tariff Provisions

Except as modified herein, participation in the AMB 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 AMB 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 AMB or Termination or Suspension of Service

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

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 Commissions 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.

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.