

CenterPoint Energy Resources Corp.

(Name of Utility Organization or Other Serving Agency)

**RULES & REGULATIONS FOR NATURAL GAS
SERVICE**

MISSISSIPPI DIVISION

(Rate Area to Which Schedule is Applicable)

DATE ISSUED October 20, 2017

DATE EFFECTIVE: November 19,
2017

TYPE UTILITY SERVICE **Gas**

(Electric, Gas, Telephone, Water, Sewer)

SCHEDULE CONSISTS OF 23 SHEETS

CLASS OF SERVICE **All Services**

(Residential, Commercial, Industrial, Rural)

RULES AND REGULATIONS FOR NATURAL GAS SERVICE

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Date Effective

Date Approved

Authority No. Docket No. _____

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Preface

These Rules and Regulations for Natural Gas Service are intended to define good practice and to provide uniform standards and policies for the rendering of natural gas service and, to the extent applicable by their provisions, to prescribe terms and conditions for natural gas service rendered or to be rendered by the Company. These Rules and Regulations for Natural Gas Service are to be read in conjunction with the Company's rates, tariffs, and Gas Facility Extension Policy on file with the Commission. Failure of the Company to insist on any one or more occasions upon the strict compliance with these Rules and Regulations for Natural Gas Service shall not constitute a permanent waiver or modification of these Rules and Regulations, but the Company at any time may insist upon strict compliance herewith regardless of any previous waivers or the Customer's reliance thereon.

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Rules and Regulations for Natural Gas Service

1. DEFINITIONS

- (a) "Consumer, Customer and Applicant" are used interchangeably and mean a person or organization utilizing services or who wants to utilize services of the Company.
- (b) "Commission" means the Mississippi Public Service Commission.
- (c) "Company" means CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Mississippi Gas, its successors and assigns.
- (d) "Cubic Foot of Gas": Unless otherwise expressly provided by rate schedule or written contract (or agreement), the amount of gas necessary to fill a cubic foot of space when the gas is at a gauge pressure of four (4) ounces above atmospheric pressure and/or in the event that the gas delivered to the Consumer is measured at a pressure in excess of four (4) ounces per square inch gauge, the measurement of gas shall be on the same basis as that outlined in the rate schedules for Large Volume Natural Gas Service.
- (e) "Service Line": The pipe and attached fittings which carry gas from Company's mains to the Consumer's meter.
- (f) "Consumer's Housepiping": All pipe and attached fittings useful in connection with the conveyance of gas from the outlet side of the meter to the Consumer's connection for gas appliances.
- (g) "Point of Delivery": The point where the gas is measured for delivery into the Consumer's Housepiping, unless otherwise specified in the Consumer's agreement for gas service.

2. APPLICATION OF RULES

- (a) Unless otherwise expressly stated, these rules apply to all Consumers regardless of classification, except insofar as they are changed by or are in conflict with any statute of the State of Mississippi; valid municipal ordinance; valid final order of any court, or of the Commission or of other regulatory authority; rate, tariff, rider, Gas Facility Extension Policy on file with the Commission; or written contract executed by the Company; in which case such statute, ordinance, order, rate, tariff, Gas Facility Extension Policy, or contract shall control to the extent that it is applicable to the Consumer(s) in question. Whenever possible, these rules shall be construed harmoniously with such laws, contracts, ordinances, rate, tariff, Gas Facility Extension Policy, and orders.
- (b) The use of gas service shall constitute an agreement by the Consumer to utilize such service in accordance with the applicable rules of the Company as set forth herein.

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- (c) These rules, and all subsequently enacted rules, may be abrogated, modified, or added to in whole or in part, by the Company and such rules as abrogated, modified, or added to, shall become effective when filed with the Commission or with another appropriate regulatory authority.
- (d) These Rules and Regulations supercede those previously issued by the Company.

3. CLASSIFICATION FOR RATE AND CONTRACT PURPOSES

The Company provides service to Consumers pursuant to rate schedules, tariffs, riders, Gas Facility Extension Policy, and contracts on file with the Commission. Classifications of service take into account the nature of the use, the guaranty, and quality used, the time when used, the purpose for which used, and other reasonable considerations. Service classifications include, but are not limited to Residential, Commercial, Large Volume, Transportation, Multi-Unit High Rise Condominium, Gas Light, and Excess Facility, all as provided for in the Company's applicable rate schedules. Service by Company to Consumers receiving service classified as Residential and Commercial is available without a written contract between the Consumer and the Company at the standard rates and charges applicable to such Consumers from time to time. In the case of existing Consumers, the maximum gas usage during any one day shall be obtained from records of the Company, except in cases where the existing Consumer will be purchasing increased volumes of gas from the Company because of expansions or for any other reason, in which event the Company may estimate usage by such Consumer. Also in the case of new Consumers, the Company may estimate usage by the Consumer. Any such estimates made by the Company shall be binding on the Consumer in determining service classification and whether or not a contract is required. The Company's obligation to provide service to any Consumer is contingent upon Company's determination that there will be an adequate supply of gas to serve such Consumer, and that existing facilities are of adequate capacity and suitable pressure. The obligation to provide service shall also be consistent with the Company's Curtailment Program and Gas Facility Extension Policy on file with the Commission. Nothing in these Rules and Regulations requires the Company to serve any applicant whom the Company is not required by law to serve, but the Company may serve such applicants under a special contract or agreement between the Company and such applicants.

4. LIMITATION OF USE

All gas delivered through the Company's meters is for use only at the point of delivery and shall not be redelivered or resold to others without the Company's written consent or pursuant to the Company's rates, riders, or policies on File with the Commission.

5. INSTITUTION AND RESTORATION OF SERVICE, AND SERVICE CONNECTIONS

- (a) A charge may be made for instituting service or restoring service to a Consumer in accordance with the Schedule or Miscellaneous Service Charges filed with the Commission or other appropriate regulatory authorities.

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- (b) Tap Charge: Unless otherwise prohibited by applicable ordinance or rule, Company may impose a reasonable charge for the connection of a new Consumer to its distribution mains. The service areas where a tap charge is to be collected and the amount and conditions under which such charge will be imposed are set out in the Schedule of Miscellaneous Service Charges filed with the Commission or other appropriate regulatory authorities.
- (c) Service Line: Company shall install and maintain all service lines consistent with its Gas Facility Extension Policy on file with the Commission. A service line may be used to supply a single building or 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 the Consumer for use on separate lots physically divided by other private or public property (including public streets, roads, 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 the Company and the Consumer.
- (d) Housepiping: Consumer shall be responsible for installing and maintaining Consumer's housepiping. Company may refuse service to any Consumer whose housepiping is inadequate or unsafe, but the Company shall have no responsibility for determining whether or not the Consumer has complied with applicable safety codes, inspecting the Consumer's housepiping or in any way establishing or enforcing housepiping specifications. Information relating to piping may be obtained at the Company's local offices.
- (e) Gas Main Extensions: The Company shall extend its gas mains to provide new or additional service as set out in the Company's Gas Facility Extension Policy on file with the Commission, and as set out in any other applicable rate, rider, or policies on file with the Commission.
- (f) Changes in Gas System: When requested by Customers or others to make changes in the Company's gas system in order to facilitate construction work or for other purposes solely for the convenience of Customers or others, and such changes are not described in rates, and charges filed with the Commission, then the Company will make such changes only under a mutually satisfactory agreement and when payment, if required, has been made to the Company for its estimate of the cost therefor.

6. ADDITIONAL CHARGES RELATING TO GAS SERVICE

Charges for services other than delivering natural gas may be made in accordance with the Schedule of Miscellaneous Service Charges filed with the Commission or other appropriate regulatory authorities.

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7. APPLICATION FOR SERVICE

Where no written contract for service is necessary, an application by telephone, in person, in writing, or by on-line application, may be made to request initiation of service. Upon request, the Consumer shall provide information necessary for purposes of rate classification, billing, and determining whether a deposit will be required. Consumers taking possession of premises provided with gas and using such gas before making application to the Company shall be liable for and shall pay for all such gas used, except where a written agreement for temporary service exists for such premises with the apartment complex owner.

8. REFUSAL TO INSTITUTE SERVICE AND TERMINATION OF SERVICE

- (a) Refusal of Service.
 - (1) Compliance by Applicant. The Company may decline to serve an applicant for whom service is available from previously installed facilities until such applicant has complied with the state and municipal rules, regulations or laws, and with approved rules and regulations of the Company on file with the Commission or other appropriate regulatory authority governing the service applied for, or for the following reasons:
 - (A) the applicant's installation or equipment, in the Company's judgment, is regarded to be hazardous or of such character that satisfactory service cannot be given (this rule shall not be construed as imposing any duty upon the Company to determine the safety or suitability of a Consumer's installation of equipment for the use intended);
 - (B) the applicant is indebted to any company for the same kind of service as that applied for; provided, however, that in the event the indebtedness of the applicant for service is in dispute, the applicant shall be served upon complying with the applicable deposit requirements, including, but not limited to, making a special deposit in an amount equal to the net balance in dispute. Upon settlement of a disputed amount, the balance if any, of such special deposit due the applicant shall be promptly repaid;
 - (C) the applicant refuses to make a deposit if applicant is required to make a deposit under these rules;
 - (D) where an unsafe condition, in the Company's judgment, exists at any point on the Consumer's premises;
 - (E) for use of gas in violation of the Company's rules;
 - (F) in the event the Company's representatives are refused access to such premises for any lawful purpose;
 - (G) when Company's property on the Consumer's premises is tampered with, damaged, or destroyed;

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(H) the Company, in its judgment, does not have adequate facilities to render the service applied for, or the desired service is of such a character that it is likely to affect unfavorably the service to other customers; provided if the Company is otherwise obligated to serve the applicant, the Company shall do so as soon as it may reasonably provide the required facilities.

(2) Applicant's Recourse. In the event that the Company shall refuse to serve an applicant under the provisions of these rules, the Company shall inform the applicant of the basis of its refusal and that the applicant may file a complaint with the appropriate regulatory authority thereon.

(3) Insufficient Grounds for Refusal to Serve. The following shall not constitute sufficient cause for refusal of service to a present residential or commercial customer or applicant:

- (A) delinquency in payment for service by a previous occupant (not of the same household as the present applicant) of the premises to be served;
- (B) failure to pay for merchandise or charges for non-utility service purchased from the Company;
- (C) failure to pay for a different type or class of public utility service unless the fee for such service is included on the same bill;
- (D) violation of the Company's rules pertaining to the operation of nonstandard equipment of unauthorized attachments which interfere with the service of others, unless the customer has first been notified and been afforded reasonable opportunity to comply with these rules, provided, however, that where a dangerous condition exists on a Consumer's premises, service may be refused or discontinued without notice;

(b) Discontinuance of Service.

(1) Bills are due and payable when rendered; the bill shall be past due not less than 20 days after issuance or such other period of time as may be provided the Company's rate schedule or by order of the Commission. A bill for utility service is delinquent if unpaid by the due date.

(2) The Company may offer an inducement for prompt payment of bills by allowing a discount in the amount of the lesser of (i) 10% of the net monthly bill or (ii) \$5.00, for payment within 20 days of their issuance. In the event of any inconsistency between these Rules and Regulations and the applicable rate tariff, the rate tariff shall control.

(3) A Consumer's utility service may be disconnected if the bill has not been paid or a suitable written arrangement for payment in installments entered into within (5) working days after the bill has become delinquent and if proper notice has been given. Proper notice shall consist of a mailing by U.S. mail, postage prepaid, or a hand delivery, at least five (5) working days prior to a stated date of disconnection. Said notice may include:

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- (A) the words "Disconnect Notice" or similar language prominently displayed;
 - (B) the reason service is to be terminated;
 - (C) what customer must do to prevent termination; and
 - (D) in the case of a past-due bill, the amount past due and the hours, address, and telephone number where payment may be made.
- (4) Utility service may be disconnected for any of the following reasons:
- (A) failure to pay a delinquent account or failure to comply with the terms of a written agreement for installment payment of a delinquent account;
 - (B) violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation;
 - (C) failure to comply with deposit or guarantee arrangements where required by these Rules and Regulations;
 - (D) without notice where a known dangerous condition exists for as long as the condition exists;
 - (E) tampering with the Company's meter or equipment or bypassing the same;
 - (F) for use of gas or service in violation of Company's rules, including, but not limited to, fraudulent, careless, or negligent use of the gas or service;
 - (G) in the event the Consumer's premises are vacated;
 - (H) in the event the Company's representatives are refused access to such premises for any lawful purpose;
 - (I) when the Company's property on the Consumer's premises is tampered with, damaged or destroyed;
 - (J) for use of gas in violation of any law, ordinance or regulation;
 - (K) for fraudulent misrepresentation in relation to the consumption of gas or any other fraud practiced

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by the Consumer, with regard to the matters referred to in these rules or the Consumer's contract.

- (5) Utility service may not be disconnected for any of the following reasons:
 - (A) delinquency in payment for service by a previous occupant (not of the same household as the present applicant) of the premises;
 - (B) failure to pay for merchandise or charges for non-utility service purchased from the Company;
 - (C) failure to pay for a different type or class of utility service unless the fee for such service is included on the same bill;
 - (D) failure to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due; and
- (6) The Company shall not discontinue service to a delinquent residential Consumer permanently residing in an individually metered dwelling unit when that Consumer establishes that discontinuance of service will result in some person residing at that residence becoming seriously or more seriously ill if service is discontinued. Any customer seeking to avoid termination of service under this provision must make a written request to the Company supported by a written statement from a licensed physician. Both the request and the statement must be received by the Company within five (5) working days of the issuance of the utility bill. Except for a "medical emergency" under subparagraph (7) infra, the prohibition against service termination as provided herein shall last twenty (20) days from the date of receipt by the Company of the request and statement or such lesser period as may be agreed upon by the Company and the customer. The customer who makes such request shall sign an installment agreement which provides for payment of such service along with timely payments for subsequent monthly billings.
- (7) For the months of December, January, February and March of each year, residential Consumers who are unable to pay the full amount of their utility bill because of extreme financial difficulty may qualify for mid-winter rule which prohibits disconnection of service in those cases where the Consumer has complied with the following:

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- (A) The Consumer shall inform the Company of the Consumer's inability to pay the utility bill in full due to extreme financial difficulty and shall, prior to the cutoff time provided in the notice of cutoff (if such notice has been given), deliver to the local office of the Company a copy of the most recent bill along with a signed statement by the Consumer clearly identifying the service location involved and certifying the existence of the extreme financial difficulty claimed.
- (B) Upon receipt of the above, the Company shall not disconnect the Consumer's service during the months of December, January, February and March if the Consumer agrees to the following extended payment plan:
 - (i) First, the Consumer shall pay the Company in full all amounts due on bills rendered to Consumer prior to November 11th.
 - (ii) Second, the Company shall determine the monthly amount the Consumer would pay for utility service under the Company's level payment plan as provided for in the Company's filed tariff or by adding the amounts charged to that Consumer for utility service for the previous twelve (12) months and dividing the sum by twelve (12). If the Consumer has not received service from the Company for a sufficient period of time to determine a level payment amount for that specific Consumer, the Company will use a level payment amount for an average residential customer in the same geographical location.
 - (iii) Third, the Consumer shall enter into a special payment plan, the first payment of which will be due upon execution of the plan, under which the Consumer shall pay the utility a sum equal to 133% of the levelized billing amount for the Consumer until such time as all amounts due the Company for previous utility service have been paid and the Consumer is current in his utility bill. Thereafter, at the option of the Company, the Consumer may be required to participate in the Company's level payment plan and shall pay the Company each month, the levelized billing amount applicable to that particular Consumer.
- (C) Should the Consumer enter into an agreement with the Company as set forth above and fail to abide by the terms of that agreement, the Company shall have the right to terminate service to the Consumer after giving at least five (5) days written notice to the Consumer. Provided, however, a Consumer's service shall not be terminated under circumstances during the months of December, January, February or March if the Consumer has provided the utility with a written statement signed by a licensed physician certifying that the discontinuance of domestic heating service to the Consumer would create a medical emergency for the Consumer or any member of the Consumer's household.

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- (D) Any Consumer claiming the benefit of the "medical emergency" exception to this subparagraph shall not have service terminated following the expiration of the midwinter period if, by April 1st following the mid-winter period the Consumer agrees to pay, and does pay, to the Company a sum equal to 133% of the levelized billing amount provided for above from and after April 1st and until such time as all amounts due the Company for previous utility service have been paid and the Consumer is current in his utility bill.
- (E) Any Consumer claiming the privilege of this rule may be required to sign a waiver permitting the Company to obtain income or benefit information from any public or private agency or from any private employer. The Company shall not divulge this information to any person or entity other than the Consumer or the Commission without the consent of the Consumer.
- (F) Notwithstanding any other provision of this rule to the contrary, a Consumer shall not be allowed to carry forward any unpaid balance due under the provisions of this plan beyond December 1st of the following winter season.
- (G) Nothing herein shall prevent the Company and the Consumer from agreeing on a different payment plan more acceptable to the Consumer than the plan set forth above.

9. LOCATION OF METERS

Wherever practical, all new meter installations shall be installed near the building in which the Consumer's gas appliances are located. All meters shall be accessible at all times for inspection, reading, and change out for testing. Whenever the Company shall permanently discontinue the delivery of gas to any of the Consumer's premises, it shall have the right at any reasonable time thereafter to enter upon the premises and remove therefrom its meter, and any other of its equipment there located.

10. METER TESTS AND BILL ADJUSTMENTS WITH RESPECT TO METER ACCURACY

- (a) Meter Requirements.
 - (1) Use of meter. All gas sold by the Company shall be charged for by meter measurements, except where otherwise provided for by applicable law, regulation of the Commission or tariff.
 - (2) Installation by Company. Unless otherwise authorized by the Commission, the Company shall provide and install and will continue to own and maintain all meters necessary for measurement of gas delivered to its customers.

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(3) Standard type. The Company shall not furnish, set up, or put in use any meter which is not reliable and of a standard type which meets generally accepted industry standards; provided, however, special meters not necessarily conforming to such standard types may be used for investigation, testing, or experimental purposes.

(b) Meter Records. The Company shall keep the following records:

- (1) Meter equipment records. The Company shall keep a record of all its meters, showing the Consumer's address and date of the last test.
- (2) Records of meter tests. All meter tests must be properly referenced to the meter record provided for therein. The record of each test made on request of a Consumer shall show the identifying number and constants of the meter, the standard meter and other measuring devices used, the date and kind of test made, by whom made, the error (or percentage of accuracy) at each load tested, and sufficient data to permit verification of all calculations.

(c) Meter Readings.

- (1) Meter unit location. In general, each meter must indicate clearly the units of service for which charge is made to the Consumer.

(d) Meter Tests on Request of Customer.

- (1) The Company shall, upon request of a customer, make a test of the accuracy of the meter serving that customer. The Company shall inform the customer of the time and place of the test, and permit the customer or his authorized representative to be present if the customer so desires. The Company may charge a fee for the test, in the amount set forth in the Company's Schedule of Miscellaneous Service Charges, or such other fee for the testing of meters as may be set forth in the Company's tariff properly on file with the regulatory authority. The customer must be properly informed of the result of any test on a meter that serves him.
- (2) Notwithstanding Paragraph (1), above, if the meter is found to be more than nominally defective, to the customer's disadvantage, any fee charged for a meter test must be refunded to the customer. More than nominally defective means a deviation of more than 2% from accurate registration.
- (3) If any meter test requested by a customer reveals a meter to be more than nominally defective through no fault of the Consumer, the Company shall correct previous readings consistent with the inaccuracy found in the meter for the period of either

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- (i) the last six months, or
- (ii) the last test of the meter, whichever is shorter. Any resulting underbillings or overbillings are to be corrected in subsequent bills, unless service is terminated, in which event a monetary adjustment is to be made. This requirement for a correction may be foregone by the Company if the error is to the Company's disadvantage.
- (4) If a meter is found not to register for any period of time, gas consumption shall be estimated and the Company may make a charge for units used but not metered. The determination of amounts used but not metered is to be based on consumption during other like periods by the same customer at the same location when available, and on consumption under similar conditions at the same location or of other similarly situated customers when not available.
- (5) Nothing stated in this section shall apply to overbillings or underbillings not caused by defects in the mechanical operations of any meter.
- (e) Meter Exchange.
 - (1) The Company follows the practice of testing and repairing its meters on periodic schedules in accordance with good operating practice. The "periodic meter test interval" is based on the results of accuracy tests of its meters randomly sampled of varying ages. The period of presumed accuracy is the period during which not less than 70% of the randomly sampled meters exhibit accuracy in the range of 2% fast to 2% slow.

11. DEPOSITS FROM CONSUMERS TO GUARANTEE PAYMENTS OF BILLS

- (a) Establishment of Credit for Residential Applicants.
 - (1) The Company 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. Subject to these rules, a residential applicant shall not be required to make 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 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; or

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- (B) if the residential applicant demonstrates a satisfactory credit rating by appropriate means, including but not limited to, the production of letters of credit reference or the names of credit references which may be quickly and inexpensively contacted by the utility or
- (b) Reestablishment of Credit. Every applicant who has previously been a customer of the Company and whose service has been discontinued for nonpayment of bills shall be required before service is rendered to pay all his amounts due the Company or execute a written deferred payment agreement, if offered, and reestablish credit as provided herein.
- (c) Amount of Deposit and Interest for Residential Service and Exemption from Deposit.
 - (1) The required residential deposit shall not exceed an amount equivalent to a single estimated average residential bill for January usage (rounded downward to the nearest \$1.00).
 - (2) Special Consumer Classification. Upon request, the Company shall refund the Cash Deposit collected from a residential customer or waive any requirement of Cash Deposit from a residential consumer when such person meets the following specific criteria:
 - (A) Presents satisfactory proof that his or her age is sixty (60) years or more. A birth certificate shall be considered satisfactory proof of age.
 - (B) Indicates that he or she is a primary user of the utility service and subscribed for such service in his or her own name.
 - (C) Affirms responsibility for the payment of bills for the Company.
 - (D) Has demonstrated a reasonable payment pattern by having had no balance carried forward from one month's bill to the next during the prior twelve month period. In the event that such deposit has been refunded or waived and the Consumer's payment pattern changes from the foregoing to one of greater frequency of past due bills or bills with prior balances, consumers will be required to restore the deposit so refunded or waived plus any additional amount required to guarantee payment up to the limits set forth in Section II.(c)(1) above;
 - (3) A customer or applicant that has been determined to be a victim of domestic violence as defined in Miss. Code Ann. § 93-21-101 (2014), shall be exempt from the initial deposit requirements for new accounts at existing service locations. The determination shall be evidenced by submission of a certification letter, on the letterhead of the certifying agency or accompanied by a letter on agency letterhead identifying the certifying individual. The certification letter expires after ninety (90) days. The certification letter and the contents thereof shall be deemed and handled in a confidential manner.

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- (4) The Company shall pay a minimum interest on such deposits according to the rate as established by the Commission; provided, if refund of deposit is made within thirty days of receipt of deposit, no interest payment shall be made. If the Company retains the deposit more than thirty days, payment of interest shall be made retroactive to the date of deposit.
 - (A) All accrued interest held by the Company shall be paid by cash or check or credited to the Consumer's account on or before July 1st of each successive third year during which service is connected, or at the time the deposit is returned or 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.
- (d) For commercial and large volume customers, Company may require a deposit to guarantee the payment of any Company bills due or which may become due from the applicant and safe return of all property belonging to the Company. The amount of any deposit, where required, shall be in an amount sufficient to protect Company but shall not exceed the amount of the estimated highest two (2) months' billing. Interest shall be paid at the rate established by the Commission.
- (e) Deposits for Temporary or Seasonal Service and for Weekend or Seasonal Residences. The Company may require a deposit sufficient to reasonably protect it against the assumed risk, provided, such a policy is applied in a uniform and nondiscriminatory manner.
- (f) Records of deposits. The Company shall keep records to show:
 - (1) the name and address or account number of each depositor;
 - (2) the amount and date of the deposit; and
 - (3) each transaction concerning the deposit.
- (g) Additional Deposit. A new or additional deposit may be required upon reasonable written notice of the need for such a requirement in any case where a deposit has been refunded or is found to be inadequate by the Company, or where a customer's credit standing is not satisfactory to the Company. The service of any customer who fails to comply with these requirements may be discontinued upon reasonable notice.
- (h) Refund of deposit. If service is not connected or after disconnection of service, the Company 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. The transfer of service from one premise to another within the service area of the Company shall not be deemed a disconnection within the meaning of these rules, and no additional deposit may be demanded unless permitted by these rules.

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- (i) Upon Sale or Transfer of Company. Upon the sale or transfer of the Company or operating units thereof, the Company shall file with the Commission under oath, in addition to other information, a list showing the names and addresses of all customers served by the Company or unit who have to their credit a deposit, the date such deposit was made, the amount thereof, and the unpaid interest thereon.
- (j) Complaint by Applicant or Customer. The Company shall direct its personnel engaged in initial contact with an applicant or customer for service seeking to establish or re-establish credit under the provisions of these rules to inform the customer, if dissatisfaction is expressed with the Company decision, of the customer's right to file a complaint with the regulatory authority thereon.

12. TARIFFS, RIDERS, AND GAS FACILITY EXTENSION POLICY

The charges for gas service made by Company are clearly set out in Company's rate schedules, tariffs, riders, and Gas Facility Extension Policy, 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.

13. 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.

14. 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.

15. 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. Company shall not be liable for any damage or loss caused by the escape of gas from Consumer's housepiping or Consumer's appliances.

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16. DAMAGE AND REPAIR TO AND TAMPERING WITH COMPANY'S FACILITIES

Consumer shall immediately notify Company in the event of damage to the Company's property on Consumer's premises. Consumer shall not permit anyone other than authorized employee 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.

17. ACCESS TO PREMISES

The Company's representatives shall have the right at all reasonable hours to enter upon the premises and property of Consumer to read the meter; and to remove, to inspect, or to make necessary repairs and adjustments to, or replacements of, service lines, meter loop, and any property of the Company located thereon, and for any other purpose connected with Company's operation. The Company's representatives shall have the right at all times to enter upon the premises and property of Consumer in emergencies pertaining to Company's service. All dogs and other animals which might hinder the performance of such operations on the Consumer's property shall be kept away from such operations by the Consumer upon notice by the Company representatives of their intention to enter upon the Consumer's premises.

18. NON-LIABILITY

- (a) The Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by the Company's negligence arising out of or incident to the furnishing of gas to any Consumer.
- (b) Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the point of delivery other than damage caused by the fault of the Company in the manner of installation of the service lines, in the manner in which such service lines are repaired by the Company, and in the negligence of the Company in maintaining its meter loop. All other risks after the gas left the point of delivery shall be assumed by the Consumer, his agents, servants, employees, or other persons.
- (c) The Company agrees to use reasonable diligence in rendering continuous gas service to all Consumers, but the Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such service.
- (d) Company shall not be liable for any damage or loss caused by stoppage or curtailment of the gas supply pursuant to order of a governmental agency having jurisdiction over Company or Company's suppliers, or caused by an event of force majeure. The term "force majeure" as employed herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, either federal or state, civil or military, civil disturbances, explosions; breakage or accident to machinery or lines of pipe; freezing of

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wells or lines or pipe, shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; and any other causes, whether of the kind herein enumerated or otherwise.

19. TEMPORARY INTERRUPTION OF SERVICE

- (a) The Company shall make all reasonable efforts to prevent interruptions of service. When interruptions occur, the Company shall reestablish service within the shortest reasonable time consistent with prudent operating principles so that the smallest number of customers are affected.
- (b) The Company shall make reasonable provisions to meet emergencies resulting from failure of service, and shall issue instructions to its employees covering procedures to be followed in the event of an emergency in order to prevent or mitigate interruption or impairment of service.
- (c) In the event of national emergency or local disaster resulting in disruption of normal service, the Company may, in the public interest, interrupt service to other customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.
- (d) To the extent that any provision hereunder is inconsistent with any curtailment plan lawfully filed by the Company with the Commission, or any tariff, such plan or tariff shall control.

20. WAIVER OF RULES

No agent or representative of the Company is authorized to add to, alter, waive, or otherwise change any of the foregoing rules except by an officer in the Company.

21. BILLING

- (a) Bills for gas service shall be rendered monthly, unless otherwise authorized or unless service is rendered for a period less than a month. Bills shall be rendered as promptly as possible following the reading of meters.
- (b) The customer's bill must show all the following information:
 - (1) If the meter is read by the Company, the date and reading of the meter at the beginning and end of the period for which rendered;
 - (2) The number and kind of units billed;

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- (3) The applicable rate schedule title or code;
 - (4) The total base bill;
 - (5) The total of any adjustments to the base bill and the amount of adjustments per billing unit;
 - (6) The date by which the customer must pay the bill in order to receive a prompt payment discount;
 - (7) The total amount due without the prompt payment discount; and
 - (8) A distinct marking to identify an estimated bill. The information required above shall be arranged and displayed in such a manner as to allow the customer to compute his bill with the applicable rate schedule. The Company may exhaust its stock of non-conforming bill forms existing on the effective date hereof before compliance is required with this section.
- (c) Where there is a good reason for doing so, estimated bills may be submitted provided that an actual meter reading is taken at least every six months. For the second consecutive month in which 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 otherwise, the Company shall provide the customer with a postcard and request that the customer read the meter and return the card to the utility if the meter is of a type that can be read by the customer without significant inconvenience or special tools or equipment. If such a postcard is not received by the Company in time for billing, the Company may estimate the meter reading and render the bill accordingly.
- (d) Disputed bills.
- (1) In the event of a dispute between the customer and the Company regarding the bill, the Company shall forthwith make such investigation as is required by the particular case and report the results thereof to the customer. If the customer wishes to obtain the benefit of subsection (2) hereunder, notification of the dispute must be given to the Company prior to the date the bill becomes delinquent. In the event the dispute is not resolved, the Company shall inform the customer of the complaint procedures of the appropriate regulatory authority.
 - (2) Notwithstanding any other provisions of these rules and regulations, the customer shall not be required to pay the disputed portion of the bill which exceeds the amount of that customer's average usage for the billing period at current rates until the earlier of the following: (1) resolution of the dispute; or (2) the expiration of the sixty (60) day period beginning on the day the disputed bill is issued. For purposes of this section only, the customer's average usage for the billing period shall be the average of the customer's usage for the same billing period during the preceding two (2) years. Where no previous usage history

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exists, the average usage shall be estimated on the basis of usage levels of similar customers and under similar conditions.

22. NEW CONSTRUCTION

- (a) **Standards of Construction.** The Company shall construct, install, operate, and maintain its plant, structures, equipment, and lines in accordance with the provisions of such codes and standards as are generally accepted by the industry, as modified by the Company's Gas Facility Extension Policy on file with the Commission, or by rule or regulation of the Commission, or otherwise by law, and in such manner to best accommodate the public and to prevent interference with service furnished by other public utilities insofar as practical.

23. CUSTOMER RELATIONS

- (a) **Information to Customers.** The Company shall:
 - (1) Maintain a current set of maps showing the physical location of its facilities. All distribution facilities shall be labeled to indicate the size or any pertinent information which will accurately describe the utility's facilities. These maps, or such other maps as may be required by the Commission, shall be kept by the Company in a central location and will be available for inspection by the regulatory authority during normal working hours. Each business office or service center shall reasonably seek to have available up-to-date maps, plans, or records of its immediate area, with such other information as may be necessary to enable the utility to advise applicants and others entitled to the information as to the facilities available for serving that locality;
 - (2) In compliance with applicable law or regulations, use due diligence to notify customers affected by a change in rates or schedule or classification that would substantially affect the efficiency of the services or equipment which may be used by the customers;
 - (3) Furnish such additional information on rates and services as the customer may reasonably request, and assist the customer in obtaining the rate which is most advantageous for his requirements for service; and
 - (4) Upon request, inform its customers as to the method of reading meters.
- (b) **Customer Complaints.** Upon complaint to the Company by residential or small commercial customers either at its office, by letter, or by telephone, the Company shall promptly make a suitable investigation and advise the complainant of the results thereof.
- (c) **Company Response.** Upon receipt of a complaint, either by letter or by telephone, from the Commission on behalf of a customer, the Company shall make a suitable investigation and advise the Commission and complainant of the

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results thereof. Initial response shall be made within a reasonable time. The Commission encourages all customer complaints to be made in writing to assist the regulatory authority in maintaining records of the quality of service of the Company.

- (d) Deferred Payment Plan. The Company may, but is not required to, offer a written deferred payment plan for delinquent residential accounts. If such a plan is offered, it shall conform to the following guidelines:
 - (1) Every deferred payment plan entered into due to the customer's inability to pay the outstanding bill in full must 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.
 - (2) For purposes of determining reasonableness under these rules the following shall be considered: size of delinquent account; customer's ability to pay; customer's payment history; time that the debt has been outstanding; reasons why debt has been outstanding; and other relevant factors concerning the circumstances of the customer.
 - (3) If a customer of utility service has not fulfilled terms of a deferred payment agreement or refuses to sign the same, the Company shall have the right to disconnect pursuant to disconnection rules herein and, under such circumstance, it shall not be required to offer a subsequent negotiation of a deferred payment plan prior to disconnection.
 - (4) If the Company institutes a deferred payment plan it shall not refuse a customer participation in such a program on basis of race, color, creed, sex, or marital status.