

**CENTERPOINT ENERGY RESOURCES CORP.  
D/B/A CENTERPOINT ENERGY ENTEX  
AND CENTERPOINT ENERGY TEXAS GAS  
SOUTH TEXAS DIVISION  
RATE SHEET  
RESIDENTIAL SERVICE  
RATE SCHEDULE NO. R-2097-I**

**APPLICATION OF SCHEDULE**

This schedule is applicable to any customer in an incorporated area excluding a city that has ceded jurisdiction to the Commission in the South Texas Division to whom service is supplied in a single private dwelling unit and its appurtenances, the major use of which is for household appliances, and for the personal comfort and convenience of those residing therein.

Natural gas supplied hereunder is for the individual use of the customer at one point of delivery and shall not be resold or shared with others.

**MONTHLY RATE**

For bills rendered on and after the effective date of this rate schedule, the monthly rate for each customer receiving service under this rate schedule shall be the sum of the following:

(a) The Base Rate consisting of:

(1) Customer Charge – \$26.00

(2) Commodity Charge --

For customers billed at a 14.65 Pressure Base:

All Ccf @ 14.65 \$0.14417

For customers billed at a 14.95 Pressure Base:

All Ccf @ 14.95 \$0.14712

(b) Tax Adjustment – The Tax Adjustment will be calculated and adjusted periodically as defined in the Company's applicable Tax Adjustment Rate Schedule and Franchise Fee Adjustment Rate Schedule.

(c) Gas Cost Adjustment – The applicable Purchased Gas Adjustment (PGA) Rate – as calculated on a per Ccf basis and adjusted periodically under the applicable Purchased Gas Adjustment (PGA) Rate Schedule – for all gas used.

(d) Rate Case Expense Recovery - Rate Case Expense Recovery will be calculated and adjusted periodically as defined in the Company's applicable Rate Case Expense Recovery Rate Schedule.

(e) Hurricane Surcharge – Hurricane Surcharge will be calculated and adjusted periodically as defined in the Company's applicable Hurricane Surcharge Rate Schedule.

**PAYMENT**

Due date of the bill for service shall not be less than 15 days after issuance or such other period of time as may be provided by order of the regulatory authority. A bill for utility service is delinquent if unpaid by the due date.

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**RULES AND REGULATIONS**

Service under this schedule shall be furnished in accordance with the Company's General Rules and Regulations, as such rules may be amended from time to time. A copy of the Company's General Rules and Regulations may be obtained from Company's office located at 1111 Louisiana Street, Houston, Texas.

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RATE SHEET  
RESIDENTIAL SERVICE  
RATE SCHEDULE NO. R -2097-U**

**APPLICATION OF SCHEDULE**

This schedule is applicable to any customer in an unincorporated area or city that has ceded jurisdiction to the Commission in the South Texas Division to whom service is supplied in a single private dwelling unit and its appurtenances, the major use of which is for household appliances, and for the personal comfort and convenience of those residing therein. The cities that have ceded jurisdiction to the Commission in the South Texas Division include Beeville, Eagle Lake, El Campo, Floresville, Goliad, Hallettsville, Kenedy, New Braunfels, Nordheim, Palacios, Pleasanton, San Diego, San Marcos, Schertz, Seguin, Selma, Sinton, and Weimar.

Natural gas supplied hereunder is for the individual use of the customer at one point of delivery and shall not be resold or shared with others.

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- (d) Rate Case Expense Recovery - Rate Case Expense Recovery will be calculated and adjusted periodically as defined in the Company’s applicable Rate Case Expense Recovery Rate Schedule.
- (e) Hurricane Surcharge – Hurricane Surcharge will be calculated and as defined in the Company’s applicable Hurricane Surcharge Rate Schedule.

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SOUTH TEXAS DIVISION  
RATE SHEET  
GENERAL SERVICE-SMALL  
RATE SCHEDULE NO. GSS-2097-I**

**APPLICATION OF SCHEDULE**

This schedule is applicable to natural gas service to any customer in an incorporated area excluding a city that has ceded jurisdiction to the Commission in the South Texas Division engaging in any business, professional or institutional activity, for all uses of gas, including cooking, heating, refrigeration, water heating, air conditioning, and power.

This schedule is applicable to any general service customer for commercial uses and industrial uses, except standby service, whose average monthly usage for the prior calendar year is 150,000 cubic feet or less. Natural gas supplied hereunder is for the individual use of the customer at one point of delivery and shall not be resold or shared with others.

**MONTHLY RATE**

For bills rendered on and after the effective date of this rate schedule, the monthly rate for each customer receiving service under this rate schedule shall be the sum of the following:

(a) The Base Rate consisting of:

(1) Customer Charge – \$30.50

(2) Commodity Charge –

For customers billed at a 14.65 Pressure Base:

All Ccf @ 14.65 \$0.09573

For customers billed at a 14.95 Pressure Base:

All Ccf @ 14.95 \$0.09769

(b) Tax Adjustment – The Tax Adjustment will be calculated and adjusted periodically as defined in the Company's applicable Tax Adjustment Rate Schedule and Franchise Fee Adjustment Rate Schedule.

(c) Gas Cost Adjustment – The applicable Purchased Gas Adjustment (PGA) Rate – as calculated on a per Ccf basis and adjusted periodically under the applicable Purchased Gas Adjustment (PGA) Rate Schedule – for all gas used.

(d) Rate Case Expense Recovery - Rate Case Expense Recovery will be calculated and adjusted periodically as defined in the Company's applicable Rate Case Expense Recovery Rate Schedule.

(e) Hurricane Surcharge – Hurricane Surcharge will be calculated and adjusted periodically as defined in the Company's applicable Hurricane Surcharge Rate Schedule.

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RATE SHEET  
GENERAL SERVICE-SMALL  
RATE SCHEDULE NO. GSS-2097-U**

**APPLICATION OF SCHEDULE**

This schedule is applicable to natural gas service to any customer in an unincorporated area excluding a city that has ceded jurisdiction to the Commission in the South Texas Division engaging in any business, professional or institutional activity, for all uses of gas, including cooking, heating, refrigeration, water heating, air conditioning, and power. The cities that have ceded jurisdiction to the Commission in the South Texas Division include Beeville, Eagle Lake, El Campo, Floresville, Goliad, Hallettsville, Kenedy, New Braunfels, Nordheim, Palacios, Pleasanton, San Diego, San Marcos, Schertz, Seguin, Selma, Sinton, and Weimar.

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RATE SHEET  
GENERAL SERVICE-LARGE VOLUME  
RATE SCHEDULE NO. GSLV-628-I**

**AVAILABILITY**

This schedule is available at points on existing facilities of adequate capacity and suitable pressure in the area designated in the Rate Book of **CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS** (hereinafter called "Company").

**APPLICATION OF SCHEDULE**

This schedule is applicable to any general service customer in an incorporated area excluding a city that has ceded jurisdiction to the Commission in the South Texas Division for commercial uses and industrial uses whose average monthly usage for the prior calendar year is more than 150,000 cubic feet. Gas supplied hereunder is for the individual use of the Consumer at one point of delivery and shall not be resold or shared with others. If the Consumer has a written contract with Company, the terms and provision of such contract shall be controlling.

**MONTHLY RATE**

For bills rendered on and after the effective date of this rate schedule, the monthly rate for each customer receiving service under this rate schedule shall be the sum of the following:

- (a) The Base Rate consisting of:
  - (1) Customer Charge – \$101.00
  - (2) Commodity Charge –  
All Ccf @ \$0.07812
- (b) Tax Adjustment – The Tax Adjustment will be calculated and adjusted periodically as defined in the Company's applicable Tax Adjustment Rate Schedule and Franchise Fee Adjustment Rate Schedule.
- (c) Gas Cost Adjustment – The applicable Purchased Gas Adjustment (PGA) Rate – as calculated on a per Mcf basis and adjusted periodically under the applicable Purchased Gas Adjustment (PGA) Rate Schedule – for all gas used.
- (d) Rate Case Expense Recovery - Rate Case Expense Recovery will be calculated and adjusted periodically as defined in the Company's applicable Rate Case Expense Recovery Rate Schedule.
- (e) Hurricane Surcharge – Hurricane Surcharge will be calculated and adjusted periodically as defined in the Company's applicable Hurricane Surcharge Rate Schedule.

**WRITTEN CONTRACT**

In order to receive a delivery from Company of more than 25 Mcf during any one day, the Consumer must execute a written contract with Company on Company's form of contract covering the sale of gas by Company to it. In the case

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of existing Consumers, the maximum gas usage during any one day shall be obtained from the records of the Company, except in cases where the existing Consumer will be purchasing increased volumes of gas from Company because of expansions or for any other reasons, 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 Company shall be binding on Consumer in determining whether or not a contract is required. Such written contract shall be executed by Consumer upon request of Company and Company shall not be obligated to serve any such Consumer more than 25 Mcf during any one day until such written contract is executed and delivered by Consumer.

**MEASUREMENT**

The term "cubic foot of gas" for the purpose of measurement of the gas delivered and for all other purposes is the amount of gas necessary to fill a cubic foot of space when the gas is at an absolute pressure of 14.65 pounds per square inch and at a base temperature of sixty (60) degrees Fahrenheit.

The term "Mcf" shall mean 1,000 cubic feet of gas.

The Sales Unit shall be one Mcf.

Assumed Atmospheric Pressure - The average atmospheric pressure shall be assumed to be fourteen and seven-tenths (14.7) pounds per square inch, irrespective of actual elevation or location of the point of delivery above sea level or variation in such atmospheric pressure from time to time.

Orifice Meters - When orifice meters are used for the measurement of gas, such orifice meters shall be constructed and installed, and the computations of volume made, in accordance with the provisions of Gas Measurement Committee Report No. 3 of the American Gas Association as revised September, 1969 (A.G.A. Report No. 3), with any subsequent amendments or revisions which may be mutually acceptable.

The temperature of the gas shall be determined by a recording thermometer so installed that it may record the temperature of the gas flowing through the meter or meters. The average of the record to the nearest one (1) degree Fahrenheit, obtained while gas is being delivered, shall be the applicable flowing gas temperature for the period under consideration.

The specific gravity of the gas shall be determined by a recording gravitometer owned and operated by the pipeline company from whom Company purchases its gas, so installed that it may record the specific gravity of the gas

flowing through the meter or meters; provided, however, that the results of spot tests made by the pipeline company with a standard type specific gravity instrument shall be used at locations where the pipeline company does not have a recording gravitometer in service. If the recording gravitometer is used, the average of the record to the nearest one-thousandth (0.001), obtained while gas is being delivered, shall be the applicable specific gravity of the gas for the period under consideration. If the spot test method is used, the specific gravity of the gas delivered hereunder shall be determined once monthly, the result obtained, to the nearest one-thousandth (0.001), to be applicable during the succeeding billing month.

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Adjustment for the effect of supercompressibility shall be made according to the provisions of A.G.A. Report No. 3, hereinabove identified, for the average conditions of pressure, flowing temperature and specific gravity at which the gas was measured during the period under consideration, and with the proportionate value of each carbon dioxide and nitrogen in the gas delivered included in the computation of the applicable supercompressibility factors. Company shall obtain appropriate carbon dioxide and nitrogen fraction values as may be required from time to time.

Positive Displacement Meters and Turbine Meters - When positive displacement meters and/or turbine meters are used for the measurement of gas, the flowing temperature of the gas metered shall be assumed to be sixty (60) degrees Fahrenheit, and no correction shall be made for any variation therefrom; provided however, that company shall have the option of installing a recording thermometer, and if company exercises such option, corrections shall be made for each degree variation in the applicable flowing temperature for the period under consideration.

The volumes of gas determined shall be adjusted for the effect of supercompressibility as follows:

- (A) When the flowing temperature of gas is assumed to be sixty (60) degrees Fahrenheit, the supercompressibility factor shall be the square of the factor,  $F_{pv}$ , computed in accordance with the principles of the A.G. A. Report No. 3, hereinabove identified, for a pure hydrocarbon gas of six-tenths (0.6) specific gravity and for the average pressure at which the gas was measured.
- (B) When the flowing gas temperature is recorded and applied according to the option above, the supercompressibility factor shall be the square of the factor,  $F_{pv}$ , computed in accordance with the principles of the American Gas Association Gas Measurement Committee Report No. 3, hereinabove identified, for a pure hydrocarbon gas of six-tenths (0.6) specific gravity and for the average conditions of pressure and flowing temperature at which the gas was measured.

**SUPPLY INTERRUPTIONS**

Total or partial interruption of gas deliveries due to acts of God, the elements, requirements for residential and other uses declared superior to Consumers by law, or to other causes or contingencies beyond the control of Company or not proximately caused by Company's negligence, shall not be the basis for claims-delivery and receipt of gas to be resumed whenever any such cause or contingency shall end.

**CHARGES FOR UNAUTHORIZED OVER-RUN GAS**

Any gas taken during any day by Consumer which exceeds the maximum daily quantity specified in Consumer's contract with Company shall be considered to be unauthorized over-run gas. Any gas taken by Consumer after the effective hour of an order calling for a complete curtailment of all gas deliveries, and prior to the authorized

resumption of natural gas service, hereunder shall be considered to be unauthorized over-run gas. Any gas taken by Consumer after the effective hour of an order calling for a partial curtailment, and prior to the authorized resumption of natural gas service, which exceeds the stated amount of gas deliveries Consumer may take during such partial curtailment,

shall be considered to be unauthorized over-run gas. Company shall bill, and Consumer shall pay for unauthorized over-run gas at the rate of \$10.00 per Mcf, in addition to the Monthly Rate specified herein for such gas. The payment

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of such additional charge for unauthorized over-run gas shall not, under any circumstances, be considered as giving the Consumer the right to take unauthorized over-run gas, nor shall such payment be considered to exclude or limit any other remedies available to Company against the Consumer for exceeding the maximum daily quantity specified in Consumer's contract with Company, or for failure to comply with curtailment orders issued by Company hereunder.

The additional amount specified above charged for unauthorized over-run gas shall be adjusted, either plus or minus, to conform to the change made by Company's supplier in its rate schedule under which Company purchases its gas supply for resale under this schedule.

**RULES AND REGULATIONS**

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**AVAILABILITY**

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**APPLICATION OF SCHEDULE**

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All Ccf @ \$0.07812
- (b) Tax Adjustment – The Tax Adjustment will be calculated and adjusted periodically as defined in the Company's applicable Tax Adjustment Rate Schedule and Franchise Fee Adjustment Rate Schedule.
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of existing Consumers, the maximum gas usage during any one day shall be obtained from the records of the Company, except in cases where the existing Consumer will be purchasing increased volumes of gas from Company because of expansions or for any other reasons, 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 Company

shall be binding on Consumer in determining whether or not a contract is required. Such written contract shall be executed by Consumer upon request of Company and Company shall not be obligated to serve any such Consumer more than 25 Mcf during any one day until such written contract is executed and delivered by Consumer.

**MEASUREMENT**

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The specific gravity of the gas shall be determined by a recording gravitometer owned and operated by the pipeline company from whom Company purchases its gas, so installed that it may record the specific gravity of the gas flowing through the meter or meters; provided, however, that the results of spot tests made by the pipeline company with a standard type specific gravity instrument shall be used at locations where the pipeline company does not have a recording gravitometer in service. If the recording gravitometer is used, the average of the record to the nearest one-thousandth (0.001), obtained while gas is being delivered, shall be the applicable specific gravity of the gas for the period under consideration. If the spot test method is used, the specific gravity of the gas delivered hereunder

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shall be determined once monthly, the result obtained, to the nearest one-thousandth (0.001), to be applicable during the succeeding billing month.

Adjustment for the effect of supercompressibility shall be made according to the provisions of A.G.A. Report No. 3, hereinabove identified, for the average conditions of pressure, flowing temperature and specific gravity at which the gas was measured during the period under consideration, and with the proportionate value of each carbon dioxide and nitrogen in the gas delivered included in the computation of the applicable supercompressibility factors. Company shall obtain appropriate carbon dioxide and nitrogen fraction values as may be required from time to time.

Positive Displacement Meters and Turbine Meters - When positive displacement meters and/or turbine meters are used for the measurement of gas, the flowing temperature of the gas metered shall be assumed to be sixty (60) degrees Fahrenheit, and no correction shall be made for any variation therefrom; provided however, that company shall have the option of installing a recording thermometer, and if company exercises such option, corrections shall be made for each degree variation in the applicable flowing temperature for the period under consideration.

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- (B) When the flowing gas temperature is recorded and applied according to the option above, the supercompressibility factor shall be the square of the factor,  $F_{pv}$ , computed in accordance with the principles of the American Gas Association Gas Measurement Committee Report No. 3, hereinabove identified, for a pure hydrocarbon gas of six-tenths (0.6) specific gravity and for the average conditions of pressure and flowing temperature at which the gas was measured.

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**CHARGES FOR UNAUTHORIZED OVER-RUN GAS**

Any gas taken during any day by Consumer which exceeds the maximum daily quantity specified in Consumer's contract with Company shall be considered to be unauthorized over-run gas. Any gas taken by Consumer after the effective hour of an order calling for a complete curtailment of all gas deliveries, and prior to the authorized resumption of natural gas service, hereunder shall be considered to be unauthorized over-run gas. Any gas taken by Consumer after the effective hour of an order calling for a partial curtailment, and prior to the authorized resumption of natural gas service, which exceeds the stated amount of gas deliveries Consumer may take during such partial curtailment, shall be considered to be unauthorized over-run gas. Company shall bill, and Consumer shall pay for

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unauthorized over-run gas at the rate of \$10.00 per Mcf, in addition to the Monthly Rate specified herein for such gas. The payment of such additional charge for unauthorized over-run gas shall not, under any circumstances, be considered as giving the Consumer the right to take unauthorized over-run gas, nor shall such payment be considered to exclude or limit any other remedies available to Company against the Consumer for exceeding the maximum daily quantity specified in Consumer's contract with Company, or for failure to comply with curtailment orders issued by Company hereunder. The additional amount specified above charged for unauthorized over-run gas shall be adjusted, either plus or minus, to conform to the change made by Company's supplier in its rate schedule under which Company purchases its gas supply for resale under this schedule.

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RATE SHEET  
RATE SCHEDULE NO. RCE-13.1**

**APPLICATION OF SCHEDULE**

This schedule applies to all residential, general service-small, general service-large volume customers in the South Texas Division impacted by the Company's Statement of Intent to Increase Rates filed on November 16, 2017.

This rate schedule is for the recovery of rate case expense ("RCE") and shall be in effect beginning on or after \_\_\_\_\_, for a \_\_\_\_\_ month period or until all approved expenses are collected.

**MONTHLY RATE RECOVERY FACTOR:**

Residential	\$_____per bill
General Service-Small	\$_____per bill
General Service-Large	\$_____per bill

**RULES AND REGULATIONS**

Service under this schedule shall be furnished in accordance with the Company's General Rules and Regulations, as such rules may be amended from time to time. A copy of the Company's General Rules and Regulations may be obtained from Company's office located at 1111 Louisiana Street, Houston, Texas.

**COMPLIANCE**

The Company will file annually, due on the 1<sup>st</sup> of each November, a rate case recovery report with the Railroad Commission of Texas ("Commission"), Oversight and Safety Division, referencing GUD No. xxxx. The report shall detail the amount recovered by month and the outstanding balance by month.

Reports for the Commission should be filed electronically at GUD\_Compliance @rrc.texas.gov or at the following address:

Compliance Filings  
Oversight and Safety Division  
Gas Services Department  
Railroad Commission of Texas  
P.O. Box 12967  
Austin, Texas 78711-2967

**CENTERPOINT ENERGY RESOURCES CORP.  
D/B/A CENTERPOINT ENERGY ENTEX  
AND CENTERPOINT ENERGY TEXAS GAS  
SOUTH TEXAS DIVISION  
RATE SHEET  
HURRICANE SURCHARGE  
RATE SCHEDULE NO. HS-2**

**APPLICATION OF SCHEDULE**

The Hurricane Surcharge ("Hurricane") rate as set forth in section (B) below is for the recovery of restoration expenses incurred by the Company as a direct result of a Hurricane and not recoverable from any other source. These restoration expenses include insurance deductibles under the property damage and business interruption policies. The Hurricane rate identified in this rate schedule shall apply to all standard rate customers of CenterPoint Energy Texas Gas South Texas Division. The standard rate customers are defined as the residential, general service-small, and general service-large volume customers of the South Texas Division.

**(B) HURRICANE RATE**

The percentage of total costs to be allocated to standard rate class customers is 98.1118% distributed as set forth below:

Residential	\$0.39 per bill
General Service-Small	\$0.39 per bill
General Service-Large	\$0.39 per bill

Any refunds due to recovery of expense from insurance proceeds shall be refunded on the same allocation basis described above.

**EFFECTIVE DATES**

Hurricane Rider to be effective beginning on or after \_\_\_\_\_.

This rate will be in effect until all approved and expended Hurricane costs are recovered under the applicable rate schedules. This Rider does not limit the legal rights and duties of the Cities and is subject to all applicable laws and orders and the Company's rules and regulations on file with the regulatory authority.

This rate will be in effect for approximately 12 months until all approved Hurricane charges are recovered from the applicable customer classes as documented in the compliance filing on the Hurricane Surcharge for GUD xxxx. This tariff expires upon collection of \$663,228, which is estimated to be a one-year period ending in \_\_\_\_\_.

**COMPLIANCE**

The Company will file annually, due on the 1<sup>st</sup> of each November, a report with the Railroad Commission of Texas ("Commission"), Oversight and Safety Division, referencing GUD No. xxxx. The report shall detail the amount recovered by month and the outstanding balance by month.

Reports for the Commission should be filed electronically at GUD\_Compliance @rrc.texas.gov or at the following address:

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HURRICANE SURCHARGE  
RATE SCHEDULE NO. HS-2**

Upon final settlement with the insurance company, CenterPoint shall file a copy of the final settlement statement from the insurance company regarding claims for Hurricane Harvey. All insurance proceeds received under this policy shall be deducted from the amount allowed to be collected. If over-collected, a refund is required through the PGA as a reconciling item.

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AND CENTERPOINT ENERGY TEXAS GAS  
SOUTH TEXAS DIVISION  
RATE SHEET  
SCHEDULE OF MISCELLANEOUS SERVICE CHARGES  
RATE SCHEDULE NO. MISC-18**

**GAS SERVICE**

1.	Institution of service to residential or general service	\$40
	After-hours surcharge for each after-hours service call*	\$47
2.	Restore service after termination for non-payment, cut-off by Customer or agent or for convenience of Customer	\$40
	After-hours surcharge for each after-hours service call*	\$47
3.	Turning off service to active meter (per trip) – Exception: No charge if account is finalled.	\$20
	After-hours surcharge for each after-hours service call*	\$47
4.	Special meter test at customer's request (see General Rules and Regulations for special situations) – same customer at same location is allowed one (1) test free of charge every four (4) years	\$15
5.	Change customer meter if requested by Customer (Does not include changes due to meter failure and/or meter being more than nominally defective, as described in General Rules and Regulations.)	\$55
6.	Change residential meter location or re-route residential service: Minimum charge	\$350
	Install each additional meter on a Customer's service line	\$55
7.	Service Connection Charge – See General Rules and Regulations, Section 5(a), relating to Service Connection	Not Applicable
8.	Disconnect service at main	\$300
	(Plus any costs arising out of any city ordinance or regulation governing work in roadways)	
9.	Restore service at main for any purpose necessitated by customer including, but not limited to, installation of equipment requested by a Customer	\$300
10.	Temporary transfer of individually metered multi-family service from vacating tenant to apartment complex owner. (Applicable to read and transfer transactions only. Precedent written agreement required.)	No Charge

\*For same day service outside the hours of 8:00 A.M. to 5:00 P.M. CT Monday – Friday, and for any service on weekends, and for any service on all Company designated holidays.

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RATE SCHEDULE NO. MISC-18**

**OTHER CHARGES**

- |     |  |      |
|-----|--|------|
| 11. | Gas Main Extensions – See General Rules and Regulations, Section 5(e), relating to Gas Main Extensions.  |      |
| 12. | Collection call - trip charge (For each trip other than when a customer is charged under miscellaneous service item no. 3 – “Turning off service to active meter”) | \$20 |
| 13. | Returned check   | \$20 |

**DEPOSITS**

Up to the maximum amount allowed under the Railroad Commission of Texas Quality of Service Rule §7.45(5)(C)(ii) (the "one-sixth rule"). If there is no billing history on the customer’s account, then the one-sixth rule will be applied to the Customer’s account based on similarly-situated customers located in the geographic area.

**TAX ADJUSTMENT**

The Tax Adjustment will be calculated and adjusted periodically as defined in the Company’s Tax Adjustment Rate Schedule and Franchise Fee Adjustment Rate Schedule.

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RATE SHEET  
TAX ADJUSTMENT  
RATE SCHEDULE NO. FFA-10**

The Customers shall reimburse the Company for the Customers' proportionate part of any tax, charge, impost, assessment or fee of whatever kind and by whatever name (except ad valorem taxes and income taxes) levied upon the Company by any governmental authority under any law, rule, regulation, ordinance, or agreement (hereinafter referred to as "the Tax"). If the law, rule, regulation, ordinance, or agreement levying the Tax specifies a method of collection from Customers, then the method so specified shall be utilized provided such method results in the collection of taxes from the Customers equal to the taxes levied on the Company. If no method of collection is specified, then the Company shall collect an amount calculated as a percentage of the Customers' bills applicable directly to those Customers located solely within the jurisdiction imposing the tax and/or within the jurisdiction where the tax is applicable. The percentage shall be determined so that the collection from Customers within the Company's different legal jurisdictions (municipal or otherwise defined) encompassing the South Texas Division is equal to the taxes levied on the Company.

The initial Tax Adjustment Rate shall be based on the Taxes that are levied upon the Company on the effective date of this Rate Schedule. The Company will initiate a new or changed Tax Adjustment Rate beginning with the billing cycle immediately following the effective date of the new or changed Tax as specified by the applicable law, rule, regulation, ordinance, or agreement, provided that the Company has the customer billing data necessary to bill and collect the Tax. If at any time there is a significant change that will cause an unreasonable over or under collection of the Tax, the Company will adjust the Tax Adjustment Rate so that such over or under collection will be minimized. The Tax Adjustment Rate (calculated on a per Ccf or per Mcf basis, as appropriate) shall be reported to the applicable governmental authority by the last business day of the month in which the Tax Adjustment Rate became effective.

**APPLICATION**

Applicable to Customers inside the corporate limits of an incorporated municipality that imposes a municipal franchise fee upon Company for the Gas Service provided to Customer.

**MONTHLY ADJUSTMENT**

Company will adjust Customer's bill each month in an amount equal to the municipal franchise fees payable for the Gas Service provided to Customer by Company. Municipal franchise fees are determined by each municipality's franchise ordinance. Each municipality's franchise ordinance will specify the percentage and applicability of franchise fees.

**RAILROAD COMMISSION REPORTING**

CenterPoint shall maintain on file with the Railroad Commission of Texas a current listing of Cities and applicable franchise fees. Reports should be filed electronically at [GUD\\_Compliance@rrc.texas.gov](mailto:GUD_Compliance@rrc.texas.gov) or at the following address:

Compliance Filing                      Oversight and Safety Division, Gas Services  
Railroad Commission of Texas  
P.O. Drawer 12967  
Austin, TX 78711-2967

**CENTERPOINT ENERGY RESOURCES CORP.  
D/B/A CENTERPOINT ENERGY ENTEX  
AND CENTERPOINT ENERGY TEXAS GAS  
SOUTH TEXAS DIVISION  
RATE SHEET  
PURCHASED GAS ADJUSTMENT  
RATE SCHEDULE NO. PGA-16**

This Cost of Gas Clause shall apply to all general service rate schedules of CenterPoint Energy Entex in the South Texas Division (“the Company”).

**A. DEFINITIONS**

1. **Cost of Purchased Gas (G):** The Company’s best estimate of the cost of natural gas (per Mcf) to be purchased for resale hereunder during the period that the PGA Rate is to be effective. The cost of natural gas shall include the cost of gas supplies purchased for resale hereunder, upstream transportation capacity charges, storage capacity charges, the cost of gas withdrawn from storage less the cost of gas injected into storage, and any transaction-related fees, gains or losses and other transaction costs associated with the use of various financial instruments used by the Company to stabilize prices. Any costs associated with the use of financial instruments entered into after March 1, 2018, shall be approved in advance and in writing by the Director of the Oversight and Safety Division of the Commission.
2. **Purchase/Sales Ratio (R):** A ratio determined by dividing the total volumes purchased by the Company for general service customers for the twelve (12) month period ending the preceding August 31 Production Month by the sum of the volumes sold to general service customers during the same period. For the purpose of this computation, all volumes shall be stated at 14.65 p.s.i.a. Such ratio as determined shall in no event seek to recover more than 5% lost and unaccounted for gas loss unless expressly authorized by the applicable regulatory authority.
3. **Production Month:** The month that gas cost related activities are completed.
4. **Accounting Month:** The month gas related activities are posted on the books and records of the Company.
5. **Commodity Cost:** The Cost of Purchased Gas multiplied by the Purchase Sales Ratio.
6. **Purchased Gas Adjustment (PGA):** The rate per billing unit or the total calculation under this Cost of Gas Clause, consisting of the commodity cost, a reconciliation component (RC) and related fees and taxes.  
$$\text{PGA Rate (per Mcf sold)} = [(G * R) \pm RC] \text{ rounded to the nearest } \$0.0001$$
$$\text{PGA Rate (per Ccf sold)} = \text{PGA Rate (per Mcf sold)} \div 10$$
7. **General Service Customer:** residential, small commercial and large volume Customers.
8. **Reconciliation Audit:** An annual review of the Company's books and records for each twelve month period ending with the May Production Month to determine the amount of over or under collection occurring during such twelve month period. The audit shall determine:
  - a. the total amount paid for gas purchased by the Company to provide service to its general service customers during the period;
  - b. the revenues received from operation of the provisions of this Cost of Gas Clause
  - c. the total amount of refunds made to customers during the period and any other revenues or credits received by the Company as a result of gas purchases or operation of this Cost of Gas Clause;
  - d. an adjustment, if necessary, for lost and unaccounted for gas during the period identified in A2 in excess of five (5) percent of purchases;
  - e. The Company shall seek review and approval from the Commission for any Federal Energy Regulatory Commission (FERC) Intervention costs incurred for the benefit of customers prior to their inclusion in the cost of gas calculation. Those costs are limited to reasonable non-employee experts, non-employee attorney fees and prudently incurred travel expenses;
  - f. the gas cost portion of bad debt expense;

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- g. schedule of reconciliation items related to over-recoveries of surcharges previously approved by the Railroad Commission; and
  - h. other amounts properly credited to the cost of gas not specifically identified herein.
9. **Reconciliation Component (RC):** The amount to be returned to or recovered from customers each month from the August billing cycle through July billing cycle as a result of the Reconciliation Audit.
10. **Reconciliation Account:** The account maintained by the Company to assure that over time it will neither over nor under collect revenues as a result of the operation of this Cost of Gas Clause. Entries shall be made monthly to reflect but not necessarily limited to:
- a. the total amounts paid to the Company's supplier(s) for gas applicable to general service customers as recorded on the Company's books and records;
  - b. any upstream transportation charges;
  - c. the cost of gas withdrawn from storage less the cost of gas injected into storage;
  - d. fixed storage charges;
  - e. the revenues produced by the operation of this Cost of Gas Clause; and
  - f. refunds, payments, or charges provided for herein or as approved by the regulatory authority;
  - g. The Company shall seek review and approval from the Commission for any Federal Energy Regulatory Commission (FERC) Intervention costs incurred for the benefit of customers prior to their inclusion in the cost of gas calculation. Those costs are limited to reasonable non-employee experts, non-employee attorney fees and prudently incurred travel expenses;
  - h. the gas cost portion of bad debt expense;
  - i. schedule of reconciliation items related to over-recoveries of surcharges previously approved by the Railroad Commission; and
  - j. other amounts properly credited to the cost of gas not specifically identified herein.
11. **Carrying Charge for Gas in Storage:** A return on the Company's investment for gas in storage.

**B. COST OF GAS = Purchased Gas Adjustment (PGA)**

In addition to the cost of service as provided under its general service rate schedule(s), the Company shall bill each general service customer for the Cost of Gas incurred during the billing period. The Cost of Gas shall be clearly identified on each Customer bill.

**C. DETERMINATION AND APPLICATION OF THE RECONCILIATION COMPONENT**

If the Reconciliation Audit reflects either an over recovery or under recovery of revenues, such amount, plus or minus the amount of interest calculated pursuant to Section D below, if any, shall be divided by the general service sales volumes, adjusted for the effects of weather and growth, for the last preceding August billing cycle through July billing cycle. The Reconciliation Component so determined to collect any revenue shortfall or to return any excess revenue shall be applied for a twelve month period beginning with the next following August billing cycle and continuing through the next following July billing cycle at which time it will terminate until a new Reconciliation Component is determined.

**D. PAYMENT FOR USE OF FUNDS**



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Concurrently with the Reconciliation Audit, the Company shall determine the amount by which the Cost of Gas was over or under collected for each month within the period of audit. If the sum of the monthly balances reflects an over collection during the period, the Company shall credit into the Reconciliation Account during August an amount equal to the average annual balance multiplied by 6%.

If the sum of the monthly balances reflects an under collection during the period, the Company shall debit into the Reconciliation Account during August an amount equal to the average annual balance multiplied by 6%.

**E. CARRYING CHARGE FOR GAS IN STORAGE**

A carrying charge for gas in storage will be calculated based on the arithmetic average of the beginning and ending balance of gas in storage inventory for the prior calendar month times the pre-tax rate of return as determined in Docket No. GUD xxxx and will be reflected on the customer's bill.

**F. SURCHARGE OR REFUND PROCEDURES**

In the event that the rates and charges of the Company's supplier are retroactively reduced and a refund of any previous payments is made to the Company, the Company shall make a similar refund to its general service customers. Similarly, the Company may surcharge its general service customers for retroactive payments made for gas previously delivered into the system. The entire amount of refunds or charges shall be entered into the Reconciliation Account as they are collected from or returned to the customers.

For the purpose of this Section the entry shall be made on the same basis used to determine the refund or charge component of the Cost of Gas and shall be subject to the calculation set forth in Section D, Payment for Use of Funds, above.

**G. COST OF GAS STATEMENT**

The Company shall file a copy of the Cost of Gas Statement with the Regulatory Authority by the beginning of each billing month. (The Company shall file such initial Statement as soon as is reasonably possible.) The Cost of Gas Statement shall set forth:

1. the Cost of Purchased Gas;
2. that cost multiplied by the Purchase/Sales Ratio;
3. the amount of the cost of gas caused by any surcharge or refund;
4. the Reconciliation Component;
5. the Cost of Gas which is the total of items (2) through (4); and
6. the Carrying Charge for Gas in Storage.

The statement shall include all data necessary for the Customers and Regulatory Authority to review and verify the calculation of the Cost of Gas and the Carrying Charge for Gas in Storage. The date on which billing using the Cost of Gas and the Carrying Charge for Gas in Storage is to begin (bills prepared) is to be specified in the statement.

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RATE SCHEDULE NO. PGA-16**

**H. ANNUAL RECONCILIATION REPORT**

The Company shall file an annual report with the Regulatory Authority which shall include but is not necessarily limited to:

1. A tabulation of volumes of gas purchased and costs incurred listed by account or type of gas, supplier and source by month for the twelve months ending with the May Production Month will be available upon request;
2. A tabulation of gas units sold to general service customers and related Cost of Gas Clause revenues for the twelve month period ending with the May Production Month will be available upon request;
3. A tabulation of any amounts properly credited against Cost of Gas; and
4. A summary of all other costs and refunds made during the year and the status of the Reconciliation Account. This report shall be filed concurrently with the Cost of Gas Statement for August.

The Annual Report shall be filed in a format similar to the example format that follows.

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RATE SCHEDULE NO. PGA-16**

**ANNUAL RECONCILIATION REPORT  
TWELVE MONTH ENDING**

A. COST OF PURCHASED GAS				B. COST OF GAS REVENUE			
<b>TOTAL PURCHASES</b>				<b>TOTAL SALES</b>			
		Mcf @ 14.65	\$ Dollars			Mcf @ 14.65	\$ Dollars
Prior Period Adjustments		-	\$ -	Prior Period Adjustments		-	\$ -
Year	Month 1	-	-	Year	Month 1	-	-
Year	Month 2	-	-	Year	Month 2	-	-
Year	Month 3	-	-	Year	Month 3	-	-
Year	Month 4	-	-	Year	Month 4	-	-
Year	Month 5	-	-	Year	Month 5	-	-
Year	Month 6	-	-	Year	Month 6	-	-
Year	Month 7	-	-	Year	Month 7	-	-
Year	Month 8	-	-	Year	Month 8	-	-
Year	Month 9	-	-	Year	Month 9	-	-
Year	Month 10	-	-	Year	Month 10	-	-
Year	Month 11	-	-	Year	Month 11	-	-
Year	Month 12	-	-	Year	Month 12	-	-
<b>Total</b>		-	\$ -	<b>Total</b>		-	\$ -

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RATE SCHEDULE NO. PGA-16**

**ANNUAL RECONCILIATION REPORT  
TWELVE MONTH ENDING**

**C. MONTHLY BALANCE**

	TOTAL PURCHASES	TOTAL COG REVENUE	(OVER) / UNDER COLLECTION OF COG	ADJUSTMENTS	BAD DEBTS	FERC LITIGATION	OTHER CREDITS	CUMULATIVE BALANCE	CUMULATIVE BALANCE EXCLUDING INTEREST
	\$ Dollars	\$ Dollars	\$ Dollars	\$ Dollars	\$ Dollars	\$ Dollars	\$ Dollars	\$ Dollars	\$ Dollars
Ending Balance Brought Forward								\$ -	\$ -
Prior Period Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year Month 1	-	-	-	-	-	-	-	\$ -	\$ -
Year Month 2	-	-	-	-	-	-	-	\$ -	\$ -
Year Month 3	-	-	-	-	-	-	-	\$ -	\$ -
Year Month 4	-	-	-	-	-	-	-	\$ -	\$ -
Year Month 5	-	-	-	-	-	-	-	\$ -	\$ -
Year Month 6	-	-	-	-	-	-	-	\$ -	\$ -
Year Month 7	-	-	-	-	-	-	-	\$ -	\$ -
Year Month 8	-	-	-	-	-	-	-	\$ -	\$ -
Year Month 9	-	-	-	-	-	-	-	\$ -	\$ -
Year Month 10	-	-	-	-	-	-	-	\$ -	\$ -
Year Month 11	-	-	-	-	-	-	-	\$ -	\$ -
Year Month 12	-	-	-	-	-	-	-	\$ -	\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**12 months Average (O)/U Balance**      \$ -

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**ANNUAL RECONCILIATION REPORT  
TWELVE MONTH ENDING**

**D. SALES VOLUMES**

		Actual Mcf @ 14.65	Normalized Mcf @ 14.65
Year	Month 1	-	-
Year	Month 2	-	-
Year	Month 3	-	-
Year	Month 4	-	-
Year	Month 5	-	-
Year	Month 6	-	-
Year	Month 7	-	-
Year	Month 8	-	-
Year	Month 9	-	-
Year	Month 10	-	-
Year	Month 11	-	-
Year	Month 12	-	-
<b>Total</b>		-	-

**E. Interest on PGA Balance**

12 months Average (O)/U Balance	\$	-
Interest Rate		6.00%
<b>Total Interest on (O)/U Balance</b>	<b>\$</b>	<b>-</b>

**F. Reconciliation Component**

Cumulative (O)/U Balance	\$	-
Total Current Interest on (O)/U Balance	\$	-
<b>Total</b>	<b>\$</b>	<b>-</b>

Divided By:  
Sales Volume <sup>1</sup> -

<b>RECONCILIATION COMPONENT</b>	<b>\$0.0000 Per Mcf</b>
<b>RECONCILIATION COMPONENT</b>	<b>\$0.0000 Per Ccf</b>

1) Normalized volume for South Texas Correction Factor

**CENTERPOINT ENERGY RESOURCES CORP.  
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AND CENTERPOINT ENERGY TEXAS GAS  
GENERAL RULES AND REGULATIONS  
APPLICABLE TO NATURAL GAS SERVICE IN TEXAS  
FOR JURISDICTIONS FOR WHICH TARIFF IS APPROVED ON OR AFTER NOVEMBER 16, 2017**

**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 CENTERPOINT ENERGY ENTEX.
- (b) "Company" means CENTERPOINT ENERGY ENTEX, its successors and assigns.
- (c) "Cubic Foot of Gas": Unless otherwise expressly provided by rate schedule or written contract (or agreement), the amount of gas necessary to fill one (1) 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.
- (d) "Service Line": The pipe and attached fittings which convey gas from Company's mains up to and including the stopcock on the riser for the Consumer's meter.
- (e) "Consumer's Housepiping": All pipe and attached fittings which convey gas from the outlet side of the meter to the Consumer's connection for gas appliances.
- (f) "Point of Delivery": The point where the gas is measured for delivery into Consumer's housepiping.
- (g) "Commission": Railroad Commission of Texas.

**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 Texas, enforceable municipal ordinance, applicable valid final order of any court or of the Commission, or written contract executed by Company, in which case such statute, order 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, 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.
- (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 appropriate regulatory authority.

**3. CLASSIFICATION FOR RATE AND CONTRACT PURPOSES**

For purposes of determining rates, Consumers shall be classified as either Residential, Commercial or Large Volume Consumers as defined in Company's applicable rate schedules. Service by Company to Consumers classified herein as Residential and Commercial is available without a written contract between Consumer

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GENERAL RULES AND REGULATIONS  
APPLICABLE TO NATURAL GAS SERVICE IN TEXAS  
FOR JURISDICTIONS FOR WHICH TARIFF IS APPROVED ON OR AFTER NOVEMBER 16, 2017**

and Company at the standard rates and charges applicable to such Consumers from time to time. Company shall have no obligation to deliver more than 25,000 cubic feet of gas in any day to any Consumer not having a written gas sales contract with Company. A contract may be required from Large Volume Consumers using less than 25,000 cubic feet per day, provided this requirement shall be uniformly applied to all such Consumers within each municipal rate jurisdiction. 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 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 Company shall be binding on Consumer in determining rate classification and whether or not a contract is required. Company's obligation to provide service to any Large Volume Consumer is contingent upon Company's determination that there will be an adequate supply of gas to serve such Large Volume Consumer, and that existing facilities are of adequate capacity and suitable pressure.

**4. LIMITATION OF USE**

All gas delivered through Company's meters is for use only at the point of delivery and shall not be redelivered or resold to others without Company's written consent.

**5. SERVICE CONNECTIONS**

- (a) **Service Connection:** Unless otherwise prohibited by applicable ordinance or rule, the Company may require, on a consistent and non-discriminatory basis, prepayment, reimbursement, or adequate security for some or all costs (including, but not limited to, materials, labor, or allocated overhead, permit costs and right-of-way acquisition costs) of extending its existing system to serve a new customer.
- (b) **Service Line:** Company shall install and maintain all service lines and to the extent permitted by applicable ordinance shall be entitled to make a reasonable charge for such installation. 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 (1) 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.
- (c) **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 Company shall have no responsibility for determining whether or not Consumer has complied with applicable safety codes, inspecting Consumer's housepiping or in any way establishing or enforcing housepiping specifications.
- (d) **Gas Main Extensions:** Company shall extend its gas mains to provide new or additional service as set out in the applicable franchise, or where there is no franchise provision a total distance of one hundred (100) feet of pipe not to exceed two (2) inches in diameter. Gas main extensions of a

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greater distance or size than that specified above shall be made at Company's expense only where the probable expected use of all facilities necessary for such service will provide a reasonable and compensatory return to Company on the value of such facilities. Otherwise, gas main extensions shall be made only under the following conditions:

- (1) Individual Residential and Commercial Consumers upon execution of a special agreement providing for reimbursement to Company for the cost of the necessary gas main extension.
- (2) Developers of residential or business subdivisions upon execution of Company's form "Predevelopment Gas Main Extension Contract," or under special circumstances where, in Company's opinion, such forms are not appropriate, upon execution of a special agreement providing for reimbursement to Company for cost of the necessary gas main extension.
- (3) Large Volume Consumers upon execution of a special agreement providing for reimbursement to Company for the cost of the necessary gas main extension.

**6. CHARGES RELATING TO GAS SERVICE**

Utility charges for services other than delivering natural gas may be made in accordance with the Schedules of Miscellaneous Service Charges filed with the appropriate regulatory authorities.

**7. APPLICATION FOR SERVICE**

Where no written contract for service is necessary, an application by telephone or online via the Company's website may be made to request initiation of service. Upon request, Consumer shall provide information necessary for purposes of rate classification, billing, and determining whether a deposit will be required.

**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 appropriate regulatory authority governing the service applied for, or for the following reasons:
    - (A) the applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given;
    - (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 requirement;



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- (C) the applicant refuses to make a deposit if applicant is required to make a deposit under these rules;
  - (D) where an unsafe condition exists at any point on Consumer's premises;
  - (E) for use of gas in violation of Company's rules;
  - (F) in the event 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;
- (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. Except in cases where the Company identifies fraud in connection with a service request. 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 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 a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application;
  - (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;
  - (E) failure to pay a bill of another Customer as guarantor thereof, unless the guarantee was made in writing to the Company as a condition precedent to service; and
  - (F) failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill.
- (b) Discontinuance of service.

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- (1) Bills are due and payable when rendered; the bill shall be past due not less than fifteen (15) days after issuance or such other period of time as may be provided by order of the regulatory authority. 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 five percent (5%) for payment within ten (10) 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 Customer's utility service may not be terminated unless the Company has made a reasonable effort to offer the customer the option of paying a delinquent bill in installments. A customer'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 five (5) working days after the bill has become delinquent and if proper notice has been given. Proper notice shall consist of a mailing or hand delivery at least five working days prior to a stated date of disconnection. Said notice shall be provided in English and Spanish as necessary and shall include:
  - (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;
  - (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;
  - (E) a statement that if a health or other emergency exists, the Company may be contacted concerning the nature of the emergency and the relief available, if any, to meet such emergency; and
  - (F) the date of termination.
- (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;

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- (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 in violation of Company's rules;
  - (G) in the event Consumer's premises are vacated;
  - (H) in the event Company's representatives are refused access to such premises for any lawful purpose;
  - (I) when 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 conduct or misrepresentation in relation to the consumption of gas, account information, or any other fraud practiced by Consumer, with regard to the matters referred to in these rules or 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 of the premises;
  - (B) failure to pay for merchandise or charges for non-utility service by the Company;
  - (C) failure to pay for a different type or class of utility service unless fee for such service is included on the same bill;
  - (D) failure to pay the account of another Customer as guarantor thereof, unless the Company has in writing the guarantee as a condition precedent to service;
  - (E) failure to pay charges arising from an underbilling occurring due to any misapplication of rates more than six months prior to the current billing;
  - (F) 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
  - (G) failure to pay an estimated bill other than a bill rendered pursuant to any approved meter reading plan, unless the Company is unable to read the meter due to circumstances beyond its control.
- (6) Unless a dangerous condition exists, or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when

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personnel of the Company are not available to the public for the purpose of making collections and reconnecting service.

- (7) The Company shall not abandon a Customer without written approval from the regulatory authority.
- (8) Except in cases where the Company identifies fraud in connection with an account. The Company shall not discontinue service to a delinquent residential Customer permanently residing in an individually metered dwelling unit when that Customer establishes that discontinuance of service will result in some person residing at that residence becoming seriously ill 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 not more than five working days after the date of delinquency of the bill. 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.

**9. LOCATION OF METERS**

Wherever practical, all new meter installations shall be installed near the building in which 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 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 regulatory authority or tariff.
  - (2) Installation by Company. Unless otherwise authorized by the regulatory authority, the Company shall provide and install and will continue to own and maintain all meters necessary for measurement of gas delivered to its Customers.
  - (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:

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- (1) Meter equipment records. The Company shall keep a record of all its meters, showing the Customer'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 Customer must 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 Customer.

(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/her authorized representative to be present if the Customer so desires. If no such test has been performed within the previous four years for the same Customer at the same location, the test shall be performed without charge. If such a test has been performed for the same Customer at the same location within the previous four years, the Company may charge a fee for the test, not to exceed fifteen dollars (\$15.00), 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/her.
- (2) Notwithstanding Paragraph (1), above, if the meter is found to be more than nominally defective, to either the Customer's or the Company'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 two percent (2%) from accurate registration.
- (3) If any meter test requested by a Customer reveals a meter to be more than nominally defective, the Company shall correct previous readings consistent with the inaccuracy found in the meter for the period of either
  - (i) the last six (6) 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.

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- (4) If a meter is found not to register for any period of time, the Company may make a charge for units used but not metered, for a period not to exceed three months previous to the time the meter is found not to be registering. 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.

(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 of varying ages that are randomly sampled. The period of presumed accuracy is the period during which not less than seventy percent (70%) of the randomly sampled meters exhibit accuracy in the range of two percent (2%) fast to two percent (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 General Rules and Regulations, 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 (2) 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; or

(B) if the residential applicant furnishes in writing a satisfactory guarantee to secure payment of bills for the service required;

(C) 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 Company, or ownership of substantial equity.

- (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/her amounts due to the Company or execute a written deferred payment agreement, if offered, and reestablish credit as provided herein.

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- (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 one-sixth of the estimated annual billings (rounded up to the nearest five dollars [\$5.00]). If actual use is at least twice the amount of the estimated billings, a new deposit requirement may be calculated and an additional deposit may be required within two days. If such additional deposit is not made, the Company may disconnect service under the standard disconnection procedure for failure to comply with deposit requirements.
- Estimated Annual Billings as such term is used in this section shall be either (i) the twelve- (12-) month billing history at the service address involved (if a billing history is available for the service address), or (ii) the average annual residential bill in the Division serving the customer (if a billing history is not available at the service address); provided, that such average annual residential bill determined pursuant to clause (ii) hereof, shall be determined periodically but no less frequently than annually.
- (2) All applicants for residential service who are sixty-five (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 Company or another utility for the same utility service which accrued within the last two (2) years. No cash deposit shall be required of such applicant under these conditions.
- (3) The Company shall pay a minimum interest on such deposits according to the rate as established by law; provided, if refund of deposit is made within thirty (30) days of receipt of deposit, no interest payment shall be made. If the Company retains the deposit more than thirty (30) days, payment of interest shall be made retroactive to the date of deposit.
- (A) payment of interest to the customer shall be annually 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.
- (4) Each gas utility shall waive any deposit requirement for residential service for an applicant who has been determined to be a victim of family violence as defined in Texas Family Code, §71.004, by a family violence center, by treating medical personnel, by law enforcement agency personnel, or by a designee of the Attorney General in the Crime Victim Services Division of the Office of the Attorney General. This determination shall be evidenced by the applicant's submission of a certification letter developed by the Texas Council on Family Violence and made available on its website. Effective: November 10, 2003; amended July 12, 2004.
- (d) For commercial and large volume customers, Company may require a deposit where the applicant is unable to establish good credit by standards generally accepted as evidence of credit worthiness. The amount of any deposit, where required, shall be in an amount sufficient to protect Company but

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shall not exceed the amount of the estimated highest two (2) months' billing. Interest shall be paid at the legal rate on all deposits. Deposits shall be refunded after three (3) years of prompt payment, with refund including any interest to be made in cash or by credit to the Consumer's bill. Deposits may be refunded sooner if Consumer can establish a record of credit worthiness which would have entitled him to initial service without a deposit and otherwise has a record of prompt payment.

- (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.
  - (1) The Company shall keep records to show:
    - (A) the name and address of each depositor;
    - (B) the amount and date of the deposit; and
    - (C) each transaction concerning the deposit.
  - (2) The Company 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 shall be maintained for at least four years, during which time the Company shall make a reasonable effort to return the deposit.
- (g) Refund of deposit.
  - (1) 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.

- (2) When the residential customer has paid bills for service for twelve (12) consecutive residential bills without having service disconnected for nonpayment of bills and without having more than two (2) occasions in which a bill was delinquent and when the customer is not delinquent in the payment of the current bills, the Company shall promptly and automatically refund the deposit plus accrued interest to the customer in the form of cash or credit to a customer's account. Deposits may be refunded sooner if Consumer can establish a record of credit worthiness which would have entitled him to install service without a deposit and otherwise has a record of prompt payment.



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- (h) 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.
- (i) 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. DISCONTINUANCE BY CONSUMER**

A Consumer who wishes to discontinue the use of gas (provided he/she otherwise has the right to do so) must give notice of his/her intent to do so to Company by calling 800-752-8036 in the Houston Division, 800-376-9663 in the Beaumont Division, 800-259-5544 in the East Texas Division, and 800-427-7142 in the South Texas Division or visiting the Company's website, [www.CenterPointEnergy.com](http://www.CenterPointEnergy.com). 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.

**13. 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.

**14. ESCAPING GAS**

Upon immediately moving to a safe location, Consumer must immediately notify Company 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.

**15. DAMAGE AND REPAIR TO AND TAMPERING WITH COMPANY'S FACILITIES**

Consumer shall immediately notify Company in the event of damage to Company's property on Consumer's premises. Consumer shall not permit anyone other than an authorized employee of the Company to adjust, repair, connect, or disconnect, or in any way tamper with the meter, lines or any other equipment of the Company used in serving Consumer's premises.

**16. 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

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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.

**17. 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 wells or lines of 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.

**18. 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 possible 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

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service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

- (1) Record of interruption. Except for momentary interruptions which do not cause a major disruption of service, the Company shall keep a complete record of all interruptions, both emergency and scheduled. This record shall show the cause of such interruptions, date, time duration, location, approximate number of customers affected, and, in cases of emergency interruptions, the remedy and steps taken to prevent recurrence.
- (2) Report to Commission. The Commission shall be notified in writing within forty-eight hours of interruptions in service affecting the entire system or any major division thereof lasting more than four hours. The notice shall also state the cause of such interruptions. If any service interruption is reported to the Commission otherwise (for example, as a curtailment report or safety report), such other report is sufficient to comply with the terms of this paragraph.

**19. 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 agreement in writing signed by an officer in the Company.

**20. 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;
  - (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 avoid penalty;
  - (7) The total amount due after addition of any penalty for nonpayment within a designated period; and

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- (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 applicable rate schedule must be mailed to the customer on request of the customer.
- (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 (6) months.
- (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 insufficient or no previous usage history exists, the average usage shall be estimated on the basis of usage levels of similar customers and under similar conditions.

**21. 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 rule or regulation of the regulatory authority, 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.
- (b) Response to request for residential and commercial service. The Company shall serve each qualified residential and commercial applicant for service within its service area as rapidly as practical. As a general policy, those applications not involving line extensions or new facilities should be filled within seven (7) working days. Those applications for individual residential service requiring line extensions should be filled within ninety (90) days unless unavailability of materials, municipal permitting requirements, or other causes beyond the control of the Company result in unavoidable delays. In the event that residential service is delayed in excess of ninety (90) days after an applicant has met credit requirements and made satisfactory arrangements for payment of any required construction charges, a report must be made to the regulatory authority listing the name of the applicant, location, and cause for delay. Unless such delays are due to causes which are reasonably

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beyond the control of the Company, a delay in excess of ninety (90) days may be found to constitute a refusal to serve.

**22. 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 Company's facilities. These maps, or such other maps as may be required by the regulatory authority, 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 have available up-to-date maps, plans, or records of its immediate area, with such other information as may be necessary to enable the Company to advise applicants and others entitled to the information as to the facilities available for serving that locality;
  - (2) Assist the customer or applicant in selecting the most economical rate schedule;
  - (3) In compliance with applicable law or regulations, notify customers affected by a change in rates or schedule or classification;
  - (4) Make available on the Company website, copies of the current rate schedules and rules relating to the service of the Company, as filed with the Commission;
  - (5) Furnish such additional information on rates and services as the customer may reasonably request;
  - (6) Upon request, inform its customers as to the method of reading meters; and
  - (7) As required by law or the rules of the appropriate regulatory authority, provide Customers with a pamphlet containing customer service information. At least once each calendar year, the Company shall notify its customers that customer service information is available on request and without charge.
- (b) Customer complaints. Upon complaint to the Company by residential or small commercial by letter, electronic communication such as email or an inquiry via Company website, or by telephone, the Company shall promptly make a suitable investigation and advise the complainant of the results thereof. It shall keep a record of all complaints which shall show the name and address of the complainant, the date and nature of the complaint, and the adjustment and disposition thereof for a period of two years subsequent to the final disposition of the complaint. Complaints which require no further action by the Company need not be recorded.
- (c) Company response. Upon receipt of a complaint from the regulatory authority on behalf of a customer, the Company shall make a suitable investigation and advise the regulatory authority and complainant of the results thereof. An initial response must be made by the next working day. The

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utility must make a final and complete response within fifteen (15) days from the date of the complaint, unless additional time is granted within the 15-day period.. 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 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) A deferred payment plan offered by the Company, if reduced to writing, shall state, immediately preceding the space provided for the customer's signature and in bold face print at least two (2) sizes larger than any other font used, that "If you are not satisfied with this agreement, do not sign. If you are satisfied with 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." A similar agreement must be provided by a customer at the time of agreement, if recorded.
  - (4) A deferred payment plan may include a one-time five percent (5%) penalty for late payment on the original amount of the outstanding bill except in cases where the outstanding bill is unusually high as a result of the Company's error (such as an inaccurately estimated bill or an incorrectly read meter). A deferred payment plan shall not include a finance charge.
  - (5) If a customer for utility service fails to enter into a deferred payment agreement or has not fulfilled its terms, 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.
  - (6) If the Company institutes a deferred payment plan it shall not refuse a customer participation in such a program on the basis of race, color, creed, sex, marital status, age, or any other form of discrimination prohibited by law.
- (e) Delayed payment of bills by elderly persons.
- (1) Applicability. This subsection applies only:

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- (A) If the Company assesses late payment charges on residential customers and suspends service before the 26<sup>th</sup> day after the date of the bill for which collection action is taken; and
  - (B) To an elderly person, as defined in Paragraph (2) of this subsection, who is a residential customer and who occupies the entire premises for which a delay is requested.
- (2) Definition of “Elderly person”--A person who is 60 years of age or older..
  - (3) An elderly person may request that the Company implement the delay for either the most recent utility bill or for the most recent utility bill and each subsequent utility bill.
  - (4) On request of an elderly person, the Company shall delay without penalty the payment date of a bill for providing utility services to that person until the 25<sup>th</sup> day after the date on which the bill is issued.
  - (5) The Company may require the requesting person to present reasonable proof that the person is 60 years of age or older.
  - (6) The Company shall notify customers of this delayed payment option no less often than yearly. The Company may include this notice with other information provided pursuant to Subsection (a) of this section.

**23. RESIDENTIAL AVERAGE MONTHLY BILLING PROGRAM**

(a) DEFINITIONS

- (1) Under this provision, qualified Residential customers would have the option of participating in the Company’s Average Monthly Billing Program (“AMB”) as an alternative to the Company’s normal billing procedure. For “AMB” purposes, the following definitions shall apply:
  - (A) “Normal Bill” is an amount computed using the Company’s applicable residential rate schedule for service provided during a billing month.
  - (B) “Qualifying Customer” is a residential customer of the Company who has not had gas services suspended for non-payment and has not had a “Past Due” notice issued on an account during the immediately preceding twelve- (12-) month period.

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(b) AVAILABILITY

- (1) The Average Monthly Billing Program is available to any Qualifying Customer of the Company.

(c) OPERATION OF PROGRAM

- (1) Computation of Bills under the AMB:

- (A) Under the AMB, the Qualifying Customer shall receive a monthly "Average Bill" computed using the most recent twelve- (12-) month rolling average of the customer's Normal Bills rounded to the nearest dollar. The amount of the Average Bill and Normal Bill will appear on the customer's monthly billing statement. The cumulative difference between Normal Bills and the Average Bills rendered under the AMB will be carried in a deferred balance that will accumulate both debit and credit differences.

- (2) Effect of AMB on other Tariff Provisions:

- (A) Except as modified herein, participation in the AMB will have no effect on the Company's approved rate schedules or other billing charges used to calculate the customer's Normal Bill. Participation in the AMB shall have no effect on any other term or condition for providing service contained in the Company's tariffs including those provisions relating to termination or suspension of service.

- (3) Effects of Customer Discontinuance of AMB or Termination or Suspension of Service:

- (A) The customer may discontinue the AMB at any time by notifying the Company. If a customer requests discontinuance of AMB, if an account is final billed, or if the service is suspended by the Company as a result of past due amounts on an account, any outstanding balance owed the Company at the time, including any differences between billings under the AMB and Normal Bills which would have been rendered under normal billing procedures, shall be immediately due and payable. Likewise, any credit due to the customer shall be applied to the next bill or refunded, as appropriate.

**24. SUSPENSION OF GAS UTILITY SERVICE DISCONNECTION DURING AND AFTER AN EXTREME WEATHER EMERGENCY AND A SEVERE WEATHER EMERGENCY**

- (a) Disconnection prohibited. Consistent with § 7.460 of Title 16 of the Texas Administrative Code, "Suspension of Gas Utility Service Disconnection During an Extreme Weather Emergency," except where there is a known dangerous condition or a use of natural gas service in a manner that is dangerous or unreasonably interferes with service to others, the Company shall not disconnect natural gas service to:

- (1) a delinquent residential Customer during an extreme weather emergency. An extreme weather emergency means a day when the previous day's highest temperature did not exceed 32 degrees Fahrenheit and the temperature is predicted to remain at or below that



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level for the next 24 hours according to the nearest National Weather Station for the county where the customer takes service.

- (2) a delinquent residential Customer for a billing period in which the Company receives a written pledge, letter of intent, purchase order, or other written notification from an energy assistance provider that it is forwarding sufficient payment to continue service; or
  - (3) a delinquent residential Customer on a weekend day, unless personnel or agents of the Company are available for the purpose of receiving payment or making collections and reconnecting service.
- (b) Payment plans. The Company shall defer collection of the full payment of bills that are due during an extreme weather emergency until after the emergency is over and shall work with customers to establish a payment schedule for deferred bills as set forth in Paragraph (2)(D) of §7.45 of Title 16 of the Texas Administrative Code (“Quality of Service Rules”).
- (c) Notice. Once each year, beginning in the September or October billing periods the Company shall give notice to Customers as follows:
- (1) The Company shall provide a copy of Subsection (a), Section 24 of these General Rules and Regulations, related to a prohibited disconnection, to the social services agencies that distribute funds from the Low Income Home Energy Assistance Program within the Company’s service area.
  - (2) The Company shall provide a copy of Subsection (a), Section 24 of these General Rules and Regulations, related to a prohibited disconnection, to any other social service agency of which the provider is aware that provides financial assistance to low income Customers in the utility’s service area.
  - (3) The Company shall provide a copy of Subsection (a), Section 24 of these General Rules and Regulations, related to a prohibited disconnection, to all residential Customers of the Company and Customers who are owners, operators, or managers of master metered systems.
- (d) Severe Weather Emergency. This subsection applies in the event of a Severe Weather Emergency as the term Severe Weather Emergency is defined by the National Weather Service. In and after a Severe Weather Emergency, and in the service area affected by the Severe Weather Emergency, the Company may make exceptions to these General Rules and Regulations and other Company tariffs to ensure continuity of service and facilitate timely and efficient restoration of service to customers in the affected area.