



**LPSC Electric Tariff No. 35**

**Last Revised:**

**02/12/2010**

**Applies To:**

**Energy Emergency Deferred Billing (EER)**

**Parishes Served:**

**Acadia, Allen, Avoyelles, Beauregard, Calcasieu, Catahoula,  
DeSoto, Evangeline, Grant, Iberia, Jefferson Davis, LaSalle,  
Natchitoches, Rapides, Red River, Sabine, St. Landry, St. Martin,  
St. Mary, St. Tammany, Tangipahoa, Vermilion, Vernon,  
Washington**

**ISSUED BY:**

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**ENERGY EMERGENCY  
DEFERRED BILLING RIDER**

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**(1) PURPOSE**

Only in the event of a Commission declared Energy Emergency pursuant to Louisiana Revised Statutes, Title 45, Chapter 9, Part V-A as enacted by Act No. 69 and the Louisiana Public Service Commission's General Order No. R-26038, will the provisions of this Rider apply to provide Eligible Customers with a program to defer utility payments.

**(2) AVAILABILITY**

This program is available to any Customer receiving service under any of the Company's residential rate Schedules and governmental entities meeting any one of the Application requirements.

**(3) APPLICATION REQUIREMENTS**

Definition of "Eligible Customer" - This program is available to residential Customers and governmental entities meeting any one of the following requirements:

1. Persons whose income is at or below one hundred and fifty (150%) percent of the poverty level as established by the Federal Government and who are sixty-five (65) years of age or older;
2. Persons who receive any one of the following:
  - a. Food stamps
  - b. Temporary Assistance for Needy Families (TANF)
3. Persons whose sole income consists of Social Security payments.
4. Governmental Entities providing vital services as determined by the Commission; the absence of which could result in imminent peril to public health, safety and welfare.
5. Persons certified by a physician as needing life-sustaining electrically operated equipment, or life-sustaining medical treatment that requires electricity, in order to live.

An Eligible Customer must re-certify every two years to continue participation in the program.

**(4) DEFERRED PAYMENT OPTION**

An Eligible Customer may pre-enroll in the Energy Emergency Deferred Billing Program through the filing of a completed application, certified by a Certifying Agency, which declares that the Customer fulfills the requirements for participation in this program. This enrollment form and certification must be renewed every two years. In the application, the Eligible Customer shall notify the Company of the number of months, not to exceed twelve, over which the Customer desires to have any deferred payments spread ("Number of Deferred Months") within the "Maximum Deferral Periods" guidelines as shown below.

In any period declared by the Louisiana Public Service Commission to be an Energy Emergency, the amount of an enrolled Eligible Customer's bill in excess of the Eligible Customer's bill for the same revenue months in the prior year ("Deferred Amount") unless such months were Energy Emergency months in the prior year. In such a case, a normal bill will be based on another historical year or determined upon other appropriate criteria. The Deferred Amount may be deferred and payable in equal monthly payments over the Number of Deferred Months chosen by the Eligible Customer or the Maximum Deferral Period based on the guidelines shown below. The Deferred Amount shall be represented by the following formula:

$$Y = X - Z$$

Where: Y = the Deferred Amount

X = the total of all Net Monthly Bills based on revenue months for the Energy Emergency Period

Z = the total of all Net Monthly Bills for the same period in the prior year (if not an Energy Emergency Period, See Above) based on revenue months ("Prior Period Net Monthly Bills")

Minimum Deferred Amount:

In no instance can the Deferred Amount be less than \$40. Any amount less than \$40 must be paid with the Eligible Customer's Net Amount Due.

Maximum Deferral Period:

The following guidelines will determine the maximum period over which a Customer may elect to have payments spread.

If the Deferred Amount is:	The Customer may spread the Deferred Amount over this number of months:
\$40.00 to \$75.00	1 to 3 Months
\$75.00 to \$150.00	1 to 6 Months
Over \$150.00	1 to 12 Months

The Net Amount Due from an Eligible Customer in the revenue month following an Energy Emergency shall be the current revenue month's Net Monthly Bill plus that portion of the Deferred Amount due based on the Number of Deferred Months. The unpaid portion of the Deferred Amount, calculated based on the Number of Deferred Months, shall be added to the Net Monthly Bill in subsequent revenue months until such time as the entire Deferred Amount is paid in full.

Where no Prior Period Net Monthly Bills exist, the Company shall estimate the amount for the Prior Period Net Monthly Bills based on appropriate factors such as typical bills and load shapes for Customers of similar size and characteristics.

The terms of this tariff shall remain in effect unless and until the Eligible Customer fails to make the required payments or the Customer becomes "ineligible" as defined in sections (5) and (6) below.

**(5) WITHDRAWAL**

Billing under this plan may be terminated upon written notification to Cleco Power LLC by either the Eligible Customer or a Certifying Agency that an Eligible Customer no longer desires to participate in the Program.

Ineligible Customers - A Customer is ineligible if any of the following applies:

1. If the Customer no longer fulfills the requirements for participation in the Program.
2. The Customer fails to renew eligibility according to the Application Requirements.
3. The Customer fails to pay according to the terms of this Energy Emergency Deferred Billing Rider.
4. The Customer's excess amount to be deferred is already covered by the Company's Credit Extension Agreement (CEA) Rider or Levelized Billing Plan (RLB) Rider. If such excess amount is covered by the CEA or RLB Rider, the CEA or RLB provisions must be terminated. Any balance resulting from termination owed to the Company must be paid before the provisions of this Rider will apply.

Upon termination of the program, any unpaid Deferred Amount shall become due. In the case of Customers who fail to pay according to the terms of this Energy Emergency Deferred Billing Rider or who deliberately falsify that they meet the Application Requirements will also be subject to the payment of penalties, interest, and other charges and subject to disconnection.

**(6) TERMS AND CONDITIONS**

Service furnished under this Schedule is subject to the Company's Standard Terms and Conditions for Electric Service and to all applicable Rider Schedules and adjustment clauses.