

**ENERGY GULF STATES, INC.**  
ELECTRIC SERVICE  
Louisiana  
  
SCHEDULE CM

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Section Title: Rate Schedules  
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Schedule Consists of: Three Pages

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## **PILOT CONJUNCTIVE METERING SERVICE**

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### **I. APPLICABILITY**

This rate is applicable under the regular terms and conditions of the Company, to any existing customer who meets the eligibility requirements set forth below.

Nothing in this Schedule shall obligate the Company to offer any customer or potential customer electric service on any basis other than the Company's standard tariff(s) otherwise applicable to the service being requested under this Schedule. Any dispute regarding service under this schedule will be resolved by the Louisiana Public Service Commission.

Service under this schedule shall not be resold or shared with others.

Service under this schedule is not applicable to leased lighting. Leased lighting service will be served under the appropriate schedules but can be included on the bill for service under this schedule.

The availability of service under this rate schedule will be limited to a maximum of 65 megawatts ("MW"), as based on the accumulation of the maximum metered demand at each delivery point on the Company's interconnected system taking service under this rate schedule ("Point of Delivery") within the twelve months prior to taking such service (the "Historical Maximum Demand").

### **II. ELIGIBILITY**

A Customer requesting service hereunder shall make written application to the Company with sufficient information to determine eligibility under the following criteria, which must be met only at the time of service commencement under this rate schedule:

1. Customer is classified as one of the following Standard Industrial Classification codes: 5311, 5331, 5411, 5812, 60, or 8211.
2. Customer must have at least five (5) Points of Delivery that will take service under this rate schedule, each with a Historical Maximum Demand of at least 30 kilowatts ("kW").
3. The sum of the Historical Maximum Demands for all Customer's Points of Delivery that will take service under this rate schedule must be at least 3,000 kW.
4. Each Point of Delivery must be owned or leased in its entirety by Customer or be part of a common franchisor.

### **III. METERING, BILLING DETERMINANTS AND CERTAIN CHARGES**

All service under this rate schedule shall be metered by automated electronic meters that can be accessed by telephone. Customer shall provide a dedicated telephone line for each meter. The cost of the meter shall be included in Customer's monthly charges. The costs of any other incremental additions or changes to Customer metering shall be paid by Customer.

Unless a minimum charge is applicable, the development of Customer's demand charges for a service period for Customer's Points of Delivery that take service under this rate schedule will require a three step process: (1) The maximum 30-minute demand for the service period shall be determined by summing the demands metered at each of the Points of Delivery in each 30-minute interval and selecting the highest summation for the service period (the "Conjunctive Maximum Demand"). (2) Each Point of Delivery's contribution to the Conjunctive Maximum Demand shall be the metered demand occurring at that Point of Delivery at the time of the Conjunctive Maximum Demand (the "Individual Demand"). (3) The applicable demand rate(s) shall be applied to each Point of Delivery's Individual Demand.

The Customer's energy charge for a service period for Customer's Points of Delivery that take service under this rate schedule shall be computed by application of applicable energy rate(s) to the total measured energy for the Points of Delivery during the service period.

#### **IV. PRICING**

A set of billing determinants will be developed for the Points of Delivery using representative historical annual data ("Historical Billing Determinants"). The Historical Billing Determinants will be based on metered data and the development of Customer's consumption units for demand on a coincident basis, consistent with the above description of billing determinants.

Pricing and rate structure shall be determined on a customer-specific basis such that application to the Historical Billing Determinants would produce non-fuel revenues that are equivalent to the level of non-fuel revenues produced under Customer's existing rate schedule(s). All existing facility charges at the Points of Delivery will continue under their present terms and conditions.

If, at any time during the period Customer takes service under this schedule, Company's non-fuel rates are changed, Customer's pricing and rate structure, as designed under the terms of this schedule, shall be adjusted to reflect such change. The adjustment shall be based on Historical Billing Determinants and shall be made such that non-fuel revenues are equivalent to the level of non-fuel revenues produced had Customer remained on the same rate schedule(s) under which service was taken at the time Customer commenced service under this rate schedule.

#### **V. AGREEMENT FOR ELECTRIC SERVICE**

Customer-specific rates and other terms and conditions necessary to implement service under this schedule will be documented in an Agreement for Electric Service ("AES"). Customer must sign the AES prior to taking service under this Schedule. Service under the AES will begin thirty (30) days after the execution of the AES, unless otherwise specified within the AES, provided that service commencement will be contingent on installation and operation of an automated electronic meter and a dedicated telephone line at each Point of Delivery that will take service under this rate schedule. The AES shall be filed with the Commission for informational purposes, along with supporting documentation and workpapers all under appropriate regulatory protective orders.

The contract period shall be as specified in Customer's AES, and shall not be less than a period of three (3) years. Following service for one year, Customer may terminate service under this schedule with thirty (30) days notice. If the Customer provides such notice of termination, service shall be provided to Customer for the remainder of the contract period under other Company rate schedules applicable to Customer. If the Customer terminates service, Customer may not elect to take service again under this rate schedule following termination.