

**BEFORE THE
RAILROAD COMMISSION OF TEXAS**

STATEMENT OF INTENT OF	§	
CENTERPOINT ENERGY RESOURCES	§	
CORP. D/B/A CENTERPOINT ENERGY	§	GAS UTILITIES DOCKET NO.
ENTEX AND CENTERPOINT ENERGY	§	10567 AND CONSOLIDATED
TEXAS GAS TO INCREASE RATES IN	§	DOCKETS
THE HOUSTON DIVISION AND TEXAS	§	
COAST DIVISION	§	

FINAL ORDER

Notice of Open Meeting to consider this Order was duly posted with the Secretary of State within the time period provided by law pursuant to TEX. GOV'T CODE ANN. Chapter 551, *et seq.* (Vernon 2008 & Supp. 2015). The Railroad Commission of Texas adopts the following findings of fact and conclusions of law and orders as follows:

FINDINGS OF FACT

1. CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint") is a gas utility as that term is defined in the Texas Utility Code and is subject to the jurisdiction of the Railroad Commission of Texas (Commission).
2. On November 16, 2016, CenterPoint filed a *Statement of Intent to Increase Rates on a Division-Wide Basis in the Houston Division and Texas Coast Division*. That filing was docketed as GUD No. 10567.
3. On December 6, 2016, the Commission suspended the implementation of CenterPoint's proposed rates for 150 days.
4. Through a *Joint Motion to Abate and Amend the Procedural Schedule to Facilitate Settlement Discussions*, filed on February 3, 2017, the CenterPoint extended the effective date to January 7, 2017, which also extended the statutory deadline to June 6, 2017.
5. For all customers located in unincorporated or environs areas, CenterPoint published a Public Notice of its *Statement of Intent* to increase rates in its Houston Division and Texas Coast Division, once a week in the Houston Chronicle, a newspaper of general circulation, for four or more consecutive weeks beginning on approximately December 18, 2016, in accordance with Gas Utility Regulatory Act (GURA) §104.103(a) and 16 TEX. ADMIN. CODE §§ 7.230 AND 7.235 (2015).
6. The publication of notice meets the statutory and rule requirements of notice and provides sufficient information to ratepayers about the proposed rate

increase in the *Statement of Intent*, in accordance with GURA §104.103(a) and 16 TEX. ADMIN. CODE §§7.230 AND 7.235 (2015).

7. CenterPoint proposes to implement the proposed rates on a division-wide basis and also filed a *Statement of Intent* to increase rates for the municipalities in the Houston Division and Texas Coast Division.
8. The following municipalities surrendered jurisdiction to the Commission: Clear Lake Shores, Cut and Shoot, Danbury, El Lago Galena Park, Hillcrest Village, Hitchcock, Jacinto City, Jones Creek, Liverpool, New Waverly, Panorama Village, Pleak, Richwood, Roman Forest, South Houston, Southside Place, West University Place, Weston Lakes, and Willis, in accordance with TEX. UTIL. CODE ANN. §§ 102.001 (a)(1)(A) and (B), and 103.003 (Vernon 2007 and Supp. 2015).
9. Effective March 1, 2017, the City of Bellaire surrendered jurisdiction to the Commission, in accordance with TEX. UTIL. CODE ANN. §§ 102.001 (a)(1)(A) and (B), and 103.003 (Vernon 2007 and Supp. 2015).
10. Staff of the Railroad Commission ("Staff") and Gulf Coast Coalition of Cities ("GCCC") intervened on November 17, 2016.
11. The GCCC cities include the following: Alvin, Brookshire, Bunker Hill, Clear Lake Shores, Deer Park, Dickinson, Friendswood, Fulshear, Hedwig Village, Hilshire Village, Hunter's Creek Village, Jersey Village, Kemah, La Marque, Lake Jackson, Manvel, Missouri City, Mont Belvieu, Morgan's Point, Nassau Bay, Piney Point Village, Rosenberg, Santa Fe, Seabrook, South Houston, Spring Valley Village, Stafford, Sugar Land, Taylor Lake Village, Texas City, Webster, and Weston Lakes.
12. The City of Houston and Houston Coalition of Cities ("Houston/HCOG") intervened on November 28, 2016, and on March 8, 2017, respectively.
13. The Houston/HCOG cities include the following: Houston and Pasadena.
14. Texas Coast Utilities Coalition ("TCUC") intervened on November 30, 2016.
15. The TCUC cities include the following: Angleton, Baytown, Clute, Freeport, League City, Pearland, Shoreacres, West Columbia, and Wharton.
16. The rate case expense portion of the *Statement of Intent* filed by CenterPoint on November 16, 2016 was initially severed as GUD No. 10579 on January 3, 2017.
17. The City of Meadows Place denied the *Statement of Intent* filed by CenterPoint on November 22, 2016, and CenterPoint filed an appeal with the Commission. The case was docketed as GUD No. 10574, and a motion to consolidate was granted on February 17, 2017.

18. On January 9, 2017, CenterPoint filed errata to correct certain errors in its initial filing.
19. On February 3, 2017, the parties filed a *Joint Motion to Abate and Amend the Procedural Schedule to Facilitate Settlement Discussions*; which was granted on February 6, 2017.
20. On February 21, 2017, Houston/HCOG, GCCC, and TCUC pre-filed direct testimony.
21. On February 28, 2017, Staff pre-filed direct testimony.
22. On March 14, 2017, CenterPoint filed rebuttal testimony.
23. On March 17, 2017, the parties notified the Examiners that they had reached an agreement in principle that resolved all issues in the proceeding.
24. On March 21, 2017, the Examiners convened a duly-noticed hearing on the merits in the proceeding to take comments and discuss administrative matters relating to the *Unanimous Settlement Agreement*.
25. On April 7, 2017, the parties filed the *Unanimous Settlement Agreement*, which resolved all issues and no issues were preserved for further litigation.
26. The cities of Angleton, Baytown, Bunker Hill Village, Conroe, Dickinson, Fulshear, Hilshire Village, Houston, Hunters Creek Village, Iowa Colony, Jersey Village, La Marque, Lake Jackson, League City, Manvel, Missouri City, Morgan's Point, Nassau Bay, Pasadena, Pearland, Piney Point Village, Rosenberg, Santa Fe, Seabrook, Shoreacres, Spring Valley Village, Texas City, Webster, and Wharton denied the *Statement of Intent*, and CenterPoint filed an appeal with the Commission. The case was docketed as GUD No. 10620, and a motion to consolidate was granted on April 25, 2017.
27. The cities of Alvin, Deer Park, Friendswood, Hedwig Village, Kemah, Stafford, Sugar Land, and Taylor Lake Village denied the *Statement of Intent*, and CenterPoint filed an appeal with the Commission. The case was docketed as GUD No. 10623, and a motion to consolidate was granted on May 4, 2017.
28. CenterPoint established that it maintains its books and records in accordance with the Federal Energy Regulatory Commission's ("FERC") Uniform System of Accounts ("USOA") prescribed for Natural Gas Companies.
29. CenterPoint established that it has fully complied with the books and records requirements of Commission Rule 7.310, and the amounts included therein are therefore subject to the presumption encapsulated in Commission Rule 7.503 that these amounts are reasonable and necessary.

30. The test-year in this filing is based upon the financial data for the twelve-month period ended June 30, 2016, adjusted for known and measurable changes.
31. The proposed rate increase is driven by several factors that include, but are not limited to, increased infrastructure investment, rising operating costs, and necessity to earn a reasonable rate of return.
32. CenterPoint's initial filing requested consolidation of CenterPoint's Houston and Texas Coast Divisions into a new, single division.
33. CenterPoint initially requested in its Errata filing a revenue requirement increase of approximately \$31,357,668 for a consolidated Houston and Texas Coast Division.
34. The *Unanimous Settlement Agreement* contemplates a \$16,500,000 combined revenue increase for the Houston and Texas Coast Divisions in a "black box" amount; meaning that it is not tied to any specific expense in CenterPoint's underlying cost-of-service.
35. This represents a decrease from the Errata filing of \$14,857,668, which is a decrease of nearly 50 percent compared to the Errata filing.
36. The parties have established that the proposed revenue increase of \$16,500,000 is just and reasonable.
37. The proposed division-wide rates will affect the following classes of customers in the Houston and Texas Coast Division: Residential (RS), General Service – Small (GSS), and General Service – Large Volume (GSLV).
38. With respect to the CenterPoint's original request to consolidate the general service tariffs in the Houston and Texas Coast Divisions, and the Purchase Gas Adjustment (PGA) tariffs for those divisions, the parties agree to consolidation of the PGA tariffs within the Houston and Texas Coast Divisions.
39. The *Unanimous Settlement Agreement* does not agree to the consolidation of the general service tariffs. However, the same initial rates—customer charge and volumetric—are agreed to for both divisions and a consolidated Earnings Monitoring Report ("EMR") will be used for the Houston and Texas Coast Divisions in future Interim Rate Adjustment ("IRA") filings that will serve the purpose of Texas Utilities Code 104.301(f) and (g) for any IRA in the Houston and Texas Coast Divisions.
40. In accordance with the *Unanimous Settlement Agreement*, separate IRA filings will be made in the Houston and Texas Coast Divisions.
41. The *Unanimous Settlement Agreement* also provides that CenterPoint will provide a summary of IRA filings since GUD No. 10567 in the Houston and

Texas Coast Divisions to Houston/HCOG, TCUC, GCCC, and Staff 60 days prior to filing its next Statement of Intent filing in those divisions.

42. The rates reflected in the *Unanimous Settlement Agreement*, and the customer charges set forth therein, are just and reasonable for both the Houston and Texas Coast Divisions.

	Customer Charge	Single Block Volumetric
Residential	\$15.75	\$0.07431 per Ccf at 14.95 pressure base
General Service – Small	\$18.25	\$0.05839 per Ccf at 14.95 pressure base
General Service – Large Volume	\$180.00	\$0.08296 per Ccf at 14.65 pressure base \$0.08466 per Ccf at 14.95 pressure base

43. The following capital structure, cost of debt, cost of equity, weighted cost of capital, overall rate of return, and pre-tax return included in the *Unanimous Settlement Agreement* for both the Houston and Texas Coast Divisions are just and reasonable.

Class of Capital	Percent	Cost	Weighted Cost of Capital	Pre-tax Return
Long-Term Debt	44.85%	6.0853%	2.7293%	2.7293%
Common Equity	55.15%	9.6000%	5.2944%	8.1452%
Weighted Average Cost of Capital	100.00%		8.0237%	10.8745%

44. The *Unanimous Settlement Agreement* is just and reasonable to require that any future IRA filings in the Houston and Texas Coast Divisions pursuant to TEX. UTIL. CODE ANN. § 104.301 shall use the following factors until changed by a subsequent rate proceeding:

- a. The capital structure and related components as shown in Finding of Fact No. 43 above.
- b. For any initial IRA filing in the Houston Division, the beginning amount of ad valorem taxes at a Houston Division level is \$9,956,627 and the standard sales service amount is \$9,630,344. For any initial IRA filing in the Texas Coast Division, the beginning amount of ad valorem taxes at a Texas Coast Division level is \$2,883,776 and the standard sales

service amount is \$2,789,273. Margin tax will be calculated using a 0.75 percent factor until or unless changed by statute.

- c. For any initial IRA filing in the Houston Division, the rate base amount for standard sales service is \$512,390,716 for calculating the federal income tax on related schedules in the IRA filing. For any initial IRA filing in the Texas Coast Division, the rate base amount is \$159,394,412 for calculating the federal income tax on related schedules in the IRA filing.
- d. For any initial IRA filing in the Houston and Texas Coast Divisions, the Net Investment, which includes detail of Plant in Service amounts by Fixed Capital Account ("FCA") along with the associated depreciation rate for each account, shall be as shown on Exhibit C to the *Unanimous Settlement Agreement*.
- e. For any initial IRA filing in the Houston and Texas Coast Divisions, the customer charges and volumetric rates, as noted in Finding of Fact No. 42 above, will be the starting rates to apply to any IRA adjustment.
- f. For IRA filings in the Houston and Texas Coast Divisions, the base rate revenue allocation factors to spread any change in IRA increase/decrease to the appropriate customer classes is as follows:

Residential	General Service – Small	General Service – Large
90.1796%	6.5762%	3.2442%

- g. For IRA filings in the Houston and Texas Coast Divisions, the standard sales service allocation factor is 96.7230 percent.
45. The *Unanimous Settlement Agreement* is just and reasonable to agree that CenterPoint may pursue recovery of a deferred benefit regulatory asset or liability pursuant to GURA § 104.059 in a future filing. The following amounts are established as the base-year levels to track changes in pension-related and other post-employment benefits:
- a. Retirement Plan – FAS 87 – For Houston, \$6,279,292; for Texas Coast, \$1,855,496;
 - b. Benefit Restoration Plan – FAS 87 – For Houston, \$620,257; for Texas Coast \$184,214;
 - c. Postemployment – FAS 112 – For Houston, \$498,986; for Texas Coast, \$146,618; and
 - d. Postretirement – FAS 106 – For Houston, \$935,217; for Texas Coast, \$276,435.
46. It is reasonable to establish the depreciation rates reflected in Exhibit C to the *Unanimous Settlement Agreement* for the Houston and Texas Coast Divisions.

47. It is reasonable that, in accordance with the *Unanimous Settlement Agreement*, the rate case expense surcharges approved as a result of the settlement in GUD No. 10432 will continue until the amounts to be collected under those surcharges are collected.
48. It is reasonable, in accordance with the *Unanimous Settlement Agreement*, for CenterPoint to make an IRA true-up in the amount of \$651,175 via a one-time refund bill credit to Houston Division customers and that future ad valorem tax true-ups may occur in IRA filings.
49. CenterPoint's initial application requested approval of a System Safety and Integrity Rider. Consistent with the *Unanimous Settlement Agreement*, it is reasonable that CenterPoint may establish a regulatory asset to track amounts incurred above or below the \$3,961,864 for the Houston Division and \$771,061 for the Texas Coast Division amount of third-party system safety and integrity expenses identified in base rates and request recovery of the amounts in the asset in a future Statement of Intent filing.
50. It is reasonable that CenterPoint file an annual report detailing any increase or decrease above or below the benchmark amounts of \$3,961,864 for the Houston Division and \$771,061 for the Texas Coast Division identified in base rates for third-party system safety and integrity expenses with Staff within 90 days after each calendar year end.
51. It is reasonable, in accordance with the *Unanimous Settlement Agreement*, for CenterPoint to account for its requested Severance Asset, Deferred Benefit Asset, and Commission Rule § 8.209 Asset using a 5-year amortization period.
52. It is reasonable, consistent with the *Unanimous Settlement Agreement*, for internal audit and external reporting purposes that CenterPoint be allowed to establish a regulatory asset for its Unrecovered Post-Retirement Liability and to amortize that asset over 5 years. CenterPoint will recognize the annual amortization in the employee expense related reserve in rate base.
53. It is reasonable, in accordance with the *Unanimous Settlement Agreement* and consistent with the CenterPoint's request, for CenterPoint to recover gas-related bad-debt costs through its PGA.
54. It is reasonable, in accordance with the *Unanimous Settlement Agreement*, that: (a) CenterPoint be allowed to reconcile through its PGA over-recoveries related to surcharges; (b) CenterPoint shall provide notice to Staff of any reconciling item to be included in the PGA; and (c) CenterPoint shall clearly identify and include details of any reconciling item in its annual PGA reconciliation report submitted to Staff.
55. It is reasonable, in accordance with the *Unanimous Settlement Agreement*, that CenterPoint shall seek review and approval from the Commission for any FERC participation 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.

56. It is reasonable, in accordance with the *Unanimous Settlement Agreement*, that CenterPoint may include amounts in connection with plant investment qualifying for regulatory asset treatment under Commission Rule § 8.209(j) in its annual IRA filings.
57. During the test-year, services were provided to the Houston and Texas Coast Divisions by certain affiliates: CenterPoint Energy Service Company, LLC, ("Service Company"), CenterPoint Energy Houston Electric, LLC, and other divisions of CenterPoint's gas operations.
58. The Service Company personnel carry out corporate oversight and managerial functions for CenterPoint Energy, Inc. ("CNP") and its business units and are comprised of four main groups: Corporate Services, Technology Operations, Business and Operations Support, and Regulated Operations Management.
59. CenterPoint has established that the services provided by its affiliates on behalf of the Houston Division and Texas Coast Division are reasonable and necessary.
60. The affiliate expenses included in the CenterPoint's filing are reasonable and necessary costs of providing gas utility service, and the prices charged to the Houston Division and Texas Coast Division are no higher than the prices charged by the supplying affiliate to other affiliates or divisions of CenterPoint, or to a non-affiliated person for the same item or class of items.
61. On January 3, 2017, the rate case expenses from GUD No. 10567 were severed into GUD No. 10579, styled as *Rate Case Expenses Severed from GUD No. 10567*. After receipt of the *Unanimous Settlement Agreement*, consistent with the agreement of the parties, GUD No. 10579 was consolidated with GUD No. 10567.
62. CenterPoint has established that its actual rate case expenses totaling \$1,090,326.34 and estimated rate case expenses totaling \$142,732.68—combined totaling \$1,233,059.02—are just and reasonable.
63. Houston/HCOG has established that its actual rate case expenses totaling \$438,716.11 and estimated rate case expenses totaling \$30,000—combined totaling \$468,716.11—are just and reasonable.
64. GCCC has established that its actual rate case expenses totaling \$135,708.10 and estimated rate case expenses totaling \$30,000—combined totaling \$165,708.10—are just and reasonable.

65. TCUC has established that its actual rate case expenses totaling \$143,026.08 and estimated rate case expenses totaling \$3,500—combined totaling \$146,526.08—are just and reasonable.
66. The hourly rates for attorneys and consultants in connection with the above amounts, as treated in the Proposal for Decision, were reasonable rates charged by firms in cases addressing utility rate matters.
67. The underlying work done in connection with the above rate case expense amounts satisfy the factors in Commission Rule § 7.5530(b).
68. The amount of work done and the time and labor required to accomplish the work was reasonable given the nature of the issues addressed.
69. The complexity and expense of the work was relevant and reasonably necessary to the proceeding, and was commensurate with both the complexity of the issues and necessary to completing the matter before the Commission.
70. The total just and reasonable rate case expenses for CenterPoint, Houston/HCOG, GCCC and TCUC are \$2,014,009.31.
71. It is reasonable that the recovery of \$2,014,009.31 in total rate case expenses be over an approximate twelve-month (12) period with the surcharge separately stated on each bill.
72. It is reasonable to recover CenterPoint litigation and estimated expenses equally from all customers, including customers within the incorporated and unincorporated areas of the Houston and Texas Coast Divisions. These expenses were incurred as a result of participation by the intervenors, which benefitted all customers.
73. It is reasonable to recover Houston/HCOG, GCCC, and TCUC litigation and estimated expenses equally from all customers, including customers within the incorporated and unincorporated areas of the Houston and Texas Coast Divisions. Participation by these intervenors benefitted all customers.
74. It is reasonable for CenterPoint to file annually, due on or before April 1, a rate case expense recovery report with the Commission's Oversight and Safety Division, referencing GUD No. 10567. The report shall include the amount of rate case expense recovered by month and the outstanding balance by month as set out in Rate Schedules RCE 11 and 12.
75. It is reasonable that CenterPoint, Houston/HCOG, GCCC, and TCUC submit to Staff invoices reflecting actual rate case expenses with sufficient detail so that Staff can accurately audit such invoices for the purposes of reconciling estimated rate case expenses to actual rate case expenses. In no case shall the total actual or estimated expenses for any party exceed the expense amounts approved herein.

76. It is just and reasonable that the recommended recovery rate of \$0.13 per bill be uniformly allocated for Residential, General Service Small, and General Service Large Volume customers in the Houston and Texas Coast Divisions.
77. It is reasonable for CenterPoint to reimburse the rate case expense amounts approved herein within 30 days of the issuance of this Final Order.
78. It is reasonable for the rate case expense recovery to be properly reconciled annually with the Commission's Oversight & Safety Director to ensure that no under-recovery or over-recovery occurs to customers or to CenterPoint.
79. The tariffs attached to this Final Order are just and reasonable.

CONCLUSIONS OF LAW

1. CenterPoint is a gas utility as defined in TEX. UTIL. CODE ANN. §§ 101.003(7) and 121.001 (Vernon 2007 and Supp. 2015) and is therefore subject to the jurisdiction of the Commission.
2. The Commission has jurisdiction over CenterPoint and CenterPoint's *Statement of Intent* under TEX. UTIL. CODE ANN. §§ 102.001, 103.022, 103.054, & 103.055, 104.001, 104.001 and 104.201 (Vernon 2007 and Supp. 2015).
3. Under TEX. UTIL. CODE ANN. §102.001 (Vernon 2007 and Supp. 2015), the Commission has exclusive original jurisdiction over the rates and services of a gas utility that distributes natural gas in areas outside of a municipality and over the rates and services of a gas utility that transmits, transports, delivers, or sells natural gas to a gas utility that distributes the gas to the public.
4. Under TEX. UTIL. CODE ANN. §102.001 (Vernon 2007 and Supp. 2015), the Commission has exclusive original jurisdiction over the rates and services of a gas utility for the areas inside a municipality that surrenders/cedes its jurisdiction to the Commission. The following cities ceded their municipal original jurisdiction: Clear Lake Shores, Cut and Shoot, Danbury, El Lago, Galena Park, Hillcrest Village, Hitchcock, Jacinto City, Jones Creek, Liverpool, New Waverly, Panorama Village, Pleak, Richwood, Roman Forest, South Houston, Southside Place, West University Place, Weston Lakes, and Willis.
5. The Commission has exclusive appellate jurisdiction pursuant to UTIL. CODE ANN. §§102.001 (b) and 103.001, *et seq.* (Vernon 2007 and Supp. 2015) to review a decision by a municipality that exercises its exclusive original jurisdiction, so long as, the decision is appealed in accordance with Gas Utility Regulatory Act (GURA) §103.051, *et seq.*
6. The Commission has exclusive appellate jurisdiction over the City of Meadows Place.

7. The Commission has exclusive appellate jurisdiction over the cities of Angleton, Baytown, Bunker Hill Village, Conroe, Dickinson, Fulshear, Hilshire Village, Houston, Hunters Creek Village, Iowa Colony, Jersey Village, La Marque, Lake Jackson, League City, Manvel, Missouri City, Morgan's Point, Nassau Bay, Pasadena, Pearland, Piney Point Village, Rosenberg, Santa Fe, Seabrook, Shoreacres, Spring Valley Village, Texas City, Webster, and Wharton.
8. The Commission has exclusive appellate jurisdiction over the cities of Alvin, Deer Park, Friendswood, Hedwig Village, Kemah, Stafford, Sugar Land, and Taylor Lake Village.
9. The following cities retained their municipal exclusive original jurisdiction: Beach City, Beasley, Brookshire, Brookside Village, Clute, East Bernard, Freeport, Humble, Katy, Kendleton, La Porte, Montgomery, Needville, Orchard, Oyster Creek, Richmond, and Wallis. Because they took no action on CenterPoint's proposed rates, the proposed rates took effect in those cities on January 10, 2017.
10. The City of Bellaire retained its municipal exclusive original jurisdiction beyond January 7, 2017. Because it took no action on CenterPoint's proposed rates, the proposed rates took effect in the City of Bellaire on January 10, 2017.
11. The following cities retained their municipal exclusive original jurisdiction: Mont Belvieu, Oak Ridge North, Shenandoah, and West Columbia. Because these cities took action to suspend CenterPoint's proposed rates but later took no action on CenterPoint's proposed rates, the proposed rates were eligible to take effect in those cities on April 7, 2017.
12. This proceeding was conducted in accordance with the requirements of GURA §§101.001 *et seq.*, (Vernon 2007 and Supp. 2015) and the Administrative Procedure Act, TEX. GOV'T CODE ANN. § 2001.001 *et seq.*, (Vernon 2008 and Supp. 2015) (APA).
13. TEX. UTIL. CODE ANN. §104.107 (Vernon 2007 and Supp. 2015) provides the Commission's authority to suspend the operation of the schedule of proposed rates for 150 days from the date the schedule would otherwise go into effect.
14. The proposed rates constitute a major change as defined by TEX. UTIL. CODE ANN. §104.101 (Vernon 2007 and Supp. 2015).
15. In accordance with TEX. UTIL. CODE ANN. §104.103 (Vernon 2007 and Supp. 2015), 16 TEX. ADMIN. CODE ANN. §§ 7.230 and 7.235, adequate notice was properly provided.
16. In accordance with TEX. UTIL. CODE ANN. §104.102 (Vernon 2007 and Supp. 2015), 16 TEX. ADMIN. CODE ANN. §§ 7.205 and 7.210, CenterPoint filed its *Statement of Intent to Increase Rates in the Houston Division and Texas Coast Division*.

17. In this proceeding, CenterPoint has the burden of proof under TEX. UTIL. CODE ANN. §104.008 (Vernon 2007 and Supp. 2015) to show that the proposed rate changes are just and reasonable.
18. CenterPoint met its burden of proof with respect to the requested relief in the *Unanimous Settlement Agreement*, as approved in this Final Order.
19. The revenue, rates, rate design, and service charges proposed by CenterPoint, the parties in the *Unanimous Settlement Agreement* and identified in the schedules attached to this Final Order are just and reasonable, are not unreasonably preferential, prejudicial, or discriminatory, and are sufficient, equitable, and consistent in application to each class of consumer, as required by TEX. UTIL. CODE ANN. (Vernon 2007 and Supp. 2015).
20. The Commission has assured that the rates, operations, and services established in this docket are just and reasonable to customers and to CenterPoint in accordance with the stated purpose of the Texas Utilities Code, Subtitle A, expressed under TEX. UTIL. CODE ANN. §101.002 (Vernon 2007 and Supp. 2015).
21. The overall revenues as established by the findings of fact and attached schedules are reasonable; fix an overall level of revenues for CenterPoint that will permit it a reasonable opportunity to earn a reasonable return on its invested capital used and useful in providing service to the public over and above its reasonable and necessary operating expenses, as required by TEX. UTIL. CODE ANN. § 104.051 (Vernon 2007 and Supp. 2015); and otherwise comply with Chapter 104 of the Texas Utilities Code.
22. The revenue, rates, rate design, and service charges proposed will not yield to CenterPoint more than a fair return on the adjusted value of the invested capital used and useful in rendering service to the public, as required by TEX. UTIL. CODE ANN. § 104.052 (Vernon 2007 and Supp. 2015).
23. The rates established in this docket comport with the requirements of TEX. UTIL. CODE ANN. §104.053 (Vernon 2007 and Supp. 2015) and are based upon the adjusted value of invested capital used and useful, where the adjusted value is a reasonable balance between the original cost less depreciation and current cost less an adjustment for present age and condition.
24. The rates established in this case comply with the affiliate transaction standard set out in TEX. UTIL. CODE ANN. § 104.055 (Vernon 2007 and Supp. 2015). Namely, in establishing a gas utility's rates, the regulatory authority may not allow a gas utility's payment to an affiliate for the cost of a service, property, right or other item or for an interest expense to be included as capital cost or an expense related to gas utility service, except to the extent that the regulatory authority finds the payment is reasonable and necessary for each item or class of items as determined by the regulatory authority. That finding

must include: (1) a specific finding of reasonableness and necessity to each class of items allowed; and (2) a finding that the price to the gas utility is no higher than the prices charged by the supplying affiliate to its other affiliates or divisions or to a non-affiliated person for the same item or class of items.

25. The rates established in this case comply with TEX. UTIL. CODE ANN. § 104.003(a), which provides that a rate may not be unreasonably preferential, prejudicial, or discriminatory but must be sufficient, equitable, and consistent in application to each class of consumer. Consistent with the rates, tariffs, and terms approved herein, it is appropriate to treat as a single class two or more municipalities that CenterPoint serves.
26. The rate case expenses approved herein are reasonable and comply with TEX. UTIL. CODE ANN. §103.022(b) and 16 TEX. ADMIN. CODE § 7.5530(a)-(b).
27. The jurisdiction of the Commission in these consolidated cases does not extend to municipalities that are not parties to this proceeding. TEX. UTIL. CODE ANN. §§ 102.001 and 103.055.
28. It is reasonable for the Commission to allow CenterPoint to include a Purchased Gas Adjustment Clause in its rates to provide for the recovery of its gas costs, in accordance with 16 TEX. ADMIN. CODE § 7.5519.
29. CenterPoint is required under 16 TEX. ADMIN. CODE § 7.315 to file electronic tariffs incorporating rates consistent with this Final Order within 30 days of the date of this Final Order.
30. Because it has established that its books and records conform with 16 TEX. ADMIN. CODE § 7.310, CenterPoint is entitled to the presumption that the amounts included therein are reasonable and necessary in accordance with Commission Rule 7.503.

IT IS THEREFORE ORDERED that the proposed schedule of rates under the *Unanimous Settlement Agreement* is hereby **APPROVED**.

IT IS FURTHER ORDERED that the rates, rate design, and service charges established in the findings of fact, conclusions of law, and as shown on the attached tariffs for CenterPoint are **APPROVED**.

IT IS FURTHER ORDERED that the factors established for future interim rate adjustments in Findings of Fact No. 44 and included in Paragraph 5 of the *Unanimous Settlement Agreement* are **APPROVED**.

IT IS FURTHER ORDERED that CenterPoint file an annual report with the Commission detailing any increase or decrease above or below the benchmark amounts of \$3,961,864 for the Houston Division and \$771,061 for the Texas Coast Division, set in this docket, for third-party system safety and integrity expenses within 90 days after each calendar year end.

IT IS FURTHER ORDERED that CenterPoint shall reimburse Houston/HCOG, TCUC, and GCCC their reasonable rate case expenses as approved herein and that the attached tariffs are just and reasonable.

IT IS FURTHER ORDERED that final actual incurred rate case expenses be filed with the Commission through completion of the case within 30 days of issuance of this Final Order.

IT IS FURTHER ORDERED that CenterPoint file an annual Rate Case Expense Report with Staff detailing recovery of rate case expenses approved herein within 90 days after each calendar year end until the calendar year end in which the rate case expenses are fully recovered.

IT IS FURTHER ORDERED that the *Unanimous Settlement Agreement* and tariffs attached to this Final Order are hereby **APPROVED**.

IT IS FURTHER ORDERED that, in accordance with 16 TEX. ADMIN. CODE § 7.315, within 30 days of the date this Order, CenterPoint shall electronically file tariffs and rate schedules with the Director of the Commission's Oversight & Safety Division. The tariffs shall incorporate rates, rate design, and service charges consistent with this Final Order.

IT IS FURTHER ORDERED that all proposed findings of fact and conclusions of law not specifically adopted in this Final Order are hereby **DENIED**.

IT IS FURTHER ORDERED that all pending motions and requests for relief not previously granted or granted herein are hereby **DENIED**.

IT IS FURTHER ORDERED this Order will not be final and effective until 25 days after the Commission's Order is signed. If a timely motion for rehearing is filed by any party at interest, this Order shall not become final and effective until such motion is overruled, or if such motion is granted, this order shall be subject to further action by the Commission. The time allotted for Commission action on a motion for rehearing in this docket prior to its being overruled by operation of law is hereby extended until 100 days from the date this Order is signed.

SIGNED this 23rd day of May, 2017.

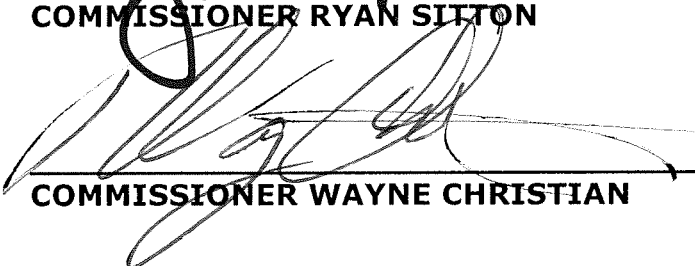
RAILROAD COMMISSION OF TEXAS



CHAIRMAN CHRISTI CRADDICK

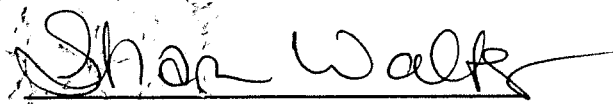


COMMISSIONER RYAN SITTON



COMMISSIONER WAYNE CHRISTIAN

ATTEST:



Deputy SECRETARY

Gas Utilities Docket No. 10567

FINAL ORDER

ATTACHMENT 1

GUD NO. 10567

STATEMENT OF INTENT OF	§	
CENTERPOINT ENERGY	§	
RESOURCES CORP. D/B/A	§	BEFORE THE
CENTERPOINT ENERGY ENTEX	§	RAILROAD COMMISSION
AND CENTERPOINT ENERGY	§	OF TEXAS
TEXAS GAS TO INCREASE RATES IN	§	
THE HOUSTON DIVISION AND	§	
TEXAS COAST DIVISION	§	

UNANIMOUS SETTLEMENT AGREEMENT

This Unanimous Settlement Agreement is entered into by and between CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or the "Company"); the City of Houston/Houston Coalition of Cities ("COH/HCOC"), the Texas Coast Utilities Coalition ("TCUC"); the Gulf Coast Coalition of Cities ("GCCC"); and the Staff of the Railroad Commission of Texas ("Staff"), (collectively, the "Signatories").

WHEREAS, on November 16, 2016, CenterPoint filed its Statement of Intent to Increase Rates in the Houston Division and Texas Coast Division with the Railroad Commission of Texas ("Commission") and each of the cities in the Houston Division and Texas Coast Division retaining original jurisdiction; and

WHEREAS, the Commission docketed the rate request as GUD No. 10567; and

WHEREAS, COH/HCOC, GCCC, TCUC, and Commission Staff sought intervention and were granted party status in GUD No. 10567; and

WHEREAS, the cities within COH/HCOC, GCCC, and TCUC have either denied the Company's rate request, which denials were subsequently appealed to the Commission, or will soon deny the Company's request so that those denials can be appealed to the Commission; and

WHEREAS, the Company will seek the consolidation of all municipal appeals with GUD No. 10567; and

WHEREAS, CenterPoint has filed direct testimony and errata to its Statement of Intent; and

WHEREAS, the direct testimony of COH/HCOC, GCCC, and TCUC was filed on February 21, 2017, Commission Staff filed direct testimony on February 28, 2017, and CenterPoint filed rebuttal testimony on March 14, 2017; and

WHEREAS, the Signatories agree that CenterPoint's Application, Proof of Notice, errata to its Statement of Intent, and all Signatories' direct and rebuttal testimonies, not containing

Highly Sensitive and/or Confidential designations may be admitted into evidence in support of this Unanimous Settlement Agreement; and

WHEREAS, the parties have engaged in significant discovery regarding the issues in dispute; and

WHEREAS, the Signatories agree that resolution of this docket by settlement agreement will significantly reduce the amount of reimbursable rate case expenses associated with this docket;

NOW, THEREFORE, in consideration of the mutual agreements and covenants established herein, the Signatories, through their undersigned representatives, agree to and recommend for approval by the Commission the following Settlement Terms as a means of concluding the above-referenced docket filed by CenterPoint on behalf of its Houston Division and Texas Coast Division without the need for prolonged litigation:

Settlement Terms

1. As a product of compromise and for the purposes of settlement, the Signatories agree to the rates, terms and conditions reflected in the tariffs attached to this Unanimous Settlement Agreement as Exhibit A. The tariffs attached as Exhibit A replace and supersede those tariffs currently in effect in the Houston Division and Texas Coast Division. These tariffs are premised on an increase of an additional \$16.5 million in annual revenues as illustrated in the proof of revenues attached as part of Exhibit B to this Unanimous Settlement Agreement in CenterPoint's Houston Division and Texas Coast Division. Except as specifically provided herein, the Signatories agree that the \$16.5 million revenue increase is a "black box" figure and is not tied to any specific expense in the underlying cost of service within CenterPoint's Houston Division or Texas Coast Division. The Signatories further agree that the rates, terms and conditions reflected in Exhibit A to this Unanimous Settlement Agreement comply with the rate-setting requirements of Chapter 104 of the Texas Utilities Code. The gas rates, terms and conditions established by this Unanimous Settlement Agreement shall be effective upon approval by the Commission.
2. With respect to the Company's request to consolidate the general service tariffs in the Houston Division and Texas Coast Division, and the Purchase Gas Adjustment ("PGA") tariffs for those divisions, the Signatories agree to partial consolidation consisting of:
 - Consolidation of the PGA tariffs within the Houston and Texas Coast Divisions.
 - The same initial rates (customer charge and volumetric) are agreed to for both divisions and the factors identified in Paragraph 5 below are established in this proceeding.
 - A consolidated Earnings Monitoring Report ("EMR") will be used for the Houston and Texas Coast Divisions in future Interim Rate Adjustment ("IRA") filings that will serve the purpose of Texas Utilities Code 104.301(f) and (g) for any IRA in the Texas Coast and Houston Divisions.
 - Separate IRA filings will be made in the Houston and Texas Coast Divisions.

- The Company will provide a summary of IRA filings since GUD No. 10567 in the Texas Coast and Houston Divisions to COH/HCOG, TCUC, GCCC, and Staff 60 days prior to filing its next Statement of Intent filing in those divisions.
3. The Signatories agree to the following customer charges and volumetric rates. These rates are based on test year-end customer count and are reflected in the rate schedules attached as Exhibit A.

	Customer Charge	Single Block Volumetric
Residential	\$15.75	\$0.07431 per Ccf at 14.95 pressure base
General Service – Small	\$18.25	\$0.05839 per Ccf at 14.95 pressure base
General Service – Large	\$180.00	\$0.08296 per Ccf at 14.65 pressure base
Volume		\$0.08466 per Ccf at 14.95 pressure base

4. The Signatories agree to use of the following capital structure and weighted cost of capital, including the pre-tax return, as shown below. This capital structure and weighted cost of capital shall be used in future IRA filings.

Class of Capital	Percent	Cost	Weighted Cost of Capital	Pre-tax Return
Long-Term Debt	44.85%	6.0853%	2.7293%	2.7293%
Common Equity	55.15%	9.6000%	5.2944%	8.1452%
Weighted Average Cost of Capital	100.00%		8.0237%	10.8745%

5. The Signatories agree that any IRA filing in the Houston Division and Texas Coast Division pursuant to Texas Utilities Code § 104.301 shall use the following factors until changed by a subsequent general rate proceeding:

- The capital structure and related components as shown above in Paragraph 4.
- For any initial IRA filing, the beginning amount of ad valorem taxes at a Houston Division level is \$9,956,627 and the standard sales service amount is \$9,630,344. For any initial IRA filing, the beginning amount of ad valorem taxes at a Texas Coast Division level is \$2,883,776 and the standard sales service amount is \$2,789,273. Margin tax will be calculated using a 0.75% factor until or unless changed by statute.
- For any initial IRA filing, the rate base amount for standard sales service in the Houston Division is \$512,390,716 and for the Texas Coast Division is \$159,394,412 for calculating the federal income tax on related schedules in the IRA filing.
- For any initial IRA filing in the Houston and Texas Coast Divisions, the Net Investment, which includes detail of Plant in Service amounts by Fixed Capital Account (“FCA”) along with the associated depreciation rate for each account, as shown on Exhibit C.

- For any initial IRA filing, the customer charges and volumetric rates as noted in Paragraph 3 above will be the starting rates to apply to any IRA adjustment.
- The base rate revenue allocation factors to spread any change in IRA increase/decrease to the appropriate customer classes is as follows:

Residential	General Service – Small	General Service - Large
90.1796%	6.5762%	3.2442%

- The Standard Sales service allocation factor is 96.7230%.
- CenterPoint may pursue recovery of a deferred benefit regulatory asset or liability pursuant to Texas Utilities Code § 104.059 in a future filing. The Signatories identify the following amounts as the base-year levels to track changes in pension-related and other post-employment benefits:
 - Retirement Plan – FAS 87 – For Houston, \$6,279,292; for Texas Coast, \$1,855,496
 - Benefit Restoration Plan – FAS 87 – For Houston, \$620,257; for Texas Coast \$184,214
 - Postemployment – FAS 112 – For Houston, \$498,986; for Texas Coast, \$146,618
 - Postretirement – FAS 106 – For Houston, \$935,217; for Texas Coast, \$276,435
 - The Signatories agree to the depreciation rates reflected in Exhibit C.
 - The Signatories agree that the rate case expense surcharges approved as a result of the settlement in GUD No. 10432 will continue until the amounts to be collected under those surcharges are collected.
 - The Signatories agree that CenterPoint will make an IRA true-up in the amount of \$651,175 via a one-time refund bill credit to Houston Division customers and that future ad valorem tax true-ups may occur in IRA filings.
 - The Signatories specifically agree that this Unanimous Settlement Agreement does not limit in any way any party's right to raise in any future proceedings the appropriate manner by which the calculation required under Texas Utilities Code Sec. 104.301 related to IRA filings should be conducted.
 - The Signatories agree that CenterPoint may establish a regulatory asset to track amounts incurred above or below the \$3,961,864 for the Houston Division and \$771,061 for the Texas Coast Division amount of third-party system safety and integrity expenses identified in base rates and request recovery of the amounts in the asset in a future Statement of Intent filing. The Signatories further agree to and propose the inclusion of the following Finding of Fact and Ordering Paragraph in the Final Order in this docket:
 - Finding of Fact: It is reasonable that CenterPoint file an annual report detailing any increase or decrease above or below the benchmark amounts of \$3,961,864

for the Houston Division and \$771,061 for the Texas Coast Division identified in base rates for third-party safety and integrity expenses with Commission Staff within 90 days after each calendar year end.

- b. Ordering Paragraph: IT IS THEREFORE ORDERED that CenterPoint file an annual report with Commission Staff detailing any increase or decrease above or below the benchmark amounts of \$3,961,864 for the Houston Division and \$771,061 for the Texas Coast Division set in this docket for third-party safety and integrity expenses within 90 days after each calendar year end.
- 12. The Signatories agree that CenterPoint shall account for its requested Severance Asset, Deferred Benefit Asset, and Commission Rule § 8.209 Asset using a 5-year amortization period.
- 13. The Signatories agree that for internal audit and external reporting purposes, CenterPoint may establish a regulatory asset for its Unrecovered Post-Retirement Liability and amortize that asset over 5 years. The Company will recognize the annual amortization in the employee expense related reserve in rate base.
- 14. The Signatories agree that, consistent with its request, CenterPoint may recover gas-related bad debt costs through its PGA.
- 15. The Signatories agree that: (a) CenterPoint may reconcile through its PGA over-recoveries related to surcharges approved to recover rate case expenses; (b) CenterPoint shall provide notice to Staff of any reconciling item to be included in the PGA; and (c) CenterPoint shall clearly identify and include details of any reconciling item in its annual reconciliation report submitted to Staff.
- 16. The Signatories agree that CenterPoint 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.
- 17. The Signatories agree that CenterPoint may include amounts in connection with plant investment qualifying for regulatory asset treatment under Commission Rule § 8.209(j) in its annual IRA filings.
- 18. CenterPoint, COH/HCOG, GCCC, and TCUC represent that their reasonable rate case expenses incurred through March 2017, and estimated rate case expenses incurred through completion of this case, are as follows:

	Actual Invoices Received	Invoices Due and Est. to Completion	TOTAL
CenterPoint	\$ 1,107,462.44	\$ 142,732.68	\$ 1,250,195.12
COH/HCOC	\$ 438,716.11	\$ 30,000.00	\$ 468,716.11
GCCC	\$ 135,708.10	\$ 30,000.00	\$ 165,708.10
TCUC	\$ 143,026.08	\$ 3,500.00	\$ 146,526.08

19. CenterPoint, COH/HCOC, GCCC, and TCUC attach as Exhibit D affidavits and invoices in support of these amounts, and will supplement with additional invoices as they are processed. The Signatories agree that the amounts represented above are reasonable and recoverable pursuant to Texas Utilities Code § 103.022. The Signatories agree that the recovery period for the applicable surcharge to recover rate-case expenses shall be twelve months. CenterPoint agrees to reimburse COH/HCOC, GCCC, and TCUC the amount of rate case expenses set forth above within 30 days of the issuance of an order authorizing recovery of those expenses. The Signatories intend and advocate that the Commission authorize recovery of the rate case expenses recited above in the same proceeding and at the same time as it approves this Unanimous Settlement Agreement.
20. The Signatories agree that equal recovery of rate case expenses arising from this proceeding on a system-wide basis from incorporated and unincorporated customers in the Houston Division and Texas Coast Division is appropriate and reasonable and that good cause exists to support equal recovery of rate case expenses from all customers on a system-wide basis within the divisions for the following reasons:
 - a. CenterPoint Litigation and Estimated expenses: Good cause exists to recover CenterPoint litigation and estimated expenses equally from all customers, including customers within the incorporated and unincorporated areas of the Houston and Texas Coast Divisions. The intent of Commission Rule 7.5530(e) is to allocate rate case expenses to the participating parties according to which party caused the expenses to be incurred, therefore it is reasonable to seek recovery of rate case expenses from all customers who benefit from the settlement agreement in this case, which includes all customers in the incorporated and unincorporated areas of the Houston and Texas Coast Divisions. Recovery of these expenses is also necessary in the interest of justice.
 - b. COH/HCOC, GCCC, and TCUC Litigation and Estimated expenses: Good cause exists to recover COH/HCOC, GCCC, and TCUC litigation and estimated expenses equally from all customers, including customers within the incorporated and unincorporated areas of the Houston and Texas Coast Divisions, because the COH/HCOC, GCCC, and TCUC participation in GUD No. 10567 resulted in this Unanimous Settlement Agreement, which benefits all such customers, and doing so is necessary in the interest of justice.

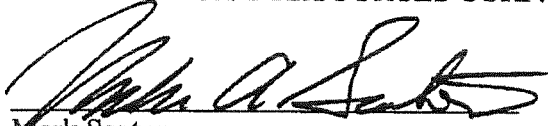
21. CenterPoint shall file annually, due on or before April 1, a rate case expense recovery report with the Railroad Commission of Texas, Oversight and Safety Division, referencing GUD No. 10567. The report shall include the amount of rate case expense recovered by month and the outstanding balance by month as set out in Rate Schedules RCE 11 and 12. The Signatories agree to and propose the inclusion of the following Findings of Fact and Ordering Paragraph in the Final Order in this docket:
 - a. Finding of Fact: It is reasonable that CenterPoint, COH/HCOG, GCCC, and TCUC submit to Staff invoices reflecting actual rate case expenses with sufficient detail so that Staff can accurately audit such invoices for the purposes of reconciling estimated rate case expenses to actual rate case expenses. In no case shall the total actual expenses exceed the actual expenses submitted to the Commission as of March, 2017, plus the approved estimated expenses of \$206,232.68.
 - b. Finding of Fact: It is reasonable that CenterPoint file an annual Rate Case Expense Report with Staff detailing the balance of actual plus estimated rate case expenses at the beginning of the annual period, the amount collected by customer class, and the ending or remaining balance within 90 days after each calendar year end.
 - c. Ordering Paragraph: IT IS THEREFORE ORDERED that CenterPoint file an annual Rate Case Expense Report with Staff detailing recovery of rate case expenses as described in Finding of Fact __ within 90 days after each calendar year end until the calendar year end in which the rate case expenses are fully recovered.
22. For purposes of compromise and settlement, the affiliate expenses included in the black box amount above are recoverable consistent with the provisions in Section 104.055 of the Gas Utility Regulatory Act. Acceptance of the treatment of affiliate expenses is the product of compromise and settlement and is not of precedential value in any other proceeding.
23. The classes and number of customers affected by this Unanimous Settlement Agreement are identified on a city-by-city and unincorporated-area basis in Exhibit E.
24. The Signatories agree to support and seek Commission approval of this Unanimous Settlement Agreement. The Signatories further agree to make all efforts to present the Commission with this Unanimous Settlement Agreement at on or before June 6, 2017.
25. Except as may be allowed under Rule 408 of the Texas Rules of Evidence, the Signatories agree that all negotiations, discussions, and conferences related to the Unanimous Settlement Agreement are privileged and inadmissible to prove the validity or invalidity of any issue raised by or presented in the Statement of Intent to Increase Rates in the Houston Division and Texas Coast Division filed on November 16, 2016.

26. The Signatories agree that neither this Unanimous Settlement Agreement nor any oral or written statements made during the course of settlement negotiations may be used for any purpose other than as necessary to support the entry by the Commission of an order approving this Unanimous Settlement Agreement.
27. The Signatories agree that the terms of the Unanimous Settlement Agreement are interdependent and indivisible, and that if the Commission intends to enter an order that is inconsistent with this Unanimous Settlement Agreement, then any Signatory may withdraw without being deemed to have waived any procedural right or to have taken any substantive position on any fact or issue by virtue of that Signatory's entry into the Unanimous Settlement Agreement or its subsequent withdrawal and further agrees that CenterPoint's application to increase rates will be remanded for hearings.
28. The Signatories agree that this Unanimous Settlement Agreement is binding on each Signatory only for the purpose of settling the issues set forth herein and for no other purposes. The matters resolved herein are resolved on the basis of a compromise and settlement. Except to the extent the Unanimous Settlement Agreement governs a Signatory's rights and obligations for future periods, this Unanimous Settlement Agreement shall not be binding or precedential upon a Signatory outside this proceeding. Each Signatory acknowledges that a Signatory's support of the matters contained in this Stipulation may differ from the position taken or testimony presented by it in other dockets or other jurisdictions. To the extent that there is a difference, a Signatory does not waive its position in any of those other dockets or jurisdictions. Because this is a stipulated resolution, no Signatory is under any obligation to take the same positions as set out in this Stipulation in other dockets or jurisdictions, regardless of whether other dockets present the same or a different set of circumstances, except as otherwise may be explicitly provided by this Stipulation. Agreement by the Signatories to any provision in this Stipulation will not be used against any Signatory in any future proceeding with respect to different positions that may be taken by that Signatory.
29. The provisions of this Stipulation are intended to relate to only the specific matters referred to herein. By agreeing to this Stipulation, no Signatory waives any claim it may otherwise have with respect to issues not expressly provided for herein. The Signatories further understand and agree that this Stipulation represents a negotiated settlement of all issues in this proceeding.
30. The Signatories agree that this Unanimous Settlement Agreement may be executed in multiple counterparts and may be filed with facsimile signatures.

Agreed to this 7th day of April 2017.

CENTERPOINT ENERGY RESOURCES CORP.

By:



Mark Santos

Attorney for CenterPoint Energy Resources Corp.

CITY OF HOUSTON/HOUSTON COALITION OF CITIES

By:

Alton Hall

Attorney for City of Houston/Houston Coalition of Cities

TEXAS COAST UTILITIES COALITION

By:

Alfred R. Herrera

Attorney for Texas Coast Utilities Coalition

GULF COAST COALITION OF CITIES

By:

Thomas Brocato

Attorney for Gulf Coast Coalition of Cities

STAFF OF THE RAILROAD COMMISSION OF TEXAS

By:

Natalie Dubiel


Attorney for Staff of the Railroad Commission of Texas

Agreed to this ___ day of April 2017.

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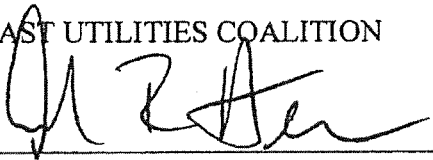
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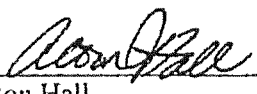
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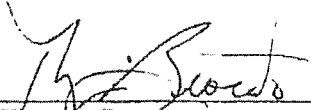
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STAFF OF THE RAILROAD COMMISSION OF TEXAS

By: Natalie Dubiel
Natalie Dubiel
Attorney for Staff of the Railroad Commission of Texas

Gas Utilities Docket No. 10567

FINAL ORDER

ATTACHMENT 2

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
HOUSTON DIVISION - INCORPORATED
RATE SHEET
RESIDENTIAL SERVICE
RATE SCHEDULE NO. R-2095-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 Houston 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 – \$15.75
- (2) Commodity Charge –
All Ccf \$0.07431 per Ccf

(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.

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.

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.

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
HOUSTON DIVISION - UNINCORPORATED
RATE SHEET
RESIDENTIAL SERVICE
RATE SCHEDULE NO. R-2095-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 Houston 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 Houston Division include Bellaire, Cut and Shoot, Galena Park, Jacinto City, New Waverly, Panorama Village, Roman Forest, South Houston, Southside Place, West University Place and Willis.

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 – \$15.75
- (2) Commodity Charge –
All Ccf \$0.07431 per Ccf

(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.

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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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**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
HOUSTON DIVISION - INCORPORATED
RATE SHEET
GENERAL SERVICE SMALL
RATE SCHEDULE NO. GSS-2095-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 Houston 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 – \$18.25
 - (2) Commodity Charge –
All Ccf \$0.05839 per Ccf
- (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.

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

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
HOUSTON DIVISION - INCORPORATED
RATE SHEET
GENERAL SERVICE SMALL
RATE SCHEDULE NO. GSS-2095-I**

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.

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
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HOUSTON DIVISION - UNINCORPORATED
RATE SHEET
GENERAL SERVICE SMALL
RATE SCHEDULE NO. GSS-2095-U**

APPLICATION OF SCHEDULE

This schedule is applicable to natural gas service to any customer in an unincorporated area or city that has ceded jurisdiction to the Commission in the Houston 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 Houston Division include Bellaire, Cut and Shoot, Galena Park, Jacinto City, New Waverly, Panorama Village, Roman Forest, South Houston, Southside Place, West University Place and Willis.

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 – \$18.25
 - (2) Commodity Charge –
All Ccf \$0.05839 per Ccf
- (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.

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

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
HOUSTON DIVISION - UNINCORPORATED
RATE SHEET
GENERAL SERVICE SMALL
RATE SCHEDULE NO. GSS-2095-U**

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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D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
HOUSTON DIVISION - INCORPORATED
RATE SHEET
GENERAL SERVICE LARGE VOLUME
RATE SCHEDULE NO. GSLV-626-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 Houston 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 – \$180.00
- (2) Commodity Charge –
 - For customers billed at a 14.65 Pressure Base:
All Ccf \$0.08296 per Ccf
 - For customers billed at a 14.95 Pressure Base;
All Ccf \$0.08466 per Ccf

- (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.

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 of existing Consumers, the maximum gas usage during any one day shall be obtained from the records of the

**CENTERPOINT ENERGY RESOURCES CORP.
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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 or 14.95 pounds per square inch, as applicable, 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 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

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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

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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HOUSTON DIVISION - UNINCORPORATED
RATE SHEET
GENERAL SERVICE LARGE VOLUME
RATE SCHEDULE NO. GSLV-626-U**

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 unincorporated area or city that has ceded jurisdiction to the Commission in the Houston 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 – \$180.00
 - (2) Commodity Charge –
 - For customers billed at a 14.65 Pressure Base:
All Ccf \$0.08296 per Ccf
 - For customers billed at a 14.95 Pressure Base:
All Ccf \$0.08466 per Ccf
- (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.

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 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

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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 or 14.95 pounds per square inch, as applicable, 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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HOUSTON DIVISION - UNINCORPORATED
RATE SHEET
GENERAL SERVICE LARGE VOLUME
RATE SCHEDULE NO. GSLV-626-U**

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, Fpv, 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, Fpv, 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 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

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RATE SCHEDULE NO. GSLV-626-U**

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

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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D/B/A CENTERPOINT ENERGY ENTEX
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HOUSTON DIVISION
RATE SHEET
RATE CASE EXPENSE RECOVERY RATE SCHEDULE NO. RCE-11**

APPLICATION OF SCHEDULE

This schedule applies to all residential, small commercial, and large volume customers in the Houston Division impacted by the Company's Statement of Intent to Increase Rates filed on November 16, 2016, GUD No. 10567.

This rate schedule is for the recovery of rate case expense ("RCE") and shall be effective beginning on or after May 23, 2017 for a 12-month recovery period or until all approved expenses are collected.

MONTHLY RATE RECOVERY FACTOR:

Residential	\$ 0.13 per bill
General Service-Small	\$ 0.13 per bill
General Service-Large	\$ 0.13 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 1st of each November, a rate case expense recovery report with the Railroad Commission of Texas ("Commission"), Oversight and Safety Division, referencing GUD No. 10567. 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.
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AND CENTERPOINT ENERGY TEXAS GAS
HOUSTON DIVISION
RATE SHEET
SCHEDULE OF MISCELLANEOUS SERVICE CHARGES
RATE SCHEDULE NO. MISC-16**

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 – account not finalled (per trip)	\$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 test free of charge every four years)	\$15
5.	Change customer meter**	\$55
6.	Change residential meter location: Minimum charge	\$350
	Additional meters in manifold each	\$55
7.	Tap Charge	No charge***
8.	Disconnect service at main	\$300
	(Plus any costs arising out of any city ordinance or regulation governing work in city streets)	
9.	Restore service at main after termination for non-payment	\$300

*Outside the hours of 8:00 A.M. to 5:00 P.M. CST Monday – Friday, on weekends, and on all Company designated holidays.

**Meters changed at customer's request. Does not include changes due to meter failure and/or incorrect measurement of usage.

***Except where Company is required to pay tap charge to pipeline supplier to serve the consumer, the consumer shall reimburse Company.

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AND CENTERPOINT ENERGY TEXAS GAS
HOUSTON DIVISION
RATE SHEET
SCHEDULE OF MISCELLANEOUS SERVICE CHARGES
RATE SCHEDULE NO. MISC-16**

- | | | |
|-----|---|-----------|
| 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 |
|-----|---|-----------|

OTHER CHARGES

- | | | |
|-----|--|------|
| 11. | Collection call - trip charge (not collected under miscellaneous service item no. 3 - Turning off service to active meter) | \$20 |
| 12. | Returned check | \$20 |
| 13. | Gas Main Extensions – See General Rules and Regulations, Section 5e, relating to Gas Main Extensions. | |

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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AND CENTERPOINT ENERGY TEXAS GAS
HOUSTON DIVISION
RATE SHEET
TAX ADJUSTMENT
RATE SCHEDULE NO. TA-13**

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 Houston 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.

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D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
HOUSTON DIVISION
RATE SHEET
FRANCHISE FEE ADJUSTMENT
RATE SCHEDULE NO. FFA-8**

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 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
HOUSTON DIVISION AND TEXAS COAST DIVISION
RATE SHEET
PURCHASED GAS ADJUSTMENT
RATE SCHEDULE NO. PGA-15**

This Cost of Gas Clause shall apply to all general service rate schedules of CenterPoint Energy Entex in the Texas Coast Division and Houston 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 June 1, 2017, 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;

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- f. the gas cost portion of bad debt expense;
 - 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.

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D. PAYMENT FOR USE OF FUNDS

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 10567 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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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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ANNUAL RECONCILIATION REPORT
 TWELVE MONTH ENDING

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

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C. MONTHLY BALANCE											
		TOTAL PURCHASES	TOTAL COG REVENUE	(OVER)/UNDER COLLECTION OF COG	ADJUSTMENTS	GROSS RECEIPTS LESS FRACTIONAL FEE TAX	BAD DEBTS	FERC PARTICIPATION EXPENSES	OTHER CREDITS	CUMULATIVE BALANCE	CUMULATIVE BALANCE EXCLUDING INTEREST
		\$ Dollars	\$ 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		-	-	-	-	-	-	-	-	-	-
Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12 months Average (O)/U Balance										\$ -	\$ -

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TWELVE MONTH ENDING

D. SALES VOLUMES		E. Interest on PGA Balance	
Actual Mcf @ 14.65		12 months Average (O)/U Balance	\$ -
		Interest Rate	6.00%
		Total Interest on (O)/U Balance	\$ -
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	-	
Total			

Total

F. Reconciliation Component	
TME Cumulative (O)/U Balance Excluding Interest	\$ -
UAF Adjustment	\$ -
Total Interest on (O)/U Balance	\$ -
Total	\$ -
Divided By:	
Sales Volume	
RECONCILIATION COMPONENT	
	\$ - Per Mcf

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1. DEFINITIONS

- (a) "Consumer, Customer and Applicant" are used interchangeably and mean a person or organization utilizing services or who wants to utilize services to 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 a cubic foot of space when the gas is at a gauge pressure of four (4) ounces above atmospheric pressure and/or in the event that the gas delivered to the Consumer is measured at a pressure in excess of four (4) ounces per square inch gauge, the measurement of gas shall be on the same basis as that outlined in the rate schedules for Large Volume Natural Gas Service.
- (d) "Service Line": The pipe and attached fittings which convey gas from Company's mains to the property line of Consumer's premises.
- (e) "Yard Line": The pipe and attached fittings which convey gas from the Consumer's property line to and including the stopcock on the riser for the Consumer's meter.
- (f) "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.
- (g) "Point of Delivery": The point where the gas is measured for delivery into Consumer's housepiping.

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, valid municipal ordinance, valid final order of any court or of the Railroad Commission of Texas, or written contract executed by Company, in which case such statute, ordinance, 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.

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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 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) **Tap Charge:** Unless otherwise prohibited by applicable ordinance or rule, Company may impose a reasonable charge for the connection of a new Consumer to its distribution mains. The service areas where a tap charge is to be collected and the amount and conditions under which such charge will be imposed are set out in the Schedules of Miscellaneous Service Charges filed with the appropriate regulatory authorities.
- (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 as set out in the Schedules of Miscellaneous Service Charges filed with appropriate regulatory authorities. A service line may be used to supply a single building or single group of buildings which may or may not be located on a single lot, such as a group of factory buildings, hospital buildings, or institutional buildings, all under one ownership or control. However, gas service supplied to 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.

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- (c) Yard Line: Company shall install all yard lines and to the extent permitted by applicable ordinance shall be entitled to make a reasonable charge for such installation as set out in the Schedules of Miscellaneous Service Charges filed with the appropriate regulatory authorities. Company has title to all yard lines and mains and is responsible for their maintenance and repair.
- (d) Housepiping: Consumer shall be responsible for installing and maintaining Consumer's housepiping. Company may refuse service to any consumer whose housepiping is inadequate or unsafe, but 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. Information relating to piping may be obtained at the Company's local offices.
- (e) 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 inches in diameter. Gas main extensions of a 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. ADDITIONAL CHARGES RELATING TO GAS SERVICE

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, in person, or in writing 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

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(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;
 - (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. 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;

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- (C) failure to pay a bill to correct previous underbilling due to misapplication of rates more than six 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.

- (1) Bills are due and payable when rendered; the bill shall be past due not 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.
- (2) The Company may offer an inducement for prompt payment of bills by allowing a discount in the amount of 5% for payment within 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 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; and

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- (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.
- (4) Utility service may be disconnected for any of the following reasons:
 - (A) failure to pay a delinquent account or failure to comply with the terms of a written agreement for installment payment of a delinquent account;
 - (B) violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation;
 - (C) failure to comply with deposit or guarantee arrangements where required by these rules and regulations;
 - (D) without notice where a known dangerous condition exists for as long as the condition exists;
 - (E) tampering with the Company's meter or equipment or bypassing the same;
 - (F) for use of gas 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 misrepresentation in relation to the consumption of gas 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;

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- (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 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) 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 within five working days of the issuance of the utility 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

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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:

- (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 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

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previous four years, the Company may charge a fee for the test, not to exceed \$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.

- (2) Notwithstanding Paragraph (1), above, if the meter is found to be more than nominally defective, to either 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 (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 months, or
 - (ii) the last test of the meter, whichever is shorter. Any resulting underbillings or overbillings are to be corrected in subsequent bills, unless service is terminated, in which event a monetary adjustment is to be made. This requirement for a correction may be foregone by the Company if the error is to the Company's disadvantage.
- (4) If a meter is found not to register for any period of time, 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 randomly sampled of varying ages. The period of presumed accuracy is the period during which not less than 70% of the randomly sampled meters exhibit accuracy in the range of 2% fast to 2% slow.

11. DEPOSITS FROM CONSUMERS TO GUARANTEE PAYMENTS OF BILLS

(a) Establishment of credit for residential applicants.

- (1) The Company may require a residential applicant for service to satisfactorily establish credit but such establishment of credit shall not relieve the customer from complying

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with rules for prompt payment of bills. Subject to these rules, a residential applicant shall not be required to make a deposit;

- (A) if the residential applicant has been a customer of any utility for the same kind of service within the last two years and is not delinquent in payment of any such utility service account and during the last twelve consecutive months of service did not have more than one occasion in which a bill for such utility service was paid after becoming delinquent and never had service disconnected for nonpayment; or
 - (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 utility, 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 amounts due the Company or execute a written deferred payment agreement, if offered, and reestablish credit as provided herein.
- (c) Amount of deposit and interest for residential service and exemption from deposit.
- (1) The required residential deposit shall not exceed an amount equivalent to one-sixth of the estimated annual billings (rounded up to the nearest \$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 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 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 years. No cash deposit shall be required of such applicant under these conditions.

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- (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 days of receipt of deposit, no interest payment shall be made. If the Company retains the deposit more than thirty days, payment of interest shall be made retroactive to the date of deposit.
 - (A) 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 web site. 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 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.

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- (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 consecutive residential bills without having service disconnected for nonpayment of bills and without having more than two 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.
- (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.

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12. DISCONTINUANCE BY CONSUMER

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

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

Immediate notice must be given to Company by Consumer of any escaping gas on Consumer's premises. No flame shall be taken near the point where gas is escaping. Company shall not be liable for any damage or loss caused by the escape of gas from Consumer's housepiping or Consumer's appliances.

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 authorized employee of Company to adjust, repair, connect, or disconnect, or in any way tamper with the meter, lines or any other equipment of Company used in serving Consumer's premises.

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 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

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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 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

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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
 - (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. The Company may exhaust its stock of non-conforming bill forms existing on the effective date hereof before compliance is required with this section.
- (c) Where there is a good reason for doing so, estimated bills may be submitted provided that an actual meter reading is taken at least every six months. For the second consecutive month in which the meter reader is unable to gain access to the premises to read the meter on regular meter

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reading trips, or in months where meters are not read otherwise, the Company shall provide the customer with a postcard and request that the customer read the meter and return the card to the utility if the meter is of a type that can be read by the customer without significant inconvenience or special tools or equipment. If such a postcard is not received by the Company in time for billing, the Company may estimate the meter reading and render the bill accordingly.

(d) Disputed bills.

- (1) In the event of a dispute between the customer and the Company regarding the bill, the Company shall forthwith make such investigation as is required by the particular case and report the results thereof to the customer. If the customer wishes to obtain the benefit of subsection (2) hereunder, notification of the dispute must be given to the Company prior to the date the bill becomes delinquent. In the event the dispute is not resolved, the Company shall inform the customer of the complaint procedures of the appropriate regulatory authority.
- (2) Notwithstanding any other provisions of these rules and regulations, the customer shall not be required to pay the disputed portion of the bill which exceeds the amount of that customer's average usage for the billing period at current rates until the earlier of the following: (1) resolution of the dispute; or (2) the expiration of the sixty (60) day period beginning on the day the disputed bill is issued. For purposes of this section only, the customer's average usage for the billing period shall be the average of the customer's usage for the same billing period during the preceding two (2) years. Where no previous usage history 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 working days. Those applications for individual residential service requiring line extensions should be filled within ninety days unless unavailability of materials 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 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 beyond

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the control of the Company, a delay in excess of ninety 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 utility'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 utility 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) Post a notice in a conspicuous place in each business office of the utility where applications for service are received informing the public that copies of the current rate schedules and rules relating to the service of the Company, as filed with the Commission, are available for inspection;
 - (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 its 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 customers either at its office, by letter, or by telephone, the Company shall promptly make a suitable investigation and advise the complainant of the results thereof. 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.

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- (c) Company response. Upon receipt of a complaint, either by letter or by telephone, 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. Initial response shall be made within 30 days. The Commission encourages all customer complaints to be made in writing to assist the regulatory authority in maintaining records of the quality of service of the Company.
- (d) Deferred payment plan. The Company may, but is not required to, offer a written deferred payment plan for delinquent residential accounts. If such a plan is offered, it shall conform to the following guidelines:
 - (1) Every deferred payment plan entered into due to the customer's inability to pay the outstanding bill in full must provide that service will not be discontinued if the customer pays current bills and a reasonable amount of the outstanding bill and agrees to pay the balance in reasonable installments until the bill is paid.
 - (2) For purposes of determining reasonableness under these rules the following shall be considered: size of delinquent account; customer's ability to pay; customer's payment history; time that the debt has been outstanding; reasons why debt has been outstanding; and other relevant factors concerning the circumstances of the customer.
 - (3) A deferred payment plan offered by the Company shall state, immediately preceding the space provided for the customer's signature and in bold face print at least two sizes larger than any other 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".
 - (4) A deferred payment plan may include a one time five per cent penalty for late payment on the original amount of the outstanding bill except in cases where the outstanding bill is usually 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 has not fulfilled terms of a deferred payment agreement or refuses to sign the same, the Company shall have the right to disconnect pursuant to disconnection rules herein and, under such circumstance, it shall not be required to offer a subsequent negotiation of a deferred payment plan prior to disconnection.
 - (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, or marital status.
- (e) Delayed payment of bills by elderly persons.
 - (1) Applicability. This subparagraph applies only to:

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- (A) A utility that assesses late payment charges on residential customers and that suspends service before the 26th day after the date of the bill for which collection action is taken;
 - (B) Utility bills issued on or after August 30, 1993; and
 - (C) An elderly person, as defined in subparagraph (ii) of this paragraph, who is a residential customer and who occupies the entire premises for which a delay is requested.
- (2) Definitions.
- (A) Elderly person--A person who is 60 years of age or older.
 - (B) Utility--A gas utility or municipally owned utility, as defined in Texas Utilities Code, §§ 101.003(7), 101.003(8), and 121.001-121.006.
- (3) An elderly person may request that the utility implement the delay for either the most recent utility bill or for either the most recent utility bill and each subsequent utility bill.
- (4) On request of an elderly person, a utility shall delay without penalty the payment date of a bill for providing utility services to that person until the 25th day after the date on which the bill is issued.
- (5) The utility may require the requesting person to present reasonable proof that the person is 60 years of age or older.
- (6) Every utility shall notify its customers of this delayed payment option no less often than yearly. A utility may include this notice with other information provided pursuant to subparagraph (A) of this paragraph.

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"

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notice issued on an account during the immediately preceding twelve month period.

(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 12 months 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 which have been deferred 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.

- (4) Annual Automatic Enrollment Program:

- (A) The AMB Program may be made available to non-qualifying customers through an Annual Automatic Enrollment Program ("AAEP"). By enrolling in the AAEP, a non-qualifying customer may participate in the AAEP.

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24. SUSPENSION OF GAS UTILITY SERVICE DISCONNECTION DURING AN EXTREME WEATHER EMERGENCY (Effective: May 12, 2002)

- (a) Applicability and scope. This rule applies to gas utilities, as defined in Texas Utilities Code, §101.003(7) and §121.001, and to owners, operators, and managers of mobile home parks or apartment houses who purchase natural gas through a master meter for delivery to a dwelling unit in a mobile home park or apartment house, pursuant to Texas Utilities Code, §§124.001-124.002, within the jurisdiction of the Railroad Commission pursuant to Texas Utilities Code, §102.001. For purposes of this section, all such gas utilities and owners, operators and managers of master meter systems shall be referred to as "providers." Providers shall comply with the following service standards. A gas distribution utility shall file amended service rules incorporating these standards with the Railroad Commission in the manner prescribed by law.
- (b) Disconnection prohibited. 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, a provider 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 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 provider 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 provider are available for the purpose of receiving payment or making collections and reconnecting service.
- (c) Payment plans. Providers 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 this title, relating to Quality of Service.
- (d) Notice. Beginning in the September or October billing periods utilities and owners, operators, or managers of master metered systems shall give notice as follows:
 - (1) Each utility shall provide a copy of this rule to the social services agencies that distribute funds from the Low Income Home Energy Assistance Program within the utility's service area.

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D/B/A CENTERPOINT ENERGY ENTEX
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 TBD**

- (2) Each utility shall provide a copy of this rule 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) Each utility shall provide a copy of this rule to all residential customers of the utility and customers who are owners, operators, or managers of master metered systems.
 - (4) Owners, operators, or managers of master metered systems shall provide a copy of this rule to all of their customers.
- (e) In addition to the minimum standards specified in this section, providers may adopt additional or alternative requirements if the provider files a tariff with the Commission pursuant to §7.44 of this title (relating to Filing of Tariffs). The Commission shall review the tariff to ensure that at least the minimum standards of this section are met.

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TEXAS COAST DIVISION - INCORPORATED
RATE SHEET
RESIDENTIAL SERVICE
RATE SCHEDULE NO. R-2096-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 Texas Coast 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 – \$15.75
- (2) Commodity Charge –
All Ccf \$0.07431 per Ccf

(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.

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.

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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AND CENTERPOINT ENERGY TEXAS GAS
TEXAS COAST DIVISION - UNINCORPORATED
RATE SHEET
RESIDENTIAL SERVICE
RATE SCHEDULE NO. R-2096-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 Texas Coast 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 Texas Coast Division include Clear Lake Shores, Danbury, El Lago, Hillcrest Village, Hitchcock, Jones Creek, Liverpool, Pleak, Richwood and Weston Lakes.

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 – \$15.75
- (2) Commodity Charge –
All Ccf \$0.07431 per Ccf

(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.

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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TEXAS COAST DIVISION - UNINCORPORATED
RATE SHEET
RESIDENTIAL SERVICE
RATE SCHEDULE NO. R-2096-U**

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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TEXAS COAST DIVISION - INCORPORATED
RATE SHEET
GENERAL SERVICE-SMALL
RATE SCHEDULE NO. GSS-2096-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 Texas Coast 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 – \$18.25
- (2) Commodity Charge –
All Ccf \$0.05839 per Ccf

(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.

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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RATE SHEET
GENERAL SERVICE-SMALL
RATE SCHEDULE NO. GSS-2096-I**

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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TEXAS COAST DIVISION - UNINCORPORATED
RATE SHEET
GENERAL SERVICE-SMALL
RATE SCHEDULE NO. GSS-2096-U**

APPLICATION OF SCHEDULE

This schedule is applicable to natural gas service to any customer in an unincorporated area or city that has ceded jurisdiction to the Commission in the Texas Coast 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 Texas Coast Division include Clear Lake Shores, Danbury, El Lago, Hillcrest Village, Hitchcock, Jones Creek, Liverpool, Pleak, Richwood and Weston Lakes.

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 – \$18.25
- (2) Commodity Charge –
All Ccf \$0.05839 per Ccf

(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.

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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RATE SCHEDULE NO. GSS-2096-U**

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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TEXAS COAST DIVISION - INCORPORATED
RATE SHEET
GENERAL SERVICE-LARGE VOLUME
RATE SCHEDULE NO. GSLV-627-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 Texas Coast 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 – \$180.00

(2) Commodity Charge –

For customers billed at a 14.65 Pressure Base:

All Ccf \$0.08296 per Ccf

For customers billed at a 14.95 Pressure Base:

All Ccf \$0.08466 per Ccf

(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.

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 of existing Consumers, the maximum gas usage during any one day shall be obtained from the records of the

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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 or 14.95 pounds per square inch, as applicable, 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 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

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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

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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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 unincorporated area or city that has ceded jurisdiction to the Commission in the Texas Coast 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 – \$180.00

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For customers billed at a 14.65 Pressure Base:

All Ccf \$0.08296 per Ccf

For customers billed at a 14.95 Pressure Base:

All Ccf \$0.08466 per Ccf

(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.

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 of existing Consumers, the maximum gas usage during any one day shall be obtained from the records of the

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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 or 14.95 pounds per square inch, as applicable, 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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RATE SCHEDULE NO. GSLV-627-U**

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 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

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RATE SHEET
GENERAL SERVICE-LARGE VOLUME
RATE SCHEDULE NO. GSLV-627-U**

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

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.

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
TEXAS COAST DIVISION
RATE SHEET
RATE CASE EXPENSE RECOVERY RATE SCHEDULE NO. RCE-9.1**

APPLICATION OF SCHEDULE

This schedule applies to all residential, small commercial, and large volume customers in the Texas Coast Division impacted by the Company's Statement of Intent to Increase Rates filed on March 27, 2015, GUD No. 10432.

This rate schedule is for the recovery of rate case expense ("RCE") and shall be in effect beginning on or after August 25, 2015, for a thirty-six (36) month period or until all approved expenses are collected.

MONTHLY RATE RECOVERY FACTOR:

Residential	\$ 0.08 per bill
General Service-Small	\$ 0.08 per bill
General Service-Large	\$ 0.08 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 1st of each November, a report with the Railroad Commission of Texas ("Commission"). The Company will send a copy of the report to counsel for the Texas Coast Utilities Coalition, whose members include the cities of Angleton, Baytown, Clute, Freeport, League City, Pearland, Shoreacres, West Columbia, and Wharton, Texas. The Company will also send a copy of the report to counsel for the Gulf Coast Coalition of Cities, whose members include the cities of Alvin, Brookshire, Clear Lake Shores, Dickinson, Friendswood, Fulshear, Kemah, Lake Jackson, La Marque, Manvel, Mont Belvieu, Morgan's Point, Rosenberg, Santa Fe, Seabrook, Sugar Land, Taylor Lake Village, Texas City, Webster, and Weston Lakes, Texas. The report shall detail the monthly collections for RCE surcharge by customer class and show the outstanding balance. Reports for the Commission should be filed electronically at 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
TEXAS COAST DIVISION
RATE SHEET
TCUC 9791 APPEAL RATE CASE EXPENSE NO. RCE-9.2**

APPLICATION OF SCHEDULE

This schedule applies to all residential, small commercial, and large volume customers in the cities of Angleton, Baytown, Clute, Freeport, League City, Pearland, Shoreacres, West Columbia, and Wharton (Texas Coast Utility Coalition ("TCUC")) cities in the Texas Coast Division impacted by the Company's Statement of Intent to Increase Rates filed on March 27, 2015 that resulted in the Final Order issued in GUD No. 10432, and consolidated cases.

This rate schedule is for the recovery of the TCUC GUD No. 9791 Appeal rate case expense ("RCE") and shall be in effect beginning on or after August 21, 2015, for a thirty-six (36) month period or until all approved expenses are collected. The monthly recovery rate below may be modified in the last several months of the recovery to account for variable sales volumes to achieve a recovery balance of zero, or as close to zero as possible.

MONTHLY RATE RECOVERY FACTOR:

Residential	\$ 0.0044 per Ccf
General Service-Small	\$ 0.0012 per Ccf
General Service-Large	\$ 0.0004 per Ccf

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.

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
TEXAS COAST DIVISION
RATE SHEET
RATE CASE EXPENSE RECOVERY RATE SCHEDULE NO. RCE-12**

APPLICATION OF SCHEDULE

This schedule applies to all residential, small commercial, and large volume customers in the Texas Coast Division impacted by the Company's Statement of Intent to Increase Rates filed on November 16, 2016, GUD No. 10567.

This rate schedule is for the recovery of rate case expense ("RCE") and shall be effective beginning on or after May 23, 2017, for a 12-month recovery period or until all approved expenses are collected.

MONTHLY RATE RECOVERY FACTOR:

Residential	\$ 0.13 per bill
General Service-Small	\$ 0.13 per bill
General Service-Large	\$ 0.13 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 1st of each November, a rate case expense recovery report with the Railroad Commission of Texas ("Commission"), Oversight and Safety Division, referencing GUD No. 10567. 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
TEXAS COAST DIVISION
RATE SHEET
SCHEDULE OF MISCELLANEOUS SERVICE CHARGES
RATE SCHEDULE NO. MISC-17**

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 – account not finalled (per trip)	\$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 test free of charge every four years	\$15
5.	Change customer meter**	\$55
6.	Change residential meter location: Minimum charge	\$350
	Additional meters in manifold each	\$55
7.	Tap Charge	No charge***
8.	Disconnect service at main	\$300
	(Plus any costs arising out of any city ordinance or regulation or governing work in city streets)	
9.	Restore service at main after termination for non-payment	\$300

* Outside the hours of 8:00 A.M. to 5:00 P.M. CST Monday – Friday, on weekends, and on all Company designated holidays.

** Meters changed at customer's request. Does not include changes due to meter failure and/or incorrect measurement of usage.

*** Except where Company is required to pay tap charge to pipeline supplier to serve the consumer, the consumer shall reimburse Company.

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
TEXAS COAST DIVISION
RATE SHEET
SCHEDULE OF MISCELLANEOUS SERVICE CHARGES
RATE SCHEDULE NO. MISC-17**

- | | | |
|-----|---|-----------|
| 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 |
|-----|---|-----------|

OTHER CHARGES

- | | | |
|-----|--|------|
| 11. | Collection call - trip charge (not collected under miscellaneous service item no. 3 – Turning off service to active meter) | \$20 |
| 12. | Returned check | \$20 |
| 13. | Gas Main Extensions – See General Rules and Regulations, Section 5e, relating to Gas Main Extensions. | |

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.

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
TEXAS COAST DIVISION
RATE SHEET
TAX ADJUSTMENT
RATE SCHEDULE NO. TA-14**

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 Texas Coast 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.

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
TEXAS COAST DIVISION
RATE SHEET
FRANCHISE FEE ADJUSTMENT
RATE SCHEDULE NO. FFA-9**

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 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
HOUSTON DIVISION AND TEXAS COAST DIVISION
RATE SHEET
PURCHASED GAS ADJUSTMENT
RATE SCHEDULE NO. PGA-15**

This Cost of Gas Clause shall apply to all general service rate schedules of CenterPoint Energy Entex in the Texas Coast Division and Houston 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 June 1, 2017, 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;

**CENTERPOINT ENERGY RESOURCES CORP.
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HOUSTON DIVISION AND TEXAS COAST DIVISION
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PURCHASED GAS ADJUSTMENT
RATE SCHEDULE NO. PGA-15**

- f. the gas cost portion of bad debt expense;
 - 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.

**CENTERPOINT ENERGY RESOURCES CORP.
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HOUSTON DIVISION AND TEXAS COAST DIVISION
RATE SHEET
PURCHASED GAS ADJUSTMENT
RATE SCHEDULE NO. PGA-15**

D. PAYMENT FOR USE OF FUNDS

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 10567 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.

**CENTERPOINT ENERGY RESOURCES CORP.
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AND CENTERPOINT ENERGY TEXAS GAS
HOUSTON DIVISION AND TEXAS COAST DIVISION
RATE SHEET
PURCHASED GAS ADJUSTMENT
RATE SCHEDULE NO. PGA-15**

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.

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A/ CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
HOUSTON DIVISION AND TEXAS COAST DIVISION
RATE SHEET
PURCHASED GAS ADJUSTMENT
RATE SCHEDULE NO. PGA-15**

**ANNUAL RECONCILIATION REPORT
TWELVE MONTH ENDING**

A.	COST OF PURCHASED GAS	B.	COST OF GAS REVENUE
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TOTAL PURCHASES

Mcf @ 14.65	\$ Dollars
-------------	------------

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

-	\$
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	

Total	\$ -
-------	------

TOTAL SALES

Mcf @ 14.65	\$ Dollars
-------------	------------

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

-	\$
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	

Total	\$ -
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**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A/ CENTERPOINT ENERGY ENTX
AND CENTERPOINT ENERGY TEXAS GAS
HOUSTON DIVISION AND TEXAS COAST DIVISION
RATE SHEET
PURCHASED GAS ADJUSTMENT
RATE SCHEDULE NO. PGA-15**

ANNUAL RECONCILIATION REPORT
TWELVE MONTH ENDING

C. MONTHLY BALANCE		TOTAL PURCHASES		TOTAL COG REVENUE		(OVER) / UNDER COLLECTION OF COG		ADJUSTMENTS		GROSS RECEIPTS & FRANCHISE FEE		BAD DEBTS		FERC PARTICIPATION EXPENSES		OTHER CREDITS		CUMULATIVE BALANCE		CUMULATIVE BALANCE EXCLUDING INTEREST	
		\$ Dollars	\$ Dollars	\$ Dollars	\$ Dollars	\$ Dollars	\$ Dollars	\$ Dollars	\$ Dollars	\$ Dollars	\$ Dollars	\$ 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		-		-		-		-		-		-		-		-		-		
Total		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	

4. Please Attach Worksheets to this Form.

12 months Average (O/U) Balance

CENTERPOINT ENERGY RESOURCES CORP.
 D/B/A/ CENTERPOINT ENERGY ENTEX
 AND CENTERPOINT ENERGY TEXAS GAS
 HOUSTON DIVISION AND TEXAS COAST DIVISION
 RATE SHEET
 PURCHASED GAS ADJUSTMENT
 RATE SCHEDULE NO. PGA-15

ANNUAL RECONCILIATION REPORT
 TWELVE MONTH ENDING

D. SALES VOLUMES		E. Interest on PGA Balance																																								
<div>Actual Mcf @ 14.65</div> <table border="1"> <tr><td>Year</td><td>Month 1</td><td>-</td></tr> <tr><td>Year</td><td>Month 2</td><td>-</td></tr> <tr><td>Year</td><td>Month 3</td><td>-</td></tr> <tr><td>Year</td><td>Month 4</td><td>-</td></tr> <tr><td>Year</td><td>Month 5</td><td>-</td></tr> <tr><td>Year</td><td>Month 6</td><td>-</td></tr> <tr><td>Year</td><td>Month 7</td><td>-</td></tr> <tr><td>Year</td><td>Month 8</td><td>-</td></tr> <tr><td>Year</td><td>Month 9</td><td>-</td></tr> <tr><td>Year</td><td>Month 10</td><td>-</td></tr> <tr><td>Year</td><td>Month 11</td><td>-</td></tr> <tr><td>Year</td><td>Month 12</td><td>-</td></tr> <tr><td colspan="2">Total</td><td>-</td></tr> </table>		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	-	Total		-	<div>12 months Average (O)/U Balance Interest Rate</div> <div>\$ - 6.00%</div> <div>Total Interest on (O)/U Balance</div> <div>\$ -</div>	
Year	Month 1	-																																								
Year	Month 2	-																																								
Year	Month 3	-																																								
Year	Month 4	-																																								
Year	Month 5	-																																								
Year	Month 6	-																																								
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Year	Month 9	-																																								
Year	Month 10	-																																								
Year	Month 11	-																																								
Year	Month 12	-																																								
Total		-																																								
F. Reconciliation Component																																										
TME Cumulative (O)/U Balance Excluding Interest UAF Adjustment		\$ -																																								
Total Interest on (O)/U Balance		\$ -																																								
Total		\$ -																																								
Divided By: Sales Volume		-																																								
RECONCILIATION COMPONENT		\$ - Per Mcf																																								

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
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 TBD**

1. DEFINITIONS

- (a) "Consumer, Customer and Applicant" are used interchangeably and mean a person or organization utilizing services or who wants to utilize services to 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 a cubic foot of space when the gas is at a gauge pressure of four (4) ounces above atmospheric pressure and/or in the event that the gas delivered to the Consumer is measured at a pressure in excess of four (4) ounces per square inch gauge, the measurement of gas shall be on the same basis as that outlined in the rate schedules for Large Volume Natural Gas Service.
- (d) "Service Line": The pipe and attached fittings which convey gas from Company's mains to the property line of Consumer's premises.
- (e) "Yard Line": The pipe and attached fittings which convey gas from the Consumer's property line to and including the stopcock on the riser for the Consumer's meter.
- (f) "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.
- (g) "Point of Delivery": The point where the gas is measured for delivery into Consumer's housepiping.

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, valid municipal ordinance, valid final order of any court or of the Railroad Commission of Texas, or written contract executed by Company, in which case such statute, ordinance, 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.

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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 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) **Tap Charge:** Unless otherwise prohibited by applicable ordinance or rule, Company may impose a reasonable charge for the connection of a new Consumer to its distribution mains. The service areas where a tap charge is to be collected and the amount and conditions under which such charge will be imposed are set out in the Schedules of Miscellaneous Service Charges filed with the appropriate regulatory authorities.
- (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 as set out in the Schedules of Miscellaneous Service Charges filed with appropriate regulatory authorities. A service line may be used to supply a single building or single group of buildings which may or may not be located on a single lot, such as a group of factory buildings, hospital buildings, or institutional buildings, all under one ownership or control. However, gas service supplied to 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) **Yard Line:** Company shall install all yard lines and to the extent permitted by applicable ordinance shall be entitled to make a reasonable charge for such installation as set out in the

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Schedules of Miscellaneous Service Charges filed with the appropriate regulatory authorities. Company has title to all yard lines and mains and is responsible for their maintenance and repair.

- (d) Housepiping: Consumer shall be responsible for installing and maintaining Consumer's housepiping. Company may refuse service to any consumer whose housepiping is inadequate or unsafe, but 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. Information relating to piping may be obtained at the Company's local offices.
- (e) 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 inches in diameter. Gas main extensions of a 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. ADDITIONAL CHARGES RELATING TO GAS SERVICE

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, in person, or in writing 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.

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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;
 - (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. 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;

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- (C) failure to pay a bill to correct previous underbilling due to misapplication of rates more than six 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.

- (1) Bills are due and payable when rendered; the bill shall be past due not 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.
- (2) The Company may offer an inducement for prompt payment of bills by allowing a discount in the amount of 5% for payment within 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 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; and

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- (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.
- (4) Utility service may be disconnected for any of the following reasons:
 - (A) failure to pay a delinquent account or failure to comply with the terms of a written agreement for installment payment of a delinquent account;
 - (B) violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation;
 - (C) failure to comply with deposit or guarantee arrangements where required by these rules and regulations;
 - (D) without notice where a known dangerous condition exists for as long as the condition exists;
 - (E) tampering with the Company's meter or equipment or bypassing the same;
 - (F) for use of gas 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 misrepresentation in relation to the consumption of gas 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;

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- (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 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) 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 within five working days of the issuance of the utility 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

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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:

- (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 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

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previous four years, the Company may charge a fee for the test, not to exceed \$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.

- (2) Notwithstanding Paragraph (1), above, if the meter is found to be more than nominally defective, to either 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 (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 months, or
 - (ii) the last test of the meter, whichever is shorter. Any resulting underbillings or overbillings are to be corrected in subsequent bills, unless service is terminated, in which event a monetary adjustment is to be made. This requirement for a correction may be foregone by the Company if the error is to the Company's disadvantage.
- (4) If a meter is found not to register for any period of time, 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 randomly sampled of varying ages. The period of presumed accuracy is the period during which not less than 70% of the randomly sampled meters exhibit accuracy in the range of 2% fast to 2% slow.

11. DEPOSITS FROM CONSUMERS TO GUARANTEE PAYMENTS OF BILLS

(a) Establishment of credit for residential applicants.

- (1) The Company may require a residential applicant for service to satisfactorily establish credit but such establishment of credit shall not relieve the customer from complying

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with rules for prompt payment of bills. Subject to these rules, a residential applicant shall not be required to make a deposit;

- (A) if the residential applicant has been a customer of any utility for the same kind of service within the last two years and is not delinquent in payment of any such utility service account and during the last twelve consecutive months of service did not have more than one occasion in which a bill for such utility service was paid after becoming delinquent and never had service disconnected for nonpayment; or
 - (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 utility, 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 amounts due the Company or execute a written deferred payment agreement, if offered, and reestablish credit as provided herein.
- (c) Amount of deposit and interest for residential service and exemption from deposit.
- (1) The required residential deposit shall not exceed an amount equivalent to one-sixth of the estimated annual billings (rounded up to the nearest \$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 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 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 years. No cash deposit shall be required of such applicant under these conditions.

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- (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 days of receipt of deposit, no interest payment shall be made. If the Company retains the deposit more than thirty days, payment of interest shall be made retroactive to the date of deposit.
 - (A) 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 web site. 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 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.

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- (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 consecutive residential bills without having service disconnected for nonpayment of bills and without having more than two 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.
- (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.

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12. DISCONTINUANCE BY CONSUMER

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

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

Immediate notice must be given to Company by Consumer of any escaping gas on Consumer's premises. No flame shall be taken near the point where gas is escaping. Company shall not be liable for any damage or loss caused by the escape of gas from Consumer's housepiping or Consumer's appliances.

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 authorized employee of Company to adjust, repair, connect, or disconnect, or in any way tamper with the meter, lines or any other equipment of Company used in serving Consumer's premises.

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 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

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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 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

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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
 - (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. The Company may exhaust its stock of non-conforming bill forms existing on the effective date hereof before compliance is required with this section.
- (c) Where there is a good reason for doing so, estimated bills may be submitted provided that an actual meter reading is taken at least every six months. For the second consecutive month in which the meter reader is unable to gain access to the premises to read the meter on regular meter reading trips, or in months where meters are not read otherwise, the Company shall provide the

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customer with a postcard and request that the customer read the meter and return the card to the utility if the meter is of a type that can be read by the customer without significant inconvenience or special tools or equipment. If such a postcard is not received by the Company in time for billing, the Company may estimate the meter reading and render the bill accordingly.

- (d) Disputed bills.
 - (1) In the event of a dispute between the customer and the Company regarding the bill, the Company shall forthwith make such investigation as is required by the particular case and report the results thereof to the customer. If the customer wishes to obtain the benefit of subsection (2) hereunder, notification of the dispute must be given to the Company prior to the date the bill becomes delinquent. In the event the dispute is not resolved, the Company shall inform the customer of the complaint procedures of the appropriate regulatory authority.
 - (2) Notwithstanding any other provisions of these rules and regulations, the customer shall not be required to pay the disputed portion of the bill which exceeds the amount of that customer's average usage for the billing period at current rates until the earlier of the following: (1) resolution of the dispute; or (2) the expiration of the sixty (60) day period beginning on the day the disputed bill is issued. For purposes of this section only, the customer's average usage for the billing period shall be the average of the customer's usage for the same billing period during the preceding two (2) years. Where no previous usage history 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 working days. Those applications for individual residential service requiring line extensions should be filled within ninety days unless unavailability of materials 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 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 beyond the control of the Company, a delay in excess of ninety days may be found to constitute a refusal to serve.

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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 utility'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 utility 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) Post a notice in a conspicuous place in each business office of the utility where applications for service are received informing the public that copies of the current rate schedules and rules relating to the service of the Company, as filed with the Commission, are available for inspection;
 - (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 its 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 customers either at its office, by letter, or by telephone, the Company shall promptly make a suitable investigation and advise the complainant of the results thereof. 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, either by letter or by telephone, from the regulatory authority on behalf of a customer, the Company shall make a suitable investigation and

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advise the regulatory authority and complainant of the results thereof. Initial response shall be made within 30 days. The Commission encourages all customer complaints to be made in writing to assist the regulatory authority in maintaining records of the quality of service of the Company.

- (d) Deferred payment plan. The Company may, but is not required to, offer a written deferred payment plan for delinquent residential accounts. If such a plan is offered, it shall conform to the following guidelines:
 - (1) Every deferred payment plan entered into due to the customer's inability to pay the outstanding bill in full must provide that service will not be discontinued if the customer pays current bills and a reasonable amount of the outstanding bill and agrees to pay the balance in reasonable installments until the bill is paid.
 - (2) For purposes of determining reasonableness under these rules the following shall be considered: size of delinquent account; customer's ability to pay; customer's payment history; time that the debt has been outstanding; reasons why debt has been outstanding; and other relevant factors concerning the circumstances of the customer.
 - (3) A deferred payment plan offered by the Company shall state, immediately preceding the space provided for the customer's signature and in bold face print at least two sizes larger than any other 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".
 - (4) A deferred payment plan may include a one time five per cent penalty for late payment on the original amount of the outstanding bill except in cases where the outstanding bill is usually 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 has not fulfilled terms of a deferred payment agreement or refuses to sign the same, the Company shall have the right to disconnect pursuant to disconnection rules herein and, under such circumstance, it shall not be required to offer a subsequent negotiation of a deferred payment plan prior to disconnection.
 - (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, or marital status.
- (e) Delayed payment of bills by elderly persons.
 - (1) Applicability. This subparagraph applies only to:
 - (A) A utility that assesses late payment charges on residential customers and that suspends service before the 26th day after the date of the bill for which collection action is taken;

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- (B) Utility bills issued on or after August 30, 1993; and
 - (C) An elderly person, as defined in subparagraph (ii) of this paragraph, who is a residential customer and who occupies the entire premises for which a delay is requested.
- (2) Definitions.
- (A) Elderly person--A person who is 60 years of age or older.
 - (B) Utility--A gas utility or municipally owned utility, as defined in Texas Utilities Code, §§ 101.003(7), 101.003(8), and 121.001-121.006.
- (3) An elderly person may request that the utility implement the delay for either the most recent utility bill or for either the most recent utility bill and each subsequent utility bill.
- (4) On request of an elderly person, a utility shall delay without penalty the payment date of a bill for providing utility services to that person until the 25th day after the date on which the bill is issued.
- (5) The utility may require the requesting person to present reasonable proof that the person is 60 years of age or older.
- (6) Every utility shall notify its customers of this delayed payment option no less often than yearly. A utility may include this notice with other information provided pursuant to subparagraph (A) of this paragraph.

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 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 12 months 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 which have been deferred 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.

- (4) Annual Automatic Enrollment Program:

- (A) The AMB Program may be made available to non-qualifying customers through an Annual Automatic Enrollment Program ("AAEP"). By enrolling in the AAEP, a non-qualifying customer may participate in the AAEP.

24. SUSPENSION OF GAS UTILITY SERVICE DISCONNECTION DURING AN EXTREME WEATHER EMERGENCY (Effective: May 12, 2002)

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- (a) Applicability and scope. This rule applies to gas utilities, as defined in Texas Utilities Code, §101.003(7) and §121.001, and to owners, operators, and managers of mobile home parks or apartment houses who purchase natural gas through a master meter for delivery to a dwelling unit in a mobile home park or apartment house, pursuant to Texas Utilities Code, §§124.001-124.002, within the jurisdiction of the Railroad Commission pursuant to Texas Utilities Code, §102.001. For purposes of this section, all such gas utilities and owners, operators and managers of master meter systems shall be referred to as "providers." Providers shall comply with the following service standards. A gas distribution utility shall file amended service rules incorporating these standards with the Railroad Commission in the manner prescribed by law.
- (b) Disconnection prohibited. 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, a provider 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 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 provider 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 provider are available for the purpose of receiving payment or making collections and reconnecting service.
- (c) Payment plans. Providers 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 this title, relating to Quality of Service.
- (d) Notice. Beginning in the September or October billing periods utilities and owners, operators, or managers of master metered systems shall give notice as follows:
 - (1) Each utility shall provide a copy of this rule to the social services agencies that distribute funds from the Low Income Home Energy Assistance Program within the utility's service area.
 - (2) Each utility shall provide a copy of this rule 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.

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- (3) Each utility shall provide a copy of this rule to all residential customers of the utility and customers who are owners, operators, or managers of master metered systems.
- (4) Owners, operators, or managers of master metered systems shall provide a copy of this rule to all of their customers.
- (e) In addition to the minimum standards specified in this section, providers may adopt additional or alternative requirements if the provider files a tariff with the Commission pursuant to §7.44 of this title (relating to Filing of Tariffs). The Commission shall review the tariff to ensure that at least the minimum standards of this section are met.

Gas Utilities Docket No. 10567

FINAL ORDER

ATTACHMENT 3

GUD No. 10567
Settlement Exhibit C
Page 1 of 2

CenterPoint Energy
Houston Division
GUD No. 10567

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	
Line No.	Class	SUB - FCA	Description	ADJUSTED PLANT BALANCE	ADJUSTED DEPRECIATION RATE	ADJUSTED DEPRECIATION ACCRUALS- ANNUAL	ADJUSTED ACCUMULATED DEPRECIATION	NET PLANT	STANDARD ALLOCATION	STANDARD AMOUNT
Intangible Plant										
1	G30201	6010	PERPETUAL F & C	\$ 4,913	0.00%	\$ -	\$ -	\$ 4,913		
2	G30301	6030	P/L INTERCONNECTION/OTHER		3.26%	-	-			
3	G30301	6035	MISC INTANG PLANT	23,065,785	20.00%	4,613,157	(9,116,816)	13,948,969		
4	G30301	6035	MISC INTANG PLANT - CORP	80,355	0.00%	-	(80,355)	0		
5	G30301	6035	MISC INTANG PLANT - CORP	50,024	10.00%	5,002	(33,403)	16,621		
6	G30301	6035	MISC INTANG PLANT - CORP	158,918	20.00%	31,784	(79,619)	238,537		
7	G30301	6050	SOFTWARE - MISC	167,289	20.00%	33,458	(96,446)	70,843		
8	G30301	6050	SOFTWARE - MISC - CORP	12,217	0.00%	-	(12,217)	-		
9	G30301	6060	SOFTWARE - MISC - CORP	773,032	20.00%	154,606	(526,684)	246,349		
10	G30301	6060	SOFTWARE - SAP	924,910	10.00%	92,491	(104,537)	820,374		
11	G30301	6060	SOFTWARE - SAP - CORP	1,188,581	10.00%	118,858	(406,099)	782,482		
12	Subtotal			\$ 26,426,024		\$ 5,049,356	\$ (10,296,937)	\$ 16,129,088		
Distribution Plant										
13	G37401	6840	LAND - GENERAL	\$ 4,231,193	0.00%	\$ -	\$ -	\$ 4,231,193		
14	G37402	6880	LD RTS-ROW-GEN DIST	891,672	1.37%	12,216	(269,156)	622,516		
15	G37501	6900	STRUCT-CG ML IND M/R	909,498	1.84%	16,735	(404,090)	505,408		
16	G37601	6940	MAINS -NON CAST IRON	3,282,178	0.00%	-	(4,441,197)	(1,159,019)		
17	G37601	6951	MAINS - STEEL	259,521,166	3.95%	10,251,086	(153,810,124)	105,711,042		
18	G37601	6952	MAINS - PLASTIC	249,505,811	2.67%	6,661,805	(82,042,052)	167,463,759		
19	G37801	6980	M/R STAT EQUIP-GEN	6,458,327	3.66%	236,375	(2,789,015)	3,669,312		
20	G37801	7000	M/R STAT EQ - DODOR EQ	2,239,183	6.53%	146,219	(496,098)	1,743,085		
21	G37901	7010	M/R STAT EQ - CTY GT	16,076,697	3.50%	562,684	(6,446,297)	9,630,400		
22	G38001	7022	SERVICES - STEEL	27,035,302	4.74%	1,281,473	(27,141,226)	(105,924)		
23	G38001	7023	SERVICES - PLASTIC	324,029,679	4.03%	13,058,396	(151,339,293)	172,690,386		
24	G38101	7050	METERS-DOMESTIC/SMALL - M&R	66,786,131	3.39%	2,264,118	(24,593,035)	42,195,096		
25	G38201	7080	MTR INSTALL-DOM/SMALL	76,663,300	3.33%	2,552,888	(35,532,462)	41,130,838		
26	G38201	7090	MTR INSTALL-IND/LARGE	25,053,859	4.05%	1,014,681	(14,712,479)	10,341,380		
27	G38301	7120	REG - DOMESTIC/HOUSE - M&R	27,236,188	3.45%	939,648	(10,497,654)	16,738,534		
28	G38301	7130	REG - INDUSTRIAL	20,652	3.86%	797	(10,122)	10,530		
29	G38501	7150	IND M/R STAT EQUIP	13,756,928	2.94%	404,454	(1,263,087)	12,493,841		
30	G38601	7157	OTHER PROP - CUST PREM	-	-	-	-	-		
31	G38701	7160	OTHER EQ - CNG EQUIP	2,155,636	2.69%	57,987	(1,311,641)	843,995		
32	G38701	7160	OTHER EQ - CNG EQUIP - CORP	5,964	2.69%	160	(4,143)	1,821		
33	Subtotal			\$ 1,105,861,364		\$ 39,461,722	\$ (517,103,370)	\$ 588,757,994		
General Plant										
34	G38901	7180	LAND	\$ 28,207	0.00%	\$ -	\$ -	\$ 28,207		
35	G39001	7200	STRUCT/IMPR - GEN	19,301,947	2.92%	563,617	(1,729,296)	17,572,651		
36	G39002	7225	LEASEHOLD IMPROVEMTS 15 YR	-	6.67%	-	35,981	35,981		
37	G39002	7225	LEASEHOLD IMPROVEMTS - CORP 15 YR	99,049	6.67%	6,607	(86,124)	12,925		
38	G39002	7225	LEASEHOLD IMPROVEMTS 5 YR	-	20.00%	-	-	-		
39	G39002	7225	LEASEHOLD IMPROVEMTS - CORP 5 YR	-	20.00%	-	-	-		
40	G39101	7230	FURNITURE & EQUIP	11,780	5.00%	589	15,854	27,634		
41	G39101	7230	FURNITURE & EQUIP - CORP	165,752	5.00%	8,288	(13,235)	152,517		
42	G39101	7232	OFFICE EQUIP-GENERAL	1,905,291	5.00%	95,265	(609,752)	1,295,539		
43	G39101	7232	OFFICE EQUIP-GENERAL - CORP	711,567	5.00%	35,578	(711,567)	-		
44	G39102	7260	COMPUTER EQ - MISC	10,838,668	14.29%	1,548,846	(3,686,552)	7,152,116		
45	G39102	7260	COMPUTER EQ - MISC -GAS SUPPT	174,114	14.29%	24,881	(50,236)	123,878		
46	G39102	7260	COMPUTER EQ - MISC - CORP	963,556	14.29%	137,692	(560,456)	403,100		
47	G39401	7362	TOOLS/WORK EQUIP-ENT	3,563,985	14.29%	509,293	(1,556,893)	2,007,092		
48	G39401	7364	SHOP EQUIP-ENT	-	8.33%	-	(72)	(72)		
49	G39401	7366	GARAGE EQUIP-ENT	-	8.33%	-	(195)	(195)		
50	G39501	7370	LAB EQUIPMENT	84,188	6.67%	5,615	(42,996)	41,192		
51	G39701	7390	COMM EQ	5,089,967	5.00%	254,498	(3,152,870)	1,937,097		
52	G39701	7390	COMM EQ - CORP	23,737	5.00%	1,187	(7,568)	16,168		
53	G39703	7420	COMM EQ - MTR RD/ERTS	76,867,402	5.00%	3,843,370	(14,924,451)	61,942,951		
54	G39801	7450	MISC EQ	626,349	6.67%	41,777	(29,157)	334,783		
55	G39801	7450	MISC EQ - GAS SUPPT	1,999	6.67%	133	(349)	1,650		
56	G39801	7450	MISC EQ - CORP	77,224	6.67%	5,151	(29,700)	47,524		
57	Subtotal			\$ 120,534,783		\$ 7,082,387	\$ (27,402,043)	\$ 93,132,738		
Transportation & Power Operated Equipment										
58	G39201	7300	AUTOS	972,950	13.06%	127,067.00	(330,222.28)	642,727		
59	G39201	7300	AUTOS - GAS SUPPT	67,959	13.06%	8,875	(5,960)	61,999		
60	G39201	7300	AUTOS - CORP	53,878	13.06%	7,037	(18,137)	35,742		
61	G39201	7320	TRUCKS	17,965,668	13.06%	2,346,316	(6,967,394)	10,998,274		
62	G39201	7320	TRUCKS - GAS SUPPT	12,872	13.06%	1,681	(8,563)	2,309		
63	G39201	7320	TRUCKS - CORP	88,990	13.06%	11,622	35,401	124,391		
64	G39201	7340	TRAILERS	711,710	13.06%	92,949	(553,644)	158,066		
65	G39201	7340	TRAILERS - CORP	181,699	13.06%	23,730	(48,950)	132,749		
66	G39601	7380	POWER OPER EQUIP	2,326,039	10.64%	247,491	(904,779)	1,421,260		
67	G39601	7380	POWER OPER EQUIP - CORP	6,070	10.64%	646	(880)	5,190		
68	Subtotal			\$ 22,387,835		\$ 2,867,414	\$ (8,803,128)	\$ 13,584,706		
69	RWIP						\$ 2,607,272	\$ 2,607,272		
70	Houston Division			\$ 1,275,210,006		\$ 54,460,879	\$ (560,998,206)	\$ 714,211,800	96.7230%	\$ 690,807,079

Houston

CenterPoint Energy
Texas Coast Division
GUD No. 10567

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
				ADJUSTED	ADJUSTED	ADJUSTED	ADJUSTED			
Line No	Class	SUB - FCA	Description	BALANCE	DEPRECIATION RATE	DEPRECIATION ACCRUALS-ANNUAL	ACCUMULATED DEPRECIATION	NET PLANT	STANDARD ALLOCATION	STANDARD AMOUNT
Intangible Plant										
1	G30201	6010	PERPETUAL F & C	\$ 418	0.00%	\$ -	\$ -	\$ 418		
2	G30301	6030	P/L INTERCONN/OTHER	503,617	3.26%	16,404	(32,936)	470,681		
3	G30301	6035	MISC INTANG PLANT	6,737,111	20.00%	1,347,422	(2,693,725)	4,043,385		
4	G30301	6035	MISC INTANG PLANT - CORP	22,717	0.00%	-	(22,717)	(0)		
5	G30301	6035	MISC INTANG PLANT - CORP	14,142	10.00%	1,414	(9,443)	4,699		
6	G30301	6035	MISC INTANG PLANT - CORP	44,927	20.00%	8,985	(22,509)	67,436		
7	G30301	6050	SOFTWARE - MISC	107,154	20.00%	21,431	(56,994)	50,160		
8	G30301	6050	SOFTWARE - MISC - CORP	3,454	0.00%	-	(3,454)	-		
9	G30301	6050	SOFTWARE - MISC - CORP	218,543	20.00%	43,709	(148,898)	69,645		
10	G30301	6060	SOFTWARE - SAP	249,087	10.00%	24,909	(28,464)	220,623		
11	G30301	6060	SOFTWARE - SAP - CORP	336,023	10.00%	33,602	(114,806)	221,217		
12	Subtotal			\$ 8,237,191		\$ 1,497,876	\$ (3,088,929)	\$ 5,148,264		
Distribution Plant										
13	G37401	6840	LAND - GENERAL	\$ 210,973	0.00%	\$ -	\$ 14,196.00	\$ 225,169		
14	G37402	6880	LD RTS-ROW-GEN DIST	267,984	1.37%	3,671	(7,497)	260,487		
15	G37501	6900	STRUCT-CG ML IND M/R	170,931	1.84%	3,145	(42,760)	128,171		
16	G37601	6940	MAINS -NON CAST IRON	-	0.00%	-	0	0		
17	G37601	6951	MAINS - STEEL	43,418,581	3.95%	1,715,034	(21,850,604)	21,567,977		
18	G37601	6952	MAINS - PLASTIC	101,196,657	2.67%	2,701,951	(26,195,015)	75,001,642		
19	G37801	6980	M/R STAT EQUIP-GEN	1,875,835	3.66%	68,656	(412,909)	1,462,926		
20	G37801	7000	M/R STAT EQ - ODOR EQ	680,332	6.53%	44,426	(97,906)	582,426		
21	G37901	7010	M/R STAT EQ - CTY GT	7,483,102	3.50%	261,909	(3,214,512)	4,268,590		
22	G38001	7022	SERVICES - STEEL	3,276,815	4.74%	155,321	(7,255,339)	(3,978,524)		
23	G38001	7023	SERVICES - PLASTIC	91,288,179	4.03%	3,678,914	(33,743,857)	57,544,322		
24	G38101	7050	METERS-DOMESTIC/SMALL - M&R	19,298,036	3.39%	654,203	(7,696,874)	11,601,162		
25	G38201	7080	MTR INSTALL-DOM/SMALL	21,610,779	3.33%	719,639	(10,183,733)	11,427,046		
26	G38201	7090	MTR INSTALL-IND/LARGE	2,792,317	4.05%	113,089	(1,220,378)	1,571,939		
27	G38301	7120	REG - DOMESTIC/HOUSE - M&R	7,898,419	3.45%	272,495	(3,301,996)	4,596,423		
28	G38301	7130	REG - INDUSTRIAL	-	3.86%	-	(0)	(0)		
29	G38501	7150	IND M/R STAT EQUIP	2,300,432	2.94%	67,633	(312,513)	1,987,919		
30	G38601	7157	OTHER PROP - CUST PREM	-	-	-	55	55		
31	G38701	7160	OTHER EQ - CNG EQUIP	458,758	2.69%	12,341	(284,789)	173,969		
32	G38701	7160	OTHER EQ - CNG EQUIP - CORP	1,687	2.69%	45	(1,171)	516		
33	Subtotal			\$ 304,229,817		\$ 10,472,472	\$ (115,897,602)	\$ 188,422,215		
General Plant										
34	G38901	7180	LAND	\$ 265,534	0.00%	\$ -	\$ -	\$ 265,534		
35	G39001	7200	STRUCT/IMPR - GEN	3,381,900	2.92%	98,751	(249,323)	3,132,577		
36	G39002	7225	LEASEHOLD IMPROVEMTS 15 YR	57,668	6.67%	3,846	3,880	61,548		
37	G39002	7225	LEASEHOLD IMPROVEMTS - CORP 15 YR	28,002	6.67%	1,868	(24,348)	3,654		
38	G39002	7225	LEASEHOLD IMPROVEMTS 5 YR	-	20.00%	-	-	-		
39	G39002	7225	LEASEHOLD IMPROVEMTS - CORP 5 YR	-	20.00%	-	-	-		
40	G39101	7230	FURNITURE & EQUIP	3,232	5.00%	162	(121)	3,111		
41	G39101	7230	FURNITURE & EQUIP - CORP	46,880	5.00%	2,343	(3,742)	43,138		
42	G39101	7232	OFFICE EQUIP-GENERAL	185,511	5.00%	9,276	11,466	196,977		
43	G39101	7232	OFFICE EQUIP-GENERAL - CORP	201,167	5.00%	10,058	(201,166)	0		
44	G39102	7260	COMPUTER EQ - MISC	2,266,141	14.29%	323,832	(542,277)	1,723,863		
45	G39102	7260	COMPUTER EQ - MISC - GAS SUPPT	49,242	14.29%	7,037	(668,666)	(619,424)		
46	G39102	7260	COMPUTER EQ - MISC - CORP	272,406	14.29%	38,927	496,013	768,419		
47	G39401	7362	TOOLS/WORK EQUIP-ENT	875,161	14.29%	125,061	(470,169)	404,992		
48	G39401	7364	SHOP EQUIP-ENT	-	8.33%	-	(4,972)	(4,972)		
49	G39401	7366	GARAGE EQUIP-ENT	-	8.33%	-	-	-		
50	G39501	7370	LAB EQUIPMENT	(0)	6.67%	-	-	(0)		
51	G39701	7390	COMM EQ	340,707	5.00%	17,035	(692,866)	(352,159)		
52	G39701	7390	COMM EQ - CORP	6,710	5.00%	336	(2,140)	4,571		
53	G39703	7420	COMM EQ - MTR RD/ERTS	21,655,002	5.00%	1,082,750	(2,044,441)	19,610,561		
54	G39801	7450	MISC EQ	32,270	6.67%	2,152	(44,764)	(12,494)		
55	G39801	7450	MISC EQ - GAS SUPPT	566	6.67%	38	(99)	467		
56	G39801	7450	MISC EQ - CORP	21,819	6.67%	1,455	(8,395)	13,424		
57	Subtotal			\$ 29,689,898		\$ 1,724,927	\$ (4,446,130)	\$ 25,243,768		
Transportation & Power Operated Equipment										
58	G39201	7300	AUTOS	\$ 212,714	13.06%	\$ 27,780.00	\$ (31,599.01)	\$ 181,115		
59	G39201	7300	AUTOS - GAS SUPPT	19,220	13.06%	2,510	(1,686)	17,534		
60	G39201	7300	AUTOS - CORP	15,233	13.06%	1,989	(5,127)	10,106		
61	G39201	7320	TRUCKS	3,723,498	13.06%	486,289	(223,066)	3,500,432		
62	G39201	7320	TRUCKS - GAS SUPPT	3,641	13.06%	475	(2,422)	1,219		
63	G39201	7320	TRUCKS - CORP	25,158	13.06%	3,286	10,008	35,167		
64	G39201	7340	TRAILERS	321,839	13.06%	42,032	(101,370)	220,469		
65	G39201	7340	TRAILERS - CORP	51,368	13.06%	6,709	(13,839)	37,530		
66	G39601	7380	POWER OPER EQUIP	879,435	10.64%	93,572	(191,845)	687,590		
67	G39601	7380	POWER OPER EQUIP - CORP	1,716	10.64%	183	(249)	1,467		
68	Subtotal			\$ 5,253,822		\$ 664,825	\$ (581,194)	\$ 4,692,628		
69	RWIP						\$ 759,837	\$ 759,837		
70	Texas Coast Division			\$ 347,410,728		\$ 14,360,100	\$ (123,144,016)	\$ 224,266,711	96.7230%	\$ 216,917,491