

#### ARTICLE XIII

The parties agree that the attached tariffs accurately reflect the changes to Gulf States' existing tariffs agreed to and set forth herein. The rates set forth in said schedules shall be effective for service on and after the date on which the Commission issues an order approving this Stipulation without modification or if the Commission's order modifies this Stipulation, on and after the date on which such modification is accepted by all parties adversely affected thereby.

#### ARTICLE XIV

Within 30 days of the date on which this Stipulation becomes binding as a settlement in accordance with the provisions of Article XV (B) hereof, all parties to (1) the appeals of the Commission's order in Docket No. 5560, styled as Gulf States Utilities Company v. Public Utility Commission of Texas, Cause Nos. 369,108 and 370,974; Office of Public Utility Counsel v. The Public Utility Commission of Texas and Gulf States Utilities Company, Cause No. 369,428; The City of Port Arthur et al. v. Public Utility Commission, et al., Cause Nos. 371,120 and 371,119 filed in the District Court of Travis County, and (2) the Cities' appeal of the Commission's order in Docket No. 3871, styled as City of Port Arthur, et al. v. Public Utility Commission, Cause No. 328,244 filed in the District Court of Travis County, shall take such actions as are necessary to terminate all proceedings in such appeals. In addition, within the same period, Gulf States shall withdraw the motion for rehearing which it filed in Docket No. 6564 on May 29, 1986.

ARTICLE XV

This Agreement is made upon the following conditions:

- (A) Each provision of this Stipulation is in consideration and support of every other provision.
- (B) This Stipulation will become binding as a settlement in this proceeding only if it is approved by the Commission without modification of the provisions hereof in an order, containing Findings of Fact and Conclusions of Law which are consistent with this Stipulation and acceptable to the parties, from which no appeal is taken, unless such modification or such inconsistent finding or conclusion is accepted within 15 days by the party or parties adversely affected thereby; provided, however, that appeals pursuant to Article V hereof shall not operate to invalidate this Stipulation; provided, however, that if the Commission enters an order approving the Stipulation which makes the settlement binding pursuant to this Article XV (B), neither Commission orders issued pursuant to the provisions of Article V hereof, nor appeal therefrom, shall alter that binding effect.
- (C) The making of this Stipulation shall not be deemed in any respect to constitute an admission by any party hereto that any allegation or contention in these proceedings or as to any of the issues arising out of Gulf States' filing herein is true and valid.

- (D) Nothing contained in this Stipulation is intended to impair, or shall impair, any rights or remedies reserved by Gulf States under the Southern Companies Contracts as defined in Article V, or any rights concerning such Contracts or these proceedings which it has pursuant to contractual provisions or provisions of law (including, but not limited to, the Federal Power Act); nor shall this Stipulation impair Gulf States' procedural rights to pursue such substantive rights.
- (E) This Stipulation represents a compromise for the purposes of settlement and shall not be regarded as establishing any precedents or ratemaking principles. No party to this proceeding shall be deemed, on the basis of this Stipulation or the settlement of this case, to have approved, accepted, agreed or consented in this proceeding or any other proceeding to any ratemaking principle underlying or supposed to underlie any of the amounts determined in any party's evidentiary presentation or underlying any other amount agreed to herein.
- (F) The prior discussions among Gulf States and other parties to this proceeding that have produced this Stipulation have been conducted on the explicit understanding that all offers of settlement and discussions relating thereto are and shall be privileged, and shall be without prejudice to the position of any party or participant presenting any such offer or participating in any such discussion, and are not to be used in any manner in connection with the proceedings in this docket or otherwise. This Stipulation is entered into on the explicit understanding and further condition that in the event the

Commission does not by order approve it without modification of the provisions hereof, this Stipulation shall be deemed withdrawn and a nullity; and it shall not constitute part of the record in these proceedings to be used for any other purpose.

#### ARTICLE XVI

It is recognized and agreed that the parties hereto, by filing this Stipulation and Motion, do not express agreement to or concurrence with any specific methodology, finding or conclusion expressed herein and that such Stipulation and Motion is made and filed solely in connection with the compromise settlement of these Dockets and subject to the specific approval of the Commission of the matters herein stipulated and agreed between the parties. It is also recognized that the Commission and the Administrative Law Judge are not in any manner bound to accept or approve the matters herein stipulated.

#### ARTICLE XVII

This Stipulation may be executed in any number of counterparts, each of which shall be considered an original, and all of which together shall be considered one and the same instrument.

#### ARTICLE XVIII

Pursuant to Section 27(d) of PURA, the Cities intervening in Docket No. 6525 before the Commission, intend to examine and audit Gulf States' AFUDC accounting methodologies for the purpose of presenting the results of such audit in the anticipated plant-in-service case. Gulf States agrees that such audit, pursuant to the aforementioned section of PURA, may be commenced prior to the filing of the River Bend plant-in-service case. Further, Gulf States agrees to cooperate with those Cities or the Cities' representative during the performance of such audit.

NOW, THEREFORE, the parties to this Stipulation move the Commission that such Stipulation be in all things approved and that the Commission enter its Final Order in accordance with the same.

Respectfully submitted,

GULF STATES UTILITIES COMPANY

By Cecil L. Johnson  
Cecil L. Johnson  
General Manager - Legal Department

PUBLIC UTILITY COMMISSION OF  
TEXAS

By Jacqueline Suzanne Holmes  
Jacqueline Suzanne Holmes  
General Counsel

Bret Slocum  
Assistant General Counsel

Alfred R. Herrera  
Staff Attorney

TEXAS ATTORNEY GENERAL'S OFFICE

By W. Scott McCollough  
W. Scott McCollough  
Assistant Attorney General

OFFICE OF PUBLIC UTILITY COUNSEL

By Jim Boyle  
Jim Boyle  
Public Counsel

CERTAIN CITIES

By Butler & Casstevens  
Butler & Casstevens  
Attorneys of Record

EXECUTED  
6/12/86

TEXAS INDUSTRIAL ENERGY CONSUMERS

By

Rex D. VanMiddlesworth  
Jonathan Day  
Rex D. VanMiddlesworth  
Attorneys of Record

NORTH STAR STEEL TEXAS, INC.

By

Frederick H. Ritts  
Ely, Ritts, Brickfield & Betts  
Frederick H. Ritts  
Attorneys of Record

STATE TREASURER

By

Jerry C. Benedict  
Jerry C. Benedict  
Assistant Attorney General

CONCERNED CITIZENS OF SOUTHEAST TEXAS

By

Joyce Roddy

CONCERNED UTILITY RATEPAYERS ASSOCIATION,  
INC.

BY

William H. Reid  
William H. Reid  
President

DATED: June 16, 1986

TEXAS INDUSTRIAL ENERGY CONSUMERS

By \_\_\_\_\_  
Mayor, Day & Caldwell  
Jonathan Day  
Rex D. VanMiddlesworth  
Attorneys of Record

NORTH STAR STEEL TEXAS, INC.

By \_\_\_\_\_  
Ely, Ritts, Brickfield & Betts  
Frederick H. Ritts  
Attorneys of Record

STATE TREASURER

By \_\_\_\_\_  
Jerry C. Benedict  
Assistant Attorney General

CONCERNED CITIZENS OF SOUTHEAST TEXAS

By Joyce Roddy  
Joyce Roddy

CONCERNED UTILITY RATEPAYERS ASSOCIATION,  
INC.

BY \_\_\_\_\_  
William H. Reid  
President

DATED: June \_\_, 1986

MONTGOMERY COUNTY

By *D.C. Jim Dozier*  
D.C. Jim Dozier  
County Attorney



STIPULATION EXHIBIT A

Allocation of \$80,000,000 Base Rate  
Decrease to Rate Classes

<u>Rate Class</u>	<u>Annual Rate Reduction</u>
Residential	\$61,300,000
Small General Service	376,000
General Service	6,435,000
Large General Service	872,000
Large Power Service	2,856,000
Large Industrial Service	7,992,000
Street Lighting	<u>169,000</u>
Total Base Rate Reduction	\$80,000,000

STIPULATION EXHIBIT B

STIPULATED TEXAS RETAIL  
JURISDICTIONAL REVENUE REQUIREMENT BY  
RATE CLASS

<u>Rate Class</u>	<u>Present Revenue</u>	<u>Stipulated Revenue</u>
Residential	\$295,029,254	\$202,390,903
Small General Service	15,113,055	13,623,616
General Service	172,453,748	144,714,499
Large General Service	27,786,427	22,221,400
Large Power Service	76,754,180	59,470,840
Large Industrial Service	210,967,584	162,078,486
Street Lighting	<u>8,396,373</u>	<u>7,643,387</u>
Total Revenue	\$806,500,621	\$612,143,131

Note: Above revenues include Miscellaneous Revenue and Interruptible credits.

**GULF STATES UTILITIES CO.**  
Electric Service  
Texas

SECTION NO.: I  
SECTION TITLE: Description of Utility  
Operation  
SHEET NO.: 1  
EFFECTIVE DATE: 11-4-79  
REVISION: 2  
APPLICABLE: Entire Texas Service Area  
PAGE: 1 of 1

**DESCRIPTION OF  
UTILITY OPERATION**

Gulf States Utilities Company was incorporated in 1925, under the laws of the State of Texas and is engaged principally in the business of generating electric energy and transmitting, distributing and retailing such energy in a 28,000 square mile area in Southeastern Texas and in South Central Louisiana, extending a distance of over 350 miles in Texas and Louisiana, principally in the coastal area and including the cities of Baton Rouge and Lake Charles, Louisiana, Beaumont, Port Arthur, Orange and Conroe, Texas. The Company also sells electric energy at wholesale to various municipalities and rural electric cooperatives. The Company's electric system is interconnected, and interconnections with other utilities are maintained for the exchange of power. The Company also conducts a steam products business and sells natural gas in the Baton Rouge, Louisiana, area. The Company's service area is a major producer of oil, gas, sulfur, refined products, chemicals, petrochemicals, steel products, oil tools and related manufacturing, processing and servicing activities. Paper, cement, building materials, cotton, rice and cattle are also important products of the service area. It is characterized by a favorable year-round climate and ready access to air, land and water transportation.

The accounting records of the Company are maintained in accordance with the Uniform System of Accounts as prescribed by the Federal Energy Regulatory Commission, and adopted by the Public Utility Commission of Texas and the Louisiana Public Service Commission.

## STIPULATION EXHIBIT D

Public Utility Commission of Texas  
 Gulf States Utilities - Docket 6525  
Invested Capital and Return

	-----AS ADJUSTED-----	
	<u>TOTAL ELECTRIC</u>	<u>TEXAS RETAIL</u>
PLANT IN SERVICE	\$3,061,270,788	\$1,245,338,563
ACCUMULATED DEPRECIATION	949,416,423	390,592,319
NET PLANT	\$2,111,854,365	\$ 854,746,244
CWIP IN RATE BASE	298,963,529	125,921,483
PROPERTY HELD FOR FUTURE USE	61,952,335	25,967,486
WORKING CAPITAL ALLOWANCE	8,171,691	3,036,924
MATERIALS AND SUPPLIES	12,279,826	5,626,558
PREPAYMENTS	7,609,352	3,097,758
FUEL INVENTORY	24,857,174	10,335,780
 <u>LESS</u>		
DEFERRED TAXES	324,802,345	134,213,092
PRE-1971 INVESTMENT TAX CREDITS	5,136,552	2,091,029
CUSTOMER DEPOSITS	14,177,576	5,484,304
PROPERTY INSURANCE RESERVE	2,315,121	1,205,249
INJURIES AND DAMAGES RESERVE	1,470,503	675,160
OTHER COST FREE CAPITAL	12,723,429	5,425,623
TOTAL INVESTED CAPITAL	\$2,165,062,746	\$ 879,637,776
Rate of Return	0.1248	0.1248
Return	<u>\$ 270,199,831</u>	<u>\$ 109,778,794</u>

STIPULATION EXHIBIT E  
PUBLIC UTILITY COMMISSION OF TEXAS

Gulf States Utilities Company

Approved Depreciation Rates\* by Functional Account

Docket #5560

<u>Description</u>	<u>Docket #5560 Rates (%)</u>		
	<u>Texas</u>	<u>Louisiana</u>	<u>Composite</u>
Steam Production-Gas/Oil	2.86	3.36	3.14
Steam Production-Coal	-	3.00	3.00
Other Production	6.11	6.66	6.65
Transmission Plant			
Tie	3.34	3.72	3.54
Other	2.38	3.22	2.85
Distribution Plant	3.43	3.05	3.25
General Plant	3.74	2.98	3.49
TOTAL	3.06	3.25	3.17

\*All rates are on a situs basis.

All composite rates shown in this exhibit are calculated based on the mix of depreciable basis in Docket #5560. Current mix of plant could produce slightly different composite rates.

PUBLIC UTILITY COMMISSION OF TEXAS

Gulf States Utilities Company

Approved Gas/Oil Steam Production Depreciation Rates

Docket #5560

<u>Unit Name</u>	<u>Docket #5560 Rates (%)</u>
Lewis Creek No. 1	1.57
Lewis Creek No. 2	1.63
Louisiana No. 7	13.29
Louisiana No. 8	12.85
Louisiana No. 9	12.99
Neches No. 3	34.48**
Neches No. 4	5.70
Neches No. 5	5.98
Neches No. 6	5.83
Neches No. 7	5.84
Neches No. 8	3.56*
Nelson No. 1	4.17*
Nelson No. 2	4.10*
Nelson No. 3	3.62*
Nelson No. 4	3.16*
Sabine No. 1	1.38
Sabine No. 2	1.34
Sabine No. 3	1.51
Sabine No. 4	2.00
Sabine No. 5	3.03*
Willow Glen No. 1	3.48*
Willow Glen No. 2	2.68*
Willow Glen No. 3	2.88*
Willow Glen No. 4	2.73*
Willow Glen No. 5	2.71*
Total	3.14

\*Based on 35-year service life

\*\*Based on 1985 retirement

## PUBLIC UTILITY COMMISSION OF TEXAS

## Gulf States Utilities Company

Approved Transmission Plant Depreciation RatesDocket #5560

		<u>Docket #5560 Rates (%)</u>		
<u>Description</u>	<u>FERC Account</u>	<u>Texas</u>	<u>Louisiana</u>	<u>Composite</u>
TIE SUB	350.2	1.43	1.43	1.43
TIE SUB	352	3.97	4.24	4.07
TIE SUB	353	3.89	3.91	3.90
TIE LINE	350.2	1.43	1.43	1.43
TIE LINE	352	3.97	4.24	4.24
TIE LINE	354	3.72	4.42	4.14
TIE LINE	355	1.81	3.68	2.59
TIE LINE	356	2.88	3.07	2.98
TIE LINE	357	-	-	-
TIE LINE	358	-	-	-
TIE LINE	359	5.32	3.56	3.56
OTH SUB	350.2	1.43	1.43	1.43
OTH SUB	352	2.78	2.54	2.64
OTH SUB	353	2.64	3.57	3.19
OTH LINE	350.2	1.43	1.43	1.43
OTH LINE	352	2.78	2.54	2.55
OTH LINE	354	2.35	3.74	3.06
OTH LINE	355	2.46	3.23	2.86
OTH LINE	356	2.13	2.82	2.51
OTH LINE	357	-	5.00	5.00
OTH LINE	358	-	5.14	5.14
OTH LINE	359	2.85	2.26	2.53
TOTAL TRANSMISSION		2.78	3.42	3.13

## PUBLIC UTILITY COMMISSION OF TEXAS

Gulf States Utilities Company

Approved Distribution Plant Depreciation RatesDocket #5560Docket #5560 Rates (%)

<u>Description</u>	<u>FERC Account</u>	<u>Texas</u>	<u>Louisiana</u>	<u>Composite</u>
DIST SUB	360.2	1.43	1.43	1.43
DIST SUB	361	2.80	2.88	2.85
DIST SUB	362	2.76	2.86	2.81
DIST LINE	360.2	1.43	1.43	1.43
DIST LINE	364	3.87	2.97	3.51
DIST LINE	365	3.81	2.65	3.29
DIST LINE	366	2.25	2.59	2.47
DIST LINE	367	3.84	3.60	3.72
DIST OTH	368	3.19	3.34	3.26
DIST OTH	369	3.39	3.05	3.23
DIST OTH	370	3.84	3.35	3.59
DIST OTH	371	3.19	3.34	3.27
DIST OTH	372	3.19	3.34	3.32
DIST OTH	373	3.46	3.44	3.45
TOTAL DISTRIBUTION		3.43	3.05	3.25



## PUBLIC UTILITY COMMISSION OF TEXAS

## Gulf States Utilities Company

Approved General Plant Depreciation RatesDocket #5560

<u>Docket #5560 Rates (%)</u>				
<u>Description</u>	<u>FERC Account</u>	<u>Texas</u>	<u>Louisiana</u>	<u>Composite</u>
Structures	390	3.04	2.11	2.74
Furniture	391	3.66	2.82	3.56
Transp.	392	3.61	3.84	3.66
Stores	393	3.44	2.42	2.97
Gen.	394.1	3.76	2.96	3.34
Gen.	394.2	3.86	4.20	4.00
Lab. Equip.	395	2.96	2.80	2.89
Power Equip.	396	4.98	5.55	5.25
Comm. Equip.	397	4.59	3.55	4.20
Gen.	398	3.39	3.13	3.33
TOTAL GENERAL		3.74	2.98	3.49

## STIPULATION EXHIBIT F

<u>City</u>	<u>Stipulated Effective Date of Refunds</u>
Port Neches	2-3
Port Arthur	2-3
Groves	2-3
Bridge City	2-3
Vidor	2-3
West Orange	3-5
Nederland	3-5
Orange	3-5
Rose City	3-5
Pinehurst	3-5
Beaumont	3-5
Sour Lake	4-4
Rose Hill Acres	4-4
Kountze	4-4
Silsbee	4-4
Lumberton	4-4

STIPULATION EXHIBIT G

PUBLIC UTILITY COMMISSION OF TEXAS  
GULF STATES UTILITIES COMPANY - DOCKET 6525  
REVENUE REQUIREMENT

	AS ADJUSTED	
	<u>TOTAL ELECTRIC</u>	<u>TEXAS RETAIL</u>
NON-RECONCILABLE PURCHASED POWER	\$92,883,669	\$43,796,516
RECONCILABLE FUEL AND PURCHASED POWER	564,970,665	238,960,394
OPERATIONS AND MAINTENANCE	224,045,597	106,985,814
DEPRECIATION & AMORTIZATION	102,679,511	41,524,426
OTHER TAXES	60,753,488	29,268,425
INTEREST ON CUSTOMER DEPOSITS	1,033,545	399,806
STATE INCOME TAXES	4,225,824	0
FEDERAL INCOME TAXES	109,708,211	41,428,956
RETURN	<sup>70</sup> <u>267,199,830</u>	109,778,794
REVENUE REQUIREMENT	\$1,430,500,340	\$612,143,131
LESS MISCELLANEOUS REVENUE		6,580,005
LESS INTERRUPTIBLE ADJUSTMENT		13,879,991
LESS FUEL REVENUE		238,960,394
BASE RATE REVENUE REQUIREMENT		<u>\$352,722,741</u>
TEST YEAR ADJUSTED BASE RATE REVENUE		
BASE RATE REV. PER SCH. Q-1	\$ 446,602,732	
LESS INTERRUPTIBLE ADJ.	\$ 13,879,991	
TEST YEAR ADJUSTED BASE RATE REVENUE		\$432,722,741
BASE RATE REVENUE DEFICIENCY		<u>\$(80,000,000)</u>
RETAIL RECONCILABLE FUEL EXPENSE		\$238,960,394
TEST YEAR FUEL REVENUE PER SCH Q-1		353,317,884
FUEL RELATED REVENUE DEFICIENCY		<u>\$(114,357,490)</u>
TOTAL RETAIL REVENUE DEFICIENCY		<u>\$(194,357,490)</u>

## STIPULATION EXHIBIT G

PUBLIC UTILITY COMMISSION OF TEXAS  
GULF STATES UTILITIES COMPANY - DOCKET 6525  
REVENUE REQUIREMENT

	AS ADJUSTED	
	<u>TOTAL ELECTRIC</u>	<u>TEXAS RETAIL</u>
NON-RECONCILABLE PURCHASED POWER	\$92,883,669	\$43,796,516
RECONCILABLE FUEL AND PURCHASED POWER	564,970,665	238,960,394
OPERATIONS AND MAINTENANCE	224,045,597	106,985,814
DEPRECIATION & AMORTIZATION	102,679,511	41,524,426
OTHER TAXES	60,753,488	29,268,425
INTEREST ON CUSTOMER DEPOSITS	1,033,545	399,806
STATE INCOME TAXES	4,225,824	0
FEDERAL INCOME TAXES	109,708,211	41,428,956
RETURN	207,199,830	109,778,794
REVENUE REQUIREMENT	<u>\$1,430,500,340</u>	<u>\$612,143,131</u>
LESS MISCELLANEOUS REVENUE		6,580,005
LESS INTERRUPTIBLE ADJUSTMENT		13,879,991
LESS FUEL REVENUE		238,960,394
BASE RATE REVENUE REQUIREMENT		<u>\$352,722,741</u>
TEST YEAR ADJUSTED BASE RATE REVENUE		
BASE RATE REV. PER SCH. Q-1	\$ 446,602,732	
LESS INTERRUPTIBLE ADJ.	\$ 13,879,991	
TEST YEAR ADJUSTED BASE RATE REVENUE		\$432,722,741
BASE RATE REVENUE DEFICIENCY		<u>\$(80,000,000)</u>
RETAIL RECONCILABLE FUEL EXPENSE		\$238,960,394
TEST YEAR FUEL REVENUE PER SCH Q-1		353,317,884
FUEL RELATED REVENUE DEFICIENCY		<u>\$(114,357,490)</u>
TOTAL RETAIL REVENUE DEFICIENCY		<u>\$(194,357,490)</u>

City of Daisetta  
P. O. Box 549  
Daisetta, Texas 77533

City of Chester  
P. O. Box 77  
Chester, Texas 75936

City of Woodbranch  
P. O. Box 804  
New Caney, Texas 77357

City of Cleveland  
P. O. Box 580  
Cleveland, Texas 77327

City of Normangee  
P. O. Box 37  
Normangee, Texas 77871

City of Montgomery  
P. O. Box 708  
Montgomery, Texas 77356

City of Woodloch  
2619 Woodloch  
Conroe, Texas 77302

City of Silsbee  
105 S. 3rd  
Silsbee, Texas 77656-4945

Ms. Phyllis B. Schunck  
Wood, Lucksinger & Epstein  
Suite 910  
300 West Fifth Street  
Austin, Texas 78701

City of Houston  
P. O. Box 1562  
Houston, Texas 77251

City of Splendora  
P. O. Box 495  
Splendora, Texas 77372

City of Devers  
P. O. Box 561  
Devers, Texas 77538

City of New Waverly  
P. O. Box 753  
New Waverly, Texas 77358

City of Trinity  
P. O. Box 431  
Trinity, Texas 75862

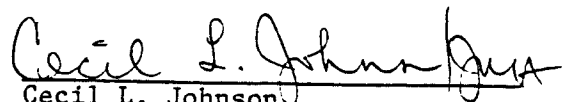
City of Todd Mission  
Rt. 2, Box 650  
Plantersville, Texas 77363

City of Riverside  
P. O. Box 623  
Riverside, Texas 77367

City of Rose Hill Acres  
P. O. Box 8285  
Lumberton, Texas 77656

City of Kountze  
P. O. Box 1739  
Kountze, Texas 77625

Mr. W. H. Reid, President  
Concerned Utility Ratepayers  
Association, Inc.  
3000 MacArthur Drive, Apt. 156  
Orange, Texas 77630

  
Cecil L. Johnson  
Donald M. Clements, Jr.

GULF STATES UTILITIES CO.  
Electric Service  
Texas

SECTION NO.: III  
SECTION TITLE: Rate Schedules and Charges  
SHEET NO.: 5  
EFFECTIVE DATE: Proposed  
REVISION: 7  
APPLICABLE: Entire Texas Service Area  
PAGE: 1 of 1

SCHEDULE RLU

INTERIM RATE  
RIDER FOR STREET LIGHTING SERVICE

I. Applicability

This rider is applicable under the regular terms and conditions of the Company to Customers served under a regular rate schedule who receive service in a subdivision. Such subdivision must contain four or more Customers (or potential Customers) per street light.

When a municipality, state government, federal government, or some agency thereof contracts to pay under standard street lighting rates, for the service rendered hereunder, then at such time the charges specified hereunder will terminate for the affected services.

II. Modification of Regular Rate Schedule

The net monthly bill will be computed under the regular schedule except that an additional charge per month per Customer will apply as follows:

<u>Lamp Type and Size</u>	<u>Monthly Charge</u>	<u>Monthly KWH</u>
100 Watt High Pressure Sodium	\$2.03*	9.6

\*Plus fixed fuel factor per Schedule FF, Sheet No. 41

III. General Provisions

For the rate set forth in Section II above, Company will furnish, install, maintain and supply overhead service to street lights on existing wood poles. The spacing between lights will be approximately 200 feet.

Where additional facilities are required above those set forth above, the contracting party (developer, association, etc.) will pay, in advance of installation, the estimated cost of such facilities.

Supersedes RLU (4-4-86)

GULF STATES UTILITIES CO.  
Electric Service  
Texas

SECTION NO.: III  
SECTION TITLE: Rate Schedules and Charges  
SHEET NO.: 6  
EFFECTIVE DATE: Proposed  
REVISION: 3  
APPLICABLE: Entire Texas Service Area  
PAGE: 1 of 2

SCHEDULE SGS

INTERIM RATE  
SMALL GENERAL SERVICE

17

I. Applicability

This rate is applicable under the regular terms and conditions of the Company to the total lighting and power service of any Customer using 20 KW or less of demand. Where a customer has more than one meter, each meter shall be billed separately.

II. Monthly Bill

A. Customer Charge \$17.70 per month

12

B. Energy Charge

12

All KWH used: 6.948c/KWH\*

12

\*Plus fixed fuel factor per Schedule FF, Sheet No. 41

C. Minimum Charge

Minimum monthly charge will be the Customer Charge.

III. Estimation of Maximum Demand

Expected demand will be the sum of the KVA ratings of all equipment expected to operate simultaneously, including lighting and air conditioning. Where ratings are in hp and not KVA, the conversion factor will be considered 4/3 hp per KVA. Duplicate equipment, connected to double throw switch with regular equipment, preventing simultaneous operation, will not be considered unless larger than the regular equipment, in which case the larger equipment will be considered in lieu of the normal equipment.

IV. Phase and Voltage of Service

Service under this rate schedule will be rendered at the Company's standard secondary phase and voltage available at the point of service. Where additional facilities are required, additional charges may be necessary.

V. Metering

Customer's wiring must terminate at a common metering point in order that service will be measured by a single metering installation as required in Section I.

VI. Use of Service

Electric service furnished under this rate shall not be used by the Customer as an auxiliary or supplementary service to engines or other prime movers, or to any other source of power. Customers shall not sub-meter and resell any energy purchased under this rate.

VII. Amount Due and Payment

The past due amount for service furnished for which payment is not made within sixteen days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5% of the first \$50.00 and 2% of any additional amount of such monthly bill above \$50.00. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply.

Supersedes SGS (5-28-86)



GULF STATES UTILITIES CO.  
Electric Service  
Texas

SECTION NO.: III  
SECTION TITLE: Rate Schedules and Charges  
SHEET NO.: 7  
EFFECTIVE DATE: Proposed  
REVISION: 7  
APPLICABLE: Entire Texas Service Area  
PAGE: 1 of 2

SCHEDULE UMS

INTERIM RATE  
RIDER FOR UNMETERED SERVICES

| T

I. Applicability

This rider is applicable under the regular terms and conditions of the Company to Customers who contract with Company for unmetered electric service under Schedule SGS, where the service is for billboards, unmetered telephone services, telephone booths, railroad signals, cathodic units or for a Community Antenna System utilizing pole mounted power supplies, amplifiers, and related incidental equipment, hereinafter referred to as equipment, in the operation of their system.

II. Monthly Bill

| T

For the purposes of this rider, the Monthly Bill under Schedule SGS will be modified as follows: Each point of service will be billed individually.

- A. The Customer charge will be \$11.15 per month.
- B. KWH usage will be determined as set forth below in Section III.
- C. The energy charge will be 6.948¢/KWH\* per month.
- D. The minimum charge will be the customer charge.

| R

| R

| T

\*Plus fixed fuel factor per Schedule FF, Sheet No. 41

III. Determination of Energy Requirement

- A. The amount of energy used by the Customer at each point of service will be determined by estimating the KWH usage based on the type and rating of the equipment.
- B. The Company may test meter the various types of equipment to the extent necessary to verify the estimated KWH usage for billing purposes and will change the estimated usage when dictated by such tests.
- C. Customer will provide annually an inventory of all equipment at each point of service.
- D. Company will inspect the equipment at each point of service annually as close to the anniversary date of the contract as is practical, to determine the correctness of the billing records. If the annual inspection indicates equipment being billed incorrectly, retroactive adjustment in billing will be made as necessary.

...

- E. Customer will inform the Company in writing of changes in equipment as they occur and billing will be adjusted accordingly.

IV. Amount Due and Payment

The past due amount for service furnished for which payment is not made within sixteen days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5% of the first \$50.00 and 2% of any additional amount of such monthly bill above \$50.00. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply.

Supersedes UMS (4-4-86)

GULF STATES UTILITIES CO.  
Electric Service  
Texas

SECTION NO.: III  
SECTION TITLE: Rate Schedules and Charges  
SHEET NO.: 8  
EFFECTIVE DATE: Proposed  
REVISION: 6  
APPLICABLE: Entire Texas Service Area  
PAGE: 1 of 3

SCHEDULE GS

INTERIM RATE  
GENERAL SERVICE

I. Applicability

This rate is applicable under the regular terms and conditions of the Company to Customers who contract for not less than 5 KW or not more than 2,500 KW of electric service to be used for general lighting and power.

II. Monthly Bill

A. Billing Load Charge

First 5 KW or less	
per month	\$70.74
Additional KW	
per month	\$ 3.66 per KW

B. Energy Charge

All KWH used	2.595c/KWH*
--------------	-------------

\*Plus fixed fuel factor per Schedule FF, Sheet No. 41

C. Delivery Voltage Adjustment

<u>Delivery Voltage**</u>	<u>Adjustment</u>
Secondary	No adjustment
Primary (2.4KV-34.5KV)	\$(0.30) per KW of Billing Load

\*\*Represents the voltage of the lines from which service is delivered and metered or the voltage used in determining facilities charge under Rate Schedule FC, whichever is less. (See Section IV below.)

D. Minimum Charge

The monthly minimum charge will be the sum of the Billing Load Charge and the Delivery Voltage Adjustment. Where the installation of excessive new facilities is required or where there are special conditions affecting the service, Company may require in the Contract a higher minimum charge and/or facilities charge arrangements to compensate for the additional costs.

### III. Determination of Contract Power and Billing Load

Customer is not entitled to receive, nor Company obligated to deliver any more power than Contract Power. Contract Power will be the highest measured 15-minute KW demand established during the billing months of June-September during the 12 months ending with the current month, or for new customers served hereunder, that established during the first 12 months of service estimated in advance from best data available and subject to adjustment for difference in actual and estimated maximum load. If Customer's highest measured 15-minute maximum KW demand during the billing months of June-September exceeds Contract Power, then such highest measured KW demand becomes Contract Power, effective with the current month unless Company gives Customer written notice to the contrary. In no case will contract power ever be less than 60% of the highest contract power established since service to customer began.

The KW of Billing Load will be the greatest of the following:

- (A) The maximum number of KW used by Customer during any 15-minute interval during the current month; or
- (B) 50% of the first 500 KW of Contract Power plus 75% of all additional KW of Contract Power; or
- (C) 5 KW.

Where Customer's power factor of total service supplied by Company is such that 80% of measured monthly maximum KVA used during any 15-minute interval exceeds the corresponding measured KW, Company will use 80% of such measured maximum KVA as the number of KW for all purposes that measured maximum KW load is specified herein. However, where Customer's power factor is regularly 80% or higher, Company may at its option omit KVA metering equipment or remove same if previously installed.

### IV. Metering and Phase and Voltage of Service

Service under this rate schedule will be rendered at the Company's standard phase and voltage available at the point of service. Customer will pay a facilities charge as set forth in Schedule FC for any applicable non-standard or duplicative facilities.

Where customer elects to take service at the available line voltage (2,400 volts or above), metering will be installed at that voltage and customer will receive the applicable voltage credit per Section IIC above. In such cases, where customer receives the applicable voltage credit and elects to have GSU install transformation to a lower voltage, customer will pay facilities charges as per Schedule FC. Under such conditions, and at Company's option only, metering may be at the secondary level; in such case customer's metered quantities will be increased by 1.5% for billing purposes to compensate for transformation losses.

Where service is of extremely fluctuating or intermittent type, Company may specify shorter intervals of load measurement than 15-minute intervals.

GULF STATES UTILITIES CO.  
Electric Service  
Texas

SECTION NO.: III  
SECTION TITLE: Rate Schedules and Charges  
SHEET NO.: 9  
EFFECTIVE DATE: Proposed  
REVISION: 6  
APPLICABLE: Entire Texas Service Area  
PAGE: 3 of 3

SCHEDULE GS (Cont.)

V. Use of Service

Electric service furnished under this rate shall not be used by Customer as an auxiliary or supplementary service to engines or other prime movers, or to any other source of power except in conjunction with Rider for Auxiliary or Standby Service. Customer shall not sub-meter and resell any energy purchased under this rate, except as may be specifically authorized by the appropriate regulatory authority.

VI. Amount Due and Payment

The past due amount for service furnished for which payment is not made within sixteen days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5% of the first \$50.00 and 2% of any additional amount of such net monthly bill above \$50.00. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply.

Supersedes GS (5-28-86)

GULF STATES UTILITIES CO.  
Electric Service  
Texas

SECTION NO.: III  
SECTION TITLE: Rate Schedule and Charges  
SHEET NO.: 10  
EFFECTIVE DATE: Proposed  
REVISION: 1  
APPLICABLE: Entire Texas Service Area  
PAGE: 1 of 4

SCHEDULE GS-TOD

INTERIM RATE  
GENERAL SERVICE - TIME OF DAY

| T

I. AVAILABILITY AND MINIMUM TERM OF SERVICE

This rate is applicable on a voluntary basis under the regular terms and conditions of the Company to Customers who contract for not less than 5 KW or not more than 2,500 KW of electric service to be used for general lighting and power.

Service taken under this schedule shall be for no less than one year. At the time Customer requests service under this schedule, should Company not have appropriate metering available for time of use, then service under this schedule will not be available until such metering can be installed by Company.

II. MONTHLY BILL

| T

A. Billing Load Charge

	<u>Billing Months of</u>	
	<u>May-October</u>	<u>November-April</u>
First 5 KW or Less per month	\$75.18	\$75.18
Additional KW per month	\$ 5.92 per KW	\$ 2.60 per KW

| R

B. Energy Charge

All KWH used On-Peak	7.471c/KWH*	2.560c/KWH*
All KWH used Off-Peak	2.129c/KWH*	

| R

| R

\*Plus fixed fuel factor per Schedule FF, Sheet No. 41

See Section IV below for definition of On-Peak and Off-Peak hours.

C. Delivery Voltage Adjustment

<u>Delivery Voltage**</u>	<u>Adjustment Charge (Credit)</u>
Secondary	No Adjustment
Primary (2.4KV-34.5KV)	(\$0.30) per KW of Billing Load

\*\*Represents the voltage of the line from which service supply to customer is delivered or the voltage used to determine facilities charges in Rate Schedule FC, whichever is less. (See Section V below.)

D. Minimum Charge

The monthly minimum will be the sum of the Billing Load Charge, and the Delivery Voltage Adjustment. Where the installation of excessive new facilities is required or where there are special conditions affecting the service, Company may require in the Contract a higher minimum charge and/or facilities charges arrangements to compensate for the additional costs.

III. DETERMINATION OF CONTRACT POWER AND BILLING LOAD

Customer is not entitled to receive, nor Company obligated to delivery any more power than Contract Power. Contract Power will be the highest monthly maximum KW load which has occurred during On-Peak periods during the 12 months ending with the current month, or for new customers served hereunder, that established during the first 12 months of service estimated in advance from best data available and subject to adjustment for difference in actual and estimated maximum On-peak load. If Customer's highest measured 15-minute maximum KW demand during On-Peak hours, as defined below, exceeds Contract Power, then such highest measured KW demand becomes Contract Power, effective with the current month, unless Company gives Customer written notice to the contrary.

The KW of Billing Load will be the greatest of the following:

- (A) Maximum number of KW used by Customer during any 15-minute interval during the current month subject to Off-Peak provisions below;
- (B) 50% of the first 500 KW of Contract Power plus 75% of all additional KW of Contract Power;
- (C) 5 KW November-April and 3 KW May-October.

**Off-Peak Provisions:** In case the monthly maximum KW load occurs during an Off-Peak period and is also greater than the Contract Power, such monthly maximum KW load will be reduced, for purposes of Sections IIA by 80% but will not be thereby reduced to a smaller number of KW than Contract Power load.

Where Customer's power factor of total service supplied by Company is such that 80% of measured monthly maximum KVA used during any 15-minute interval exceeds the corresponding measured KW, Company will use 80% of such measured maximum KVA as the number of KW for all purposes that measured maximum KW load is specified herein. However, where Customer's power factor is regularly 80% or higher Company may at its option omit KVA metering equipment or remove same if previously installed.

Where monthly Off-Peak power factor is less than monthly On-Peak power factor, for purposes of this section, such Off-Peak power factors will be utilized to compute the On-Peak maximum KVA as discussed above.

GULF STATES UTILITIES CO.  
Electric Service  
Texas

SECTION NO.: III  
SECTION TITLE: Rate Schedules and Charges  
SHEET NO.: 11  
EFFECTIVE DATE: Proposed  
REVISION: 1  
APPLICABLE: Entire Texas Service Area  
PAGE: 3 of 4

SCHEDULE GS-TOD (Cont.)

IV. ON-PEAK HOURS AND OFF-PEAK HOURS

Summer: On-Peak hours, for purposes of this schedule, are 1:00 p.m. to 9:00 p.m. Monday through Friday, except that Memorial Day, Labor Day and Independence Day (July 4 or nearest weekday if July 4 is on a weekend) are not On-Peak.

Winter: On-Peak hours, for purposes of this schedule, are 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. Monday through Friday, except that Thanksgiving Day, Christmas Day and New Year's Day (or the nearest weekday if the holiday should fall on a weekend) are not On-Peak.

Off-Peak hours, for purposes of this schedule, are all hours of the year not specified as On-Peak hours. Company at its sole discretion can change the On-Peak hours and season from time to time.

V. METERING AND PHASE AND VOLTAGE OF SERVICE

Service under this rate schedule will be rendered at the Company's standard phase and voltage available at the point of service. Customer will pay a facilities charge as set forth in Schedule FC for any applicable non-standard or duplicative facilities.

Where customer elects to take service at the available line voltage (2,400 volts or above), metering will be installed at that voltage and customer will receive the applicable voltage credit per Section IIC above. In such cases, where customer receives the applicable voltage credit and elects to have GSU install transformation to a lower voltage, customer will pay facilities charges as per Schedule FC. Under such conditions, and at Company's option only, metering may be at the secondary level; in such case customer's metered quantities will be increased by 1.5% for billing purposes to compensate for transformation losses.

Where service is of extremely fluctuating or intermittent type, Company may specify shorter intervals of load measurement than 15-minute intervals.

VI. USE OF SERVICE

Electric service furnished under this rate shall not be used by the Customer as an auxiliary or supplementary service to engines or other prime movers, or to any other source of power. Customers shall not sub-meter and resell any energy purchased under this rate except as may be specifically authorized by the appropriate regulatory authority.



VII. AMOUNT DUE AND PAYMENT

The past due amount for service furnished for which payment is not made within sixteen days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5% of the first \$50.00 and 2% of any additional amount of such monthly bill above \$50.00. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply.

Supersedes GS-TOD (5-28-86)

GULF STATES UTILITIES CO.  
Electric Service  
Texas

SECTION NO.: III  
SECTION TITLE: Rate Schedules and Charges  
SHEET NO.: 12  
EFFECTIVE DATE: Proposed  
REVISION: 5  
APPLICABLE: Entire Texas Service Area  
PAGE: 1 of 1

SCHEDULE SS

INTERIM RATE  
RIDER TO SCHEDULES SGS, GS AND LGS  
FOR SERVICE TO SEASONAL OPERATIONS  
MUNICIPALITIES, SCHOOLS AND CHURCHES

I. APPLICABILITY

This rider is applicable under the regular terms and conditions of the Company to customers served under Schedule SGS, GS or LGS whose service is for seasonal operations such as agricultural products (rice, soybeans, cotton, etc.), athletic fields, public playgrounds (including ballparks operated by non-profit organizations). This rider is also applicable to municipalities, schools and churches.

II. MODIFICATION TO REGULAR RATE SCHEDULE

- A. Minimum charge provisions under Schedule GS and LGS are modified to the extent that Billing Load will be the actual maximum Kw load of the current month, but not less than 5 Kw under Schedule GS and 750 Kw under Schedule LGS.
- B. For seasonal operations such as those described above, the following will also apply:
  - 1. Customer will be allowed one free cut-in following a cut-out after regular seasonal operations have been completed, provided such request for a cut-in is made in the same calendar year as the cut-out was requested.
  - 2. For each cut-in requested in addition to the one free cut-in described above, Customer will pay Company its additional costs involved, but not less than \$15.00 per such additional cut-in as a service charge in addition to all other charges under the regular rate schedule.
  - 3. Where a portion of the service, such as lighting, is on a year-round basis and not cut-out seasonally, Customer will arrange wiring so that such portion can be separately served, metered, and billed under the applicable rate schedule.

Supersedes SS (8-3-84)

GULF STATES UTILITIES CO.  
Electric Service  
Texas

SECTION NO.: III  
SECTION TITLE: Rate Schedules and Charges  
SHEET NO.: 13  
EFFECTIVE DATE: Proposed  
REVISION: 2  
APPLICABLE: Entire Texas Service Area  
PAGE: 1 of 3

SCHEDULE LGS

INTERIM RATE  
LARGE GENERAL SERVICE

| T

I. Applicability

This rate is applicable under the regular terms and conditions of the Company to Customers who contract for not less than 750 KW or not more than 2,500 KW of electric service at Company's available line voltage.

II. Monthly Bill

| T

A. Billing Load Charge

First 750 KW or less per month	\$5,662.00
Additional KW per month	\$6.28 per KW

| R

B. Energy Charge

All KWH used	1.141c/KWH*
--------------	-------------

| R

\*Plus fixed fuel factor per Schedule FF, Sheet No. 41

C. Delivery Voltage Adjustment

<u>Delivery Voltage**</u>	<u>Adjustment Charge (Credit)</u>
Secondary	\$0.30 per KW of Billing Load
Primary (2.4KV-34.5KV)	No adjustment
69 KV/138 KV	(\$0.50) per KW of Billing Load

\*\*Represents the voltage of the line at which service is delivered and metered or the voltage used in determining the facilities charge in Rate Schedule FC, whichever is less. (See Section IV below.)

E. Minimum Charge

The monthly minimum charge will be the sum of the Billing Load Charge, and the Delivery Voltage Adjustment. Where the installation of excessive new facilities is required or where there are special conditions affecting the service, Company may require in the Contract a higher minimum charge and/or facilities charge arrangements to compensate for the additional costs.

### III. Determination of Contract Power and Billing Load

Customer is not entitled to receive, nor Company obligated to deliver any more power than Contract Power. Contract Power will be the highest measured 15-minute KW demand established during the billing months of June-September during the 12 months ending with the current month, or for new customers served hereunder, that established during the first 12 months of service estimated in advance from best data available and subject to adjustment for difference in actual and estimated maximum load. If Customer's highest measured 15-minute maximum KW demand during the billing months of June-September exceeds Contract Power, then such highest measured KW demand becomes Contract Power, effective with the current month unless Company gives Customer written notice to the contrary.

The KW of Billing Load will be the greatest of the following:

- (A) The maximum number of KW used by Customer during any 15-minute interval during the current month; or
- (B) 50% of the first 500 KW of Contract Power plus 75% of all additional KW of Contract Power; or
- (C) 60% of the highest contract power established since service to Customer began; or
- (D) 750 KW.

Where Customer's power factor of total service supplied by Company is such that 85% of measured monthly maximum KVA used during any 15-minute interval exceeds the corresponding measured KW, Company will use 85% of such measured maximum KVA as the number of KW for all purposes that measured maximum KW load is specified herein. However, where Customer's power factor is regularly 85% or higher, Company may at its option omit KVA metering equipment or remove same if previously installed.

### IV. Metering and Phase and Voltage of Service

Service under this rate schedule will be rendered at the company's standard primary voltage (2,400 volts-34.5 KV) and phase available at the point of service. Customer will pay a facilities charge as set forth in Schedule FC for any applicable non-standard or duplicative facilities.

Where customer elects to take service at an available transmission line voltage (69 KV or above), metering will be installed at that voltage and customer will receive the applicable voltage credit per Section IIC above. In such cases, where customer receives the applicable voltage credit and elects to have GSU install transformation to a lower voltage, customer will pay facilities charges as per Schedule FC. Under such conditions, and at Company's option only, metering may be at the secondary level; in such case customer's metered quantities will be increased by 1.5% for billing purposes to compensate for transformation losses.

GULF STATES UTILITIES CO.  
Electric Service  
Texas

SECTION NO.: III  
SECTION TITLE: Rate Schedules and Charges  
SHEET NO.: 14  
EFFECTIVE DATE: Proposed  
REVISION: 2  
APPLICABLE: Entire Texas Service Area  
PAGE: 3 of 3

SCHEDULE LGS (Cont.)

Service taken at secondary voltages, whether from available secondary lines or from unique transformation facilities installed to serve customer, will receive the applicable voltage charge per Section IIC above. Where such unique transformation facilities are non-standard facilities or duplicative facilities, customer will pay a facilities charge as set forth in Schedule FC. In such cases, where customer pays facilities charges on transformation facilities, even though metering may be at the secondary voltage, customer will not receive the voltage adjustment charge, but customer's metered quantities will be increased by 1.5% for billing purposes to compensate for transformation losses.

Where service is taken at multiple voltage levels and customer requests totalizing arrangements for billing purposes, the Delivery Voltage Adjustment will be computed based upon demand, but weighted by KWH consumption at each voltage level.

Where service is of extremely fluctuating or intermittent type, Company may specify shorter intervals of load measurement than 15-minute intervals.

V. Use of Service

Electric service furnished under this rate shall not be used by Customer as an auxiliary or supplementary service to engines or other prime movers, or to any other source of power except in conjunction with Rider for Auxiliary or Standby Service. Customer shall not sub-meter and resell any energy purchased under this rate, except as may be specifically authorized by the appropriate regulatory authority.

VI. Amount Due Bill and Payment

The past due amount for service furnished for which payment is not made within sixteen days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5% of the first \$50.00 and 2% of any additional amount of such monthly bill above \$50.00. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply.

Supersedes LGS (5-28-86)

GULF STATES UTILITIES CO.  
Electric Service  
Texas

SECTION NO.: III  
SECTION TITLE: Rate Schedules and Charges  
SHEET NO.: 15  
EFFECTIVE DATE: Proposed  
REVISION: 2  
APPLICABLE: Entire Texas Service Area  
PAGE: 1 of 4

SCHEDULE LGS-TOD

INTERIM RATE  
LARGE GENERAL SERVICE - TIME OF DAY

I. Applicability

This rate is applicable on a voluntary basis under the regular terms and conditions of the Company to Customers having the appropriate metering and who contract for not less than 750 KW or not more than 2,500 KW of electric service to be used for general lighting and power.

II. Monthly Bill

Billing Months of  
May-October      November-April

A. Billing Load Charge

First 750 KW or less per month	\$7,187.00	\$3,554.00
Additional KW per month	\$7.98 per KW	\$3.81 per KW

B. Energy Charge

All KWH used On-Peak	3.312¢/KWH*	1.111¢/KWH*
All KWH used Off-Peak	0.920¢/KWH*	

\*Plus fixed fuel factor per Schedule FF, Sheet No. 41

See Section IV below for definition of On-Peak and Off-Peak hours.

C. Delivery Voltage Adjustment

<u>Delivery Voltage**</u>	<u>Adjustment Charge (Credit)</u>
Secondary	\$0.30 per KW of Billing Load
Primary (2.4KV-34.5KV)	No adjustment
69 KV/138 KV	(\$0.50) per KW of Billing Load

\*\*Represents the voltage of the line from which service supply to customer is delivered or the voltage used to determine facilities charge in Rate Schedule FC, whichever is less. (See Section V below.)

D. Minimum Charge

The monthly minimum charge will be the sum of the Billing Load Charge and the Delivery Voltage Adjustment. Where the installation of excessive new facilities is required or where there are special conditions affecting the service, Company may require in the Contract a higher minimum charge and/or facilities charge arrangements to compensate for the additional costs.

III. Determination of Contract Power and Billing Load

Customer is not entitled to receive, nor Company obligated to deliver any more power than Contract Power. Contract Power will be the highest monthly maximum KW load which has occurred during On-Peak periods during the 12 months ending with the current month, or for new customers served hereunder, that established during the first 12 months of service estimated in advance from best data available and subject to adjustment for difference in actual and estimated maximum On-Peak load. If Customer's highest measured 15-minute maximum KW demand during On-Peak hours, as defined below, exceeds Contract Power, then such highest measured KW demand becomes Contract Power, effective with the current month, unless Company gives Customer written notice to the contrary.

The KW of Billing Load will be the greatest of the following:

- (A) The maximum number of KW used by Customer during any 15-minute interval during the current month subject to Off-Peak provisions below; or
- (B) 50% of the first 500 KW of Contract Power plus 75% of all additional KW of Contract Power; or
- (C) 60% of the highest Contract Power established since service to customer began; or
- (D) 750 KW

Off-Peak Provision: In case the monthly maximum KW load occurs during an Off-Peak period and is also greater than Contract Power, such monthly maximum KW load will be reduced, for purposes of Section IIA by 80% but will not be thereby reduced to a smaller number of KW than Contract Power load, nor less than stipulated in (C) or (D) above.

Where Customer's power factor of total service supplied by Company is such that 85% of measured monthly maximum KVA used during any 15-minute interval exceeds corresponding measured KW, Company will use 85% of such measured maximum KVA as the number of KW for all purposes that measured maximum KW load is specified herein. However, where Customer's power factor is regularly 85% or higher Company may at its option omit KVA metering equipment or remove same if previously installed.

Where monthly Off-Peak power factor is less than monthly On-Peak power factor, for purposes of this section, such Off-Peak power factor will be utilized to compute the On-Peak maximum KVA as discussed above.

**GULF STATES UTILITIES CO.**  
Electric Service  
Texas

SECTION NO.: III  
SECTION TITLE: Rate Schedules and Charges  
SHEET NO.: 16  
EFFECTIVE DATE: Proposed  
REVISION: 2  
APPLICABLE: Entire Texas Service Area  
PAGE: 3 of 4

**SCHEDULE LGS - TOD (Cont.)**

**IV. On-Peak Hours and Off-Peak Hours**

Summer: On-Peak hours, for purposes of this schedule, are 1:00 p.m. to 9:00 p.m. Monday through Friday of each week beginning on May 15 and continuing through October 15 of each year except that Memorial Day, Labor Day and Independence Day (July 4 or the nearest weekday if July 4 is on a weekend) are not On-Peak.

Winter: On-Peak hours for purposes of this schedule, are 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. Monday through Friday of each week beginning October 16 and continuing through May 14 of each year, except that Thanksgiving Day, Christmas Day and New Year's Day (or the nearest weekday if the holiday should fall on a weekend) are not On-Peak.

Off-Peak hours, for purposes of this schedule, are all hours of the year not specified as On-Peak hours. Company at its sole discretion can change the On-Peak hours and season from time to time.

**V. Metering and Phase and Voltage of Service**

Service under this rate schedule will be rendered at the Company's standard primary voltage (2,400 volts-34.5 KV) and phase available at the point of service. Customer will pay a facilities charge as set forth in Schedule FC for any applicable non-standard or duplicative facilities.

Where customer elects to take service at an available transmission line voltage (69 KV or above), metering will be installed at that voltage and customer will receive the applicable voltage credit per Section IIC above. In such cases, where customer receives the voltage credit and elects to have GSU install transformation to a lower voltage, customer will pay facilities charges as per Schedule FC. Under such conditions, and at Company's option only, metering may be at the secondary level; in such case customer's metered quantities will be increased by 1.5% for billing purposes to compensate for transformation losses.

Where service is of extremely fluctuating or intermittent type, Company may specify shorter intervals of load measurement than 15-minute intervals.

Service taken at secondary voltages, whether from available secondary lines or from unique transformation facilities installed to serve customer, will receive the applicable voltage adjustment charge per Section IIC above. Where such unique transformation facilities are non-standard facilities or duplicative facilities, customer will pay a facilities charge as set forth in Schedule FC. In such cases, where customer pays facilities charges on transformation facilities, even though metering may be at the secondary voltage, customer will not receive the voltage adjustment charge, but customer's metered quantities will be increased by 1.5% for billing purposes to compensate for transformation losses.



Appropriate metering facilities required for this tariff shall be of the magnetic tape variety currently utilized by Company on its larger customers. Should Customer requesting service under this rider not have appropriate metering for time of use, then service under this schedule will not be available until such metering can be installed by Company.

Where service is delivered from lines of voltage less than 69 KV, the metered quantities of maximum load and energy will each be increased by 1.5% if metered at the line voltage or by 3% if such service is transformed and metered on low side.

#### VI. Use Of Service

Electric service furnished under this rate shall not be used by the Customer as an auxiliary or supplementary service to engines or other prime movers, or to any other source of power. Customers shall not sub-meter and resell any energy purchased under this rate except as may be specifically authorized by the appropriate regulatory authority.

#### VII. Amount Due and Payment

The past due amount for service furnished for which payment is not made within sixteen days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5% of the first \$50.00 and 2% of any additional amount of such monthly bill above \$50.00. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply.

Supersedes LGS-TOD (5-28-86)

**GULF STATES UTILITIES CO.**  
Electric Service  
Texas

SECTION NO.: IV  
SECTION TITLE: Rules and Regulations  
SHEET NO: 2  
EFFECTIVE DATE: Proposed  
REVISION 4  
APPLICABLE: Entire Texas Service Area  
PAGE: 1 of 19

**TERMS AND CONDITIONS APPLICABLE  
TO ELECTRIC SERVICE**

1. PURPOSE. These Terms and Conditions are prescribed to govern electric service and are intended to facilitate the rendering of uniform, efficient, and adequate service to the Customers of Gulf States Utilities Company (Company). They are necessary to a clear understanding of the obligations of all parties to the business relations of the Company with its electric customers, and are a part of the Company's contract with each customer and part of the Company's Rate Schedules. Any or all of these Terms and Conditions not inconsistent with a particular rate schedule are as much a part of such Rate Schedule as if repeated therein.

By virtue of the Texas Public Utility Regulatory Act, the Public Utility Commission of Texas has the general power to regulate and supervise the business of the Company within the Commission's jurisdiction. Nothing in these Terms and Conditions is meant to abridge any right granted or secured to the Customer under that Act or under any rules or regulations adopted by that Commission unless specifically waived in these Terms and Conditions.

2. REQUESTS FOR SERVICE. Applications for electric service, within the territory served by the Company of a type for which the Company has a rate schedule on file, will be accepted from applicants when such service is available, subject to the provisions of these Terms and Conditions. Service will be considered available if the point of delivery is located immediately adjacent to the Company's distribution line of suitable phase, voltage, and capacity to deliver the service at the applicable rate schedule, and the Company has the required power and energy available at the point of delivery to supply the applicant.

Each class of service, at each location at which service is desired, will be considered separately, and there will be a separate application of the appropriate rate schedule for each class of service at each point of delivery.

Certain situations may require written contracts; such contracts may contain special provisions that apply to the particular situation. In the case of customers whose load is of unusual size or characteristics, or at a remote location, additional rate and contractual arrangements may be justified. References in these Terms and Conditions to "contract" or "contract with Company" are intended to include, when applicable, any written Contract for Electric Service in effect between the Company and Customer at the time, including collectively as part thereof for all purposes the Terms and Conditions in effect at the time (subject to changes by the Company as provided in the Contract), the terms and provisions of all rate schedules and riders (such schedules and riders also being subject to change by the Company as provided herein) as in effect at the time and applicable to the electric service provided to the Customer pursuant to its contract with Company, and any other written and duly executed agreements between the Company and Customer.

A connection charge compensating Company for its costs may be made by Company in accordance with Company's rate schedule then in effect providing for such charge upon connection or reconnection of facilities for service.

3. ELECTRIC SERVICE. Electric service means the availability of electric power and energy, irrespective of whether any electric power and energy is actually used. Supplying of service by Company consists of the maintaining by Company, at the point of delivery, of approximately the established voltage and frequency by means of facilities adequate for carrying Customer's proper load.

4. ESTABLISHING CREDIT AND DEPOSITS. The Company may require an Applicant for service to establish credit in any manner, or to pay a deposit in any amount so long as such manner or amount is not in conflict with any applicable and valid law, rule, or regulation. In particular, the Company's Customer credit and deposit policies are regulated by the Public Utility Commission of Texas. In regard to establishing credit and requiring deposits, that Commission's Substantive Rule 23.43 provides:

(a) Establishment of Credit for Permanent Residential Applicants

- (1) Each utility may require a residential applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with rules for prompt payment of bills. Credit history shall be applied equally for a reasonable period of time to a spouse or former spouse who shared the service. Credit history maintained by one must be applied equally to the other without modification and without additional qualifications not required of the other.
- (2) For purpose of this section applicant is to be defined as a person who applied for service for the first time or reapplies at a new or existing location after discontinuance of service. Customer is defined as someone who is currently receiving service.
- (3) Subject to these rules, a residential applicant shall not be required to pay a deposit:
  - (A) If the residential applicant has been a customer of any utility for the same kind of service within the last two years and is not delinquent in payment of any such utility service account and during the last twelve (12) consecutive months of service did not have more than one occasion in which a bill for such utility service was paid after becoming delinquent and never had service disconnected for nonpayment; applicants are encouraged to obtain a letter of credit history from their previous utility, and utilities are encouraged to provide such information with final bills.
  - (B) If the residential applicant demonstrates a satisfactory credit rating by appropriate means including, but not limited to, the production of generally acceptable credit cards, letters of credit reference, the names of credit references which may be quickly and inexpensively contacted by the utility, or ownership of substantial equity; or

**GULF STATES UTILITIES CO.**  
Electric Service  
Texas

SECTION NO.: IV  
SECTION TITLE: Rules and Regulations  
SHEET NO.: 3  
EFFECTIVE DATE: Proposed  
REVISION 4  
APPLICABLE: Entire Texas Service Area  
PAGE: 3 of 19

**INTERIM TERMS AND CONDITIONS APPLICABLE  
TO ELECTRIC SERVICE**

- (C) If the residential applicant furnishes in writing a satisfactory guarantee to secure payment of bills for the service required;
- (i) unless otherwise agreed to by the guarantor, the guarantee shall be for the amount of deposit the utility would normally seek on the applicant's account. The amount of guarantee shall be clearly indicated on any documents or letters of guarantee signed by the guarantor;
  - (ii) when the customer has paid bills for service for 12 consecutive months residential billings without having service disconnected for nonpayment of bills and without having more than two occasions in which a bill was delinquent, and when the customer is not delinquent in the payment of current bills, the utility shall void and return any documents or letters of guarantee placed with the utility to the guarantor.
- (4) An initial deposit may not be required from residential customers unless the customer has more than one occasion during the last 12 consecutive months of service in which a bill for utility service was paid after becoming delinquent or if the customer's service was disconnected for nonpayment. A deposit required pursuant to this section shall not exceed an amount equivalent to one-sixth of annual billings. The customer may furnish in writing a satisfactory guarantee to secure payment of bills in lieu of a cash deposit.
- (5) At the time a deposit is required, every electric utility shall provide applicants for, and customers of, commercial, industrial, or residential service written information about deposits separate from the information on deposits required in the Commission's Substantive Rule 23.41(a)(5), relating to Customer Relations. This information shall contain:
- (A) the circumstances under which a utility may require a deposit or an additional deposit;
  - (B) how a deposit is calculated;
  - (C) the amount of interest paid on a deposit and how this interest is calculated; and
  - (D) the time frame and requirement for return of the deposit to the customer.
- (b) Commercial and industrial service. In the case of commercial or industrial service, if the credit of an applicant for service has not been established satisfactorily to the utility, the applicant may be required to make a deposit.

- (c) Amount of deposit and interest for permanent residential, commercial, and industrial service and exemption from deposit.
- (1) The required deposit shall not exceed an amount equivalent to one-sixth of the applicant's estimated annual billings.
- (A) During the first 12 months of service, if actual usage is three times estimated usage (or three times average usage of most recent three bills) and current usage exceeds \$150 and 150% of the security held, a new deposit requirement may be calculated and an additional deposit may be required to be made within 10 days after issuance of written notice of termination and requested additional deposit, or, in lieu of additional deposit, the customer may elect to pay the current usage within 10 days after issuance of written notice of termination and requested additional deposit.
- (B) If actual billings of a commercial customer are at least twice the amount of the estimated billings, and a suspension notice has been issued on a bill within the previous 12-month period, a new deposit may be required to be made within 15 days after issuance of written notice of termination and requested additional deposit. If actual billings of a residential customer are at least twice the amount of the estimated billings after two billing periods, and a suspension notice has been issued on a bill within the previous 12-month period, a new deposit may be required to be made within 15 days after issuance of written notice of termination and requested additional deposit. In lieu of additional deposit, the customer may elect to pay the current bill by the due date of the bill, provided the customer has not exercised this option in the previous 12 months.
- (2) All applicants for permanent residential service who are 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 utility or another utility for the same utility service which accrued within the last two years. No cash deposit shall be required of such applicant under these conditions.
- (3) If the Customer has been required to make a deposit, the Company shall pay interest on such a deposit at the rate and in the manner prescribed by the PUCT. The following interest rates apply:
- |                           |       |
|---------------------------|-------|
| Through December 31, 1985 | 6.00% |
| 1986                      | 7.29% |
- (A) Payment of the interest to the customer shall be annually if requested by the customer, or at the time the deposit is returned if credited to the customer's account.
- (B) The deposit shall cease to draw interest on the date it is returned or credited to the customer's account.

**GULF STATES UTILITIES CO.**  
Electric Service  
Texas

SECTION NO.: IV  
SECTION TITLE: Rules and Regulations  
SHEET NO: 4  
EFFECTIVE DATE: Proposed  
REVISION 8  
APPLICABLE: Entire Texas Service Area  
PAGE: 5 of 19

**TERMS AND CONDITIONS APPLICABLE  
TO ELECTRIC SERVICE**

- (d) Deposits for temporary or seasonal service and for weekend residences: The utility may require a deposit sufficient to reasonably protect it against the assumed risk for temporary or seasonal service, provided such policy is applied in a uniform and nondiscriminatory manner. The utility may require a deposit for weekend residences sufficient to reasonably protect it against the assumed risk, provided such policy is applied in a uniform and nondiscriminatory manner. These deposits shall be returned according to guidelines set out in subsection (h) of this section.
- (e) Complaint by applicant or customer: Each utility shall direct its personnel engaged in initial contact with an applicant or customer for service, seeking to establish or reestablish credit under the provisions of these sections, to inform the customer, if dissatisfaction is expressed with the utility's decision, of the customer's right to file a complaint with the commission thereon.
- (f) Reestablishment of credit: Every applicant who previously has been a customer of the utility and whose service has been discontinued for nonpayment of bills or meter tampering or bypassing of meter shall be required, before service is rendered, to pay all amounts due the utility or execute a deferred payment agreement, if offered, and reestablish credit as provided in subsection (a) of this section. The burden shall be on the utility to prove the amount of utility service received but not paid for and the reasonableness of any charges for such unpaid service, as well as all other elements of any bill required to be paid as a condition of service restoration.
- (g) Records of deposits.
- (1) The utility shall keep records to show:
    - (A) the name and amount of each depositor;
    - (B) the amount and date of the deposit; and
    - (C) each transaction concerning the deposit.
  - (2) The utility shall issue a receipt of deposit to each applicant from whom a deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost.
  - (3) A record of each unclaimed deposit must be maintained for at least four years, during which time the utility shall make a reasonable effort to return the deposit.
- (h) Refund of deposit.
- (1) If service is not connected, or after disconnection of service, the utility shall promptly and automatically refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premise to another within the

service area of the utility shall not be deemed a disconnection within the meaning of these sections, and no additional deposit may be demanded unless permitted by these sections.

- (2) When the customer has paid bills for service for 12 consecutive residential billings or for 24 consecutive commercial or industrial billings 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 utility shall promptly and automatically refund the deposit plus accrued interest to the customer in the form of cash or credit to a customer's bill, or void the guarantee. If the customer does not meet these refund criteria, the deposit and interest may be retained in accordance with subsection (c) of this section.

- (i) Upon sale or transfer of utility or company. Upon the sale or transfer of any public utility or operating units thereof, the seller shall file with the commission, under oath, in addition to other information, a list showing the names and addresses of all customers served by such utility or unit who have to their credit a deposit, the date such deposit was made, the amount thereof, and the unpaid interest thereon.

5. **BILLING.** The Customer will receive and pay monthly for all electric service supplied in accordance with the applicable rate schedules. Bills are to be rendered monthly by the Company in accordance with the said rate. The terms "month" and "monthly" as used herein are intended to designate the period between any two consecutive meter readings; either actual or estimated, at approximately thirty (30) day intervals.

The billing load will be in whole KW or whole KVA as the case may be. If the fraction is less than half, it is dropped; if it is half or more, it is counted as the next whole number.

As permitted by Public Utility Commission of Texas Rule 23.45, the Company's billing policy with which both the Company and the Customer shall comply, is as follows:

- (a) Due date. The due date of the bill for utility service shall not be less than 16 days after issuance. A bill for utility service is delinquent if not received at the utility or at the utility's authorized payment agency by the due date. The postmark, if any, on the envelope of the bill, or an issuance date on the bill, if there is no postmark on the envelope, shall constitute proof of the date of issuance. If the due date falls on a holiday or weekend, the due date for payment purposes shall be the next work day after the due date.

- (b) Penalty on delinquent bills for retail service. A one time penalty not to exceed 5.0% may be made on delinquent commercial or industrial bills; however, no such penalty shall apply to residential bills under this section. The 5.0% penalty on delinquent commercial and industrial bills may not be applied to any balance to which the penalty was applied in a previous billing.

**GULF STATES UTILITIES CO.**  
Electric Service  
Texas

SECTION NO.: IV  
SECTION TITLE: Rules and Regulations  
SHEET NO: 5  
EFFECTIVE DATE: Proposed  
REVISION 7  
APPLICABLE: Entire Texas Service Area  
PAGE: 7 of 19

**TERMS AND CONDITIONS APPLICABLE  
TO ELECTRIC SERVICE**

(c) **Deferred Payment Plan:** The utility shall offer, upon request, a deferred payment plan to any residential customer who has expressed an inability to pay all of his or her bill, if that customer has not been issued more than two termination notices at any time during the preceding 12 months. In all other cases, the utility is encouraged to offer a deferred payment plan to residential customers.

(1) Every deferred payment plan entered into due to the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays current bills and a reasonable amount of the outstanding bill and agrees to pay the balance in reasonable installments until the bill is paid. A payment of not more than one-third of the total deferred amount may be required as a reasonable amount under this paragraph.

(2) For purposes of determining reasonableness under these rules, the following shall be considered:

- (A) Size of the delinquent account;
- (B) Customer's ability to pay;
- (C) Customer's payment history;
- (D) Time that the debt has been outstanding;
- (E) Reasons why debt has been outstanding; and
- (F) Any other relevant factors concerning the circumstances of the customer.

(3) A deferred payment plan offered by a utility, if reduced to writing, shall state immediately preceding the space provided for the customer's signature and in bold-face print at least two sizes larger than any other used thereon, that "If you are not satisfied with this contract, or if agreement was made by telephone and you feel this contract does not reflect your understanding of that agreement, contact the utility immediately and do not sign this contract.

If you do not contact the utility, or if you sign this agreement, you give up your right to dispute the amount due under the agreement except for the utility's failure or refusal to comply with the terms of this agreement."

(4) A deferred payment plan may include a five percent (5%) penalty for late payment but shall not include a finance charge.



- (5) If a customer for utility service has not fulfilled terms of a deferred payment agreement, the utility shall have the right to disconnect pursuant to disconnection rules herein and under such circumstances, may, but shall not be required to, offer subsequent negotiation of a deferred payment agreement prior to disconnection.
  - (6) Any utility which institutes a deferred payment plan shall not refuse a customer participation in such a program on the basis of race, color, creed, sex, or marital status.
  - (7) A deferred payment arrangement may be made by visiting the utility's business office or contacting the utility by telephone. If the customer visits the utility's business office, the utility may ask the customer to sign the deferred payment agreement. The utility must provide the customer with a copy of the signed agreement. If the agreement is made over the telephone, the utility shall send a copy of the agreement to the customer.
  - (8) If the customer's economic or financial circumstances change substantially during the time of the deferred payment agreement, the utility may renegotiate the deferred payment agreement with the customer, taking into account the changed economic and financial circumstances of the customer.
  - (9) A utility is not required to enter into a deferred payment agreement with any customer who is lacking sufficient credit or a satisfactory history of payment for previous service when that customer has had service from the present utility for no more than three months.
- (d) Disputed bills
- (1) In the event of a dispute between a customer and a utility regarding any bill for utility service, the utility shall forthwith make such investigation as shall be required by the particular case, and report the results thereof to the customer and, in the event the dispute is not resolved, shall inform the customer of the complaint procedures of the commission.
  - (2) Notwithstanding any other section of these rules, the customer, except customers of telephone utilities, shall not be required to pay the disputed portion of the bill which exceeds the amount of that customer's average monthly usage at current rates pending the completion of the determination of the dispute, but in no event more than 60 days. For purposes of this rule only, the customer's average monthly usage at current rates shall be the average of the customer's gross utility service for the preceding 12-month period. Where no previous usage history exists, consumption for calculating the average monthly usage shall be estimated on the basis of usage level of similar customers and under similar conditions.

**GULF STATES UTILITIES CO.**  
Electric Service  
Texas

SECTION NO.: IV  
SECTION TITLE: Rules and Regulations  
SHEET NO: 6  
EFFECTIVE DATE: Proposed  
REVISION 3  
APPLICABLE: Entire Texas Service Area  
PAGE: 9 of 19

**TERMS AND CONDITIONS APPLICABLE  
TO ELECTRIC SERVICE**

Bills will be rendered as promptly as possible following the reading of meters. When there is good reason for doing so, estimated bills may be submitted provided that an actual meter reading is taken every six months.

In months where the meter reader is unable to gain access to the premises to read the meter on regular meter reading trips, or in months where meters are not read, the Company will provide the customer with a postcard and request the customer to read the meter, enter the reading on the card, and return the card to the Company. If such postcard is not received by the utility in time for billing, the utility may estimate meter reading and render bill accordingly. The Company shall have access to its property on Customer's premises at all reasonable times in accordance with these Terms and Conditions.

When it sends an employee to collect or undertakes other efforts to collect a delinquent bill, a collection charge compensating the Company for its costs may be made by the Company in accordance with the Company's rate schedule then in effect providing for such charge.

6. DISCONTINUANCE OF SERVICE. The Company will not discontinue service to the Customer if prohibited from doing so by the then effective rules of the appropriate regulatory authorities. The present Rule 23.46 of the Public Utility Commission of Texas provides:

(a) Disconnection for delinquent bills: A customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 26 days from the date of issuance of a bill and if proper notice has been given. Proper notice shall consist of a separate mailing or hand delivery at least 10 days prior to a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. The information included shall be provided in English and Spanish as necessary to adequately inform the customer. Attached to or on the face of the termination notice for electric bills shall appear a statement notifying the customer that if they are in need of assistance with the payment of the bill, or are ill and unable to pay their bill, they may be eligible for payment assistance or special payment programs, such as deferred payment plans, disconnection moratoriums for the ill, or energy assistance programs, and to contact the local office of the utility for information on the available programs. If mailed, the cut-off day may not fall on a holiday or weekend, but shall fall on the next working day after the 10th day. Payment at the utility's authorized payment agency is considered payment to the utility. The company shall not issue late notices or disconnect notices to the customer earlier than the first day the bill becomes delinquent, so that a reasonable length of time is allowed to ascertain receipt of payment by mail or at the utility's authorized payment agency.