

Rules and Regulations

DEFINITIONS OF TERMS

"**Consumer and Applicant**" are used interchangeably and mean a person or organization utilizing services or who wants to utilize services of **ENTEX**.

"**Company**" means **ENTEX**, its successors and assigns.

"**Cubic Foot of Gas**": The amount of gas necessary to fill a cubic foot of space when the gas is at a gauge pressure of 4 ounces above atmospheric pressure unless otherwise expressly provided by written contract or agreement.

"**Service Line**": The pipe and attached fittings which convey gas from Company's mains to the property line of Consumer's premises.

"**Yard Line**": When the meter measuring gas for delivery to Consumer is set on Consumer's property, the pipe and attached fittings between the property line and the meter. A Yard Line runs from Consumer's property line to, and including, the stopcock on the riser of the meter.

"**Consumer's Housepiping**": All pipe and attached fittings, on Consumer's side of the meter, that convey gas from the meter to connections for gas burning appliances.

"**Point of Delivery**": The point where the gas is measured for delivery into Consumer's Housepiping.

RULE 1. APPLICATIONS AND CONTRACTS FOR SERVICE

(a) Nothing in these Rules requires Company to serve any Applicants whom Company is not required by law to serve, but Company may serve such Applicants under a special contract or agreement between Company and such Applicants.

(b) For those whom Company is required by law to serve, no written application nor written contract for such service is necessary, but an application by telephone, in person, or in writing is necessary before service is given.

(c) Company may refuse to service Applicant while there remains owing an unpaid account for previous service to such Applicant.

(d) Consumers taking possession of premises provided with gas and using such gas before making application to Company shall be liable for and shall pay for all such gas used.

(e) Company's gas mains will be extended to serve Consumers located beyond existing mains in accordance with the requirements of Company's franchise, Company's main extension policy, or law, whichever is applicable.

Rules and Regulations

RULE 2. LIMITATION OF USE

All gas delivered to Consumer is for the sole use of said Consumer on Consumer's premises only, and shall not be redelivered or resold or the use thereof by others permitted unless otherwise expressly agreed to in writing by Company.

RULE 3. SERVICE CONNECTIONS

(a) SERVICE LINE:

For the connection of its distribution system to Consumer's premises, Company will install the Service Line. A Service Line may be used to supply a single building or a single group of buildings which may or may not be located on a single lot, such as a group of factory buildings, hospital buildings, or institutional buildings, all under one ownership or control. However, gas service supplied to Consumer for use on separate lots physically divided by other private or public property (including streets, alleys and other public ways) must be supplied through separate service lines and be separately metered and billed. More than one Service Line to supply a Consumer's premises may be constructed by agreement between Company and Consumer.

(b) YARD LINE:

The Yard Line is to be constructed by Company, for which Company will make a reasonable charge. Company has title to all Yard Lines and is responsible for their maintenance and repair.

(c) HOUSEPIPING:

The responsibility and expense for installation and maintenance of Consumer's Housepiping shall be Consumer's. At locations where the minimum size of Consumer's Housepiping is not specified by statute, ordinance, or governmental regulation, Company may establish the minimum size as a condition of supplying gas service. As a general rule, the minimum pipe size allowed shall be one inch (1") but larger sizes may be required for gas volumes and/or lengths of Consumer's Housepiping which are greater than average. Further details with reference to pipe sizes are available at the Company's offices.

RULE 4. INSTITUTION, DISCONTINUANCE, AND RECONNECTION OF SERVICE

(a) A charge may be made for instituting service to a Consumer receiving initial service or to a Consumer transferring service.

(b) Company may discontinue service to a Consumer for any of the following reasons:

- (1) Where an unsafe condition exists at any point on Consumer's Premises.
- (2) For use of gas in violation of Rule 2 hereof.

Rules and Regulations

- (3) In the event Consumer's premises are vacated.
- (4) In the event Company's representatives are refused access to such premises for any lawful purpose.
- (5) For failure or refusal of Consumer to pay amounts past due for gas service, to make or renew any deposits required, or to pay any other charges accruing under Consumer's application or contract for Company's service.
- (6) When Company's property on the Consumer's premises is tampered with, damaged, or destroyed.
- (7) For use of gas in violation of any law, ordinance, or regulation.
- (8) Where a fraudulent use of gas detected.

(c) When service has been discontinued, Company may refuse service until the cause for discontinuance has been removed.

(d) A reconnection-of-service charge may be made when service has been discontinued for any cause.

(e) When a bill is paid to a Company employee who has been dispatched to disconnect service as provided in subparagraph (b)(5) above, a collection charge may be made.

RULE 5. LOCATION OF METERS

All meters installed by Company on Consumer's premises shall, at Consumer's option, either be installed at the property line of Consumer's premises, or near Consumer's Housepiping inlet connection. The meter shall be so installed as to be accessible at all times for inspection, reading, and testing.

RULE 6. METER TESTS AND BILL ADJUSTMENTS WITH RESPECT TO INACCURATE METERS

(a) The Company follows the practice of periodically testing and repairing its meters in accordance with good operating practices. Where Consumer requests a special test, a deposit may be required to cover the cost of removing and testing the meter. If the results of a special meter test indicate that the meter is more than 3% fast, the deposit will be returned to Consumer. If the results of a special meter test indicate that the meter is more than 3% fast or 3% slow, Consumer's bill will be adjusted as follows:

- (1) If any gas meter is found to be more than 3% fast, Company shall credit or refund to Consumer the estimated excess paid by or billed to Consumer between the date of repair or removal of the faulty meter and the date such inaccuracy first occurred, if the latter date can be definitely fixed, or, if such date cannot be definitely fixed, the date one-half way back to the date of the last previous test; provided, however, no refund shall be made for a longer period than six months prior to the repair or removal of the faulty meter. No part of any minimum service charges shall be refunded.
- (2) If any gas meter is found to be more than 3% slow, Consumer shall pay the estimated additional amount due for gas used but not paid for, the amount to be paid to be determined as provided in the preceding paragraph for refunds to Consumers.

Rules and Regulations

(b) Meters Which Do Not Register: In the event a meter does not register, gas consumption shall be estimated using as a basis the best information available, including past records of consumption and weather data.

RULE 7. DEPOSITS FROM CONSUMERS TO GUARANTEE PAYMENT OF BILLS

Company may require from any applicant a security deposit to guarantee payment of all bills. Interest upon each deposit will be paid in accordance with applicable statutory provisions or governmental regulations.

RULE 8. RATE SCHEDULES

The charges for gas service made by Company are clearly set out in Company's rate schedules, copies of which are available for inspection in Company's offices. Where optional rates are available, Company does not assume responsibility for selecting the rate most advantageous to Consumer, but will, at the request of Consumer, assist Consumer in determining which rate may be most advantageous to Consumer based on information furnished by Consumer.

RULE 9. DISCONTINUANCE BY CONSUMER

A Consumer who wishes to discontinue the use of gas (provided he otherwise has the right to do so) must give notice of his intent to do so to Company at its nearest office. Consumer shall be obligated to pay for all service which is rendered by the Company (including applicable minimum charges therefor) prior to the time Company receives such notice.

RULE 10. RECORDS OF GAS SUPPLIED

Company shall keep accurate records of the amount of gas registered by its meters and such records shall be accepted at all times and in all places as prima facie evidence of the true amount of gas consumed.

RULE 11. ESCAPING GAS

Immediate notice must be given to Company by Consumer of any escaping gas on Consumer's premises. No flame shall be taken near the point where gas is escaping, and as an added precaution, the gas should immediately be shut off at the meter by Consumer. Company shall not be liable for any damage or loss caused by the escape of gas from Consumer's Housepiping or Consumer's appliances.

RULE 12. CURTAILMENT OF GAS SUPPLY

Company shall not be liable for any damage or loss caused by stoppage or curtailment of the gas supply.

Rules and Regulations

RULE 13. DAMAGE AND REPAIR TO AND TAMPERING WITH COMPANY'S FACILITIES

(a) Consumer shall immediately notify Company in the event of damage to Company's property on Consumer's premises.

(b) Consumer shall not permit anyone other than authorized employees of Company to adjust, repair, connect, or disconnect, or in any way tamper with the meter, lines, or any other equipment of Company used in serving Consumer's premises.

RULE 14. APPLICATION OF RULES AND REGULATIONS

(a) These General Rules and Regulations apply to Company's service to all of its Consumers and are cumulative of all provisions in each Consumer's application or contract for service.

(b) It is not intended that these General Rules and Regulations conflict with existing laws, ordinances, regulations, franchises, or valid contract agreements; where a conflict does exist it is understood that these General Rules and Regulations are subordinate.

(c) These General Rules and Regulations supersede those previously issued by Company.

(d) These General Rules and Regulations are subject to change at any time by Company upon filing such new Rules and Regulations with the appropriate authority, and 30 days after such filing the new Rules and Regulations so filed shall be effective.

RULE 15. DIRECT COST OF 1,000 CUBIC FEET (MCF) OF GAS

The term "Seller's Louisiana Division weighted average cost of gas" shall mean "the direct cost of 1,000 cubic feet (MCF) of gas" and shall be, as to gas delivered during a month, the weighted average cost per MCF for all gas which is purchased for resale to Company's residential, commercial and industrial Consumers under Company's rate schedules on file with the Louisiana Public Service Commission or under Company's gas sales contracts which include a definition of "Seller's Louisiana Division weighted average cost of gas." Such amount shall be adjusted for division average unaccounted for gas and applicable gross receipts taxes. If such an adjustment is provided for expressly by contract, such amount shall also be adjusted for the actual Btu content of the gas delivered to a particular customer during a billing month. Such actual average cost of gas may be estimated monthly and may be corrected in a subsequent month.