Gas Utilities Docket No. 10567 Proposal for Decision <u>ATTACHMENT 1</u>

Parsley Coffin Renner

A Limited Liability Partnership

Post Office Box 13366 Austin. Texas 78711 Telephone (512) 879-0900 Fax (512) 879-0912

April 7, 2017

Hon. John Dodson Administrative Law Judge Railroad Commission of Texas 1701 N. Congress Austin, Texas 78701

Re:

GUD No. 10567; Statement of Intent of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas to Increase Rates in the Houston Division and Texas Coast Division

Dear Judge Dodson:

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint"), the City of Houston/Houston Coalition of Cities, the Texas Coast Utilities Coalition; the Gulf Coast Coalition of Cities; and the Staff of the Railroad Commission of Texas, (collectively, the "Signatories") have reached a Unanimous Settlement Agreement that resolves all issues related to the above-referenced docket. By reaching this agreement, the Signatories have avoided significant litigation costs that would otherwise have been incurred to take this case and any related rate case expense proceeding to hearing. I have attached an executed copy of the Unanimous Settlement Agreement, which includes agreed rate schedules. CenterPoint requests that this docket be placed for final decision at the earliest available Railroad Commission Conference.

Please do not hesitate to contact our office if you have any questions or concerns.

Best regards.

MAS/ltr Attachment

cc: Ms. Kari French, Director, Gas Services Division

All Parties of Record

The part of the same of the sa

WIT SOD LT NU A -

GUD NO. 10567

STATEMENT OF INTENT OF CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS TO INCREASE RATES IN THE HOUSTON DIVISION AND TEXAS COAST DIVISION	<i>©</i> © © © © © © © © © © © © © © © © © ©	BEFORE THE LEGAL COMMISSION RAILROAD COMMISSION OF TEXAS
--	--	--

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/HCOC, 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	100.00%		8.0237%	10.8745%
Cost of Capital				

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

- The Standard Sales service allocation factor is 96.7230%.
- 6. 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
- 7. The Signatories agree to the depreciation rates reflected in Exhibit C.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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:
 - a. 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 gasrelated 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/HCOC, 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	Inv	oices Due and Est. to Completion	TOTAL
CenterPoint	\$ 1,107,462.44	\$	142,732.68	\$ 1,250,195.12
СОН/НСОС	\$ 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/HCOC, 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.

Agre	ed to this 7th day of April 2017.
CEN'	TERPOINT ENERGY RESOURCES CORP.
Ву:	Mark Santos Attorney for CenterPoint Energy Resources Corp.
CITY	OF HOUSTON/HOUSTON COALITION OF CITIES
Ву:	Alton Hall Attorney for City of Houston/Houston Coalition of Cities
TEXA	AS COAST UTILITIES COALITION
Ву:	Alfred R. Herrera Attorney for Texas Coast Utilities Coalition
GULF	COAST COALITION OF CITIES
Ву:	Thomas Brocato Attorney for Gulf Coast Coalition of Cities
STAF	F OF THE RAILROAD COMMISSION OF TEXAS
Ву:	Natalie Dubiel Attorney for Staff of the Railroad Commission of Texas

Agreed	to this day of April 2017.
CENTE	ERPOINT ENERGY RESOURCES CORP.
	Mark Santos Attorney for CenterPoint Energy Resources Corp.
CITY C	F HOUSTON/HOUSTON COALITION OF CITIES
_	Alton Hall Attorney for City of Houston/Houston Coalition of Cities
TEXAS	COAST UTILITIES COALITION
	Alfred R. Herrera Attorney for Texas Coast Utilities Coalition
GULF (COAST COALITION OF CITIES
	Thomas Brocato Attorney for Gulf Coast Coalition of Cities
STAFF	OF THE RAILROAD COMMISSION OF TEXAS
	Natalie Dubiel Attorney for Staff of the Railroad Commission of Texas

Agree	d to this day of April 2017.
CENT	ERPOINT ENERGY RESOURCES CORP.
Ву:	Mark Santos Attorney for CenterPoint Energy Resources Corp.
CITY	OF HOUSTON/HOUSTON COALITION OF CITIES
Ву:	Alton Hall Attorney for City of Houston/Houston Coalition of Cities
TEXA By:	Alfred R. Herrera Attorney for Texas Coast Utilities Coalition
GULF	COAST COALITION OF CITIES
Ву:	Thomas Brocato Attorney for Gulf Coast Coalition of Cities
STAF.	F OF THE RAILROAD COMMISSION OF TEXAS
Ву:	Natalie Dubiel Attorney for Staff of the Railroad Commission of Texas

Agree	Agreed to this day of April 2017.				
CEN1	ERPOINT ENERGY RESOURCES CORP.				
Ву:	Mark Santos Attorney for CenterPoint Energy Resources Corp.				
CITY	OF HOUSTON/HOUSTON COALITION OF CITIES				
Ву:	Alton Hall Attorney for City of Houston/Houston Coalition of Cities				
TEXA	S COAST UTILITIES COALITION				
Ву:	Alfred R. Herrera Attorney for Texas Coast Utilities Coalition				
GULF	COAST COALITION OF CITIES				
Ву:	Thomas Brocato Attorney for Gulf Coast Coalition of Cities				
STAF	F OF THE RAILROAD COMMISSION OF TEXAS				
By:	Natalic Dubiel Attorney for Staff of the Railroad Commission of Texas				

Agree	ed to this 44 day of April 2017.
CENT	TERPOINT ENERGY RESOURCES CORP.
Ву:	Mark Santos Attorney for CenterPoint Energy Resources Corp.
CITY	OF HOUSTON/HOUSTON COALITION OF CITIES
Ву:	Alton Hall Attorney for City of Houston/Houston Coalition of Cities
TEXA	AS COAST UTILITIES COALITION
Ву:	Alfred R. Herrera Attorney for Texas Coast Utilities Coalition
GULF	COAST COALITION OF CITIES
Ву:	Thomas Brocato Attorney for Gulf Coast Coalition of Cities
STAFI	F OF THE RAILROAD COMMISSION OF TEXAS
By:	Natalie Dubiel Attorney for Staff of the Railroad Commission of Texas

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

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.

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

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

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

RULES AND REGULATIONS

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.

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

RULES AND REGULATIONS

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 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.

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 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

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 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.

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 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

CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS HOUSTON DIVISION RATE SHEET RATE CASE EXPENSE RECOVERY RATE SCHEDULE NO. RCE-11

APPLICATION OF SCHEDULE

**	all residential, small commercial, and large volume customers in the Houston Division y's Statement of Intent to Increase Rates filed on November 16, 2016.
	the recovery of rate case expense ("RCE") and shall be in effect beginning on or afterod or until all approved expenses are collected.
MONTHLY RATE RE	COVERY FACTOR:
Residential	\$per bill
General Service-Small	\$per bill
General Service-Large	\$per bill

RULES AND REGULATIONS

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

COMPLIANCE

The Company will file annually, due on the 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 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.

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

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

CENTERPOINT ENERGY RESOURCES CORP. 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.

PGA Rate (per Mcf sold) = $[(G * R) \pm RC]$ rounded to the nearest \$0.0001 PGA Rate (per Ccf sold) = PGA Rate (per Mcf sold) \div 10

- 7. **General Service Customer**: residential, small commercial and large volume customers.
 - . **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. 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

- 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. 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

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.

H. ANNUAL RECONCILIATION REPORT

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

- 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.

ANNUAL RECONCILIATION REPORT TWELVE MONTH ENDING

A. COST OF PURCHASED GAS			B. COST OF GAS REVENUE			
		TOTAL PU	RCHASES		TOTAL	SALES
		Mcf @ 14.65	\$ Dollars		Mcf @ 14.65	\$ Dollars
Prie	or Period Adjustments	-	\$ -	Prior Period Adjustments	-	\$ -
Year	Month 1	-	-	Year Month 1	-	-
Year	Month 2	-	-	Year Month 2	-	-
Year	Month 3	-	-	Year Month 3	-	-
Year	Month 4	-	-	Year Month 4	-	-
Year	Month 5	-	-	Year Month 5	-	-
Year	Month 6	-	-	Year Month 6	-	=
Year	Month 7	-	-	Year Month 7	-	=
Year	Month 8	-	-	Year Month 8	-	-
Year	Month 9	-	-	Year Month 9	-	-
Year	Month 10	-	=	Year Month 10	-	=
Year	Month 11	-	=	Year Month 11	=	=
Year	Month 12	-	-	Year Month 12	-	-
	Total	-	\$ -	Total	_	\$ -

ANNUAL RECONCILIATION REPORT TWELVE MONTH ENDING

C. MONTHLY BALANCE										
	TOTAL PURCHASES \$ Dollars	TOTAL COG REVENUE \$ Dollars	(OVER) / UNDER COLLECTION OF COG \$ Dollars	ADJUSTMENTS \$ Dollars	GROSS RECEIPTS &-FRANCHISE TAX- \$_Dollars	BAD DEBTS \$ Dollars	FERC PARTICIPATION EXPENSES S Dollars	OTHER CREDITS \$ Dollars	CUMULATIVE BALANCE \$ Dollars	CUMULATIVE BALANCE EXCLUDING INTEREST \$ Dollars
Ending Balance Brought Forward Prior Period Adjustments	\$ -	\$ -	s -	s -	\$	S -	s -	S -	s - s -	\$ - \$ -
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	\$ -	\$ -	\$ -	\$ -	\$	S -	S -	S -		
				1 Prior Years Interest Calc						

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

ANNUAL RECONCILIATION REPORT TWELVE MONTH ENDING

D.	SALES VOLUMES		E. Interest on PGA Balance	
		Actual Mcf @ 14.65	12 months Average (O)/U Balance	\$ -
Year	Month 1	_	Interest Rate	6.00%
Year	Month 2		Total Interest on (O)/U Balance	\$ -
Year	Month 3	_	Total interest on (0), 6 Bartanee	Ψ
Year	Month 4	-		
Year	Month 5	-		
Year	Month 6	-		
Year	Month 7	-		
Year	Month 8	-		
Year Year	Month 9 Month 10	-		
Year	Month 11			
Year	Month 12	_		
	Total	-		
F.	Reconciliation Componen	•		
г.	Reconciliation Componen			
	TME Cumulative (O)/U Bala	nce Excluding Interest	\$ -	
	UAF Adjustment			
	Total Interest on (O)/U Balar	nce	-	
	Total		\$ -	
	10tai		φ =	
	Divided By:			
	Sales Volume		-	
	RECONCILIATION COM	PONENT	\$ - Per Mcf	
	RECORCIEIATION COM	OTTENT.	ψ - Tel Wei	<u>_</u>

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.

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 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

(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;
 - (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
 - (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;
 - (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 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 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 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.
 - (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.
 - (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.

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 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 fortyeight hours of interruptions in service affecting the entire system or any major division thereof lasting more than four hours. The notice shall also state the cause

of such interruptions. If any service interruption is reported to the Commission otherwise (for example, as a curtailment report or safety report), such other report is sufficient to comply with the terms of this paragraph.

19. WAIVER OF RULES

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

20. BILLING

- (a) Bills for gas service shall be rendered monthly, unless otherwise authorized or unless service is rendered for a period less than a month. Bills shall be rendered as promptly as possible following the reading of meters.
- (b) The customer's bill must show all the following information:
 - (1) If the meter is read by the Company, the date and reading of the meter at the beginning and end of the period for which rendered;
 - (2) The number and kind of units billed;
 - (3) The applicable rate schedule title or code;
 - (4) The total base bill;
 - (5) The total of any adjustments to the base bill and the amount of adjustments per billing unit;
 - (6) The date by which the customer must pay the bill in order to avoid penalty;
 - (7) The total amount due after addition of any penalty for nonpayment within a designated period; and
 - (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 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.

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 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;

- (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.

(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)

(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.
 - (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.

- 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.

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.

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.

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.

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.

GUD No. 10567 Settlement Exhibit A Page 51 of 96

CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
TEXAS COAST DIVISION - INCORPORATED
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.

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.

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.

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.

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 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.

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 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.

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
 - (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,

CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS TEXAS COAST DIVISION - UNINCORPORATED RATE SHEET GENERAL SERVICE-LARGE VOLUME RATE SCHEDULE NO. GSLV-627-U

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.

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

CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS TEXAS COAST DIVISION - UNINCORPORATED RATE SHEET GENERAL SERVICE-LARGE VOLUME RATE SCHEDULE NO. GSLV-627-U

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 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.

CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS TEXAS COAST DIVISION - UNINCORPORATED RATE SHEET GENERAL SERVICE-LARGE VOLUME RATE SCHEDULE NO. GSLV-627-U

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.

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

**	all residential, small commercial, and large volume customers in the Texas Coast Division y's Statement of Intent to Increase Rates filed on November 16, 2016.
	the recovery of rate case expense ("RCE") and shall be in effect beginning on or after, and or until all approved expenses are collected.
MONTHLY RATE RE	COVERY FACTOR:
Residential	\$per bill
General Service-Small	\$per bill
General Service-Large	\$per bill

RULES AND REGULATIONS

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

COMPLIANCE

The Company will file annually, due on the 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 <u>GUD_Compliance@rrc.texas.gov</u> 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 <u>GUD Compliance@rrc.texas.gov</u> 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

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.

PGA Rate (per Mcf sold) = [(G * R) \pm RC] rounded to the nearest \$0.0001 PGA Rate (per Ccf sold) = 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
 - the total amount of refunds made to customers during the period and any other revenues
 or credits received by the Company as a result of gas purchases or operation of this Cost
 of Gas Clause;
 - d. an adjustment, if necessary, for lost and unaccounted for gas during the period identified in A2 in excess of five (5) percent of purchases;
 - e. The Company shall seek review and approval from the Commission for any Federal Energy Regulatory Commission (FERC) Intervention costs incurred for the benefit of customers prior to their inclusion in the cost of gas calculation. Those costs are limited to reasonable non-employee experts, non-employee attorney fees and prudently incurred travel expenses;

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

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

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

C. DETERMINATION AND APPLICATION OF THE RECONCILIATION COMPONENT

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

D. PAYMENT FOR USE OF FUNDS

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.

H. ANNUAL RECONCILIATION REPORT

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

- 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.

ANNUAL RECONCILIATION REPORT TWELVE MONTH ENDING

A.	COST OF PURCHASED	GAS		B. COST OF GAS REV	ENUE	
		TOTAL PU	RCHASES		TOTAL	SALES
		Mcf @ 14.65	\$ Dollars		Mcf @ 14.65	\$ Dollars
Prie	or Period Adjustments	-	\$ -	Prior Period Adjustments	-	\$ -
Year	Month 1	-	-	Year Month 1	-	-
Year	Month 2	-	-	Year Month 2	-	-
Year	Month 3	-	-	Year Month 3	-	-
Year	Month 4	-	=	Year Month 4	-	=
Year	Month 5	-	=	Year Month 5	-	=
Year	Month 6	-	=	Year Month 6	-	=
Year	Month 7	-	=	Year Month 7	-	=
Year	Month 8	-	=	Year Month 8	-	=
Year	Month 9	-	=	Year Month 9	-	=
Year	Month 10	-	-	Year Month 10	-	=
Year	Month 11	-	-	Year Month 11	-	=
Year	Month 12	-	-	Year Month 12	-	-
	Total	-	\$ -	Total	-	\$ -

ANNUAL RECONCILIATION REPORT TWELVE MONTH ENDING

C. MONTHLY BALANCE										
	TOTAL PURCHASES	TOTAL COG REVENUE	(OVER) / UNDER COLLECTION OF COG	ADJUSTMENTS	GROSS RECEIPTS &-FRANCHISE 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									\$ -	S -
Prior Period Adjustments	S -	\$ -	\$ -	\$ -	\$	\$ -	S -	\$ -	\$ -	\$ -
Year Month 1	-	-	-	-		-		-	-	-
Year Month 2	-	-	-	-		-		-	-	-
Year Month 3	-	-	-	-		-		-	-	-
Year Month 4	-	-	-	-		-			-	-
Year Month 5	-	-	-	-		-			-	-
Year Month 6	-	-	-	-		-	100		-	-
Year Month 7	-	-	-	-		-	100		-	-
Year Month 8	-	-	-	-		-			-	-
Year Month 9	-	-	-	-		-	100		-	
Year Month 10	-	-	-	-			100		-	
Year Month 11	-	-	-	-		-	-		-	-
Year Month 12	-	-	-	-		-	-		-	-
Total	\$ -	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -		
				1 Prior Years Interest Calc						

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

ANNUAL RECONCILIATION REPORT TWELVE MONTH ENDING

D. SALES VOLUM	ES	E. Interest on PGA Balance	
Transition of the second	Actual Mcf @ 14.65	12 months Average (O)/U Balance Interest Rate	\$ - 6.00%
Year Month 1 Year Month 2	-	Total Interest on (O)/U Balance	\$ -
Year Month 3		Total interest on (O)/O Balance	5 -
Year Month 4	<u> </u>		
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	_		
F. Reconciliation C	Component		
TME Cumulative UAF Adjustment Total Interest on ((O)/U Balance Excluding Interest	\$ - -	
Total		\$ -	
Divided By:			
Sales Volume		-	
RECONCII IATI	ON COMPONENT	\$ - Per Mcf	
RECORCIEIATI	or coming or en	ψ 1 ci wici	

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.

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 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

- (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;

- (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

- (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;

- (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

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 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 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.
 - (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.
 - (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.

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 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 fortyeight hours of interruptions in service affecting the entire system or any major division thereof lasting more than four hours. The notice shall also state the cause of such interruptions. If any service interruption is reported to the Commission

otherwise (for example, as a curtailment report or safety report), such other report is sufficient to comply with the terms of this paragraph.

19. WAIVER OF RULES

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

20. BILLING

- (a) Bills for gas service shall be rendered monthly, unless otherwise authorized or unless service is rendered for a period less than a month. Bills shall be rendered as promptly as possible following the reading of meters.
- (b) The customer's bill must show all the following information:
 - (1) If the meter is read by the Company, the date and reading of the meter at the beginning and end of the period for which rendered;
 - (2) The number and kind of units billed;
 - (3) The applicable rate schedule title or code;
 - (4) The total base bill;
 - (5) The total of any adjustments to the base bill and the amount of adjustments per billing unit;
 - (6) The date by which the customer must pay the bill in order to avoid penalty;
 - (7) The total amount due after addition of any penalty for nonpayment within a designated period; and
 - (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 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.

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 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;
 - (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.

(b) AVAILABILITY

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

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

(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)

(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,

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

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.
 - (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.

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

(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.

CenterPoint Energy Texas Gulf Division Rate Design - \$16.5 MM Increase - Year-End Customer Count - Settlement

Line							Commer	rcial	
No.	<u>Particulars</u>		<u>Total</u>		Residential		<u>Small</u>		<u>Large</u>
1									
1a	Current Rate Revenue Recovery	\$	293,077,722		\$264,475,783		\$18,558,540	\$ 1	10,043,400
1b	Settlement Increase	\$	16,500,000	\$	14,700,000	\$	1,800,000	\$	-
1c	Settlement Rate Revenue Requirement	\$	309,577,722	\$	279,175,783	\$	20,358,540	\$ 1	10,043,400
1d	Revenue Requirement Allocation Factors				90.1795%		6.5762%		3.2442%
2	Number Bills		16,066,387		15,302,687		735,500		28,200
					1,275,224	_	61,292		2,350
3	Settlement Customer Charge				15.75		18.25		180.00
4	Customer Charge Revenue	\$	259,516,195	\$	241,017,320	\$	13,422,875	\$	5,076,000
5	Net Distribution Charge Revenue Required	\$	50,061,527	\$	38,158,463	\$	6,935,665		4,967,400
6	Ccf Billing Determinants								
7	Total Billing Determinants @ 14.65 pressure base			_	524,000,580		121,203,063	5	59,878,815
8	Distribution Rates @ 14.65 Pressure Base								
9	All Ccf - Residential			\$	0.07282				
10	All Ccf - General Service - Small					\$	0.05722		
						•			
11	All Ccf - General Service - Large							\$	0.08296
12	Distribution Charge Revenue		50,060,508		38,157,722		6,935,239		4,967,547
13	Total Revenue - Design		309,576,703		279,175,042		20,358,114	1	10,043,547
14	Total Revenue Over(Under)	\$	(1,019)	\$	(741)	\$	(426)	\$	147
							· ·		
15	Distribution Rates @ Billed Pressure Base = Rate at 14.65	x (Bille	ed Pressure Bas	e / 1	4.65)				
16	All Ccf - Residential @ 14.95 Pressure Base			\$	0.07431				
17	All Ccf - General Service Small @ 14.95 Pressure Base					\$	0.05839		
18	All Ccf - General Service - Large @ 14.65 Pressure Base							\$	0.08296
19	All Ccf - General Service - Large @ 14.95 Pressure Base							\$	0.08466

GUD No. 10567 Settlement Exhibit C Page 1 of 2

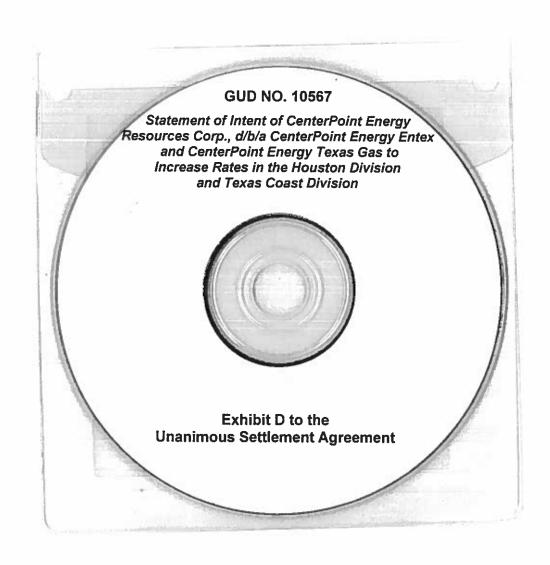
CenterPoint Energy Houston Division GUD No. 10567

	(A)	(B)	(C)		(D)	(E)		(F) ADJUSTED EPRECIATION	,	(G)		(H)	(1)	(1)
Line No.	Class	SUB - FCA	Description	AD	JUSTED PLANT BALANCE			ACCRUALS- ANNUAL	AC	CUMULATED PRECIATION		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 INTERCONN/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 6035	MISC INTANG PLANT - CORP		80,355	0.00%		5,002		(80,355)		0 16.621		
5 6	G30301 G30301	6035	MISC INTANG PLANT - CORP MISC INTANG PLANT - CORP		50,024 158,918	10.00% 20.00%		31,784		(33,403) 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	6050	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													
13	G37401	6840	LAND - GENERAL	\$	4,231,193	0.00%	\$		\$		\$	4,231,193		
14 15	G37402	6880 6900	LD RTS-ROW-GEN DIST STRUCT-CG MI_IND M/R		891,672	1.37%		12,216		(269,156)		622,516 505,408		
16	G37501 G37601	6940	MAINS -NON CAST IRON		909,498 3,282,178	0.00%		16,735		(404,090) (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 - ODOR EQ		2,239,183	6.53%		146,219		(496,098)		1,743,085		
21 22	G37901 G38001	7010 7022	M/R STAT EQ - CTY GT SERVICES - STEEL		16,076,697 27.035.302	3.50% 4.74%		562,684 1,281,473		(6,446,297) (27,141,226)		9,630,400 (105,924)		
23	G38001	7022	SERVICES - STEEL SERVICES - PLASTIC		324.029.679	4.74%		13,058,396		(151,339,293)		172,690,386		
24	G38101	7050	METERS-DOMESTIC/SMALL - M&R		66,788,131	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 28	G38301 G38301	7120 7130	REG - DOMESTIC/HOUSE - M&R REG - INDUSTRIAL		27,236,188 20,652	3.45% 3.86%		939,648 797		(10,497,854)		16,738,334 10.530		
29	G38501	7150	IND. M/R STAT EQUIP		13,756,928	2.94%		404,454		(10,122) (1,263,087)		12,493,841		
30	G38601	7157	OTHER PROP - CUST PREM			2.0170		101,101		(1,200,001)		-		
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 General Pi	ant		\$	1,105,861,364		\$	39,461,722	\$	(517,103,370)	\$	588,757,994		
34	G38901	7180	LAND	S	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 38	G39002 G39002	7225 7225	LEASEHOLD IMPROVEMTS - CORP 15 YR LEASEHOLD IMPROVEMTS 5 YR		99,049	6.67% 20.00%		6,607		(86,124)		12,925		
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 COMPUTER EQ - MISC		711,567	5.00% 14.29%		35,578 1,548,846		(711,567)		7,152,116		
44 45	G39102 G39102	7260 7260	COMPUTER EQ - MISC COMPUTER EQ - MISC -GAS SUPPT		10,838,668 174,114	14.29%		1,548,846		(3,686,552) (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		94.400	8.33%		- - 645		(195)		(195)		
50 51	G39501 G39701	7370 7390	LAB EQUIPMENT COMM EQ		84,188 5,089,967	6.67% 5.00%		5,615 254,498		(42,996) (3,152,870)		41,192 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		(291,567)		334,783		
55 56	G39801 G39801	7450 7450	MISC EQ - GAS SUPPT MISC EQ - CORP		1,999 77,224	6.67% 6.67%		133 5,151		(349) (29,700)		1,650 47,524		
57	Subtotal			\$	120,534,783		\$	7,082,387	\$	(27,402,043)	\$	93,132,738		
	Transporta	ition & Power C	perated 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 61	G39201 G39201	7300 7320	AUTOS - CORP TRUCKS		53,878 17.965.668	13.06% 13.06%		7,037 2,346,316		(18,137) (6,967,394)		35,742 10.998.274		
62	G39201	7320	TRUCKS - GAS SUPPT		12,872	13.06%		1,681		(8,563)		4,309		
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 67	G39601 G39601	7380 7380	POWER OPER. EQUIP POWER OPER. EQUIP - CORP		2,326,039 6,070	10.64% 10.64%		247,491 646		(904,779) (880)		1,421,260 5,190		
68	Subtotal	1300	I OWEN OFEN. EQUIP - CORP	s		10.04%	\$		e		•			
68	RWIP			٥	22,387,835		Ф	2,867,414	\$	(8,803,128) 2,607,272	à	13,584,706 2,607,272		
69 70		ivision		\$	1,275,210,006		\$	54,460,879		2,607,272 (560,998,206)	•	714,211,800	QE 72200/	\$ 690,807,079
70	Houston D	IVIOIUII		φ	1,213,210,000		φ	34,400,079	φ	(550,550,200)	φ	114,211,000	30.1230%	Ψ 030,001,019

CenterPoint Energy Texas Coast Division GUD No. 10567

	(A)	(B)	(C)		(D)	(E)	(F)	(G)	(H)	(1)	(1)
Line No.	Class	SUB - FCA	Description		USTED PLANT BALANCE	ADJUSTED DEPRECIATION RATE	DEPRECIATION ACCRUALS- ANNUAL	ADJUSTED ACCUMULATED DEPRECIATION	NET PLANT	STANDARD ALLOCATION	STANDARD AMOUNT
	Internible Dient										
1	Intangible Plant G30201	6010	PERPETUAL F & C	\$	418	0.00%	s -	s -	\$ 418		
2	G30301	6030	P/L INTERCONN/OTHER	Ψ	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 G30301	6050 6050	SOFTWARE - MISC - CORP SOFTWARE - MISC - CORP		3,454 218,543	0.00% 20.00%	43,709	(3,454) (148,898)	69,645		
10	G30301	6060	SOFTWARE - MISC - CORP		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			•	
	Distribution Plant										
13	G37401	6840	LAND - GENERAL	\$	210,973	0.00%	s -	\$ 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 20	G37801 G37801	6980 7000	M/R STAT EQUIP-GEN M/R STAT EQ - ODOR EQ		1,875,835 680,332	3.66% 6.53%	68,656 44,426	(412,909) (97,906)	1,462,926 582,426		
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 27	G38201 G38301	7090 7120	MTR INSTALL-IND/LARGE REG - DOMESTIC/HOUSE - M&R		2,792,317 7,898,419	4.05% 3.45%	113,089 272,495	(1,220,378) (3,301,996)	1,571,939 4,596,423		
28	G38301	7120	REG - INDUSTRIAL		7,090,419	3.45%	272,495	(0)	4,596,423		
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	\$ (115,807,602)	\$ 188,422,215		
	General Plant	=									
34 35	G38901 G39001	7180 7200	LAND STRUCT/IMPR - GEN	\$	265,534 3,381,900	0.00% 2.92%	98,751	\$ - (249,323)	\$ 265,534 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 42	G39101 G39101	7230 7232	FURNITURE & EQUIP - CORP OFFICE EQUIP-GENERAL		46,860 185,511	5.00% 5.00%	2,343 9,276	(3,742) 11,466	43,118 196,977		
43	G39101	7232	OFFICE EQUIP-GENERAL - CORP		201,167	5.00%	10,058	(201,166)	190,977		
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 50	G39401 G39501	7366 7370	GARAGE EQUIP-ENT LAB EQUIPMENT		(0)	8.33% 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 56	G39801 G39801	7450 7450	MISC EQ - GAS SUPPT MISC EQ - CORP		566 21,819	6.67% 6.67%	38 1,455	(99) (8,395)	467 13,424		
57	Subtotal			\$	29,689,898		\$ 1,724,927	\$ (4,446,130)	\$ 25,243,768		
	Transportation & Power	Operated Fro	uipment								
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 63	G39201 G39201	7320 7320	TRUCKS - GAS SUPPT TRUCKS - CORP		3,641 25,158	13.06% 13.06%	475 3,286	(2,422) 10,008	1,219 35,167		
64	G39201 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	\$ (561,194)	\$ 4,692,628		
69	RWIP							\$ 759,837	759,837		
70	Texas Coast Division			\$	347,410,728	=	\$ 14,360,100	\$ (123,144,018)	\$ 224,266,711	96.7230%	\$ 216,917,491

Exhibit D is voluminous and is being provided electronically.



CenterPoint Energy Texas Gulf Division Rate Case Expense - Year-End Customer Count - Settlement

Line				Comme	rcial	
<u>No.</u>	<u>Particulars</u>	<u>Total</u>	Residential	 <u>Small</u>		<u>Large</u>
		(a)	(b)	(c)		(d)
1	Number of Annual Bills	16,066,387	15,302,687	735,500		28,200
2	Percentage of Bills by Class (Line 1 (b) (c) (d) + Line 1 (a))	100.00%	95.24%	4.58%		0.18%
3	Rate Case Expense by Class (Line 2 x Line 3 (a))	\$ 2,031,145.41	\$ 1,934,462.89	\$ 93,026.46	\$	3,656,06
4	Rate Case Expense Surcharge Per Bill (Line 3 + Line 1)		\$ 0.1300	\$ 0.1300	\$	0.1300
5	Revenue Collected (Line 4 x Line 1)	\$ 2,088,630.31	\$ 1,989,349.31	\$ 95,615.00	\$	3,666.00
6	Revenue Over / (Under) Line 5 - Lilne 3)	\$ 57,484.90	\$ 54,886.42	\$ 2,588.54	\$	9.94

Houston and Texas Coast Rate Case Expenses

	A	ctual Invoices Received	In	voices Due and Est. to Completion	TOTAL
CenterPoint	\$	1,107,462.44	\$	142,732.68	\$ 1,250,195.12
СОН/НСОС	\$	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
Total	\$	1,824,912.73	\$	206,232.68	\$ 2,031,145.41

Houston Division and Texas Coast Division Rate Case Expenses Expenses through April 3, 2017

Invoices received but not recorded 399,591	
Total actual rate case expenses through April 3, 2017 \$ 1,107,462	.44
Estimated rate case expenses:	
PARSLEY COFFIN RENNER LLP \$ 35,000	.00
MAC CONSULTING LP - depreciation study 8,700	.00
SCOTTMADDEN INC - ROE - March 2017 16,725	.00
SCOTTMADDEN INC - CWC - February 2017 500	.00
SCOTTMADDEN INC - CWC - March 2017 337	50
SENDTHISFILE - February 2017 19	95
George Sanger - February 2017 28,747	69
George Sanger - March 2017 27,522	54
Tom Stevens 440	.00
Robert Jackson 440	.00
Crumly Cogwheel 300	.00
Miscellaneous 24,000	00
Total estimated rate case expenses \$ 142,732	68
7.1	40
Total \$ 1,250,195	12

itemal C			60, 11036005, 11	ion Rate Case Expenses 1038300			LONG N.				4-11				
	s through														
								- / 1			Adjustment	Adiostad			
Ref	Year	Per	PartnerObj	CO partner object name	Order	CO object name	DocumentNo	Cost Flem	Cost elem name	Amount	1) 2)	Adjusted Amount	RefDocNo I	locTvn	Оняп
1-4	2016					Legal to Hou/TxCst Rate Case 2016-DFRD	133184890		Business Meats	85 45	(85 45)	Petropolis	1800096309 E		Cuan
5-9	2016				1036005	Legal to Hou/TxCst Rate Case 2016-DFRD	133187173	522010	Employee Travel	58.35		58 35	1800096328 E		
5-9	2016					Legal to Hou/TxCst Rate Case 2016-DFRD	133187173	522010	Employee Travel	389 00	(239 00)				
5.9	2016					Legal to Hou/TxCst Rate Case 2016-DFRD	133187173	522060	Business Meals	93 58	(93.58)		1800096328 E	R	
5-9	2016					Legal to HowTxCst Rate Case 2016-DFRD	133187173		Employee Travel	178 00		178 00	1800096328 8	R	
10-13	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	133446204		Prof Serv-Ded	6,955 00		6,955 00	1700187412 H		
14-15 16-21	2016 2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	133446205		Prof Serv-Ded	260.00	(40.00)	260.00	1700187413 H		-
16-21	2016					Legal to Hou/TxCst Rate Case 2016-DFRD Legal to Hou/TxCst Rate Case 2016-DFRD	133920138		Business Meals Business Meals	137.66	(12 66)	125.00			-
22-26	2016		-			Legal to Hou/TxCst Rate Case 2016-DFRD	133920200		Business Meals	55 58 89 18	(5.58)	50 00	1800098198 E		
22-26	2016					Legal to Hou/TxCst Rate Case 2016-DFRD	133920200		Business Meals	BO 13	(80 13)		1800098208 8		1
27-30	2016					Legal to Hou/TxCst Rate Case 2016-DFRD	134020295		Business Meals	52 29	(52 29)		1800098348		:
31-32	2016	8				Reg to Hou/TxCst Rate Case 2016-17 -DFRD	133774386		Prof Serv-Ded	2,710.00		2.710.00	1700188017		1
33-35	2016	8			11035160	Reg to Hou/TxCst Rate Case 2016-17 - DFRD	133819354	543010	Prof Serv Ded	1,207.50		1,207.50			
36-39	2016					Reg to HowTxCst Rate Case 2016-17 -DFRD	133902259	543010	Prof Serv-Ded	7,490.00		7,490 00	1700188385 H	(N	
40-43	2016					Legal to Hou/TxCst Rate Case 2018-DFRD	133902371		Legal Services	8,115.00		B 115 00	1700188493 L	.G	
44-45	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	133722593		Prof Serv-Ded	130 00		130 00	100376952 5		
46-48	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	134104767		Prof Serv-Ded	1,997.50		1,997.50			
49-53 54-57	2016					Legal to Hou/TxCst Rate Case 2016-DFRD	134084131		Legal Services	3,177 00		3,177.00			-
8-61	2016					Legal to Hou/TxCst Rate Case 2016-DFRD Legal to Hou/TxCst Rate Case 2016-DFRD	134332059		Legal Services	16.861 90	405.07	16,861 90			
32-66	2016					Legal to Hou/TxCst Rate Case 2016-0FRD	134391117		Business Meals Business Meals	65.67 78.20	(65 67)	-	1800099020 E		-
2-66	2016					Legal to Hou/TxCst Rate Case 2016-DFRD	134391117		Business Meals	63.33			1800099194 E		-
37-75	2016					Legal to Hou/TxCst Rate Case 2016-DFRD	134422277		Legal Services	24,995.73	(63.33)	24 995 73	1700189454 L		+
76-78	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	134450082	543010	Prof Serv-Ded	11,882 50			1700189490		
9-80	2016	10				Reg to Hou/TxCst Rate Case 2016-17 -DFRD	134450083		Prof Serv-Ded	5,032 50		5,032 50			
11-86	2016	10				Reg to Hou/TxCst Rate Case 2016-17 - DFRD	134670841		Prof Serv-Ded	5,543.50			1700189765 H		1
7-92	2016	11			11035160	Reg to Hou/TxCst Rate Case 2016-17 -DFRD	134726557	522060	Business Meals	123 20		123 20			
3-98	2016	11			11035160	Reg to Hou/TxCst Rate Case 2016-17 - DFRD	134948137	522060	Business Meals	88.12	-		1800100700 E		
3-98	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	134948137		Business Meals	63 40		63 40	1800100700 E	R	1
99	2016		ALC: 100 - 1			Reg to Hou/TxCst Rate Case 2016-17 -DFRD	134923179		Couner Expense	34 41			1700190487 L		
100	2016		-			Reg to Hou/TxCst Rate Case 2016-17 -DFRD	134923179		Courier Expense	32.12			1700190487 L		1
101	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	134923179	550041	Couner Expense	32 12			1700190487 L		
102	2016 2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	134923179		Couner Expense	22 18			1700190487 L		
104	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	134923179		Courier Expense	77 42			1700190487 L		
105	2016					Reg to Hou/TxCst Rate Case 2016-17 - DFRD Reg to Hou/TxCst Rate Case 2016-17 - DFRD	134923179 134923179		Couner Expense Courier Expense	62 14			1700190487 L		
106	2016					Reg to Hou/TxCst Rate Case 2016-17 - DFRD	134923179		Couner Expense	63 50 22 18		63 50			-
107	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	134923179		Couner Expense	49 14			1700190487 L 1700190487 L		-
108	2016		- 51			Reg to Hou/TxCst Rate Case 2016-17 DFRD	134923179		Couner Expense	49 14			1700190487 L		
109	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	134923179	550041	Courier Expense	46 39			1700190487 L		
110	2016	11				Reg to Hou/TxCst Rate Case 2016-17 DFRD	134923179		Courier Expense	46 39		48 39	1700190487 L		
111	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	134923179		Couner Expense	46 39		46 39			
112	2016	11				Reg to Hou/TxCst Rate Case 2016-17 DFRD	134923179		Couner Expense	46.39		46 39			
113	2018					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	134923179	550041	Couner Expense	46 39	-	46 39			
114	2016		25			Reg to Hou/TxCst Rate Case 2016-17 -DFRD	134923179	550041	Courier Expense	46 39	-	46 39	1700190487 L	.F	
115	2018					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	134923179	550041	Couner Expense	46 39		46 39	1700190487 L	F	
116	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	134923179		Couner Expense	46 39		46 39	1700190487 L	F	
117	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	134923179	550041	Courier Expense	46 39			1700190487 L		
	2018					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	134742063		Prof Serv-Ded	27,955 39		27,955 39			
	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	134906508		Prof Serv-Ded	8,452 50	-	8,452 50			
	2016					Legal to Hou/TxCst Rate Case 2018-DFRD Legal to Hou/TxCst Rate Case 2016-DFRD	134732948 134921352		Legal Services	55,083 00		55,083 00			8-
170			159022/Bil 1 HP			Reg to Hou/TxCst Rate Case 2016-17 -DFRD	590602022		Legal Services Billable Hours	85,020 50	1	65,020 50		.0	1
170						Reg to HowTxCst Rate Case 2016-17 -DFRD	590842931		Billable Hours	194 91 259 87		194 91 259 87	118284191 118489466		
70	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	590842948		Billable Hours	259.87		259 67	118489475		
70	2016					Reg to Hou/TxCst Rate Case 2016-17 - DFRD	590842949		Balable Hours	129 94		129 94	118489414		1 -
170						Reg to Hou/TxCst Rate Case 2018-17 - DFRD	590842958		Billable Hours	64 97		64 97	118489417		1
170						Reg to Hou/TxCst Rate Case 2016-17 DFRD	591154760		Billable Hours	259 87		259 87	118642330		
170						Reg to Hou/TxCst Rate Case 2016-17 -DFRD	591154769		Billable Hours	259 87		259 67	118642359		
170	2016	11	159022/BILLHR	Reg Ops Regulatory / BILLABLE HOUR	11035160	Reg to HowTxCst Rate Case 2016-17 -DFRD	591154776		Billable Hours	389 81		389 81	118642369		
170	2016	11	159022/BILLHR	Reg Ops Regulatory / BILLABLE HOUR	11035160	Reg to Hou/TxCst Rate Case 2016-17 - OFRD	591301862		Billable Hours	64 97		54 97	118709394		
170	2016	11	159022/BILLHR	Reg Ops Regulatory / BILLABLE HOUR	11035160	Reg to Hou/TxCst Rate Case 2016-17 -DFRD	591301863	643004	Billable Hours	357 33		357 33			:
170						Reg to Hou/TxCst Rate Case 2016-17 -DFRD	591301864	643004	Billable Hours	1.448 80		1 448 80	118709396		11
170						Reg to Hou/TxCst Rate Case 2016-17 -DFRD	591301865		Billable Hours	227 39		227 39	118709397		1
170						Reg to HowTxCst Rate Case 2016-17 -DFRD	591301868		Billable Hours	97 45	2	97 45			. 0
	2016	11	159022/BILLIAR (Red Clos Regulatory / Bit LARLE HOUR	11035160	Reg to Hou/TxCst Rate Case 2016-17 -DFRD	591301867	643004	Billable Hours	129 94	- 4	129 94	118709376		1

			60, 11036005,	sion Rate Case Expenses 11038300							1				-
			3, 2017								10000		-	-	-
															177
											Adjustment	Adjusted		-	
Ref	Year		PartnerObj	CO partner object name	Order	CO object name	DocumentNo		Cost elem name	Amount	1) 2)	Amount	RefDocNo	DocTyp	Qua
170	2010	11	159UZZ/BILLMK	Reg Ops Regulatory / BILLABLE HOUR	11035160	Reg to Hou/TxCst Rate Case 2016-17 -DFRD	591301868		Bitable Hours	584.72		584 72	118709377		4
170						Reg to Hou/TxCst Rate Case 2016-17 -DFRD Reg to Hou/TxCst Rate Case 2016-17 -DFRD	591301869		Billable Hours	389 81		389.81	118709378		3
170	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	591301870 591301871		Billable Hours	324 84		324.84	118709381		2
	2016		OUGE DILLING			Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135138581		Billable Hours Misc Adm Expenses	1,299 37 93 25		1,299 37 93.25	118709393	co	10
77-163						Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135199578		Business Meals	222 35			1800101501		-
77-183						Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135199578		Business Meals	88 95			1800101501		-
64-168	2016	12				Reg to Hou/TxCst Rate Case 2016-17 - DFRD	135277928		Other Services	19.95			1800101794		
	2016					Legal to Hou/TxCst Rate Case 2016-DFRD	135103227	522080	Business Meals	104 69	(4 69)				-
	2018					Legal to Hou/TxCst Rate Case 2016-DFRD	135212515	522060	Business Meals	47.03		47 03	1800101579	ER	
201	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135295168		Couner Expense	46.39		46.39	100388419		
202	2018					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135295168		Couner Expense	46 39		46 39	100388419		
203	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135295168		Courier Expense	46 39		46 39	100388419		
205	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135295168		Courier Expense	46 39		46.39	100388419		-
	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD Finance to Hou/TxCst Rate Case 2016-DFRD	135295168 135164408		Courier Expense Business Meals	45.52 12.34		46.52	100388419		-
06-208						Finance to Hou/TxCst Rate Case 2016-DFRD	135164408		Business Meals	61 81	- 1		1800101264		-
	2016					Finance to Hou/TxCst Rate Case 2016-DFRD	135176185		Business Meals	7 35	(7.35)	01.01	1800101264		-
9-213	2016	12				Finance to Hou/TxCst Rate Case 2016-DFRD	135176185		Business Meals ·	82 64	(1.00)	B2 64	1800181380		
14-218						Finance to Hou/TxCst Rate Case 2016-DFRD	135176225		Business Meals	39 71			1800101390		1
	2016				11038300	Finance to Hou/TxCst Rate Case 2016-DFRD	135176225	522060	Business Meals	212.39			1800101390		
	2018					Finance to Hou/TxCst Rate Case 2016-DFRD	135212454	522060	Business Meals	94 39		94 39	1800101564	ER	
224	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135112333		Couner Expense	16 13			1700190580		
225	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135177338		Couner Expense	16 13			1700190916		
228 227	2018 2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135177338		Courier Expense	49 14	•		1700190916		
228	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135177338		Couner Expense	18.13			1700190916		-
229	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135177338		Couner Expense	20 08			1700190916		-
230	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135177338 135177338		Courier Expense Couner Expense	20 06					-
231	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135218473		Courier Expense	20.08 16.24			1700190916		
232	2018					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135218473		Courier Expense	16.24			1700190979		
233	2016	12				Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135218473		Courier Expense	16.24			1700190979		-
234	2016	12				Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135298389		Couner Expense	16.24			1700191135		-
235	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135298389		Couner Expense	16.24			1700191135		
238	2016					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135298389	550041	Couner Expense	16.24		16 24	1700191135	LF	
237	2018					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135298389		Couner Expense	16.24	4		1700191135		
238	2018					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135298389		Couner Expense	16 24			1700191135		
239 240	2016 2016		-			Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135298389		Couner Expense	16 24			1700191135		100
	2016					Reg to Hou/TxCst Rate Case 2015-17 - DFRD	135298389		Couner Expense	16 24			1700191135		
5-251						Legal to Hou/TxCst Rate Case 2016-DFRD Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135256897		Legal Services Park/in-town Travel	16,061 70			1700191053		-
5-251						Reg to Hou/T±Cst Rate Case 2016-17 -DFRD	135352769		Park/In-town Travel	162 00			1800101996		-
5-251						Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135352769		Park/In-town Travel	16 42			1800101996		1
2-258						Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135540281		Misc Adm Expenses	47,097.12			1800102320		-
2-258						Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135540281		Misc Adm Expenses	47,097 12			1800102320		
259	2017	- 1				Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135348846		Courier Expense	16.24			1700191201		
260	2017					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135348848		Couner Expense	16 24	16.01		1700191201		
261	2017					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135348846		Courier Expense	16 24			1700191201		
262	2017					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135348848	550041	Couner Expense	18.24		16.24	1700191201	LF	
263	2017					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135348848		Couner Expense	20 08		20 06	1700191201	LF	
264	2017					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135348848		Couner Expense	20.08			1700191201		
265 266	2017					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135348846		Couner Expense	20.08			1700191201		1
67	2017					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135348848		Courier Expense	20.06	-		1700191201		-
268	2017					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135348848		Couner Expense	49 49			1700191201		-
69	2017					Reg to Hou/TxCst Rate Case 2016-17 -DFRD Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135348846 135404311		Courier Expense	68 32 16 53			1700191201		-
70	2017					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135404311		Couner Expense Couner Expense	16.53			1700191350		1
71	2017					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135404311		Couner Expense	16.53			1700191350		-
72	2017					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135404311		Couner Expense	16.53			1700191350		-
73	2017					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135404311		Couner Expense	20 33			1700191350		
274	2017					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135404311		Courier Expense	20.33			1700191350		10
275	2017	1				Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135404311		Couner Expense	20.33			1700191350		1
276	2017	- 1				Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135404311		Couner Expense	20 33			1700191350		1350
7-279	2017					Reg to Hou/TxCst Rate Case 2016-17 - DFRD	135338226		Prof Serv Ded	8,375 00			1700191218		
30-282						Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135387598		Prof Serv-Ded	16,396.25			1700191344		
33-285					11035160	Reg to HowTxCst Rate Case 2016-17 -DFRD	135388434		Prof Serv-Ded	8,526 25			1700191377		1
	2017	4				Reg to HowTxCst Rate Case 2016-17 -DFRD	135405444		Prof Serv-Ded	14 472 50			1700191354		100

louston D	Divisio	on and T	exas Coast Divis	ion Rate Case Expenses											
nternal O	rders	110351	60, 11038005, 1	1038300											1
xpenses	throu	ugh Apri	13.2017												
	1					W C C C C C C C C C C C C C C C C C C C					1-		1.		1
											Adjustment	Adjusted			4
Ref	Yea	ar Per	PartnerObj	CO partner object name	Order	CO object name	DocumentNo	Cost Elem	Cost elem.name	Amount	1) 2)	Amount	RefDocNo	DocTvo	Quant
269-291					11035160	Reg to Hou/TxCst Rate Case 2018-17 -DFRD	135405452		Prof Serv-Ded	10,706 25		10,708.25			1
292-293	201	17 1				Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135493450		Prof Serv-Ded	1,975 00			1700191638		1
294-322	201	17 1				Legal to Hou/TxCst Rate Case 2016-DFRD	135398264		Legal Services	133,868.90	1000		1700191439		
323-324	201	17 1				Legal to Hou/TxCst Rate Case 2016-DFRD	135548088		Books & Subscriptons	9,778 58	(9.778.58)	100,000.00	5155821793		1000
325-329	201	17 1				Finance to Hou/TxCst Rate Case 2016-DFRD	135506539		Business Meals	27 06	(0,170.00)	27.06			4
325-329						Finance to HowTxCst Rate Case 2016-DFRD	135506539		Business Meals	105 00	-	105 00	100390734		-
325-329						Finance to Hou/TxCst Rate Case 2016-DFRD	135506539		Business Meals	65.58		65.58			4
325-329						Finance to Hou/TxCst Rate Case 2016-DFRD	135506539		Business Meals	26 74		26.74			
330	201					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135447416		Courier Expense	16.53	-	16.53			-
331	201					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135447416								-
332	201					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135447416		Courier Expense	16.53		16.53			1
333	201					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135447416		Courier Expense	16.53		16 53			-
334	201						135447416		Couner Expense	16.53		16.53			1
335	201					Reg to How/TxCst Rate Case 2016-17 -DFRD			Couner Expense	20.33		20.33			
336	201		-			Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135447416	550041	Courier Expense	20.33	•	20.33			
						Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135447416		Courier Expense	20 33		20.33			1 000
337	201					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135447416		Courier Expense	20.33		20.33			
338-341						Reg to HowTxCst Rate Case 2016-17 -DFRD	135507374		Prof Serv-Ded	3,225 00	288	3,225.00			
342-352						Legal to Hou/TxCst Rate Case 2016-DFRD	135507640		Legal Services	33,481.10		33,481.10	1700191828	LG	1
353	201					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	593599245		Billable Hours	68 51		68.61	120042520		0.5
353	201					Reg to Hou/TxCst Rate Case 2018-17 -DFRD	593599264		Billable Hours	137.22	- D.	137.22	120042535		1.0
353	201					Reg to Hou/TxCst Rate Case 2016-17 -DFRD	593599265	643004	Biliable Hours	68 61		68 61	120042545		0.5
353	201		159022/BILLHR	Reg Ops Regulatory / BILLABLE HOUR	11035160	Reg to Hou/TxCst Rate Case 2016-17 -DFRD	593599286	643004	Billable Hours	68 61		68.61	120042981		0.5
353	201		159022/BILLHR	Reg Ops Regulatory / BILLABLE HOUR	11035160	Reg to Hou/TxCst Rate Case 2016-17 - DFRD	593599299	643004	Billable Hours	34 31		34.31	120043020		0.2
353	201		159022/BILLHR	Reg Ops Regulatory / BILLABLE HOUR	11035160	Reg to Hou/TxCst Rate Case 2016-17 -DFRD	593599300	643004	Billable Hours	102 92		102.92			0.7
354-360					11035160	Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135630463	522060	Business Meals	7.66		7.66		ER	
354-360	201	17 2			11035160	Reg to Hou/TxCst Rate Case 2018-17 -DFRD	135630463	522080	Park/In-town Travel	160.50		160 50			
354-360	201	17 2				Reg to How/TxCst Rate Case 2016-17 -DFRD	135630463		Park/In-town Travel	18 54	7.00				1
354-360	201	17 2				Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135630463		Employee Travel	32.65		32.85	-		
354-360	201	17 2				Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135630463		Employee Travel	219 00	(69 00)	150.00			
354-380	201	17 2				Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135630463		Business Meals	18 78	lon onl	18 78			-
354-380						Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135630463		Parl/In-town Travel	37.69			1800102499		
354-380						Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135630463		Business Meals	6.00					
361-365						Finance to Hot/TxCst Rate Case 2016-DFRD	135589094		Business Meals	10.12	(10.10)	0.00	1800102499		-
361-365						Finance to Hou/TxCst Rate Case 2016-DFRD	135589094		Business Meals		(10 12)	440.00	1800102216		-
366-369						Finance to Hou/TxCst Rate Case 2016-DFRD	135651821		Business Meals	119.08		119 08			
370-372						Finance to Hou/TxCst Rate Case 2016-DFRD				117.02		117.02			
373-376							135662084		Business Meals	13 73		13.73			1
377-380					11038300	Finance to Hou/TxCst Rate Case 2016-DFRD	135662090		Business Meals	74 43		74.43			
381 384						Finance to Hou/TxCst Rate Case 2018-DFRD	135662138		Business Meals	148 65		146.65			
						Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135719625		Other Services	19 95		19.95			
385-389						Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135796353		Business Meals	5 29		5.29	1800102931	ER	1
385-389					11035160	Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135796353		Park/In-town Travel	160 50		160 50	1600102931	ER	
385-389					11035160	Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135796353		Park/In-town Travel	9.67		9.67	1800102931	ER	
390	201	17 2	159022/BILLHR	Reg Ops Regulatory BILLABLE HOUR	11035160	Reg to Hou/TxCst Rate Case 2016-17 -DFRD	593864401		Billable Hours	68 61		68.61	120213712		0.5
390	201		159022/BILLHR			Reg to Hou/TxCst Rate Case 2016-17 -DFRD	593865135	643004	Billable Hours	137 22		137.22	120213752		1.0
391-402						Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135993216	522060	Business Meals	150 72	100	150 72	1800103545	ER	
391-402					11035160	Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135993216		Business Meals	238 58		238.58			1
391-402	201	17 3	18.8.2			Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135993216		Business Meals	65 97		65.97			
391-402	201	17 3			11035160	Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135993216	522060	Business Meals	34 07	-		1800103545		
403-404						Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135894148		Prof Serv-Ded	550 00			1700192425		
405-428	201	17 3			11036005	Legal to Hou/TxCst Rate Case 2016-DFRD	135903415		Legal Services	85 638 25			1700192603		
429-434	201	17 3			11035160	Reg to Hou/TxCst Rate Case 2016-17 -DFRD	135998272		Prof Serv-Ded	14,220 00			1700192876		1
			Other Value - Cl			Sub-total actuals recorded through April 3, 2017				\$ 718,606 11	\$(10.734.81)				56 9
	1	1 1								- 110,000 II	-10.000	0 707,071.30			30 2
IVO:COS N	BCBIV	ed but n	ot recorded.										1		1
435		100								\$ 500.00		\$ 500.00			
436-454	1									51 411 48		51,411 48			-
455-476				40-1-12						84,297.13		84,297.13			
477-510										249 126 28		249.126.28	-		
511-513										13.758 25		13.756 25			
514		15.1													
214	1	1				Sub-total improper repayant but ant reserved				500 00		500 00			حصار
						Sub-total invoices received but not recorded				\$ 399,591 14	3 -	\$ 399,591.14	1		
	1					Total ConterDoint actual rate case manager	resumb found to the	017		E 1 14P 407 00	P(40 70 4 0 5	64 107 100 11			
	1	1 1				Total CenterPoint actual rate case expenses the	rough April 3, 2	U1/		31.118.197.25	5(10.734.81)	\$1,107,462.44			56 9
		and from	TOUC bed and	4											
		rea trom	TCUC but not pa	IIG.									1		
515-521 522-532		-	-							\$ 5.013 80		\$ 5,013 80			
										22,838.28		22,638 26	100	0.	

			80, 11036005, 110	38300	30					i			1				
rpenses !	խան	h April	3, 2017														
		14			1								1 -				ļ
Ref	Year	Per	PartnerObi	CO partner object name	Order	CO object name Do	ocumentNo.	Cost Elem	Cost elem name	1 .	mount	Adjustment 1) 2)		Adjusted Amount	RefDocNo	DT	0
533-545		1		or parameters	C.GC.	OO oujust mailio	ACONTO 10 40	COSt Cietti	COST CIGHT HELIO		31.020.38	1/21		31 020 38	KAIDOCAD	DOCTYP	Quant
548-568		1									41.362.42			41.362.42			
567-590			i								42,791.20			42,791 20			
		1									43,026.08	\$.	. 4	143.026.08		ļ	-
						Sub-total for TCUC					43,020.00			143,020 00		·	
		1 1			-					-			1				
TVOICES 18	cerved	1 from	GCCC but not paid										-			i	
591-598		TT									15.738.84			15,736 84			
599-622		11-				The state of the s					35 548 76		-	35.548.76		i	
623-652		1 - 1 -						1			25 051 98		-	25.051 98			
653-671		1									30.891.69		·	30 891 69			
672-689								ii			28 478 83		-	28,478 83			
		1				Sub-total for GCCC					35,708.10	\$	5	135,708 10			_
		1												100,700 10			ļ
TVOICES 18	ceived	d from	COH/HCOC but no	t paid:									-				
690-693					-					S	22.514.25		\$	22,514 25			
694-719									~		81.749 14		1	81 749 14		1	
720-746		1						i			05,100 02			105 100 02		1	1
747-791		1									61 694 49			161 694 49		i	
792-811											65,981.21			65.981.21			i
B12											845 00			845 00		†	
813		1								1	195.00			195 00		i	
814		1			- i			1		1	637.00			637 00		i	1
										\$ 4	38,716.11	S -	5	438 716 11		ļ	54
					[Grand Total actual rate case expenses through Apr	0.3.2017			\$10	35 RA7 EA	\$(10,734 61	1 84	R24 012 72			56.9
		-				The same and a second s	2017			- 31,0	JJ,041.J4	ज्याण,r3=01	, 31	024,812 [3			20.8
iotes		ii-								-			-				-
	ort is	for me	als in surper of \$2	E ner novena manie with no mount	de manufacione	no detailed receipt and hotel in excess of \$150 per	-Inde			-i						ļ	

		35160, 11036005	, 11038300				
penses	มาเอบอิน	pnl 3, 2017					
Ref	Year P	er PartnerObj	CO partner object name	Name of offsetting account	Vendor	Descenden of Mari or Hatel Sec-	A discount of
1-4		6	or parator object matrix	M&S Exp-One Pay Card	Hepburn - Nino's	Description of Meal or Hotel Room . Meal = \$85.45 for 2 attendees, no detailed receipt	Adjustme 85 4
5-9	2016	6		M&S Exp-One Pay Card	Hepburn - Intercontinental	meal = 300 40 for 2 attornoses, no detailed receipt	65 (
5-9	2016	6		M&S Exp-One Pay Card	Hepbum - Intercontinental	Hatel room ≈ \$389 per night	239 (
5-9	2016	6		M&S Exp-One Pay Card	Hepburn - Intercontinental	Meal = \$93.58, no detailed receipt, 1 attendee	93 :
5-9	2016	6		M&S Exp-One Pay Card	Hepbum - Vontane	mous - 900 00 100 delawed receipt, 1 diterces	33
10-13	2016	7		MAC CONSULTING LP	MAC CONSULTING LP - depreciation study		
14-15	2016	7		MAC CONSULTING LP	MAC CONSULTING LP - depreciation study		
16-21	2016	8		Employ Rel Exp-Resmburse/Deductions	Hepburn - Petroleum Club of Houston	Meal = \$137 66 for 5 attendees	12
16-21	2016	8		Employ Rel Exp-Reimburse/Deductions	Hepburn - Petroleum Club of Houston	Meal = \$55 58 for 2 attendees	5.
22-26	2016	8		Employ Rel Exp-Reimburse/Deductions	Hepburn - Petroleum Club of Houston	Meal = \$89.18 for 4 attendees, no detailed receipt	89
22-26	2016	8		Employ Rel Exp-Reimburse/Deductions	Hepburn - Petroleum Club of Houston	Meal = \$80 13 for 3 attendees, no detailed receipt	80
27-30	2016	8		M&S Exp-One Pay Card	Hepburn - Washington Molinas Can	Meal = \$52 29 for 3 attendees, no detailed receipt	52
31-32	2016	8		SCOTTMADDEN INC	SCOTTMADDEN INC - CWC		
33-35	2016	В		SUSSEX ECONOMIC ADVISORS LLC	SUSSEX ECONOMIC ADVISORS LLC - CWC		
36-39	2016	В		MAC CONSULTING LP	MAC CONSULTING LP - depreciation study		
40-43	2016	В		PARSLEY COFFIN RENNER LLP	PARSLEY COFFIN RENNER LLP		
44-45	2016	8		Contr&Svcs Exp-Prof Svcs-Ded	MAC CONSULTING LP - depreciation study		1
46-48	2016	9		SCOTTMADDEN INC	SCOTTMADDEN INC - CWC		
49-53	2016	9		PARSLEY COFFIN RENNER LLP	PARSLEY COFFIN RENNER LLP		
54-57	2016	9		BAKER BOTTS LLP	BAKER BOTTS LLP		1
58-61	2016	9	1	M&S Exp-One Pay Card	Hepburn - La Mexicana Restaurant	Meal = \$65 67 for 3 attendees, no detailed receipt	65
62-66		10		Employ Rel Exp-Reimburse/Deductions	Hepburn - Petroleum Club of Houston	Meal = \$78.20 for 3 attendees, no detailed receipt	78
62-66		10		Employ Rel Exp-Reimburse/Deductions	Hepburn - Petroleum Club of Houston	Meal = \$63.33 for 2 attendees, no detailed receipt	63
67-75	2016	10		PARSLEY COFFIN RENNER LLP	PARSLEY COFFIN RENNER LLP		
76-78	2016	10		SCOTTMADDEN INC	SCOTTMADDEN INC - CWC		
79-80	2016	10		SCOTTMADDEN INC	SCOTTMADDEN INC - ROE		
81-86	2016	0		MAC CONSULTING LP	MAC CONSULTING LP - depreciation study		
87-92	2016	11		Employ Rel Exp-Awards/Gifts	Skovran - Alonti	Meal = \$123.20 for 9 attendees	
93-98	2016			M&S Exp-One Pay Card	Hart - Pappas Bar-8-Q	Meal = \$88.12 for 6 employees	
93-98	2016	11		M&S Exp-One Pay Card	Hart - New York Pizza Group	Meal = \$63.40 for 6 employees	
99	2016	11		ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		4
100	2016	11		ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS ILC		
101	2016	11		ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
102	2016	11		ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
103	2016	11		ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
104	2016	11		ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
105	2016			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
106	2016			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
107	2016			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
108	2016			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
109	2018			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
110	2016			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
111	2016			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
112	2016	11		ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
113		11		ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
114		11		ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
115	2016			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
116	2018			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
117	2016			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
18-135		11		MAC CONSULTING LP	MAC CONSULTING LP - depreciation study		
36-141		11		MAC CONSULTING LP	MAC CONSULTING LP - depreciation study		
	2016			PARSLEY COFFIN RENNER LLP	PARSLEY COFFIN RENNER LLP		
	2016			PARSLEY COFFIN RENNER LLP	PARSLEY COFFIN RENNER LLP		
170	2016	11 159022/BILLH	R Reg Ops Regulatory / BILLABLE HOUR		B#able Hr - Custer		
170	2016	11 159022/BILLH	R Reg Ops Regulatory / BILLABLE HOUR		Billable Hr - Custer		
170	2015	11 159022/BILLH	R Reg Ops Regulatory / BILLABLE HOUR		Bslable Hr - Custer		
170			R Reg Ops Regulatory / BILLABLE HOUR		Billable Hr - Custer		
170			R Reg Ops Regulatory / BILLABLE HOUR		Bitable Hr - Custer		
170			R Reg Ops Regulatory / BILLABLE HOUR		Billable Hr - Branch		
170			R Reg Ops Regulatory / BILLABLE HOUR		Billable Hr - Branch		
170			R Reg Ops Regulatory / BILLABLE HOUR		Biliable Hr - Branch		
170			R Reg Ops Regulatory / BILLABLE HOUR		Billable Hr - Burleson		
170			R Reg Ops Regulatory / BILLABLE HOUR		Bitable Hr - Burleson		
170			R Reg Ops Regulatory / BILLABLE HOUR		Billable Hr - Burleson		
170			R Reg Ops Regulatory / BILLABLE HOUR		Billable Hr - Burleson		
170			R Reg Ops Regulatory / BILLABLE HOUR		B#able Hr - Burleson		
170			R Reg Ops Regulatory / BILLABLE HOUR		Ballable Hr - Livingston		

Ret			160, 11036005,					
Ret	5 1 VU	Anch		The state of the s	the state of the s			
	1		13,2017			*····		
170	Year	r Per	PartnerObj	CO partner object name	Name of offsetting account	Vendor	Description of Meal or Hotel Room	
	2016			Reg Ops Regulatory / BILLABLE HOUR	Trains or arrastery account	Billable Hr - Livingston	Description of Meal of Motel Room	Adjustme
170	2016	8 11	159022/BILLHR	Reg Ops Regulatory / BILLABLE HOUR		Billable Hr - Livingston		
170	2016			Reg Ops Regulatory / BILLABLE HOUR		Billable Hr - Livingston		-
170	2016		159022/BILL HR	Reg Ops Regulatory / BILLABLE HOUR				
171-176	2016	8 12	100000000000000000000000000000000000000		M&S Exp-One Pay Card	Billable Hr - Livingston		
177-183		5 12			M&S Exp-One Pay Card	Strickland - In Magic Couriers Inc		
		8 12	-		MSS Exp-One Pay Card	Skovran - Alonts	Meal = \$222 35 for 13 attendees	-
					M&S Exp-One Pay Card	Skovran - Alonti	Meal = \$88.95 for 7 attendees	
					M&S Exp-One Pay Card	Livingston - SENDTHISFILE		
					Employ Rel Exp-Reimburse/Deductions	Hepburn - Petroleum Club of Houston	Meal = \$104 69 for 4 attendees	4
95-200	2016				M&S Exp-One Pay Card	Hepburn - Post Oak Grill	Meal = \$47 03 for 2 attendees	
201	2016				Couner Expense	ARDMORE POWER LOGISTICS LLC		
202		8 12			Couner Expense	ARDMORE POWER LOGISTICS LLC		
203		8 12			Couner Expense	ARDMORE POWER LOGISTICS LLC		
204	2016				Couner Expense	ARDMORE POWER LOGISTICS LLC		
205	2016				Courier Expense	ARDMORE POWER LOGISTICS LLC		
206-208		3 12			M&S Exp-One Pay Card	Joseph - Treebeards-Tunnel	Meal = \$12 34 for 1 attendee	
206-208		8 12			M&S Exp-One Pay Card	Joseph - Treebeards-Tunnel	Meal = \$61 81 for 8 attendees	
					M&S Exp-One Pay Card	Mendiola - Chick-Fil-A-Allen CE	Meal = \$7.35 for 1 attendee, no receipt	7.
09-213	2016	12			M&S Exp-One Pay Card	Mendiola - Chick-Fil-A-Atlen CE	Meal = \$82 64 for 13 attendees	
14-218	2016	12			M&S Exp-One Pay Card	Tran - Chick-Fil-A-Allen CE	Meal = \$39 71 for 14 attendees	
14-216	2016	3 12			M&S Exp-One Pay Card	Tran - Post Oak GnB	Meal = \$212 39 for 13 attendees	
19-223	2016				M&S Exp-One Pay Card	Joseph - Miller's Café	Meal = \$94.39 for 13 attendees	-
224	2016				ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC	widat = 934°29 tot 8 statudéez	
225	2016				ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
226	2016				ARDMORE POWER LOGISTICS LLC			_
227	2016					ARDMORE POWER LOGISTICS LLC		
228	2016				ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
					AROMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
229		3 12			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
230	2016				ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		10
231		5 12			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
232		3 12			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		1000
233		B 12			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
234	2016	5 12			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
235	2016				ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
238	2016	3 12			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
237	2016	3 12			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		-
238	2016	3 12			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
239	2016	3 12			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		-
240	2016	3 12			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		-
41-244	2016				BAKER BOTTS LLP	BAKER BOTTS LLP		
45-251	2017							-
45-251	2017				Employ Rel Exp-Remburse/Deductions	Stevens - Tx History Museum Parking		
	2017				Employ Rel Exp-Reimburse/Deductions	Stevens - Mileage reimbursement		-
52-258	2017				Employ Rel Exp-Remburse/Deductions	Stevens - Tolts		
					M&S Exp-One Pay Card	Hart - Houston Chronicle		
52-258	2017				M&S Exp-One Pay Card	Hart - Houston Chronicle		
259	2017				ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
260	2017				ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
261	2017				ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
262	2017				ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
263	2017				ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		-
264	2017	7 1			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
265	2017	7 1			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		-
266	2017	7 1			ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		-
267	2017				ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
268	2017				ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		-
269	2017				ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
270	2017				ARDMORE POWER LOGISTICS LLC			-
271	2017					ARDMORE POWER LOGISTICS LLC		
272	2017				ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
					ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
273	2017				ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
274	2017				ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		17
275	2017				ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
276	2017				ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
77-279	2017	7 1			SCOTTMADDEN INC	SCOTTMADDEN INC - CWC		
80-282	2017	7 1			SCOTTMADDEN INC	SCOTTMADDEN INC - ROE		
83-285					SCOTTMADDEN INC	SCOTTMADDEN INC. CWC		-
86-288					SCOTTMADDEN INC	SCOTTMADDEN INC - CWC		_

		5160, 11036005,	sion Rate Case Expenses				
		pni 3, 2017	11030300				
PG113-C3	unoogn A	pi# 3, 2017					
Ref	Year Pe	r PartnerOby	CO partner object name	Name of offsetting account	Vendor	Description of Mark as Mart Barry	
	2017		CO paraner object name	SCOTTMADDEN INC	SCOTTMADDEN INC - ROE	Description of Meal or Hotel Room	Adjustme
92-293				SCOTTMADDEN INC			
94-322					SCOTTMADDEN INC - CWC		
			, , , , , , , , , , , , , , , , , , ,	PARSLEY COFFIN RENNER LLP	PARSLEY COFFIN RENNER LLP		
23-324				THOMSON-WEST	THOMSON-WEST - Legal research		9,778
25-329				Employ Rel Exp-Bus Meals	Samo - Pizza L'Vino	Meal = \$27.06 for 14 attendees	
25-329		1		Employ Rel Exp-Bus Meals	Samo - Pizza L'Vino	Meal = \$105.00 for 14 attendees	
25-329	2017	1		Employ Rel Exp-Bus Meals	Samo - SQ Zeros Sandwich	Meal = \$65.58 for 7 attendees	
25-329	2017	1		Employ Rel Exp-Bus Meals	Samo - Treebeards-Tunnel	Meal = \$26.74 for 4 attendees	
330	2017	Part William		ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC	ineal - \$20.74 for 4 elicitores	
331	2017			AROMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
332				ARDMORE POWER LOGISTICS LLC			-
333					ARDMORE POWER LOGISTICS LLC		
				ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
334		1		ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
335		1		ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
336		1		AROMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
337	2017	1		ARDMORE POWER LOGISTICS LLC	ARDMORE POWER LOGISTICS LLC		
38-341	2017			MAC CONSULTING LP	MAC CONSULTING LP - depreciation study		-
				PARSLEY COFFIN RENNER LLP	PARSLEY COFFIN RENNER LLP		
353			Reg Ops Regulatory / BILLABLE HOUR		Billable Hr - Livingston		
353							
			Reg Ops Regulatory / BILLABLE HOUR		Billable Hr - Livingston		1000
353			Reg Ops Regulatory / BILLABLE HOUR		Biltable Hr - Livingston		
353			Reg Ops Regulatory / BILLABLE HOUR		Billable Hr - Burleson		- 100
353	2017	1 159022/BILLHR	Reg Ops Regulatory / BILLABLE HOUR		Billable Hr - Burleson		-
353	2017	1 159022/BILLHR	Reg Ops Regulatory / BILLABLE HOUR		Billable Hr - Burleson		
54-360		2		M&S Exp-One Pay Card	Stevens - McDonald's	Meal = \$7.66 for 1 attendee	
54-360				M&S Exp-One Pay Card	Stevens - Mileage reimbursement	modi - 47 CO TOI T ditalloss	
54-360				M&S Exp-One Pay Card	Stevens - Tols		
54-360							
				M&S Exp-One Pay Card	Stevens - Doubletree		
54-360				M&S Exp-One Pay Card	Stevens - Doubletree	Hotel room = \$219 per night for 1 night	69.
54-360				M&S Exp-One Pay Card	Stevens - Doubletree		0 - 10 - Test
54-360		2		M&S Exp-One Pay Card	Stevens - Doubletree		
54-360	2017 ;	2		M&S Exp-One Pay Card	Stevens - Doubletree		
81-365	2017 2	2		M&S Exp-One Pay Card	Mendiola - SQ Zeros Sandwich	Meal = \$10.12 for 1 attendee, no receipt	10
61-365	2017 2	2		M&S Exp-One Pay Card	Mendiola - SQ Zeros Sandwich	Meal = \$119.08 for 13 attendees	10
66-369		2		M&S Exp-One Pay Card	Tran - Treebeards-Tunnel		
70-372						Meal = \$117.02 for 12 attendees	
		2		M&S Exp-One Pay Card	Joseph - Chick-Fil-A	Meal = \$13.73 for 2 attendees	
73-376				M&S Exp-One Pay Card	Joseph - Ottos BBO-Allen Center	Meal = \$74.43 for 9 attendees	
77-380				M&S Exp-One Pay Card	Joseph - Pizza L'Vino	Meal = \$146.65 for 14 attendees	
81-384				M&S Exp-One Pay Card	Livingston - SENDTHISFILE		8
85-389	2017 2	2		Employ Rel Exp-Reimburse/Deductions	Stevens - McDonald's	Meal = \$5.29 for 1 attendee	
85-389	2017 :	2		Employ Rel Exp-Reimburse/Deductions	Stevens - Mileage reimbursement		
85-389	2017 :	2		Employ Rel Exp-Reimburse/Deductions	Stevens - Tolks		
390		4	Reg Ops Regulatory / BILLABLE HOUR	Cityof Rei Exp-Reillouses Deductions			_
					Billable Hr - Livingston		
390			Reg Ops Regulatory / BILLABLE HOUR		Ballable Hr - Burleson		111
	2017 3			One Pay Card	Skovran - Alonti	Meal = \$150 72 for 12 attendees	0.8
91-402			A	One Pay Card	Skoyran - Alonta	Meal = \$238 58 for 18 attendees	
91-402		3		One Pay Card	Skoyran - Alonti	Meal = \$65.97 for 6 attendees	
91-402		3	Later and the second se	One Pay Card	Skovran - Alonti	Meal = \$34 07 for 3 attendees	
03-404		3		SCOTTMADDEN INC	SCOTTMADDEN INC - ROE		
05-428		3		PARSLEY COFFIN RENNER LLP	PARSLEY COFFIN RENNER LLP		
29-434							-
	2411			MAC CONSULTING LP	MAC CONSULTING LP - depreciation study		
	008.0						\$10,734
	ceived bu	t not recorded					
435		17.7			Jackson-Hampton Inn & Suites		
36-454		Of the Real		- William I	PARSLEY COFFIN RENNER LLP		
55-476					PARSLEY COFFIN RENNER LLP		
77 510					PARSLEY COFFIN RENNER LLP		
11-513							
			·		SCOTTMADDEN INC - ROE		
514					DAVE HOWARD & ASSOCIATES		
							\$
							\$10,734
							810,734
VOICES II	cerved fm	m TCUC but not p	aid				
15-521					HERREDA A POVIE DILLO COMO MILLONIA		9
22-532	-				HERRERA & BOYLE PLLC (TCUC) - November 2016		
					HERRERA & BOYLE PLLC (TCUC) - December 2016		

memai Un Expenses (60, 11 036005 , 110	38300				
			3.2011					
	Yea	r Per	PartnerObj	CO partner object name	Name of offsetting account	Vendor	Description of Meal or Hotel Room	Adjustmen
533-545 548-566						HERRERA & BOYLE PLLC (TCUC) - January 2017		
587-590		-j i				HERRERA & BOYLE PLLC (TCUC) - February 2017		
507-590						HERRERA & BOYLE PLLC (TCUC) - Through March 22, 2017		
							This was a succession of the succession and the succession before the succession when the succession was	5
		i.						
	CBIVE	ed from	GCCC but not paid					
591-598						LLOYD GOSSELINK ROCHELLE (GCCC) November 2016		
599-622		1				LLOYD GOSSELINK ROCHELLE (GCCC) - December 2016		
623-652						LLOYD GOSSELINK ROCHELLE (GCCC) - January 2017		1
653-671		-1				LLOYD GOSSELINK ROCHELLE (GCCC) February 2017		
672-689						LLOYD GOSSELINK ROCHELLE (GCCC) - March 2017		
		1 = 1						\$ +
	CHIVE	ed from	COH/HCOC but no	it paid:				
690-693		1 1						
694-719		1						
720-746								·
747-791							, many many many many many many many many	
792-811		1 1						
812		1 1						
813		1 1						
814		11					**** **********************************	- 1
								\$ -
i		1 1						
		.1 .1					Profit demandement and	\$10,734 81
Notes.								
 Adjustit 	nent t	is for me	als in excess of \$3	25 per person, meals with no receipts.				

GUD NO. 10567

		78V7 APR 18 PM 2: 6 3
STATEMENT OF INTENT OF	§	2011111110 11 21 63
CENTERPOINT ENERGY	§	
RESOURCES CORP. D/B/A	§	BEFORE THE WOLLD ISSUET
CENTERPOINT ENERGY ENTEX	§	RAILROAD COMMISSION AS
AND CENTERPOINT ENERGY	§	OF TEXAS
TEXAS GAS TO INCREASE RATES IN	§	
THE HOUSTON DIVISION AND	§	
TEXAS COAST DIVISION	§	

AFFIDAVIT OF MARK SANTOS

Before me, the undersigned authority, on this date personally appeared Mark Santos, known to me to be the person whose name is subscribed below, and being by me first duly sworn, stated upon oath as follows:

- 1. "My name is Mark Santos. I am over 18 years of age, of sound mind and fully competent to make this affidavit. Each statement of fact herein is true and of my own personal knowledge.
- I am a partner with the Austin, Texas law firm of Parsley Coffin Renner LLP and have practiced law since 2002. I have extensive experience representing and defending clients before the Railroad Commission of Texas ("Commission") and Public Utility Commission of Texas.
- I am counsel of record for CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or the "Company") in Gas Utilities Docket No. 10567. My firm was engaged to assist in the presentation of the Company's rate filing involving the Houston and Texas Coast Divisions, which was filed with certain affected cities and the Commission on November 16, 2016. Attached to the Unanimous Settlement Agreement filed on April 7, 2017 were invoices supporting the \$1,107,462.44 in actual rate case expenses incurred by CenterPoint in this docket and which the Company seeks to recover through a surcharge for Company, consultant and legal expenses through March 31, 2017. This amount includes legal expenses incurred preparing the filing, expenses incurred by professional consultants retained to provide testimony, public notice costs, and incidental expenses. The invoices are detailed and itemized. The total amount of rate case expenses requested for recovery by the Company, \$1,250,195.12, also includes \$142,732.68 in invoices that are still due and an estimate to complete the case.
- 4. I am familiar with the Commission Rule on Rate Case Expenses, 16 Tex. ADMIN. CODE §7.5530, as well as past decisions rendered by the Commission regarding the types of expenses that are eligible for rate case expense recovery.

- 5. I have reviewed the billings of Parsley Coffin Renner LLP submitted to CenterPoint for legal services performed in this proceeding, and I affirm that those billings accurately reflect the time spent and expenditures incurred by Parsley Coffin Renner LLP on CenterPoint's behalf. The charges and rates of my firm are reasonable and consistent with those billed by others for similar work, and the rates are comparable to rates charged by other professionals with the same level of expertise and experience. The hours spent to perform the tasks assigned to Parsley Coffin Renner LLP were necessary to complete those tasks in a professional manner on a timely basis and the nature of the work performed is typical of a contested rate proceeding such as this case. The nature of this work included the preparation of testimony and other aspects of the Company's rate filing package, answering discovery questions, motions practice, preparation of errata, preparation of rebuttal testimony, preparation for hearing, attention to settlement matters, attention to prehearing matters, and attendance at Commission meetings. There was no duplication of services and the Company's request for a rate change was warranted. Further, the work was relevant and reasonably necessary to the proceedings, and the complexity and expense of the work was commensurate with both the complexity of the issues in the proceedings and the amount of the rate increase sought and granted.
- In addition to the amounts incurred through March 31, 2017, CenterPoint has and will continue to incur additional legal expenses for work performed through the issuance of a Final Order in this docket. The nature of this work includes finalizing settlement documents, potential discovery and briefing before the Examiners, and attending Commission conferences. Based on my experience in administrative proceedings, including proceedings in which the parties seek approval of a Unanimous Settlement Agreement as in this case, I estimate that legal expenses not previously included in CenterPoint's actual amounts through completion of the case will be approximately \$35,000, bringing the total amount of actual and estimated legal fees necessary to complete this proceeding to \$829,214.37.
- In addition to legal expenses, CenterPoint incurred other rate case expenses, which included expenses incurred by professional consultants retained to provide testimony, preparation of the filing, public notice, responding to discovery, and incidental expenses. These expenses were typical of the consulting expenses required to present a statement of intent filing at the Commission, to respond to discovery, to present rebuttal testimony, and to prepare for hearing. Actual detailed and itemized invoices supporting these expenses through March 31, 2017 are attached to the Unanimous Settlement Agreement. The total amount of other rate case expenses incurred through March 31, 2017, is \$313,248.07. Other rate case expenses that are anticipated but final bills have not yet been received total \$107,732.68.
- 8. No portion of the fees or expenses that CenterPoint seeks to recover is or will be for luxury items, such as limousine service, sporting events, alcoholic beverages, hotel movies, or other entertainment. The charges for copies, printing, overnight courier service, transcripts, and other expenses and costs were necessary for the prosecution of the case and are reasonable.

- 9. CenterPoint's total amount of rate case expenses as reflected in the Unanimous Settlement Agreement and for which CenterPoint requests that the Commission authorize recovery is \$1,250,195.12.
- 10. CenterPoint seeks recovery only of those expenses that are actually incurred, and any rate case expense surcharge will collect from ratepayers only the amount actually incurred and authorized by the Commission. I note, however, that this estimate presumes approval of the Unanimous Settlement Agreement and no appeal of the Commission's Final Order. CenterPoint reserves the right to revise this estimate to the extent that additional litigation becomes necessary."

Mark Santos

SWORN TO AND SUBSCRIBED before me on this ________ day of April 2017, by Mark

LAURETTA T ROBINS

Santos.

Notary Public in and for the State of Texas

RAILROAD COMMISSION OF TEXAS

STATEMENT OF INTENT O	§	
CENTERPOINT ENERGY	§	
RESOURCES CORP., D/B/A	§	GAS UTILITIES DOCKET NO. 10567
CENTERPOINT ENERGY ENTEX	§	
AND CENTERPOINT ENERGY	§	
TEXAS GAS TO INCREASE RATES IN	§	
THE TEXAS GULF DIVISION	§	

AFFIDAVIT OF ALTON J. HALL, JR. IN SUPPORT OF CITY OF HOUSTON AND HOUSTON COALITION OF CITIES' RATE CASE EXPENSES

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Alton J Hall, Jr., who being by me first duly sworn, on oath deposed and said the following:

- 1. My name is Alton J. Hall, Jr. I am Special Counsel with the law firm of Adams and Reese LLP ("Adams and Reese") and lead counsel for the City of Houston and the Houston Coalition of Cities ("COH" and "HCC") in CenterPoint's Application to Change Rates in Docket No. 10567. I received my JD and my Texas State Bar license in 1984. I have represented numerous rate payer interests before the Railroad Commission of Texas ("RRC" or "Commission") and the Public Utility Commission ("PUC") since 1986. Moreover, I have represented the City of Houston and other municipalities in proceedings before the PUC and RRC since 1990.
- 2. I am personally familiar with the services performed by Adams and Reese on behalf of COH and HCC in connection with Docket No. 10567. I am also personally familiar with the legal services provided by Clarence A. West and the consulting services of Norwood Energy Consulting LLC, Technical Associates, Inc., Garrett Group LLC, Kit Pevoto, RWH

Myers & Company LLC, and Lacey Newday Consulting, LLC on behalf of COH and HCC. I am over the age of 18 years and am qualified to make this Affidavit. The statements in this Affidavit are true and correct.

- Norwood Energy Consulting LLC, Technical Associates, Inc., Garrett Group LLC, Kit Pevoto, RWH Myers & Company LLC, and Lacey Newday Consulting, LLC to COH and HCC for legal services and consulting services performed in Docket No. 10567. These billings accurately reflect the time spent and expenditures incurred by Adams and Reese and Norwood Energy Consulting LLC, Technical Associates, Inc., Garrett Group LLC, Kit Pevoto, RWH Myers & Company LLC, and Lacey Newday Consulting, LLC on behalf of COH and HCC. These billings were accurately calculated before they were tendered, and there was no double billing. None of the charges billed to COH and HCC have been recovered through reimbursement for other expenses. The expenses charged were associated with the review of CenterPoint's proposed gas rate increase in Docket No. 10567 and were necessary to represent the interests of COH and HCC in this matter.
- 4. For the period through March 21, 2017, COH and HCC have incurred \$250,709.11 from Adams & Reese for legal fees and expenses. In addition, HCC has incurred \$1,677.00 from Clarence A. West. COH and HCC have also incurred consulting fees and expenses in Docket No. 10567 in the amount of \$186,330.00, itemized as follows:

Norwood Energy Consulting LLC	\$63,800
Garrett Group, LLC.	\$67,150
Technical Associates, Inc.	\$26,500
Kit Pevoto	\$14,400

RWH Myers & Company, LLC

\$9,600

Lacey Newday Consulting, LLC

\$4,880

The fees and expenses incurred were necessary to accomplish the following: 1) review and analyze CenterPoint's filing; 2) advise COH and HCC on the Company's proposed rate change; 3) prepare pleadings and motions; 4) identify issues in the filing; 5) attend prehearing conferences; 6) attend technical conference; 7) numerous telephone conferences with other parties and consultants; 8) work with attorneys and consultants; 9) draft and submit discovery requests and review same; 10) respond to discovery and requests from the Company; 11) presentation of testimony; 12) review and analyze pertinent legal authorities; 13) preparation of Hearing Brief; 14) review and analyze relevant Commission precedent; 15) preparation for hearing; 16) preparation for and attendance at numerous settlement conferences; and 17) review and revisions to settlement documents.

5. The consulting services performed for COH and HCC were conducted by Mr. Scott Norwood, Mr. Mark Garrett, Mr. David Parcell, Ms. Kit Pevoto and Ms. Sara Coleman. These consultants have testified before the RRC and the PUC on numerous occasions over the past 30 years. The hourly rates for these consultants in Docket No. 10567 are as follows: 1) Mr. Norwood, \$200 per hour; 2) Mr. Garrett, \$200.00 per hour; 3) Mr. Parcell, \$200.00 per hour; 4) Ms. Pevoto, \$200.00 per hour; and 5) Ms. Coleman, \$200 per hour. This is the same or similar hourly rate charged other clients for comparable services during the same time period. With the exception of Ms. Coleman, each of these consultants provided pre-filed, direct testimony. Mr. Norwood addressed consolidation, capital additions and GRIP issues. Mr. Garrett addressed cost of service and GRIP ADIT issues. Mr. Parcell addressed cost of capital and capital structure

issues. Ms. Pevoto addressed cost allocation and rate design issues. Ms. Coleman assisted on GRIP issues.

- 6. The legal services performed by Adams and Reese on behalf of COH and HCC were managed and supervised by me. The services rendered through March 21, 2017, included those items set forth in Paragraph 4 above. The hours spent by Adams and Reese for work assigned to us in this proceeding was reasonable and necessary to complete those tasks in a professional manner and on a timely basis. I used my knowledge and experience in these matters before the RRC and PUC to assure that the work being done and the expenses incurred were reasonable.
- 7. So that duplication of effort was minimized where possible, COH and HCC coordinated its activities with the Texas Coast Utilities Coalition ("TCUC") and the Gulf Coast Coalition of Cities ("GCCC"). Counsel for COH and HCC and TCUC and GCCC discussed the issues presented by CenterPoint's application in this case and divided the issues to be explored among the City coalitions. These parties met on a regular basis to discuss the division of issues to assure there was no duplication.
- 8. The hourly rates charged COH and HCC for attorneys by Adams and Reese range from \$200 to \$425/hr. These rates represent a significant discount from the standard rates charges for these same lawyers to other clients for similar work. My standard rate, for example, is \$625/hr. The rate charged the COH and HCC is \$425/hr for my services. As stated above, I have been practicing for 32 years and appearing before the PUC and RRC for over 30 years.
- 9. I am personally familiar with the rates charged by attorneys in Harris County, Texas, for complex litigation and regulatory matters such as this case. The rate charged COH and HCC for my services of \$425/hr is on the low end of the market. Similarly, the rates for

other attorneys and paralegals in my firm representing COH and HCC are on the low end for their experience levels and expertise on these types of matters.

- 10. The hourly rate for Clarence A. West for HCC is \$260/hr. Mr. West has well over 30 years' experience in regulatory and governmental matters. As such, his rate is quite reasonable.
- 11. The actual invoices submitted by Adams and Reese and Clarence A. West and Norwood Energy Consulting LLC, Technical Associates, Inc., Garrett Group LLC, Kit Pevoto, RWH Myers & Company LLC, and Lacey Newday Consulting, LLC for services and expenses through April 30, 2016, are submitted as part of Exhibit D to the Unanimous Stipulation and Settlement Agreement.
- 12. The actual invoices include a description of services performed and time expended on a daily basis. All expenses are supported by backup documentation. The documentation in this case is similar to that provided in many previous rate cases at the RRC.
- 13. Pursuant to RRC Practice and Procedure Rules Sec. 7.5530, Adams and Reese and Clarence A. West and Norwood Energy Consulting LLC, Technical Associates, Inc., Garrett Group LLC, Kit Pevoto, RWH Myers & Company LLC, and Lacey Newday Consulting, LLC recorded time spent on this matter by issue category to the extent possible. Time entries on the attached invoices indicate the issue subject matter of each entry, to the extent possible.
- 14. The issues addressed by COH and HCC have a reasonable basis in law, policy or fact. COH and HCC's attorneys reviewed the relevant law and RRC rules and applicable Commission precedent to ensure that the issues raised by COH and HCC in this case were reasonably grounded and relevant in this matter.

- 15. CenterPoint filed this rate case seeking to combine two currently separate divisions - the Houston Division and the Texas Coast Division. Prior to this point, CenterPoint had not filed a base rate case for the Houston Division since 2009. Accordingly, this case presented several complex issues.
- 16. Moreover, the magnitude of the request in CenterPoint's application of \$31.4 million was quite significant, especially in view of the fact that nearly 90 percent of the increase was allocated to the Houston Division, and nearly 90 percent to Residential ratepayers.
- 17. As a result of the magnitude of the request and the complexity of the issues, which also addressed for the first time rate inclusion of several GRIP filings, discovery was quite intensive. Moreover, consolidation presented several additional issues.
- 18. The expenses incurred by Adams and Reese and Clarence A. West and Norwood Energy Consulting LLC, Technical Associates, Inc., Garrett Group LLC, Kit Pevoto, RWH Myers & Company LLC, and Lacey Newday Consulting, LLC comply with RRC Practice and Procedure Rules Sec. 7.5530. Neither Adams and Reese nor Norwood Energy Consulting LLC, Technical Associates, Inc., Garrett Group LLC, Kit Pevoto, RWH Myers & Company LLC, and Lacey Newday Consulting, LLC charged for luxury items, including first-class airfare, limousine service, entertainment, or alcoholic beverages. No meals were charged in excess of \$25 per person, and no individual billed for more than 12 hours in a single day.
- 19. The total amount requested for rate case expenses through March 21, 2017, in the amount of \$438,716.11 for Docket No. 10567 is reasonable and necessary, in light of all the factors discussed above and, therefore, in compliance with RRC Practice and Procedure Rules Sec. 7.5530. These fees and expenses are in proportion to the nature and scope of the case at issue.

20. Based on the additional services required through a Final Order in this matter, I expect that there will be additional fees and expenses incurred by COH and HCC. The estimated fees and expenses will not exceed \$30,000. We will supplement this filing with additional fees and expenses at the conclusion of the proceeding.

Alton J. Hall, Jr.

SUBSCRIBED AND WORN TO BEFORE ME, the undersigned authority, on this the 17^{th} day of April 2017.

MELINDA SANCHEZ
Notary Public, State of Texas
My Commission Expires
June 05, 2018

NOTARY PUBLIC STATE OF TEXAS

GAS UTILITIES DOCKET NO. 10567

STATEMENT	OF INTE	NT OF	§	
CENTERPOINT		ENERGY	§	BEFORE THE
RESOURCES	CORP.,	D/B/A	§	
CENTERPOINT	ENERGY	ENTEX	§	RAILROAD COMMISSION
AND CENTERPO	INT ENERG	Y TEXAS	§	
GAS TO INCRE	ASE RATES	IN THE	§	OF TEXAS
TEXAS GULF DI	VISION		§	

AFFIDAVIT OF THOMAS L. BROCATO
RELATED TO THE RATE CASE EXPENSES OF
THE GULF COAST COALITION OF CITIES

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Thomas L. Brocato who being by me first duly sworn, on oath deposed and said the following:

- I. My name is Thomas L. Brocato. I am a principal with the law firm of Lloyd Gosselink Rochelle and Townsend, P.C. ("Lloyd Gosselink") and counsel for the Gulf Coast Coalition of Cities ("GCCC") in Gas Utilities Docket ("GUD") No. 10567. I have been practicing public utility law since I graduated from law school and began my career as a Staff attorney at the Public Utility Commission of Texas ("PUC" or "Commission") in 1990. I have represented entities at the Railroad Commission and PUC for over 25 years. Having participated in numerous rate cases and appeals, I have represented municipalities since 2004.
- 2. I have reviewed the work performed by Lloyd Gosselink and the technical consultants on behalf of GCCC in connection with GUD No. 10567 concerning the Statement of Intent of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas to Increase Rates in the Texas Gulf Division. I am over the age of 18 years and am not disqualified from making this affidavit. My statements are true and correct.

- 3. I have reviewed the billings of Lloyd Gosselink submitted to GCCC for legal services performed in GUD No. 10567. I affirm that those billings accurately reflect the time spent and expenditures incurred by Lloyd Gosselink on GCCC's behalf. Those billings were accurately calculated before they were tendered, and there was no double billing. None of the charges billed to GCCC have been recovered through reimbursement for other expenses. The expenses charged were associated with the review of CenterPoint's Statement of Intent in GUD No. 10567 and were necessary to advise GCCC and accomplish tasks in this proceeding. Total rate case expenses (inclusive of legal fees, consultant charges, and other expenses) for GUD No. 10567 through March 31, 2017 are summarized in the chart attached to this affidavit as Attachment A.
- 4. For the period of November 2016 through March 31, 2017, Lloyd Gosselink has billed \$66,453.60 for legal services in GUD No. 10567. The fees and expenses incurred through March 31, 2017 were necessary to: advise GCCC on the review of CenterPoint's Statement of Intent, identify issues, retain and work with consultants, address discovery matters, prepare testimony, participate in settlement discussions, and negotiate the settlement agreement.
- 5. The attorneys' hourly rates of \$165-\$325, upon which the billings are based, are the same hourly rates charged other clients for comparable services during the same time frame. Our firm's rates are at the lower end of the range compared to the rates charged by other lawyers with similar experience providing similar services. The hours spent to perform the tasks assigned to Lloyd Gosselink were necessary to complete those tasks in a professional manner on a timely basis. The participating attorneys' many years of experience participating in utility rate cases aid in our efforts to keep rate case expenses reasonable.
- 6. Invoices from Lloyd Gosselink also include fees and expenses from ReSolved Energy Consulting, LLC for work performed by Karl Nalepa and his assistant in the amount of

\$36,247.00. Mr. Nalepa is a regulatory expert engaged to present testimony and consult on the issues in this case. Mr. Nalepa's hourly rate for this proceeding is \$260. This is the same or similar hourly rate charged other clients for comparable services during the same time period. Mr. Nalepa and his assistant reviewed CenterPoint's Statement of Intent, identified issues, prepared and reviewed discovery questions and responses, prepared direct testimony, assisted in settlement negotiations.

- 7. Invoices from Lloyd Gosselink also include fees and expenses from New Gen Consulting, LLC for work performed by Connie Cannady in the amount of \$33,007.50. Ms. Cannady's hourly rate for this proceeding is \$245. This is the same or similar hourly rate charged other clients for comparable services during the same time period. Ms. Cannady reviewed CenterPoint's Statement of Intent, identified issues, prepared and reviewed discovery questions and responses, prepared direct testimony, assisted in settlement negotiations.
- 7. The invoices submitted by Lloyd Gosselink include a description of services performed and time expended on each activity. The invoices for GUD No. 10567 through March 31, 2017 are included as Attachment B to this affidavit. Lloyd Gosselink has documented all charges with time sheets, invoices, and records. The documentation in this case is similar to that provided in many previous ratemaking proceedings at the Railroad Commission.
- 8. I have made a detailed review of actual invoices for consultants and legal services for November 2016 through March 31, 2017. I conclude that the services rendered in these months were necessary for GCCC's participation in this proceeding and that the fees and expenses were reasonable in relation to the complexity of the issues addressed. Specifically, I made the following significant findings during my review:
 - The hourly rates charged by GCCC' consultants and attorneys are within the range of reasonable rates;

- The number of individuals working on this matter at any given time was minimized;
- Consultants and attorneys accurately documented hours worked and services provided on their invoices;
- There were no time entries by any individual that exceeded 12 hours per day on any single matter or on a combined basis when work was performed on these cases; and
- There were no expenses that are subject to special scrutiny (e.g., luxury hotels, valet parking, designer coffee, airfare, meals).
- 9. I have reviewed all of the consultants' and attorneys' qualifications, along with a critical evaluation of their work product and the fees that they charged GCCC, and have found their services and fees to be reasonable and a good value. Each consultant and attorney provided services that were necessary for GCCC to fairly represent the interests of the members of GCCC in this rate-setting proceeding. All of the actual fees and expenses incurred to date are substantiated by detailed invoices, which I have included.
- 10. In addition to the expenses incurred through March 31, 2017, Lloyd Gosselink will incur fees and expenses in GUD No. 10567 beyond that date associated with continued work to finalize settlement documents subsequent to the date of this affidavit.

In consideration of this activity, GCCC estimates that its remaining expense of participating in this case beyond March 31, 2017 will not exceed \$30,000. In the event that the settlement in this matter is not adopted, or some additional process or litigation is required to bring this matter to a close, GCCC would seek to quantify an additional rate case expense amount.

11. The total amounts requested for expenses through March 31, 2017 of \$135,708.10 for GUD No. 10567 and the estimate beyond that that date, are reasonable given the complexity, importance, and magnitude of this case, the nature of GCCC's case, and the number of issues.

Dated: April 3, 2017.

THOMAS L. BROCATO

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this $\underline{/3}$ day of April, 2017.

JUDY A. McMAHON
NOTARY PUBLIC STATE OF TELES
101 9 7 9 9 5 3
COMM. EXP. 03-19-2021

GAS UTILITIES DOCKET NO. 10567

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

AFFIDAVIT OF ALFRED R. HERRERA RELATED TO THE RATE CASE EXPENSES OF THE TEXAS COAST UTILITIES COALITION OF CITIES

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared Alfred R. Herrera, being by me first duly sworn, on oath deposed and said the following:

- 1. My name is Alfred R. Herrera, and I am a principal of Herrera & Boyle, PLLC. I have over 32 years of experience in legal and legislative matters related to the utility industry (gas, electric, water, wastewater, and telecommunications). I have litigated numerous utility-related rate matters. Herrera & Boyle, PLLC has been retained by the Texas Coast Utilities Coalition ("TCUC") of cities in connection with GUD Docket No. 10567, Statement of Intent of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas to Increase Rates in The Texas Gulf Division and with the same statement of intent CenterPoint submitted to the TCUC cities under the cities' original jurisdiction (collectively, "GUD 10567").
- 2. I am personally familiar with the work performed by Herrera & Boyle and the technical consultants on behalf of TCUC in *GUD 10567*. I am over 18 years of age and I am not disqualified from making this affidavit. My statements are true and correct.
- This firm has provided services to TCUC in GUD 10567 including, but not limited to, the following activities: the provision of legal advice and strategy; negotiating procedural schedules and substantive issues; identification of consultants and recommendations to the client regarding consultants; coordination of issue development; legal research; preparation and filing of pleadings and briefs; discovery; preparation for and participating in prehearing conferences and settlement meetings; briefing clients and discussions with consultants.

- 4. I am responsible for coordinating and supervising the efforts of my firm's personnel pertaining to the services rendered to TCUC in *GUD 10567*. I have personally reviewed all billings for all work performed (legal and consulting) in connection with *GUD 10567*.
- 5. My firm provided our invoices and backup for the fees and expenses charged to TCUC to the City of Baytown and to the other members of TCUC for forwarding to CenterPoint for reimbursement. My firm's billings are associated with efforts that were reasonable and necessary for development of the record and advocacy of TCUC's interests in GUD 10567 and those invoices accurately reflect the time expended and the expenses incurred by Herrera & Boyle and the consultants that worked on matters related to GUD 10567. Also, none of TCUC's rate case expenses have been reimbursed as of the date of my affidavit. Duplication of effort was avoided.
- My firm's individual charges and rates are reasonable, consistent with the rates billed to others for similar work and comparable to rates charged by other professionals with the same level of expertise and experience. The amounts charged for such services are reasonable and there has been no double billing of charges. No meal expense has been billed by any attorney or other Herrera & Boyle personnel. No charges have been incurred or billed for luxury items, first-class airfare, limousines, alcohol, sporting events, or entertainment.
- 7. For the period November 16, 2017 through March 31, 2017, Herrera & Boyle has billed \$144,062.58 related to *GUD 10567*. This figure includes \$80,466.77 in legal fees and expenses and \$63,595.81 in consultant fees and expenses. The fees and expenses incurred through March 31, 2017 were necessary to advise TCUC on the rate package filing with a focus on CenterPoint's proposed depreciation rates; to review the impact of the proposed consolidated PGA tariff on the current Texas Coast Division customer rates with particular focus on the additional costs that the Company plans to include in the consolidated PGA; and to undertake such tasks as reviewing the application, identifying issues, coordinating activities, retaining and working with consultants, engaging in discovery, drafting pleadings, and preparing for hearings and settlement discussions, and assisting the cities in processing CenterPoint's application at the city level. A summary of TCUC rate case expenses and the related invoices for *GUD 10567* are appended to my affidavit as Attachment A.
- 8. The total amount of rate case expenses of \$144,062.58 incurred from November 16, 2017 through March 31, 2017, and the estimate beyond March 31, 2017 of \$3,500.00 requested for reimbursement, are reasonable given the complexity, importance, and magnitude of this case, the nature of TCUC's positions in the case, and the number of issues TCUC addressed.
- 9. The attorney hourly rates of \$295-\$375, upon which the billings are based, are comparable to hourly rates charged to other clients for comparable services during the same time frame. Herrera & Boyle's rates are at the lower end of the range of reasonable hourly rates compared to the rates charges by other lawyers with similar experience providing similar services.

- 10. The hours spent to perform the tasks assigned to Herrera & Boyle were necessary to complete the required tasks in a professional manner on a timely basis. My many years in working with and supervising attorneys and consultants in utility rate cases, including at the Railroad Commission, facilitate efforts to keep rate case expenses reasonable.
- 11. David Garrett is the managing member of the consulting firm, Resolve Utility Consulting, PLLC. His educational background and experience in the utility industry are presented in Exhibit DJG-1 to his direct testimony in *GUD 10567*. His time and efforts in *GUD 10567* were coordinated by me and by attorneys working under my direction. Mr. Garrett's background and experience served to allow him to efficiently accomplish his assignment in *GUD 10567*. Mr. Garrett and Resolved Utility Consulting's time, effort and associated fees in *GUD 10567* of \$41,750.00 are reasonable and necessary.
- 12. Melissa Whitten is a Senior Consultant for Daymark Energy Advisors, Inc., and has over 35 years of experience in providing support to the energy industry in matters affecting policy, planning, and strategic decisions as shown in Exhibit MW-1 to her direct testimony in *GUD 10567*. Her time and efforts in *GUD 10567* were coordinated by me and by attorneys working under my direction. Because of her extensive background and experience, Ms. Whitten was able to efficiently accomplish her assignment in this proceeding. Ms. Whitten and Daymark Energy Advisors' time, effort and associated fees of \$21,845.81 are reasonable and necessary.
- 13. The invoices submitted by Herrera & Boyle include a description of services performed and time expended on each activity. The invoices for *GUD 10567* have been provided to CenterPoint on a monthly basis and to the parties in *GUD 10567*. Herrera & Boyle has documented all charges with time sheets, invoices and records. The documentation in this case is similar to that provided in many previous cases at the Railroad Commission of Texas (Commission) and the Public Utility Commission of Texas.
- 14. Legal expenses incurred in connection with GUD 10567, total \$3,353.27. There are no luxury items associated with Herrera & Boyle's expenses. The total consists of reimbursable items such as courier services, express mail, postage and shipping, and photocopying. Internal copying charges were limited to 15¢ per page.
- 15. My responsibilities, as well as other attorneys assigned to *GUD 10567* included client communications, strategy development, overall case management, discovery review, review and editing of testimony, preparing for hearing, and negotiations of settlement. The other attorneys assigned to these proceedings have related utility experience of approximately 8 years.
- 16. I have reviewed the actual invoices for consultants and legal services presented in Attachment A to my affidavit. The services rendered in these months were necessary for TCUC's participation in *GUD 10567* and the fees and expenses were reasonable in relation to the complexity of the issues addressed.

- 17. Further, the hourly rates charged by TCUC's consultants and attorneys are within the range of reasonable rates for ratemaking cases filed by utilities at the Commission; the consultants and attorneys took all reasonable efforts to keep to a minimum the number of individuals assigned to tasks relevant to GUD 10567; there were no time entries by any individual that exceeded twelve hours on any day on work performed GUD 10567; and TCUC's attorneys and consultants incurred no expenses that are subject to special scrutiny (e.g., luxury hotels, valet parking, designer coffee, airfare, meals).
- 18. I also reviewed the consultants' and attorneys' qualifications, along with an evaluation of their work product and the fees that they charged TCUC, and found their services and fees to be reasonable. Each consultant and attorney provided services that were necessary for TCUC to fairly represent TCUC's interests in GUD 10567. The actual fees and expenses incurred to date are substantiated by detailed invoices and are included in Attachment A to my affidavit.
- 19. To complete GUD 10567, I estimate that the cities represented by Herrera & Boyle will incur additional fees and expenses of \$3,500.00 primarily to review final settlement documents, including CenterPoint's conforming tariffs, and attendance at the Commission's conference(s) to consider approval of the settlement reached in GUD 10567. This amount is based on my experience in previous rate cases at the Commission to accomplish similar tasks. TCUC will request reimbursement only for actual amount billed for work that has been performed.
- 20. TCUC reserves the right to amend this affidavit and its request for reimbursement as more information is gathered over the course of GUD 10567.

21. Statements in this affidavit are true and known by me personally.

Alfred R. Herrera

SWORN AND SUBSCRIBED before me on this the 17th day of April 2017.

LESLIE W. LINDSEY

Notary Public, State of Texas

Comm. Expires 03-10-2019

Notary ID 128548419

Notary Public, State of Texas

Cities That Retained Original Jurisdiction

			Numbe	Number of Customers			
LN.				General			
NO.	City/Town	City	Residential	Small	Lg. Vol.		
1	City of	Alvin	4,961	389	15		
2	City of	Angleton	4,133	273	7		
3	City of	Baytown	15,024	829	41		
4	City of	Beach City	479	3	-		
5	Town of	Beasley	90	13	-		
6	City of	Bellaire	5,783	207	7		
7	City of	Brookshire	211	72	3		
8	City of	Brookside Village	445	10	-		
9	City of	Bunker Hill Village	1,288	31	-		
10	City of	Clute	1,997	176	4		
11	City of	Conroe	14,491	1,215	42		
12	City of	Deer Park	9,375	441	7		
13	City of	Dickinson	4,539	177	4		
14	City of	East Bernard	341	53	-		
15	City of	Freeport	2,177	184	4		
16	City of	Friendswood	9,338	346	7		
17	City of	Fulshear	1,794	95	-		
18	City of	Hedwig Village	554	80	9		
19	City of	Hilshire Village	290	9	-		
20	City of	Houston	384,123	24,007	1,225		
21	City of	Humble	2,500	373	33		
22	City of	Hunters Creek Village	1,482	45	-		
23	City of	Jersey Village	2,078	89	11		
24	City of	Katy	4,152	384	11		
25	Village of	Kemah	513	70	2		
26	City of	Kendleton	33	3	-		
27	City of	La Marque	4,535	225	4		
28	City of	La Porte	8,498	436	7		
29	City of	Lake Jackson	7,153	252	14		
30	City of	League City	25,792	962	19		
31	City of	Manvel	1,474	169	2		
32	City of	Meadows Place	1,512	19	4		
33	City of	Missouri City	19,364	478	15		
34	Town of	Mont Belvieu	1,230	77	2		
35	City of	Montgomery	41	1	_		
36	City of	Morgan's Point	118	15	1		
37	City of	Nassau Bay	1,041	49	3		
38	Town of	Needville	651	60	1		
39		Oak Ridge North	1,093	47	3		
40	City of Town of	Orchard	91	10	3		
40	City of		112	18	-		
41	•	Oyster Creek Pasadena			- 61		
	City of City of	Pasadena Pearland	30,368	1,290	64 35		
43	City Oi	r callallu	28,407	1,098	35		

Cities That Retained Original Jurisdiction

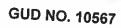
			Numbe	Number of Customers			
LN.				General	Service		
NO.	City/Town	City	Residential	Small	Lg. Vol.		
44	City of	Piney Point Village	1,124	31	-		
45	City of	Richmond	2,048	158	8		
46	City of	Rosenberg	6,865	559	11		
47	City of	Santa Fe	1,958	91	2		
48	City of	Seabrook	3,285	156	4		
49	City of	Shenandoah	878	99	11		
50	City of	Shoreacres	591	5	-		
51	City of	Spring Valley Village	1,449	51	1		
52	City of	Stafford	3,315	319	21		
53	City of	Sugar Land	24,037	722	38		
54	City of	Taylor Lake Village	1,404	7	-		
55	City of	Texas City	9,856	556	17		
56	City of	Wallis	251	30	1		
57	City of	Webster	505	241	25		
58	City of	West Columbia	765	85	-		
59	City of	Wharton	1,770	208	4		
60		TOTAL	663,772	38,098	1,749		

	Cities That Surrendered Original Jurisdiction					
_			Numbe	r of Customers	3	
LN.				General	Service	
NO.	City/Town	City	Residential	Small	Lg. Vol.	
1	City of	Clear Lake Shores	423	17	2	
2	City of	Cut and Shoot	140	19	-	
3	City of	Danbury	406	25	-	
4	City of	El Lago	866	20	2	
5	City of	Galena Park	2,570	117	1	
6	City of	Hillcrest Village	265	2	-	
7	City of	Hitchcock	1,389	74	2	
8	City of	Jacinto City	2,222	118	4	
9	City of	Jones Creek	473	11	-	
10	City of	Liverpool	102	8	1	
11	City of	New Waverly	205	32	-	
12	City of	Panorama Village	1,027	41	-	
13	Village of	Pleak	40	1	-	
14	City of	Richwood	876	31	-	
15	City of	Roman Forest	553	11	-	
16	City of	South Houston	3,193	214	9	
17	City of	Southside Place	410	32	3	
18	City of	West University Place	5,106	107	2	
19	City of	Weston Lakes	1,298	29	_	
20	City of	Willis	347	87	4	
21	Total Ceded	OJ	21,911	995	30	

			Unincorporated		
1	Number of Customers				
LN.				General	Service
NO.	. City/Town	City	Residential	Small	Lg. Vol.
22	Environ of	Alvin	677	12	-
23	Environ of	Angleton	107	17	-
24	Environ of	Bacliff	2,089	108	1
25	Environ of	Barrett's Settlement	638	27	-
26	Environ of	Baytown	6,857	208	5
27	Environ of	Beach City	296	9	-
28	Environ of	Beasley	2	-	-
29	Environ of	Bellaire	-	-	-
30	Environ of	Boling	225	17	-
31	Environ of	Brookshire	793	92	6
32	Environ of	Brookside Village	-	-	-
33	Environ of	Bunker Hill Village	-	-	-
34	Environ of	Clear Lake Shores	25	4	-
35	Environ of	Clute	58	1	-
36	Environ of	Columbia Lakes	427	11	-
37	Environ of	Conroe	15,519	840	21
38	Environ of	Crosby	1,180	178	1
39	Environ of	Cut and Shoot	-	-	-
40	Environ of	Damon	96	9	-
41	Environ of	Danbury	60	1	-
42	Environ of	Deer Park	-	-	-
43	Environ of	Dickinson	495	37	-
44	Environ of	East Bernard	3	11	-
45	Environ of	El Lago	-	-	-
46	Environ of	Freeport	-	5	-
47	Environ of	Friendswood	2,418	32	1
48	Environ of	Fulshear	367	6	-
49	Environ of	Galena Park	-	-	-
50	Environ of	Glen Flora	36	5	-
51	Environ of	Hedwig Village	-	-	-
52	Environ of	Highlands	2,670	94	2
53	Environ of	Hillcrest Village	143	-	-
54	Environ of	Hilshire Village	-	-	-
55	Environ of	Hitchcock	99	8	-
56	Environ of	Houston	436,280	15,666	459
57	Environ of	Humble	-	-	1
58	Environ of	Hungerford	79	12	1
59	Environ of	Hunters Creek Village	-	-	-
60	Environ of	lago	60	4	-
61	Environ of	Iowa Colony	902	68	-
62	Environ of	Jacinto City	-	-	-
63	Environ of	Jersey Village	-	-	-
64	Environ of	Jones Creek	39	3	-
65	Environ of	Katy	13,872	884	5

	Unincorporated						
			Numb	Number of Customers			
LN.				General			
NO.	City/Town	City	Residential	Small	Lg. Vol.		
66	Environ of	Kemah	92	5	-		
67	Environ of	Kendleton	1	-	-		
68	Environ of	La Marque	-	-	-		
69	Environ of	La Porte	5	17	2		
70	Environ of	Lake Jackson	94	3	-		
71	Environ of	League City	-	-	-		
72	Environ of	Liverpool	151	1	-		
73	Environ of	Manvel	327	44	-		
74	Environ of	Meadows Place	-	-	-		
75	Environ of	Missouri City	14	-	1		
76	Environ of	Montgomery	-	-	-		
77	Environ of	Mont Belvieu	571	39	-		
78	Environ of	Morgan's Point	-	-	-		
79	Environ of	Nassau Bay	-	-	-		
80	Environ of	Needville	93	24	1		
81	Environ of	New Caney	353	111	2		
82	Environ of	New Gulf	32	8	-		
83	Environ of	New Waverly	-	-	-		
84	Environ of	Oak Ridge North	-	-	2		
85	Environ of	Old Ocean	23	4	-		
86	Environ of	Orchard	9	-	-		
87	Environ of	Oyster Creek	51	-	-		
88	Environ of	Panorama Village	-	-	-		
89	Environ of	Pasadena	-	5	4		
90	Environ of	Pearland	8,244	225	9		
91	Environ of	Pecan Grove	22,824	611	1		
92	Environ of	Piney Point Village	-	-	-		
93	Environ of	Pleak	-	-	-		
94	Environ of	Porter	5,007	275	1		
95	Environ of	Richmond	5,476	557	3		
96	Environ of	Richwood	259	3	-		
97	Environ of	Roman Forest	-	-	-		
98	Environ of	Rosenberg	4,459	225	-		
99	Environ of	Rosharon	134	27	-		
100	Environ of	San Leon	748	36	-		
101	Environ of	Santa Fe	97	2	-		
102	Environ of	Seabrook	-	-	-		
103	Environ of	Shenandoah	-	-	2		
104	Environ of	Shoreacres	-	-	-		
105	Environ of	South Houston	-	-	-		
106	Environ of	Southside Place	-	-	-		
107	Environ of	Spring	1,750	147	1		
108	Environ of	Spring Valley Village	· -	-	-		
109	Environ of	Stafford	-	-	-		
110	Environ of	Sugar Land	15,050	176	2		
111	Environ of	Taylor Lake Village	-	-	-		
112	Environ of	Teal Run	6,701	248	-		

Unincorporated						
			Numb	Number of Customers		
LN.				General Service		
NO.	City/Town	City	Residential	Small	Lg. Vol.	
113	Environ of	Texas City	-	-	-	
114	Environ of	Van Vleck	218	20	-	
115	Environ of	Wallis	6	2	-	
116	Environ of	Webster	-	-	-	
117	Environ of	West Columbia	112	10	-	
118	Environ of	West University Place	-	-	-	
119	Environ of	Weston Lakes	227	21	-	
120	Environ of	Wharton	85	3	-	
121	Environ of	Willis	-	-	-	
122	Environ of	The Woodlands Township	29,816	980	37	
123		Total Unincorporated	589,541	22,198	571	
124		Total RRC Jurisdiction	611,452	23,193	601	



Statement of Intent of CenterPoint Energy
Resources Corp., d/b/a CenterPoint Energy Entex
and CenterPoint Energy Texas Gas to
Increase Rates in the Houston Division
and Texas Coast Division



Electronic Files