

GAS SERVICES DIVISION  
GSD - 1 TARIFF REPORT

RRC COID: 7066 COMPANY NAME: LDC, LLC

TARIFF CODE: DS RRC TARIFF NO: 18928

DESCRIPTION: Distribution Sales STATUS: A  
 EFFECTIVE DATE: 10/01/2017 ORIGINAL CONTRACT DATE: RECEIVED DATE: 10/24/2017  
 GAS CONSUMED: Y AMENDMENT DATE: OPERATOR NO: 491571  
 BILLS RENDERED: N INACTIVE DATE:

**RATE SCHEDULE**

<u>SCHEDULE ID</u>	<u>DESCRIPTION</u>
RCR Rider	<p>Lone Star Bend relocation cost recovery surcharge (GUD No. 10637)</p> <p>A. Applicability The Relocation Cost Recovery (RCR) rate, as set forth in section (B) below, and pursuant to RCR-ENV shall apply to the following rate schedule for the environs of the Montgomery County System for tariff 18928 (R-Env) and 19036 (R-19036).</p> <p>B. Current RCR Rate Effective Date Meters read on and after June 30, 2017 will be charged \$0.0461 per ccf or \$0.461 per mcf.</p> <p>All applicable fees and taxes will be added to the above rate</p>
Pipe Safety Program	<p>Annual Pipeline Safety Inspection Fee Pursuant to Texas Utilities Code 121.211 of the Commission's Rules and Regulations, the company will pass on the Pipeline Safety Inspection Fee to each service line reported to be in service at the end of the calendar year \$1.00 per service connection effective 41/01/2017</p>
Environs Res	<p>APPLICATION OF SCHEDULE This schedule applies to all RESIDENTIAL customers in the environs of the City of Montgomery receiving gas service through a meter from LDC, LLC and who use gas services for domestic purposes only. 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. Where proposed service to a customer does not exist, additional charges and other arrangements with customer will be required prior to service being provided.</p> <p>Service under this rate schedule shall be furnished in accordance with the Commissions Special Rules of Practice and Procedures and Substantive Rules and the Company's General Rules and Regulations, as such rules may be amended from time to time.</p> <p>GROSS MONTHLY RATE The gross monthly rate for each customer receiving service shall be the sum of:</p> <ol style="list-style-type: none"> <li>1. A minimum monthly customer charge, plus</li> <li>2. A commodity rate per MCF of consumption, plus</li> <li>3. A gas cost adjustment calculated per MCF of consumption, plus</li> </ol>

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4. Authorized taxes and other surcharges

MINIMUM MONTHLY CUSTOMER CHARGE:

The minimum monthly customer charge shall be \$21.00.

MONTHLY COMMODITY RATE:

The price payable by each residential customer for all consumption each month shall be \$8.25 per MCF.

GAS COST ADJUSTMENT:

The customer`s bill shall be adjusted based on the Company`s Gas Cost Adjustment Clause.

TAXES:

The Company shall recover other surcharges as authorized by federal, state, and local regulatory authorities in accordance with applicable statutes, laws, regulations, ordinances, orders, rules, contracts, or agreements as a separate line item on the customer`s bill.

PIPELINE SAFETY AND REGULATORY PROGRAM FEE:

The Company shall recover a one-time annual fee as a surcharge to its existing rates for the Commission`s Pipeline Safety and Regulatory Program Fee in the amount determined by the Commission for each service line reported to be in service at the end each calendar year, pursuant to Texas Utilities Code 121.211 and 16 Texas Admin. Code 8.201.

RATE CASE EXPENSE SURCHARGE:

The Company shall recover approved rate case expenses through a surcharge on each customer`s bill. The surcharge will be collected on a per customer basis on each monthly bill. PAYMENT: All bills shall be delinquent unless payment is received within fifteen (15) days from the date of the bill.

Rt Case Exp Environ

APPLICATION OF SCHEDULE

This schedule is applicable to any customer served under Residential or Commercial rate schedules in the environs of the City of Montgomery served by LDC, LLC, filed on April 13, 2017, GUD No. 10622. This schedule is for the recovery of rate case expenses and shall be in effect beginning on or after (September 19, 2017), for an approximate forty-eight (48) month period or until approved rate case expenses in the amount of \$45,000 are recovered.

MONTHLY RATE CASE EXPENSE RECOVERY FACTOR

The rate payable shall be \$0.95 per customer per month.

RULES AND REGULATIONS

Service under this schedule shall be furnished in accordance with the Company`s

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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 the Company's office located at 620 Longmire Road, Conroe, TX 77304.

COMPLIANCE-

The Company shall file an annual report with the Gas Services Department on or before March 1st of each year showing the beginning balance of the unrecovered rate case expense at January 1st, the amount recovered by customer class by month during the previous calendar year and the ending balance as of December 31st. Upon completion of the recovery, LDC, LLC shall file a final report within 60 days after the last billing cycle recovery from the customer. No interest will accumulate on the outstanding balance. 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

COG-Env

APPLICATION OF SCHEDULE

This schedule is applicable to any customer served under Residential or Commercial rate schedules in the environs of the City of Montgomery served by LDC, LLC. This schedule calculates adjustments to reflect decreases or increases in purchased gas costs. Any such adjustments shall be filed with the appropriate regulatory authority before the beginning of the month in which the adjustment will be applied to bills.

GAS COST ADJUSTMENT

The gross monthly Purchased Gas Adjustment shall be the cost of gas the Company pays its supplier(s) for gas on the system. The cost of gas shall be expressed in a MCF format and rounded to the nearest (\$0.01) by dividing the total amount purchased in dollars, plus all gas related costs and adjustments from the supplier(s) or other third parties, by the volume amount in MCF purchased. The product, or Weighted Average Cost of as (WACOG), shall be called the PGA and billed to the customer per CCF consumed each month. The product is then adjusted for Lost and Unaccounted for Gas (LUG), not to exceed actual to a maximum of five percent (5%). The PGA shall be calculated using actual amounts due and payable to the supplier(s) for the same approximate time period that customers` meters are read. Any adjustment, refund and/or billing correction received by the Company for a prior period shall be included in the following months` PGA calculation. If the Company`s current weighted average cost of gas purchased for resale is not known at the date that customers` bills are prepared, then Company shall calculate its current weighted average cost of gas purchased for resale as follows:

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**RATE SCHEDULE**

<u>SCHEDULE ID</u>	<u>DESCRIPTION</u>
	<p>Step 1. Current Month Estimated Cost of Gas Adjustment:</p> <p>A. Current Month`s Estimated Total Gas Cost</p> <p>B. Current Month`s Estimated Purchase Volume (MCF)</p> <p>C. Current Month`s Estimated Cost of Gas per MCF</p> <p>D. Unaccounted for Gas Factor (LUG)</p> <p>E. Current Month`s Estimated Adjusted Cost of Gas per MCF.</p> <p>Step 2. Correction of Prior Month Estimated Cost of Gas Adjustment:</p> <p>A. Prior Month`s Actual Total Gas Cost</p> <p>B. Prior Month`s Actual Purchase Volume (MCF)</p> <p>C. Prior Month`s Actual Cost of Gas Per MCF</p> <p>D. Unaccounted for Gas Factor (LUG)</p> <p>E. Prior Month`s Actual Adjusted Cost of Gas per MCF</p> <p>F. Prior Month`s Estimated Adjusted Cost of Gas per MCF</p> <p>G. Difference per MCF (E-F)</p> <p>H. Prior Month`s Actual Sales Volume (MCF)</p> <p>I. Total Amount (Over)/ Under Collected (GxH).</p> <p>Step 3. Current Month Cost of Gas Adjustment:</p> <p>A. Current Month`s Estimated Cost of Gas per MCF</p> <p>B. Amount (Over)/Under Collected in Prior Month</p> <p>C. Current Month`s Actual Sales Volume</p> <p>D. Adjustment per MCF (R/S)</p> <p>E. Current Month`s Estimated Cost of Gas per MCF (A+D).</p>

**RATE ADJUSTMENT PROVISIONS**

None

**CUSTOMERS**

<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
37775	N	MCF	\$6.7000	10/01/2017
<u>CUSTOMER NAME</u>	Montgomery- Environs			
37775	N	MCF	\$6.8900	12/01/2017
<u>CUSTOMER NAME</u>	Montgomery- Environs			
37775	N	MCF	\$6.8600	11/01/2017
<u>CUSTOMER NAME</u>	Montgomery- Environs			

**REASONS FOR FILING**

NEW?: N

RRC DOCKET NO: GUD 10622 (SOI), GUD 10637(RCR)

CITY ORDINANCE NO:

AMENDMENT (EXPLAIN):

New Rates per GUD 10622

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01/16/2018

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OTHER(EXPLAIN):

**SERVICES**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>
A	Residential Sales
<u>OTHER TYPE DESCRIPTION</u>	

**PREPARER - PERSON FILING**

RRC NO: 447 ACTIVE FLAG: Y INACTIVE DATE:  
 FIRST NAME: Amy MIDDLE: Lynn LAST NAME: Brown  
 TITLE: Controller  
 ADDRESS LINE 1: 620 Longmire Road  
 ADDRESS LINE 2:  
 CITY: Conroe STATE: TX ZIP: 77304 ZIP4:  
 AREA CODE: 936 PHONE NO: 539-3500 EXTENSION:

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## CURTAILMENT PLAN

<u>PLAN ID</u>	<u>DESCRIPTION</u>
489	<p>RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION GAS UTILITIES DIVISION OIL AND GAS DOCKET GAS UTILITIES DIVISION NO. 20 62,505 DOCKET NO. 489 ORDER RELATING TO THE APPROVAL BY THE COMMISSION OF CURTAILMENT PROGRAMS FOR NATURAL GAS TRANSPORTED AND SOLD WITHIN THE STATE OF TEXAS</p> <p>After due notice the Railroad Commission of Texas on the 30th day of November, 1972, heard testimony and requested written curtailment priorities from representatives of investor owned and municipal gas utilities companies, private industry consumers and others responsible for directing available natural gas supplies to the consumers of natural gas in the State of Texas.</p> <p>WHEREAS, pursuant to the authority granted to the Railroad Commission of Texas in Article 6050 to 6066, inclusive, R.C.S., as amended; and</p> <p>WHEREAS, the Commission has determined the need for a curtailment program to assure effective control of the flow of natural gas to the proper destinations to avoid suffering and hardship of domestic consumers; and WHEREAS, the Commission has determined a need to make natural gas available to all gas consumers on a reasonable but limited basis during times of needed curtailment to the end that the public will be best served; and</p> <p>WHEREAS, the Commission has determined that the transportation delivery and/or sale of natural gas in the State of Texas for any purpose other than human need consumption will be curtailed to whatever extent and for whatever periods the Commission may find necessary for the primary benefit of human needs customers (domestic and commercial consumption) and such small industries as cannot practically be curtailed without curtailing human needs.</p> <p>IT IS THEREFORE, ORDERED BY THE RAILROAD COMMISSION OF TEXAS that the following rules relating to the approval by the Commission of curtailment programs for gas transported and sold within the State of Texas shall apply to all parties responsible for directing available and future natural gas supplies to the consumers of natural gas in the State of Texas.</p> <p>RULE 1. Every natural gas utility, as that term is defined in Article 6050, R.C.S. of Texas, as amended, intrastate operations only, shall file with the Railroad Commission on or before Feb. 12, 1973, its curtailment program. The Commission may approve the program without a hearing; set the matter for a public hearing on its own motion or on the motion of any affected customer of said utility.</p> <p>The curtailment program to be filed shall include, in verified form, the following information:</p> <p>A. Volume of gas reserves attached to its system together with a brief description of each separate source of gas reserves setting forth the following:</p> <ol style="list-style-type: none"> <li>1. the name of the supplier,</li> <li>2. the term of each contract in years, and the years remaining on said contract,</li> <li>3. the volume of recoverable reserve contracted for, and</li> <li>4. rated deliverability of such reserves in MCF.</li> </ol>

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- B. Capacity and location of underground storage, if any, attached to its system with a statement of whether the company's storage balance is above or below its desired level for this time, and, if below, what plans has the company made to restore the balance.
- C. Peak day and average daily deliverability on an annual basis of its wells, gas plants and underground storage attached to its system.
- D. Peak day capacity of its system.
- E. Forecast of additions to reserves for each of the next two succeeding years.
- F. Location and size of the line pipes, compressor stations, operating maximum line pressures, and a map showing delivery points along the system.
- G. Disposition of all gas entering its system, with names of all customers other than residential customers and volumes delivered to each during the past calendar year. Identify those customers using 3,000 MCF gas per day, or more, which are under a service contract, and if such contract includes an Interruptible Service clause, and if so, attach a reproduced copy of the relevant provisions of such contract. H. Steps taken in past years, being taken at the present, and to be taken to alleviate curtailments.

RULE 2.

Until such time as the Commission has specifically approved a utilities curtailment program, the following priorities in descending order shall be observed:

- A. Deliveries for residences, hospitals, schools, churches and other human needs customers.
- B. Deliveries of gas to small industrials and regular commercial loads (defined as those customers using less than 3,000 MCF per day) and delivery of gas for use as pilot lights or in accessory or auxiliary equipment essential to avoid serious damage to industrial plants.
- C. Large users of gas for fuel or as a raw material where an alternate cannot be used and operation and plant production would be curtailed or shut down completely when gas is curtailed.
- D. Large users of gas for boiler fuel or other fuel users where alternate fuels can be used. This category is not to be determined by whether or not a user has actually installed alternate fuel facilities, but whether or not an alternate fuel could be used.
- E. Interruptible sales made subject to interruption or curtailment at Seller's sole discretion under contracts or tariffs which provide in effect for the sale of such gas as Seller may be agreeable to selling and Buyer may be agreeable to buying from time to time.

RULE 3.

Each gas utility that has obtained Commission approval of a curtailment program shall conduct operations in compliance with such program.

So long as any gas utility which has obtained Commission approval of a curtailment program

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continues to curtail deliveries to its customers, except as provided by contract or those customers included in Part E of Rule 2 above, it (a) shall file on or before April 1 of each year, under oath, the information called for in Rule 1, for the preceeding year, and (b) shall not, without Commission approval, make sales of gas to any new customers or increase volumes sold to existing customers, except those new or existing customers defined in Parts A & B of Rule 2 above.

IT IS FURTHER ORDERED that this cause be held open for such other and further orders as may be deemed necessary. ENTERED AT AUSTIN, TEXAS, this 5th day of January, 1973.

**LINE EXTENSION POLICY**

<u>POLICY ID</u>	<u>DESCRIPTION</u>
1231	<p>CUSTOMER LINE EXTENSION POLICY                      FROM GENERAL RULES AND REGULATIONS FOR NATURAL GAS SERVICE (GUD 10622)</p> <p>GAS MAIN EXTENSIONS: Company shall extend its gas mains to provide new or additional service and shall be entitled to make a reasonable charge for such installation as set out in the Schedule of Miscellaneous Service Charges filed with The Railroad Commission of Texas. Gas main extensions shall be made at LDC expense only where the probable expected use of all facilities necessary for such service will provide a reasonable and compensatory return to LDC on the value of such facilities. Otherwise, gas main extensions shall be made only under the following conditions.</p> <p>(1) Individual Residential and Commercial Consumers- upon payment of the fee for gas main extension set out in the Schedule of Miscellaneous Service charges or upon execution of LDC. "Gas Main Extension Contract."</p> <p>(2) Developers of Residential or Business Subdivision- upon execution of LDC's Gas Main Extension Contract or "Predevelopment Gas Main Extension Contract ," or under special circumstances where, in LDC's opinion, such forms are not appropriate, upon execution of a special agreement providing for reimbursement to LDC for cost of the necessary gas main extension.</p> <p>(3) Large Volume Consumers- upon execution of a special agreement providing for reimbursement to LDC for the cost of the necessary gas main extension.</p>

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## QUALITY OF SERVICE

<u>QUAL_SERVICE_ID</u>	<u>DESCRIPTION</u>
1017A	<p>GENERAL RULES AND REGULATIONS FOR NATURAL GAS SERVICE</p> <p>1. DEFINITIONS</p> <p>(a)Consumer, Customer and Applicant are used interchangeably and mean a person or organization utilizing services or who wants to utilize services of LDC, llc.</p> <p>(b)Company means LDC, llc., its successors and assigns.</p> <p>(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 of 14.65 psia at 60 Fahrenheit.</p> <p>(d)Service Line: The pipe and attached fittings which convey gas from Company's mains to the property line of Consumer's premises.</p> <p>(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.</p> <p>(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.</p> <p>(g)Point of Delivery: The point where the gas is measured for delivery into Consumer's piping.</p> <p>2. APPLICATION OF RULES</p> <p>(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.</p> <p>(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.</p> <p>(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 abrogated, modified, or added to, shall become effective when filed with the appropriate regulatory authority.</p> <p>3. CLASSIFICATION FOR RATE AND CONTRACT PURPOSES</p> <p>For purposes of determining rates, Consumers shall be classified as 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 5,000 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 5,000 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 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.</p> <p>4. LIMITATION OF USE</p> <p>All gas delivered through Company's meters is for use only at the Point of Delivery and shall</p>

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not be redelivered or resold to others without Company's written consent.

#### 5. SERVICE CONNECTIONS

(a) Tap Charge: Company may impose a reasonable charge for the connection of a new Consumer to its distribution mains. The tap charge 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 Schedule 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 at separate lots physically divided by other private or public property (including streets, alleys and other public ways) must 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 may install Yard Lines if so requested by Consumer. To the extent permitted by applicable ordinance, Company 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.

(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 main offices.

(e) Gas Main Extensions: Company shall extend its gas mains to provide new or additional service and shall be entitled to make a reasonable charge for such installation as set out in the Schedule of Miscellaneous Service Charges filed with appropriate regulatory authorities. Gas main extensions 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 payment of the fee for gas main extension set out in the Schedule of Miscellaneous Service Charges or upon execution of Company's Gas Main Extension Contract.

(2) Developers of Residential or Business Subdivisions - upon execution of Company's Gas Main Extension Contract or 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 Schedule of Miscellaneous Service Charges filed with the appropriate regulatory authorities.

#### 7. APPLICATION FOR SERVICE

Where no written contract for service is necessary, any application by telephone, in person, or in writing may be made to request initiation of service. Upon request, Consumer shall provide a written application. Upon request, Consumer shall provide information necessary for

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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 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 utility 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 or 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; a 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) 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 agreement 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 thereof at least five working days prior to a stated date of disconnection. Said notice shall be provided in English (and Spanish, if the Company has any Spanish speaking Customers) and shall include:

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- (A) the words Disconnect Notice or similar language prominently displayed;  
 (B) the reason service is to be terminated;(C)what Customer must do to prevent termination;  
 (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 or unauthorized attachments 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 guarantee was made in writing to the Company as a condition precedent to service;  
 (E) failure to pay charges arising from any under billing occurring due to any misapplication of rates more than six months prior to the current billing;

- 1017B Part B (F) failure to pay charges arising from any underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due to other misconduct of the customer; 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.

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(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. The Company must receive both the request and the statement 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 and if requested by the Consumer, all new meter installations 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 Requirement.

(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.

In general, each meter must indicate clearly the units of service for which charge is made to the Customer.

## (d) Test for accuracy.

(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 \$35.00, or such other fee for the testing of meters as may be set forth in the Company's Schedule of Miscellaneous Service Charges

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properly on file with the regulatory authority. The Customer must be 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 waived 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 accepted credit cards, letters of credit reference, the names of credit references which may be quickly and inexpensively contacted by the utility, or proof of ownership of substantial equity.

(b) Re-establishment 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 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 the actual use is at least

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twice the amount of the estimated billings, a new deposit requirement may be calculated and an additional deposit may be required within five 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 same or similar service area (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.

(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 on commercial and large Customer deposits shall be paid at the rate established by ordinance, regulation or rule for gas utility 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) 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 a means whereby a depositor may reclaim the deposit 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.

(f) 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 premises to another within the service area of the Company shall not be deemed a disconnection within the meaning of these rules, and, in the event of such transfer, no additional deposit may be demanded unless permitted by these rules.

(2) When a residential Customer has paid bills for service for twelve consecutive months

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without having service disconnected for nonpayment of bills and without having more than one occasion 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 the 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.

(g) 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 the deposit was made, the amount thereof, and the unpaid interest thereon.

(h) 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 principal office. Consumer shall be obligated to pay for all service which is rendered by the Company (including applicable minimum charges therefore) prior to 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 and as an added precaution, the gas should immediately be shut off at the meter by Consumer. Company shall not be liable for any damage or loss caused by the escape of gas from Consumer's Housepiping or Consumer's appliances.

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

#### 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 adjustment to, or replacements of, Service Lines, meter loop, and any property of the Company located thereon, and for any other purpose connected with the 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, connection 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.

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(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; blockages; 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

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## PART C

## 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 principals 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 a 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 major disruption of service, the Company shall keep a complete record of all interruptions, both emergency and scheduled. This record shall show the cause of such interruptions, date, time duration, location, approximate number of Customers affected, and, in cases of emergency interruptions, the remedy and steps taken to prevent recurrence.

(2) Report to Commission. The Commission shall be notified in writing within forty-eight hours of interruptions in service affecting the entire system or any major division thereof lasting more than four hours. The notice shall also state the cause of such interruptions. If any service interruption is reported to the Commission otherwise (for example, as a curtailment report or safety report), such other report is sufficient to comply with the terms of this paragraph.

## 19. WAIVER OF RULES

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

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## 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 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 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

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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.CURTAILMENT POLICY

The Company adopts and shall adhere to the curtailment program set forth in Rule 2 of Texas Railroad Commission Gas Utilities Division Docket No. 489 as well as all other rules and regulations adopted from time to time by governmental agencies having authority over the operations of Company.

#### 23.CUSTOMER RELATIONS

(a) Information to Customers. The Company shall:

- (1) Maintain a current set of maps showing the physical location of its facilities. All distribution facilities shall be labeled to indicate the size or any pertinent information which will accurately describe the utility's facilities. These maps, or such other maps as may be required by the 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 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 Customer service information. At least once each calendar year, the Company shall notify its Customers that Customer service information is available on request 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. The Company shall make its initial response to the Customer no later than the end of the business day following the date of the complaint. The Company 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

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disposition of the complaint.

(c) Company Response. Upon receipt of the 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. An initial response shall be made not later than the next business day following receipt of the complaint. 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 the 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 percent penalty for late payment on the original amount of the outstanding bill except in cases where the outstanding bill is unusually high as a result of the Company's error (such as an inaccurately estimated bill or an incorrectly read meter). A deferred payment plan shall not include a finance charge.

(5) If a Customer for utility service 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.

EFFECTIVE OCTOBER 01, 2017

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SERVICE CHARGES

<u>RRC CHARGE NO.</u>	<u>CHARGE ID</u>	<u>CHARGE AMOUNT</u>	<u>SERVICE PROVIDED</u>
279689	102017A		1. Institution of New Service \$45.00
279690	102017B		2. Restore service after termination for non-payment or for leak on a customer owned facility 45.00
279691	102017C		3. Restore service after service turned off at customer or customer's agent's request 45.00
279692	102017D		4. Trip Charge 35.00
279693	102017E		5. Rebuild meter installation damaged by someone other than LDC (TWO (2) HOUR MINIMUM + Actual costs of materials, Requiring construction crew 90.00, not requiring construction crew 90.00
279694	102017F		6. Meter Retest on request of customer 35.00
279695	102017G		7. Repair damaged meters and regulators (PLUS Actual cost of materials), Damage to Index 65.00, Damage to Regulator 35.00
279696	102017H		8. Re-Route, Installation and Extension of Service Line and New Mains (PER FOOT PLUS Actual COST OF MATERIALS under normal construction conditions) 8a 1" - 1 1/4" \$4.50, 8b 1" - 1/2" - 2" \$5.25, 8c 3" - 4" \$6.25
279697	102017I		9. Tap Charge 375.00
279698	102017J		10. Meter and Regulator Facility \$485.00, 10a. AL-425 Large Meter Upgrade- Pool/Generator (during initial construction) \$595.00, 10b. AL-425 Large Meter Upgrade- pool/generator (after initial construction) 790.00, Large Commercial Meter (See Manager for Pricing)
279699	102017K		11. Labor for all other service work (during normal business hours 8am - 5pm, Mon-Fri), Two Hour Minimum 90.00/Hour, Each additional 1/2 hour (or part thereof) 45.00, after normal business hours, holidays, Saturdays, Sundays (Two Hour Minimum) 135.00/Hour, After normal business hours each additional 1/2 hour (or part thereof) 67.50
279700	102017L		12. Collection call, missed appointment, re-read (per trip) 35.00
279701	102017M		13. Returned check fee (plus bank fee) 30.00 14. High Volume Excess Flow Valve 225.00

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279702	102017N	
279703	102017O	15. Residential Deposit (refunded with interest to customers who meet the requirements in 16 TEX ADMIN Code Section 7.45 (5)(F)) \$140.00
279704	102017P	16. Small Commercial Deposit \$500.00
279705	102017Q	17. Test and Inspection of Service Line Installed by Others \$695.00

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DESCRIPTION: Distribution Sales STATUS: A  
 EFFECTIVE DATE: 10/01/2017 ORIGINAL CONTRACT DATE: RECEIVED DATE: 10/24/2017  
 GAS CONSUMED: Y AMENDMENT DATE: OPERATOR NO: 491571  
 BILLS RENDERED: N INACTIVE DATE:

**RATE SCHEDULE**

<u>SCHEDULE ID</u>	<u>DESCRIPTION</u>
<b>RCR Rider</b>	<p>Lone Star Bend relocation cost recovery surcharge (GUD No. 10637)</p> <p>A. Applicability                      The Relocation Cost Recovery (RCR) rate, as set forth in section (B) below, and pursuant to RCR-ENV shall apply to the following rate schedule for the environs of the Montgomery County System for tariff 18928 (R-Env) and 19036 (R-19036).</p> <p>B. Current RCR Rate                      Effective Date                      Meters read on and after June 30, 2017 will be charged \$0.0461 per ccf or \$0.461 per mcf.</p> <p>All applicable fees and taxes will be added to the above rate</p>
<b>Pipe Safety Program</b>	<p>Annual Pipeline Safety Inspection Fee                      Pursuant to Texas Utilities Code 121.211 of the Commission's Rules and Regulations, the company will pass on the Pipeline Safety Inspection Fee to each service line reported to be in service at the end of the calendar year \$1.00 per service connection effective 41/01/2017</p>
<b>Environs Comm</b>	<p>APPLICATION OF SCHEDULE</p> <p>This schedule applies to all COMMERCIAL customers in the environs of the City of Montgomery receiving gas service through a meter from LDC, LLC., and 1) who do not use gas for domestic purposes and 2) who do not use gas for industrial purposes. 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. Where proposed service to a customer does not exist, additional charges and other arrangements with customer will be required prior to service being provided.</p> <p>Service under this rate schedule shall be furnished in accordance with the Commissions Special Rules of Practice and Procedures and Substantive Rules and the Company's General Rules and Regulations, as such rules may be amended from time to time.</p> <p>GROSS MONTHLY RATE</p> <p>The gross monthly rate for each customer receiving service shall be the sum of:</p> <ol style="list-style-type: none"> <li>1. A minimum monthly customer charge, plus</li> <li>2. A commodity rate per MCF of consumption, plus</li> </ol>

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**RATE SCHEDULE**

SCHEDULE ID

DESCRIPTION

- 3. a gas cost adjustment calculated per MCF of consumption, plus
- 4. authorized taxes and other surcharges

MINIMUM MONTHLY CUSTOMER CHARGE:

The minimum monthly customer charge shall be \$21.00.

MONTHLY COMMODITY RATE:

The price payable by each residential customer for all consumption each month shall be \$6.25 per MCF.

GAS COST ADJUSTMENT:

The customer's bill shall be adjusted based on the Company's Gas Cost Adjustment Clause.

TAXES:

The Company shall recover other surcharges as authorized by federal, state, and local regulatory authorities in accordance with applicable statutes, laws, regulations, ordinances, orders, rules, contracts, or agreements as a separate line item on the customer's bill.

PIPELINE SAFETY AND REGULATORY PROGRAM FEE:

The Company shall recover a one-time annual fee as a surcharge to its existing rates for the Commission's Pipeline Safety and Regulatory Program Fee in the amount determined by the Commission for each service line reported to be in service at the end each calendar year, pursuant to Texas Utilities Code §121.211 and 16 Texas Admin. Code §8.201.

RATE CASE EXPENSE SURCHARGE:

The Company shall recover approved rate case expenses through a surcharge on each customer's bill. The surcharge will be collected on a per customer basis on each monthly bill.

PAYMENT:

All bills shall be delinquent unless payment is received within fifteen (15) days from the date of the bill.

COG-Env

APPLICATION OF SCHEDULE

This schedule is applicable to any customer served under Residential or Commercial rate schedules in the environs of the City of Montgomery served by LDC, LLC. This schedule calculates adjustments to reflect decreases or increases in purchased gas costs. Any such adjustments shall be filed with the appropriate regulatory authority before the beginning of the month in which the adjustment will be applied to bills.

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**RATE SCHEDULE**

SCHEDULE ID

DESCRIPTION

GAS COST ADJUSTMENT

The gross monthly Purchased Gas Adjustment shall be the cost of gas the Company pays its supplier(s) for gas on the system. The cost of gas shall be expressed in a MCF format and rounded to the nearest (\$0.01) by dividing the total amount purchased in dollars, plus all gas related costs and adjustments from the supplier(s) or other third parties, by the volume amount in MCF purchased. The product, or Weighted Average Cost of as (WACOG), shall be called the PGA and billed to the customer per CCF consumed each month. The product is then adjusted for Lost and Unaccounted for Gas (LUG), not to exceed actual to a maximum of five percent (5%). The PGA shall be calculated using actual amounts due and payable to the supplier(s) for the same approximate time period that customers` meters are read. Any adjustment, refund and/or billing correction received by the Company for a prior period shall be included in the following months` PGA calculation. If the Company`s current weighted average cost of gas purchased for resale is not known at the date that customers` bills are prepared, then Company shall calculate its current weighted average cost of gas purchased for resale as follows:

Step 1. Current Month Estimated Cost of Gas Adjustment:

- A. Current Month`s Estimated Total Gas Cost
- B. Current Month`s Estimated Purchase Volume (MCF)
- C. Current Month`s Estimated Cost of Gas per MCF
- D. Unaccounted for Gas Factor (LUG)
- E. Current Month`s Estimated Adjusted Cost of Gas per MCF.

Step 2. Correction of Prior Month Estimated Cost of Gas Adjustment:

- A. Prior Month`s Actual Total Gas Cost
- B. Prior Month`s Actual Purchase Volume (MCF)
- C. Prior Month`s Actual Cost of Gas Per MCF
- D. Unaccounted for Gas Factor (LUG)
- E. Prior Month`s Actual Adjusted Cost of Gas per MCF
- F. Prior Month`s Estimated Adjusted Cost of Gas per MCF
- G. Difference per MCF (E-F)
- H. Prior Month`s Actual Sales Volume (MCF)
- I. Total Amount (Over)/ Under Collected (GxH).

Step 3. Current Month Cost of Gas Adjustment:

- A. Current Month`s Estimated Cost of Gas per MCF
- B. Amount (Over)/Under Collected in Prior Month
- C. Current Month`s Actual Sales Volume
- D. Adjustment per MCF (R/S)
- E. Current Month`s Estimated Cost of Gas per MCF (A+D).

**Rt Case Exp Environ**

APPLICATION OF SCHEDULE

This schedule is applicable to any customer served under Residential or Commercial rate schedules in the environs of the City of Montgomery served by LDC, LLC, filed on April 13, 2017, GUD No. 10622. This schedule is for the recovery of rate case expenses and shall be in effect beginning on or after (September 19, 2017), for an

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**RATE SCHEDULE**

SCHEDULE ID

DESCRIPTION

approximate forty-eight (48) month period or until approved rate case expenses in the amount of \$45,000 are recovered.

MONTHLY RATE CASE EXPENSE RECOVERY FACTOR

The rate payable shall be \$0.95 per customer per month.

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 the Company's office located at 620 Longmire Road, Conroe, TX 77304.

COMPLIANCE-

The Company shall file an annual report with the Gas Services Department on or before March 1st of each year showing the beginning balance of the unrecovered rate case expense at January 1st, the amount recovered by customer class by month during the previous calendar year and the ending balance as of December 31st. Upon completion of the recovery, LDC, LLC shall file a final report within 60 days after the last billing cycle recovery from the customer. No interest will accumulate on the outstanding balance. 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

**RATE ADJUSTMENT PROVISIONS**

None

**CUSTOMERS**

<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
37775	N	MCF	\$6.7000	10/01/2017
<u>CUSTOMER NAME</u>	Montgomery- Environs			
37775	N	MCF	\$6.8900	12/01/2017
<u>CUSTOMER NAME</u>	Montgomery- Environs			
37775	N	MCF	\$6.8600	11/01/2017
<u>CUSTOMER NAME</u>	Montgomery- Environs			

**REASONS FOR FILING**

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**NEW?: N**

**RRC DOCKET NO: GUD 10622 (SOI), GUD 10637(RCR)**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):**

**OTHER(EXPLAIN): New Rates per GUD 10622**

**SERVICES**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>
B	Commercial Sales
<u>OTHER TYPE DESCRIPTION</u>	

**PREPARER - PERSON FILING**

**RRC NO: 447 ACTIVE FLAG: Y INACTIVE DATE:**  
**FIRST NAME: Amy MIDDLE: Lynn LAST NAME: Brown**  
**TITLE: Controller**  
**ADDRESS LINE 1: 620 Longmire Road**  
**ADDRESS LINE 2:**  
**CITY: Conroe STATE: TX ZIP: 77304 ZIP4:**  
**AREA CODE: 936 PHONE NO: 539-3500 EXTENSION:**

## GAS SERVICES DIVISION

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## CURTAILMENT PLAN

<u>PLAN ID</u>	<u>DESCRIPTION</u>
489	<p>RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION GAS UTILITIES DIVISION OIL AND GAS DOCKET GAS UTILITIES DIVISION NO. 20 62,505 DOCKET NO. 489 ORDER RELATING TO THE APPROVAL BY THE COMMISSION OF CURTAILMENT PROGRAMS FOR NATURAL GAS TRANSPORTED AND SOLD WITHIN THE STATE OF TEXAS</p> <p>After due notice the Railroad Commission of Texas on the 30th day of November, 1972, heard testimony and requested written curtailment priorities from representatives of investor owned and municipal gas utilities companies, private industry consumers and others responsible for directing available natural gas supplies to the consumers of natural gas in the State of Texas.</p> <p>WHEREAS, pursuant to the authority granted to the Railroad Commission of Texas in Article 6050 to 6066, inclusive, R.C.S., as amended; and</p> <p>WHEREAS, the Commission has determined the need for a curtailment program to assure effective control of the flow of natural gas to the proper destinations to avoid suffering and hardship of domestic consumers; and WHEREAS, the Commission has determined a need to make natural gas available to all gas consumers on a reasonable but limited basis during times of needed curtailment to the end that the public will be best served; and</p> <p>WHEREAS, the Commission has determined that the transportation delivery and/or sale of natural gas in the State of Texas for any purpose other than human need consumption will be curtailed to whatever extent and for whatever periods the Commission may find necessary for the primary benefit of human needs customers (domestic and commercial consumption) and such small industries as cannot practically be curtailed without curtailing human needs.</p> <p>IT IS THEREFORE, ORDERED BY THE RAILROAD COMMISSION OF TEXAS that the following rules relating to the approval by the Commission of curtailment programs for gas transported and sold within the State of Texas shall apply to all parties responsible for directing available and future natural gas supplies to the consumers of natural gas in the State of Texas.</p> <p>RULE 1. Every natural gas utility, as that term is defined in Article 6050, R.C.S. of Texas, as amended, intrastate operations only, shall file with the Railroad Commission on or before Feb. 12, 1973, its curtailment program. The Commission may approve the program without a hearing; set the matter for a public hearing on its own motion or on the motion of any affected customer of said utility.</p> <p>The curtailment program to be filed shall include, in verified form, the following information:</p> <p>A. Volume of gas reserves attached to its system together with a brief description of each separate source of gas reserves setting forth the following:</p> <ol style="list-style-type: none"> <li>1. the name of the supplier,</li> <li>2. the term of each contract in years, and the years remaining on said contract,</li> <li>3. the volume of recoverable reserve contracted for, and</li> <li>4. rated deliverability of such reserves in MCF.</li> </ol>

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- B. Capacity and location of underground storage, if any, attached to its system with a statement of whether the company's storage balance is above or below its desired level for this time, and, if below, what plans has the company made to restore the balance.
- C. Peak day and average daily deliverability on an annual basis of its wells, gas plants and underground storage attached to its system.
- D. Peak day capacity of its system.
- E. Forecast of additions to reserves for each of the next two succeeding years.
- F. Location and size of the line pipes, compressor stations, operating maximum line pressures, and a map showing delivery points along the system.
- G. Disposition of all gas entering its system, with names of all customers other than residential customers and volumes delivered to each during the past calendar year. Identify those customers using 3,000 MCF gas per day, or more, which are under a service contract, and if such contract includes an Interruptible Service clause, and if so, attach a reproduced copy of the relevant provisions of such contract. H. Steps taken in past years, being taken at the present, and to be taken to alleviate curtailments.

RULE 2.

Until such time as the Commission has specifically approved a utilities curtailment program, the following priorities in descending order shall be observed:

- A. Deliveries for residences, hospitals, schools, churches and other human needs customers.
- B. Deliveries of gas to small industrials and regular commercial loads (defined as those customers using less than 3,000 MCF per day) and delivery of gas for use as pilot lights or in accessory or auxiliary equipment essential to avoid serious damage to industrial plants.
- C. Large users of gas for fuel or as a raw material where an alternate cannot be used and operation and plant production would be curtailed or shut down completely when gas is curtailed.
- D. Large users of gas for boiler fuel or other fuel users where alternate fuels can be used. This category is not to be determined by whether or not a user has actually installed alternate fuel facilities, but whether or not an alternate fuel could be used.
- E. Interruptible sales made subject to interruption or curtailment at Seller's sole discretion under contracts or tariffs which provide in effect for the sale of such gas as Seller may be agreeable to selling and Buyer may be agreeable to buying from time to time.

RULE 3.

Each gas utility that has obtained Commission approval of a curtailment program shall conduct operations in compliance with such program.

So long as any gas utility which has obtained Commission approval of a curtailment program

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continues to curtail deliveries to its customers, except as provided by contract or those customers included in Part E of Rule 2 above, it (a) shall file on or before April 1 of each year, under oath, the information called for in Rule 1, for the preceeding year, and (b) shall not, without Commission approval, make sales of gas to any new customers or increase volumes sold to existing customers, except those new or existing customers defined in Parts A & B of Rule 2 above.

IT IS FURTHER ORDERED that this cause be held open for such other and further orders as may be deemed necessary. ENTERED AT AUSTIN, TEXAS, this 5th day of January, 1973.

**LINE EXTENSION POLICY**

<u>POLICY ID</u>	<u>DESCRIPTION</u>
1231	<p>CUSTOMER LINE EXTENSION POLICY                      FROM GENERAL RULES AND REGULATIONS FOR NATURAL GAS SERVICE (GUD 10622)</p> <p>GAS MAIN EXTENSIONS: Company shall extend its gas mains to provide new or additional service and shall be entitled to make a reasonable charge for such installation as set out in the Schedule of Miscellaneous Service Charges filed with The Railroad Commission of Texas. Gas main extensions shall be made at LDC expense only where the probable expected use of all facilities necessary for such service will provide a reasonable and compensatory return to LDC on the value of such facilities. Otherwise, gas main extensions shall be made only under the following conditions.</p> <p>(1) Individual Residential and Commercial Consumers- upon payment of the fee for gas main extension set out in the Schedule of Miscellaneous Service charges or upon execution of LDC. "Gas Main Extension Contract."</p> <p>(2) Developers of Residential or Business Subdivision- upon execution of LDC's Gas Main Extension Contract or "Predevelopment Gas Main Extension Contract ," or under special circumstances where, in LDC's opinion, such forms are not appropriate, upon execution of a special agreement providing for reimbursement to LDC for cost of the necessary gas main extension.</p> <p>(3) Large Volume Consumers- upon execution of a special agreement providing for reimbursement to LDC for the cost of the necessary gas main extension.</p>

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## QUALITY OF SERVICE

<u>QUAL_SERVICE_ID</u>	<u>DESCRIPTION</u>
1017B	<p>Part B (F) failure to pay charges arising from any underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due to other misconduct of the customer; and</p> <p>(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.</p> <p>(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.</p> <p>(7) The Company shall not abandon a Customer without written approval from the regulatory authority.</p> <p>(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. The Company must receive both the request and the statement 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.</p> <p>9. LOCATION OF METERS</p> <p>Wherever practical and if requested by the Consumer, all new meter installations 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.</p> <p>10. METER TESTS AND BILL ADJUSTMENTS WITH RESPECT TO METER ACCURACY</p> <p>(a) Meter Requirement.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(b) Meter Records. The Company shall keep the following records:</p> <p>(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.</p> <p>(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.</p>

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(c) Meter readings.

In general, each meter must indicate clearly the units of service for which charge is made to the Customer.

(d) Test for accuracy.

(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 \$35.00, or such other fee for the testing of meters as may be set forth in the Company's Schedule of Miscellaneous Service Charges properly on file with the regulatory authority. The Customer must be 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 waived 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

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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 accepted credit cards, letters of credit reference, the names of credit references which may be quickly and inexpensively contacted by the utility, or proof of ownership of substantial equity.

(b) Re-establishment 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 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 the 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 five 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 same or similar service area (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.

(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 on commercial and large Customer deposits shall be paid at the rate established by ordinance, regulation or rule for gas utility 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) 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

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received and shall provide a means whereby a depositor may reclaim the deposit 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.

(f) 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 premises to another within the service area of the Company shall not be deemed a disconnection within the meaning of these rules, and, in the event of such transfer, no additional deposit may be demanded unless permitted by these rules.

(2) When a residential Customer has paid bills for service for twelve consecutive months without having service disconnected for nonpayment of bills and without having more than one occasion 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 the 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.

(g) 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 the deposit was made, the amount thereof, and the unpaid interest thereon.

(h) 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 principal office. Consumer shall be obligated to pay for all service which is rendered by the Company (including applicable minimum charges therefore) prior to 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 and as an added precaution, the gas should immediately be shut off at the meter by Consumer. Company shall not be liable for any damage or loss caused by the escape of gas from Consumer's Housepiping or Consumer's appliances.

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

#### 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

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necessary repairs and adjustment to, or replacements of, Service Lines, meter loop, and any property of the Company located thereon, and for any other purpose connected with the 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, connection 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; blockages; 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

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## PART C

## 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 principals 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 a 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 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

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duration, location, approximate number of Customers affected, and, in cases of emergency interruptions, the remedy and steps taken to prevent recurrence.

(2) Report to Commission. The Commission shall be notified in writing within forty-eight hours of interruptions in service affecting the entire system or any major division thereof lasting more than four hours. The notice shall also state the cause of such interruptions. If any service interruption is reported to the Commission otherwise (for example, as a curtailment report or safety report), such other report is sufficient to comply with the terms of this paragraph.

#### 19. WAIVER OF RULES

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

#### 20. BILLING

(a) Bills for gas service shall be rendered monthly, unless otherwise authorized or unless service is rendered for a period less than a month. Bills shall be rendered as promptly as possible following the reading of meters.

(b) The Customer's bill must show all the following information:

(1) If the meter is read by the Company, the date and reading of the meter at the beginning and end of the period for which rendered;

(2) The number and kind of units billed;

(3) The applicable rate schedule, title or code;

(4) The total base bill;

(5) The total of any adjustments to the base bill and the amount of adjustments per billing unit;

(6) The date by which the Customer must pay the bill in order to avoid penalty;

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

(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

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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 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 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. CURTAILMENT POLICY

The Company adopts and shall adhere to the curtailment program set forth in Rule 2 of Texas Railroad Commission Gas Utilities Division Docket No. 489 as well as all other rules and regulations adopted from time to time by governmental agencies having authority over the operations of Company.

## 23. CUSTOMER RELATIONS

(a) Information to Customers. The Company shall:

- (1) Maintain a current set of maps showing the physical location of its facilities. All distribution facilities shall be labeled to indicate the size or any pertinent information which will accurately describe the utility's facilities. These maps, or such other maps as may be required by the 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 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;

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- (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 Customer service information. At least once each calendar year, the Company shall notify its Customers that Customer service information is available on request 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. The Company shall make its initial response to the Customer no later than the end of the business day following the date of the complaint. The Company 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.
- (c) Company Response. Upon receipt of the 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. An initial response shall be made not later than the next business day following receipt of the complaint. 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 the 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 percent penalty for late payment on the original amount of the outstanding bill except in cases where the outstanding bill is unusually high as a result of the Company's error (such as an inaccurately estimated bill or an incorrectly read meter). A deferred payment plan shall not include a finance charge.
- (5) If a Customer for utility service 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.
- EFFECTIVE OCTOBER 01, 2017

1017A

GENERAL RULES AND REGULATIONS FOR NATURAL GAS SERVICE

1. DEFINITIONS

## GAS SERVICES DIVISION

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(a)Consumer, Customer and Applicant are used interchangeably and mean a person or organization utilizing services or who wants to utilize services of LDC, llc.

(b)Company means LDC, llc., 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 of 14.65 psia at 60 Fahrenheit.

(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 piping.

#### 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 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 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 5,000 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 5,000 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 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

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(a) Tap Charge: Company may impose a reasonable charge for the connection of a new Consumer to its distribution mains. The tap charge 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 Schedule 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 at separate lots physically divided by other private or public property (including streets, alleys and other public ways) must 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 may install Yard Lines if so requested by Consumer. To the extent permitted by applicable ordinance, Company 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.

(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 main offices.

(e) Gas Main Extensions: Company shall extend its gas mains to provide new or additional service and shall be entitled to make a reasonable charge for such installation as set out in the Schedule of Miscellaneous Service Charges filed with appropriate regulatory authorities. Gas main extensions 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 payment of the fee for gas main extension set out in the Schedule of Miscellaneous Service Charges or upon execution of Company's Gas Main Extension Contract.

(2) Developers of Residential or Business Subdivisions - upon execution of Company's Gas Main Extension Contract or 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 Schedule of Miscellaneous Service Charges filed with the appropriate regulatory authorities.

**7. APPLICATION FOR SERVICE**

Where no written contract for service is necessary, any application by telephone, in person, or in writing may be made to request initiation of service. Upon request, Consumer shall provide a written application. Upon request, Consumer shall provide information necessary for purposes of rate classification, billing, and determining whether a deposit will be required.

**8. REFUSAL TO INSTITUTE SERVICE AND TERMINATION OF SERVICE**

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## (a) Refusal of Service

(1) Compliance by Applicant. The Company may decline to serve an Applicant 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 utility 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 or 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; a 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) 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 agreement 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 thereof at least five working days prior to a stated date of disconnection. Said notice shall be provided in English (and Spanish, if the Company has any Spanish speaking Customers) 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;

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(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 or unauthorized attachments 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 guarantee was made in writing to the Company as a condition precedent to service;

(E) failure to pay charges arising from any under billing occurring due to any misapplication of rates more than six months prior to the current billing;

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## SERVICE CHARGES

<u>RRC CHARGE NO.</u>	<u>CHARGE ID</u>	<u>CHARGE AMOUNT</u>	<u>SERVICE PROVIDED</u>
279707	102017A		1. Institution of New Service \$45.00
279708	102017B		2. Restore service after termination for non-payment or for leak on a customer owned facility 45.00
279709	102017C		3. Restore service after service turned off at customer or customer's agent's request 45.00
279710	102017D		4. Trip Charge 35.00
279711	102017E		5. Rebuild meter installation damaged by someone other than LDC (TWO (2) HOUR MINIMUM + Actual costs of materials, Requiring construction crew 90.00, not requiring construction crew 90.00
279712	102017F		6. Meter Retest on request of customer 35.00
279713	102017G		7. Repair damaged meters and regulators (PLUS Actual cost of materials), Damage to Index 65.00, Damage to Regulator 35.00
279714	102017H		8. Re-Route, Installation and Extension of Service Line and New Mains (PER FOOT PLUS Actual COST OF MATERIALS under normal construction conditions) 8a 1" - 1 1/4" \$4.50, 8b 1" - 1/2" - 2" \$5.25, 8c 3" - 4" \$6.25
279715	102017I		9. Tap Charge 375.00
279716	102017J		10. Meter and Regulator Facility \$485.00, 10a. AL-425 Large Meter Upgrade- Pool/Generator (during initial construction) \$595.00, 10b. AL-425 Large Meter Upgrade- pool/generator (after initial construction) 790.00, Large Commercial Meter (See Manager for Pricing)
279717	102017K		11. Labor for all other service work (during normal business hours 8am - 5pm, Mon-Fri), Two Hour Minimum 90.00/Hour, Each additional 1/2 hour (or part thereof) 45.00, after normal business hours, holidays, Saturdays, Sundays (Two Hour Minimum) 135.00/Hour, After normal business hours each additional 1/2 hour (or part thereof) 67.50
279718	102017L		12. Collection call, missed appointment, re-read (per trip) 35.00
279719	102017M		13. Returned check fee (plus bank fee) 30.00 14. High Volume Excess Flow Valve 225.00

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279720	102017N	
279721	102017O	15. Residential Deposit (refunded with interest to customers who meet the requirements in 16 TEX ADMIN Code Section 7.45 (5)(F)) \$140.00
279722	102017P	16. Small Commercial Deposit \$500.00
279723	102017Q	17. Test and Inspection of Service Line Installed by Others \$695.00

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DESCRIPTION: Distribution Sales STATUS: A  
 EFFECTIVE DATE: 10/01/2017 ORIGINAL CONTRACT DATE: RECEIVED DATE: 10/24/2017  
 GAS CONSUMED: Y AMENDMENT DATE: OPERATOR NO: 491571  
 BILLS RENDERED: N INACTIVE DATE:

**RATE SCHEDULE**

SCHEDULE ID                      DESCRIPTION  
 City Mont Com Incorp

APPLICATION OF SCHEDULE  
 This schedule applies to all COMMERCIAL customers within the incorporated areas of the City of Montgomery receiving gas service through a meter from LDC, LLC., and 1) who do not use gas for domestic purposes and 2) who do not use gas for industrial purposes. 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. Where proposed service to a customer does not exist, additional charges and other arrangements with customer will be required prior to service being provided.

Service under this rate schedule shall be furnished in accordance with the Commissions Special Rules of Practice and Procedures and Substantive Rules and the Company's General Rules and Regulations, as such rules may be amended from time to time.

GROSS MONTHLY RATE-  
 The gross monthly rate for each customer receiving service shall be the sum of:

1. A minimum monthly customer charge, plus
2. A commodity rate per MCF of consumption, plus
3. A gas cost adjustment calculated per MCF of consumption, plus
4. Authorized taxes and other surcharges

MINIMUM MONTHLY CUSTOMER CHARGE:  
 The minimum monthly customer charge shall be \$21.00.

MONTHLY COMMODITY RATE:  
 The price payable by each commercial customer for all consumption each month shall be \$6.25 per MCF.

GAS COST ADJUSTMENT:  
 The customer's bill shall be adjusted based on the Company's Gas Cost Adjustment Clause.

TAXES:  
 The Company shall recover other surcharges as authorized by federal, state, and local regulatory authorities in accordance with applicable statutes, laws, regulations, ordinances, orders, rules, contracts, or agreements as a separate line item on the customer's bill.

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**RATE SCHEDULE**

SCHEDULE ID

DESCRIPTION

PIPELINE SAFETY AND REGULATORY PROGRAM FEE:

The Company shall recover a one-time annual fee as a surcharge to its existing rates for the Commission's Pipeline Safety and Regulatory Program Fee in the amount determined by the Commission for each service line reported to be in service at the end each calendar year, pursuant to Texas Utilities Code 121.211 and 16 Texas Admin. Code 8.201.

RATE CASE EXPENSE SURCHARGE:

The Company shall recover approved rate case expenses through a surcharge on each customer's bill. The surcharge will be collected on a per customer basis on each monthly bill.

PAYMENT:

All bills shall be delinquent unless payment is received within fifteen (15) days from the date of the bill.

COG-Inc

APPLICATION OF SCHEDULE

This schedule is applicable to any customer served under Residential or Commercial rate schedules in the incorporated areas of the City of Montgomery served by LDC, LLC. This schedule calculates adjustments to reflect decreases or increases in purchased gas costs. Any such adjustments shall be filed with the appropriate regulatory authority before the beginning of the month in which the adjustment will be applied to bills.

GAS COST ADJUSTMENT- The gross monthly Purchased Gas Adjustment shall be the cost of gas the Company pays its supplier(s) for gas on the system. The cost of gas shall be expressed in a MCF format and rounded to the nearest (\$0.01) by dividing the total amount purchased in dollars, plus all gas related costs and adjustments from the supplier(s) or other third parties, by the volume amount in MCF purchased. The product, or Weighted Average Cost of as (WACOG), shall be called the PGA and billed to the customer per CCF consumed each month. The product is then adjusted for Lost and Unaccounted for Gas (LUG), not to exceed actual to a maximum of five percent (5%). The PGA shall be calculated using actual amounts due and payable to the supplier(s) for the same approximate time period that customers' meters are read. Any adjustment, refund and/or billing correction received by the Company for a prior period shall be included in the following months' PGA calculation. If the Company's current weighted average cost of gas purchased for resale is not known at the date that customers' bills are prepared, then Company shall calculate its current weighted average cost of gas purchased for resale as follows:

Step 1. Current Month Estimated Cost of Gas Adjustment:

- A. Current Month's Estimated Total Gas Cost
- B. Current Month's Estimated Purchase Volume (MCF)
- C. Current Month's Estimated Cost of Gas per MCF
- D. Unaccounted for Gas Factor (LUG)
- E. Current Month's Estimated Adjusted Cost of Gas per MCF.

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**RATE SCHEDULE**

SCHEDULE ID

DESCRIPTION

Step 2. Correction of Prior Month Estimated Cost of Gas Adjustment:

- A. Prior Month`s Actual Total Gas Cost
- B. Prior Month`s Actual Purchase Volume (MCF)
- C. Prior Month`s Actual Cost of Gas Per MCF
- D. Unaccounted for Gas Factor (LUG)
- E. Prior Month`s Actual Adjusted Cost of Gas per MCF
- F. Prior Month`s Estimated Adjusted Cost of Gas per MCF
- G. Difference per MCF (E-F)
- H. Prior Month`s Actual Sales Volume (MCF)
- I. Total Amount (Over)/ Under Collected (GxH).

Step 3. Current Month Cost of Gas Adjustment:

- A. Current Month`s Estimated Cost of Gas per MCF
- B. Amount (Over)/Under Collected in Prior Month
- C. Current Month`s Actual Sales Volume

**Rt Case Exp Environ**

APPLICATION OF SCHEDULE

This schedule is applicable to any customer served under Residential or Commercial rate schedules in the environs of the City of Montgomery served by LDC, LLC, filed on April 13, 2017, GUD No. 10622. This schedule is for the recovery of rate case expenses and shall be in effect beginning on or after (September 19, 2017), for an approximate forty-eight (48) month period or until approved rate case expenses in the amount of \$45,000 are recovered.

MONTHLY RATE CASE EXPENSE RECOVERY FACTOR

The rate payable shall be \$0.95 per customer per month.

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 the Company's office located at 620 Longmire Road, Conroe, TX 77304.

COMPLIANCE-

The Company shall file an annual report with the Gas Services Department on or before March 1st of each year showing the beginning balance of the unrecovered rate case expense at January 1st, the amount recovered by customer class by month during the previous calendar year and the ending balance as of December 31st. Upon completion of the recovery, LDC, LLC shall file a final report within 60 days after the last billing cycle recovery from the customer. No interest will accumulate on the outstanding balance. Reports for the Commission should be filed electronically at

GUD\_Compliance@rrc.texas.gov or at the following address:

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**RATE SCHEDULE**

<u>SCHEDULE ID</u>	<u>DESCRIPTION</u>
	Compliance Filings Oversight and Safety Division Gas Services Department Railroad Commission of Texas P.O. Box 12967 Austin, Texas 78711-2967
	<b>Pipe Safety Program</b>
	Annual Pipeline Safety Inspection Fee Pursuant to Texas Utilities Code 121.211 of the Commission's Rules and Regulations, the company will pass on the Pipeline Safety Inspection Fee to each service line reported to be in service at the end of the calendar year \$1.00 per service connection effective 41/01/2017

**RATE ADJUSTMENT PROVISIONS**

None

**CUSTOMERS**

<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
37774	N	MCF	\$6.8600	11/01/2017
<u>CUSTOMER NAME</u>	City of Montgomery- Incorporated			
37774	N	MCF	\$6.8900	12/01/2017
<u>CUSTOMER NAME</u>	City of Montgomery- Incorporated			
37774	N	MCF	\$6.7000	10/01/2017
<u>CUSTOMER NAME</u>	City of Montgomery- Incorporated			

**REASONS FOR FILING**

**NEW?:** N

**RRC DOCKET NO:** GUD 10622 (SOI)

**CITY ORDINANCE NO:** Settlement Agreement

**AMENDMENT (EXPLAIN):**

**OTHER (EXPLAIN):** New Rates per GUD 10622

**SERVICES**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>
B	Commercial Sales
<u>OTHER TYPE DESCRIPTION</u>	

RAILROAD COMMISSION OF TEXAS  
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01/16/2018

**RRC COID: 7066 COMPANY NAME: LDC, LLC****TARIFF CODE: DS RRC TARIFF NO: 19121****PREPARER - PERSON FILING****RRC NO: 447****ACTIVE FLAG: Y****INACTIVE DATE:****FIRST NAME: Amy****MIDDLE: Lynn****LAST NAME: Brown****TITLE: Controller****ADDRESS LINE 1: 620 Longmire Road****ADDRESS LINE 2:****CITY: Conroe****STATE: TX****ZIP: 77304 ZIP4:****AREA CODE: 936****PHONE NO: 539-3500****EXTENSION:**

RAILROAD COMMISSION OF TEXAS  
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**CURTAILMENT PLAN**

<u>PLAN ID</u>	<u>DESCRIPTION</u>
489	<p>RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION GAS UTILITIES DIVISION OIL AND GAS DOCKET GAS UTILITIES DIVISION NO. 20 62,505 DOCKET NO. 489 ORDER RELATING TO THE APPROVAL BY THE COMMISSION OF CURTAILMENT PROGRAMS FOR NATURAL GAS TRANSPORTED AND SOLD WITHIN THE STATE OF TEXAS</p> <p>After due notice the Railroad Commission of Texas on the 30th day of November, 1972, heard testimony and requested written curtailment priorities from representatives of investor owned and municipal gas utilities companies, private industry consumers and others responsible for directing available natural gas supplies to the consumers of natural gas in the State of Texas.</p> <p>WHEREAS, pursuant to the authority granted to the Railroad Commission of Texas in Article 6050 to 6066, inclusive, R.C.S., as amended; and</p> <p>WHEREAS, the Commission has determined the need for a curtailment program to assure effective control of the flow of natural gas to the proper destinations to avoid suffering and hardship of domestic consumers; and WHEREAS, the Commission has determined a need to make natural gas available to all gas consumers on a reasonable but limited basis during times of needed curtailment to the end that the public will be best served; and</p> <p>WHEREAS, the Commission has determined that the transportation delivery and/or sale of natural gas in the State of Texas for any purpose other than human need consumption will be curtailed to whatever extent and for whatever periods the Commission may find necessary for the primary benefit of human needs customers (domestic and commercial consumption) and such small industries as cannot practically be curtailed without curtailing human needs.</p> <p>IT IS THEREFORE, ORDERED BY THE RAILROAD COMMISSION OF TEXAS that the following rules relating to the approval by the Commission of curtailment programs for gas transported and sold within the State of Texas shall apply to all parties responsible for directing available and future natural gas supplies to the consumers of natural gas in the State of Texas.</p> <p>RULE 1. Every natural gas utility, as that term is defined in Article 6050, R.C.S. of Texas, as amended, intrastate operations only, shall file with the Railroad Commission on or before Feb. 12, 1973, its curtailment program. The Commission may approve the program without a hearing; set the matter for a public hearing on its own motion or on the motion of any affected customer of said utility.</p> <p>The curtailment program to be filed shall include, in verified form, the following information:</p> <p>A. Volume of gas reserves attached to its system together with a brief description of each separate source of gas reserves setting forth the following:</p> <ol style="list-style-type: none"> <li>1. the name of the supplier,</li> <li>2. the term of each contract in years, and the years remaining on said contract,</li> <li>3. the volume of recoverable reserve contracted for, and</li> <li>4. rated deliverability of such reserves in MCF.</li> </ol>

## GAS SERVICES DIVISION

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B. Capacity and location of underground storage, if any, attached to its system with a statement of whether the company's storage balance is above or below its desired level for this time, and, if below, what plans has the company made to restore the balance.

C. Peak day and average daily deliverability on an annual basis of its wells, gas plants and underground storage attached to its system.

D. Peak day capacity of its system.

E. Forecast of additions to reserves for each of the next two succeeding years.

F. Location and size of the line pipes, compressor stations, operating maximum line pressures, and a map showing delivery points along the system.

G. Disposition of all gas entering its system, with names of all customers other than residential customers and volumes delivered to each during the past calendar year. Identify those customers using 3,000 MCF gas per day, or more, which are under a service contract, and if such contract includes an Interruptible Service clause, and if so, attach a reproduced copy of the relevant provisions of such contract. H. Steps taken in past years, being taken at the present, and to be taken to alleviate curtailments.

## RULE 2.

Until such time as the Commission has specifically approved a utilities curtailment program, the following priorities in descending order shall be observed:

A. Deliveries for residences, hospitals, schools, churches and other human needs customers.

B. Deliveries of gas to small industrials and regular commercial loads (defined as those customers using less than 3,000 MCF per day) and delivery of gas for use as pilot lights or in accessory or auxiliary equipment essential to avoid serious damage to industrial plants.

C. Large users of gas for fuel or as a raw material where an alternate cannot be used and operation and plant production would be curtailed or shut down completely when gas is curtailed.

D. Large users of gas for boiler fuel or other fuel users where alternate fuels can be used. This category is not to be determined by whether or not a user has actually installed alternate fuel facilities, but whether or not an alternate fuel could be used.

E. Interruptible sales made subject to interruption or curtailment at Seller's sole discretion under contracts or tariffs which provide in effect for the sale of such gas as Seller may be agreeable to selling and Buyer may be agreeable to buying from time to time.

## RULE 3.

Each gas utility that has obtained Commission approval of a curtailment program shall conduct operations in compliance with such program.

So long as any gas utility which has obtained Commission approval of a curtailment program

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continues to curtail deliveries to its customers, except as provided by contract or those customers included in Part E of Rule 2 above, it (a) shall file on or before April 1 of each year, under oath, the information called for in Rule 1, for the preceeding year, and (b) shall not, without Commission approval, make sales of gas to any new customers or increase volumes sold to existing customers, except those new or existing customers defined in Parts A & B of Rule 2 above.

IT IS FURTHER ORDERED that this cause be held open for such other and further orders as may be deemed necessary. ENTERED AT AUSTIN, TEXAS, this 5th day of January, 1973.

**LINE EXTENSION POLICY**

<u>POLICY ID</u>	<u>DESCRIPTION</u>
1231	<p>CUSTOMER LINE EXTENSION POLICY                      FROM GENERAL RULES AND REGULATIONS FOR NATURAL GAS SERVICE (GUD 10622)</p> <p>GAS MAIN EXTENSIONS: Company shall extend its gas mains to provide new or additional service and shall be entitled to make a reasonable charge for such installation as set out in the Schedule of Miscellaneous Service Charges filed with The Railroad Commission of Texas. Gas main extensions shall be made at LDC expense only where the probable expected use of all facilities necessary for such service will provide a reasonable and compensatory return to LDC on the value of such facilities. Otherwise, gas main extensions shall be made only under the following conditions.</p> <p>(1) Individual Residential and Commercial Consumers- upon payment of the fee for gas main extension set out in the Schedule of Miscellaneous Service charges or upon execution of LDC. "Gas Main Extension Contract."</p> <p>(2) Developers of Residential or Business Subdivision- upon execution of LDC's Gas Main Extension Contract or "Predevelopment Gas Main Extension Contract ," or under special circumstances where, in LDC's opinion, such forms are not appropriate, upon execution of a special agreement providing for reimbursement to LDC for cost of the necessary gas main extension.</p> <p>(3) Large Volume Consumers- upon execution of a special agreement providing for reimbursement to LDC for the cost of the necessary gas main extension.</p>

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QUALITY OF SERVICE

QUAL_SERVICE ID	DESCRIPTION
1017A	<p>GENERAL RULES AND REGULATIONS FOR NATURAL GAS SERVICE</p> <p>1. DEFINITIONS</p> <p>(a)Consumer, Customer and Applicant are used interchangeably and mean a person or organization utilizing services or who wants to utilize services of LDC, llc.</p> <p>(b)Company means LDC, llc., its successors and assigns.</p> <p>(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 of 14.65 psia at 60 Fahrenheit.</p> <p>(d)Service Line: The pipe and attached fittings which convey gas from Company's mains to the property line of Consumer's premises.</p> <p>(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.</p> <p>(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.</p> <p>(g)Point of Delivery: The point where the gas is measured for delivery into Consumer's piping.</p> <p>2. APPLICATION OF RULES</p> <p>(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.</p> <p>(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.</p> <p>(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 abrogated, modified, or added to, shall become effective when filed with the appropriate regulatory authority.</p> <p>3. CLASSIFICATION FOR RATE AND CONTRACT PURPOSES</p> <p>For purposes of determining rates, Consumers shall be classified as 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 5,000 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 5,000 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 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.</p> <p>4. LIMITATION OF USE</p> <p>All gas delivered through Company's meters is for use only at the Point of Delivery and shall</p>

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not be redelivered or resold to others without Company's written consent.

## 5. SERVICE CONNECTIONS

(a) Tap Charge: Company may impose a reasonable charge for the connection of a new Consumer to its distribution mains. The tap charge 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 Schedule 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 at separate lots physically divided by other private or public property (including streets, alleys and other public ways) must 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 may install Yard Lines if so requested by Consumer. To the extent permitted by applicable ordinance, Company 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.

(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 main offices.

(e) Gas Main Extensions: Company shall extend its gas mains to provide new or additional service and shall be entitled to make a reasonable charge for such installation as set out in the Schedule of Miscellaneous Service Charges filed with appropriate regulatory authorities. Gas main extensions 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 payment of the fee for gas main extension set out in the Schedule of Miscellaneous Service Charges or upon execution of Company's Gas Main Extension Contract.

(2) Developers of Residential or Business Subdivisions - upon execution of Company's Gas Main Extension Contract or 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 Schedule of Miscellaneous Service Charges filed with the appropriate regulatory authorities.

## 7. APPLICATION FOR SERVICE

Where no written contract for service is necessary, any application by telephone, in person, or in writing may be made to request initiation of service. Upon request, Consumer shall provide a written application. Upon request, Consumer shall provide information necessary for

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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 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 utility 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 or 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; a 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) 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 agreement 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 thereof at least five working days prior to a stated date of disconnection. Said notice shall be provided in English (and Spanish, if the Company has any Spanish speaking Customers) and shall include:

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- (A) the words Disconnect Notice or similar language prominently displayed;  
 (B) the reason service is to be terminated;(C)what Customer must do to prevent termination;  
 (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 or unauthorized attachments 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 guarantee was made in writing to the Company as a condition precedent to service;  
 (E) failure to pay charges arising from any under billing occurring due to any misapplication of rates more than six months prior to the current billing;

- 1017B Part B (F) failure to pay charges arising from any underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due to other misconduct of the customer; 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.

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(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. The Company must receive both the request and the statement 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 and if requested by the Consumer, all new meter installations 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 Requirement.

(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.

In general, each meter must indicate clearly the units of service for which charge is made to the Customer.

##### (d) Test for accuracy.

(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 \$35.00, or such other fee for the testing of meters as may be set forth in the Company's Schedule of Miscellaneous Service Charges

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properly on file with the regulatory authority. The Customer must be 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 waived 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 accepted credit cards, letters of credit reference, the names of credit references which may be quickly and inexpensively contacted by the utility, or proof of ownership of substantial equity.

(b) Re-establishment 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 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 the actual use is at least

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twice the amount of the estimated billings, a new deposit requirement may be calculated and an additional deposit may be required within five 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 same or similar service area (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.

(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 on commercial and large Customer deposits shall be paid at the rate established by ordinance, regulation or rule for gas utility 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) 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 a means whereby a depositor may reclaim the deposit 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.

(f) 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 premises to another within the service area of the Company shall not be deemed a disconnection within the meaning of these rules, and, in the event of such transfer, no additional deposit may be demanded unless permitted by these rules.

(2) When a residential Customer has paid bills for service for twelve consecutive months

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without having service disconnected for nonpayment of bills and without having more than one occasion 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 the 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.

(g) 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 the deposit was made, the amount thereof, and the unpaid interest thereon.

(h) 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 principal office. Consumer shall be obligated to pay for all service which is rendered by the Company (including applicable minimum charges therefore) prior to 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 and as an added precaution, the gas should immediately be shut off at the meter by Consumer. Company shall not be liable for any damage or loss caused by the escape of gas from Consumer's Housepiping or Consumer's appliances.

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

#### 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 adjustment to, or replacements of, Service Lines, meter loop, and any property of the Company located thereon, and for any other purpose connected with the 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, connection 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.

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(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; blockages; 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

1017C

## PART C

## 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 principals 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 a 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 major disruption of service, the Company shall keep a complete record of all interruptions, both emergency and scheduled. This record shall show the cause of such interruptions, date, time duration, location, approximate number of Customers affected, and, in cases of emergency interruptions, the remedy and steps taken to prevent recurrence.

(2) Report to Commission. The Commission shall be notified in writing within forty-eight hours of interruptions in service affecting the entire system or any major division thereof lasting more than four hours. The notice shall also state the cause of such interruptions. If any service interruption is reported to the Commission otherwise (for example, as a curtailment report or safety report), such other report is sufficient to comply with the terms of this paragraph.

## 19. WAIVER OF RULES

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

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## 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 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 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

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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.CURTAILMENT POLICY

The Company adopts and shall adhere to the curtailment program set forth in Rule 2 of Texas Railroad Commission Gas Utilities Division Docket No. 489 as well as all other rules and regulations adopted from time to time by governmental agencies having authority over the operations of Company.

#### 23.CUSTOMER RELATIONS

(a) Information to Customers. The Company shall:

- (1) Maintain a current set of maps showing the physical location of its facilities. All distribution facilities shall be labeled to indicate the size or any pertinent information which will accurately describe the utility's facilities. These maps, or such other maps as may be required by the 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 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 Customer service information. At least once each calendar year, the Company shall notify its Customers that Customer service information is available on request 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. The Company shall make its initial response to the Customer no later than the end of the business day following the date of the complaint. The Company 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

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disposition of the complaint.

(c) Company Response. Upon receipt of the 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. An initial response shall be made not later than the next business day following receipt of the complaint. 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 the 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 percent penalty for late payment on the original amount of the outstanding bill except in cases where the outstanding bill is unusually high as a result of the Company's error (such as an inaccurately estimated bill or an incorrectly read meter). A deferred payment plan shall not include a finance charge.

(5) If a Customer for utility service 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.

EFFECTIVE OCTOBER 01, 2017

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## SERVICE CHARGES

<u>RRC CHARGE NO.</u>	<u>CHARGE ID</u>	<u>CHARGE AMOUNT</u>	<u>SERVICE PROVIDED</u>
279743	102017A		1. Institution of New Service \$45.00
279744	102017B		2. Restore service after termination for non-payment or for leak on a customer owned facility 45.00
279745	102017C		3. Restore service after service turned off at customer or customer's agent's request 45.00
279746	102017D		4. Trip Charge 35.00
279747	102017E		5. Rebuild meter installation damaged by someone other than LDC (TWO (2) HOUR MINIMUM + Actual costs of materials, Requiring construction crew 90.00, not requiring construction crew 90.00
279748	102017F		6. Meter Retest on request of customer 35.00
279749	102017G		7. Repair damaged meters and regulators (PLUS Actual cost of materials), Damage to Index 65.00, Damage to Regulator 35.00
279750	102017H		8. Re-Route, Installation and Extension of Service Line and New Mains (PER FOOT PLUS Actual COST OF MATERIALS under normal construction conditions) 8a 1" - 1 1/4" \$4.50, 8b 1" - 1/2" - 2" \$5.25, 8c 3" - 4" \$6.25
279751	102017I		9. Tap Charge 375.00
279752	102017J		10. Meter and Regulator Facility \$485.00, 10a. AL-425 Large Meter Upgrade- Pool/Generator (during initial construction) \$595.00, 10b. AL-425 Large Meter Upgrade- pool/generator (after initial construction) 790.00, Large Commercial Meter (See Manager for Pricing)
279753	102017K		11. Labor for all other service work (during normal business hours 8am - 5pm, Mon-Fri), Two Hour Minimum 90.00/Hour, Each additional 1/2 hour (or part thereof) 45.00, after normal business hours, holidays, Saturdays, Sundays (Two Hour Minimum) 135.00/Hour, After normal business hours each additional 1/2 hour (or part thereof) 67.50
279754	102017L		12. Collection call, missed appointment, re-read (per trip) 35.00
279755	102017M		13. Returned check fee (plus bank fee) 30.00 14. High Volume Excess Flow Valve 225.00

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279756	102017N	
279757	102017O	15. Residential Deposit (refunded with interest to customers who meet the requirements in 16 TEX ADMIN Code Section 7.45 (5)(F)) \$140.00
279758	102017P	16. Small Commercial Deposit \$500.00
279759	102017Q	17. Test and Inspection of Service Line Installed by Others \$695.00

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DESCRIPTION: Distribution Sales STATUS: A  
 EFFECTIVE DATE: 10/01/2017 ORIGINAL CONTRACT DATE: RECEIVED DATE: 10/24/2017  
 GAS CONSUMED: Y AMENDMENT DATE: OPERATOR NO: 491571  
 BILLS RENDERED: N INACTIVE DATE:

**RATE SCHEDULE**

SCHEDULE ID                      DESCRIPTION

**Pipe Safety Program**

Annual Pipeline Safety Inspection Fee  
 Pursuant to Texas Utilities Code 121.211 of the Commission's Rules and Regulations, the company will pass on the Pipeline Safety Inspection Fee to each service line reported to be in service at the end of the calendar year \$1.00 per service connection effective 41/01/2017

**City Mont Res Incorp**

APPLICATION OF SCHEDULE

This schedule applies to all RESIDENTIAL customers within the incorporated areas of the City of Montgomery receiving gas service through a meter from LDC, LLC and who use gas services for domestic purposes only. 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. Where proposed service to a customer does not exist, additional charges and other arrangements with customer will be required prior to service being provided.

Service under this rate schedule shall be furnished in accordance with the Commissions Special Rules of Practice and Procedures and Substantive Rules and the Company`s General Rules and Regulations, as such rules may be amended from time to time.

GROSS MONTHLY RATE

The gross monthly rate for each customer receiving service shall be the sum of:

1. A minimum monthly customer charge, plus
2. A commodity rate per MCF of consumption, plus
3. A gas cost adjustment calculated per MCF of consumption, plus
4. Authorized taxes and other surcharges

MINIMUM MONTHLY CUSTOMER CHARGE:

The minimum monthly customer charge shall be \$21.00.

MONTHLY COMMODITY RATE:

The price payable by each residential customer for all consumption each month shall be \$8.25 per MCF.

GAS COST ADJUSTMENT: The customer`s bill shall be adjusted based on the Company`s Gas Cost Adjustment Clause.

TAXES: The Company shall recover other surcharges as authorized by federal, state, and local regulatory authorities in accordance with applicable statutes, laws, regulations, ordinances, orders, rules, contracts, or agreements as a separate line

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**RATE SCHEDULE**

SCHEDULE ID

DESCRIPTION

item on the customer`s bill.

PIPELINE SAFETY AND REGULATORY PROGRAM FEE:

The Company shall recover a one-time annual fee as a surcharge to its existing rates for the Commission`s Pipeline Safety and Regulatory Program Fee in the amount determined by the Commission for each service line reported to be in service at the end each calendar year, pursuant to Texas Utilities Code 121.211 and 16 Texas Admin. Code 8.201.

RATE CASE EXPENSE SURCHARGE:

The Company shall recover approved rate case expenses through a surcharge on each customer`s bill. The surcharge will be collected on a per customer basis on each monthly bill.

PAYMENT: All bills shall be delinquent unless payment is received within fifteen (15) days from the date of the bill.

COG-Inc

APPLICATION OF SCHEDULE

This schedule is applicable to any customer served under Residential or Commercial rate schedules in the incorporated areas of the City of Montgomery served by LDC, LLC. This schedule calculates adjustments to reflect decreases or increases in purchased gas costs. Any such adjustments shall be filed with the appropriate regulatory authority before the beginning of the month in which the adjustment will be applied to bills.

GAS COST ADJUSTMENT- The gross monthly Purchased Gas Adjustment shall be the cost of gas the Company pays its supplier(s) for gas on the system. The cost of gas shall be expressed in a MCF format and rounded to the nearest (\$0.01) by dividing the total amount purchased in dollars, plus all gas related costs and adjustments from the supplier(s) or other third parties, by the volume amount in MCF purchased. The product, or Weighted Average Cost of as (WACOG), shall be called the PGA and billed to the customer per CCF consumed each month. The product is then adjusted for Lost and Unaccounted for Gas (LUG), not to exceed actual to a maximum of five percent (5%). The PGA shall be calculated using actual amounts due and payable to the supplier(s) for the same approximate time period that customers` meters are read. Any adjustment, refund and/or billing correction received by the Company for a prior period shall be included in the following months` PGA calculation. If the Company`s current weighted average cost of gas purchased for resale is not known at the date that customers` bills are prepared, then Company shall calculate its current weighted average cost of gas purchased for resale as follows:

Step 1. Current Month Estimated Cost of Gas Adjustment:

- A. Current Month`s Estimated Total Gas Cost
- B. Current Month`s Estimated Purchase Volume (MCF)
- C. Current Month`s Estimated Cost of Gas per MCF
- D. Unaccounted for Gas Factor (LUG)
- E. Current Month`s Estimated Adjusted Cost of Gas per MCF.

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**RATE SCHEDULE**

SCHEDULE ID

DESCRIPTION

Step 2. Correction of Prior Month Estimated Cost of Gas Adjustment:

- A. Prior Month`s Actual Total Gas Cost
- B. Prior Month`s Actual Purchase Volume (MCF)
- C. Prior Month`s Actual Cost of Gas Per MCF
- D. Unaccounted for Gas Factor (LUG)
- E. Prior Month`s Actual Adjusted Cost of Gas per MCF
- F. Prior Month`s Estimated Adjusted Cost of Gas per MCF
- G. Difference per MCF (E-F)
- H. Prior Month`s Actual Sales Volume (MCF)
- I. Total Amount (Over)/ Under Collected (GxH).

Step 3. Current Month Cost of Gas Adjustment:

- A. Current Month`s Estimated Cost of Gas per MCF
- B. Amount (Over)/Under Collected in Prior Month
- C. Current Month`s Actual Sales Volume

**Rt Case Exp Environ**

APPLICATION OF SCHEDULE

This schedule is applicable to any customer served under Residential or Commercial rate schedules in the environs of the City of Montgomery served by LDC, LLC, filed on April 13, 2017, GUD No. 10622. This schedule is for the recovery of rate case expenses and shall be in effect beginning on or after (September 19, 2017), for an approximate forty-eight (48) month period or until approved rate case expenses in the amount of \$45,000 are recovered.

MONTHLY RATE CASE EXPENSE RECOVERY FACTOR

The rate payable shall be \$0.95 per customer per month.

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 the Company's office located at 620 Longmire Road, Conroe, TX 77304.

COMPLIANCE-

The Company shall file an annual report with the Gas Services Department on or before March 1st of each year showing the beginning balance of the unrecovered rate case expense at January 1st, the amount recovered by customer class by month during the previous calendar year and the ending balance as of December 31st. Upon completion of the recovery, LDC, LLC shall file a final report within 60 days after the last billing cycle recovery from the customer. No interest will accumulate on the outstanding balance. Reports for the Commission should be filed electronically at

GUD\_Compliance@rrc.texas.gov or at the following address:

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

RATE ADJUSTMENT PROVISIONS  
None

CUSTOMERS				
RRC CUSTOMER NO	CONFIDENTIAL?	BILLING UNIT	PGA CURRENT CHARGE	PGA EFFECTIVE DATE
37774	N	MCF	\$6.8600	11/01/2017
<u>CUSTOMER NAME</u>	City of Montgomery- Incorporated			
37774	N	MCF	\$6.8900	12/01/2017
<u>CUSTOMER NAME</u>	City of Montgomery- Incorporated			
37774	N	MCF	\$6.7000	10/01/2017
<u>CUSTOMER NAME</u>	City of Montgomery- Incorporated			

REASONS FOR FILING  
NEW?: N  
RRC DOCKET NO: GUD 10622 (SOI)  
CITY ORDINANCE NO: Settlement Agreement  
AMENDMENT (EXPLAIN):  
OTHER (EXPLAIN): New Rates per GUD 10622

SERVICES	
TYPE OF SERVICE	SERVICE DESCRIPTION
A	Residential Sales
<u>OTHER TYPE DESCRIPTION</u>	

PREPARER - PERSON FILING  
RRC NO: 447 ACTIVE FLAG: Y INACTIVE DATE:  
FIRST NAME: Amy MIDDLE: Lynn LAST NAME: Brown  
TITLE: Controller  
ADDRESS LINE 1: 620 Longmire Road  
ADDRESS LINE 2:  
CITY: Conroe STATE: TX ZIP: 77304 ZIP4:  
AREA CODE: 936 PHONE NO: 539-3500 EXTENSION:

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## CURTAILMENT PLAN

<u>PLAN ID</u>	<u>DESCRIPTION</u>
489	<p>RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION GAS UTILITIES DIVISION OIL AND GAS DOCKET GAS UTILITIES DIVISION NO. 20 62,505 DOCKET NO. 489 ORDER RELATING TO THE APPROVAL BY THE COMMISSION OF CURTAILMENT PROGRAMS FOR NATURAL GAS TRANSPORTED AND SOLD WITHIN THE STATE OF TEXAS</p> <p>After due notice the Railroad Commission of Texas on the 30th day of November, 1972, heard testimony and requested written curtailment priorities from representatives of investor owned and municipal gas utilities companies, private industry consumers and others responsible for directing available natural gas supplies to the consumers of natural gas in the State of Texas.</p> <p>WHEREAS, pursuant to the authority granted to the Railroad Commission of Texas in Article 6050 to 6066, inclusive, R.C.S., as amended; and</p> <p>WHEREAS, the Commission has determined the need for a curtailment program to assure effective control of the flow of natural gas to the proper destinations to avoid suffering and hardship of domestic consumers; and WHEREAS, the Commission has determined a need to make natural gas available to all gas consumers on a reasonable but limited basis during times of needed curtailment to the end that the public will be best served; and</p> <p>WHEREAS, the Commission has determined that the transportation delivery and/or sale of natural gas in the State of Texas for any purpose other than human need consumption will be curtailed to whatever extent and for whatever periods the Commission may find necessary for the primary benefit of human needs customers (domestic and commercial consumption) and such small industries as cannot practically be curtailed without curtailing human needs.</p> <p>IT IS THEREFORE, ORDERED BY THE RAILROAD COMMISSION OF TEXAS that the following rules relating to the approval by the Commission of curtailment programs for gas transported and sold within the State of Texas shall apply to all parties responsible for directing available and future natural gas supplies to the consumers of natural gas in the State of Texas.</p> <p>RULE 1. Every natural gas utility, as that term is defined in Article 6050, R.C.S. of Texas, as amended, intrastate operations only, shall file with the Railroad Commission on or before Feb. 12, 1973, its curtailment program. The Commission may approve the program without a hearing; set the matter for a public hearing on its own motion or on the motion of any affected customer of said utility.</p> <p>The curtailment program to be filed shall include, in verified form, the following information:</p> <p>A. Volume of gas reserves attached to its system together with a brief description of each separate source of gas reserves setting forth the following:</p> <ol style="list-style-type: none"> <li>1. the name of the supplier,</li> <li>2. the term of each contract in years, and the years remaining on said contract,</li> <li>3. the volume of recoverable reserve contracted for, and</li> <li>4. rated deliverability of such reserves in MCF.</li> </ol>

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B. Capacity and location of underground storage, if any, attached to its system with a statement of whether the company's storage balance is above or below its desired level for this time, and, if below, what plans has the company made to restore the balance.

C. Peak day and average daily deliverability on an annual basis of its wells, gas plants and underground storage attached to its system.

D. Peak day capacity of its system.

E. Forecast of additions to reserves for each of the next two succeeding years.

F. Location and size of the line pipes, compressor stations, operating maximum line pressures, and a map showing delivery points along the system.

G. Disposition of all gas entering its system, with names of all customers other than residential customers and volumes delivered to each during the past calendar year. Identify those customers using 3,000 MCF gas per day, or more, which are under a service contract, and if such contract includes an Interruptible Service clause, and if so, attach a reproduced copy of the relevant provisions of such contract. H. Steps taken in past years, being taken at the present, and to be taken to alleviate curtailments.

## RULE 2.

Until such time as the Commission has specifically approved a utilities curtailment program, the following priorities in descending order shall be observed:

A. Deliveries for residences, hospitals, schools, churches and other human needs customers.

B. Deliveries of gas to small industrials and regular commercial loads (defined as those customers using less than 3,000 MCF per day) and delivery of gas for use as pilot lights or in accessory or auxiliary equipment essential to avoid serious damage to industrial plants.

C. Large users of gas for fuel or as a raw material where an alternate cannot be used and operation and plant production would be curtailed or shut down completely when gas is curtailed.

D. Large users of gas for boiler fuel or other fuel users where alternate fuels can be used. This category is not to be determined by whether or not a user has actually installed alternate fuel facilities, but whether or not an alternate fuel could be used.

E. Interruptible sales made subject to interruption or curtailment at Seller's sole discretion under contracts or tariffs which provide in effect for the sale of such gas as Seller may be agreeable to selling and Buyer may be agreeable to buying from time to time.

## RULE 3.

Each gas utility that has obtained Commission approval of a curtailment program shall conduct operations in compliance with such program.

So long as any gas utility which has obtained Commission approval of a curtailment program

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continues to curtail deliveries to its customers, except as provided by contract or those customers included in Part E of Rule 2 above, it (a) shall file on or before April 1 of each year, under oath, the information called for in Rule 1, for the preceeding year, and (b) shall not, without Commission approval, make sales of gas to any new customers or increase volumes sold to existing customers, except those new or existing customers defined in Parts A & B of Rule 2 above.

IT IS FURTHER ORDERED that this cause be held open for such other and further orders as may be deemed necessary. ENTERED AT AUSTIN, TEXAS, this 5th day of January, 1973.

**LINE EXTENSION POLICY**

<u>POLICY ID</u>	<u>DESCRIPTION</u>
1231	<p>CUSTOMER LINE EXTENSION POLICY                      FROM GENERAL RULES AND REGULATIONS FOR NATURAL GAS SERVICE (GUD 10622)</p> <p>GAS MAIN EXTENSIONS: Company shall extend its gas mains to provide new or additional service and shall be entitled to make a reasonable charge for such installation as set out in the Schedule of Miscellaneous Service Charges filed with The Railroad Commission of Texas. Gas main extensions shall be made at LDC expense only where the probable expected use of all facilities necessary for such service will provide a reasonable and compensatory return to LDC on the value of such facilities. Otherwise, gas main extensions shall be made only under the following conditions.</p> <p>(1) Individual Residential and Commercial Consumers- upon payment of the fee for gas main extension set out in the Schedule of Miscellaneous Service charges or upon execution of LDC. "Gas Main Extension Contract."</p> <p>(2) Developers of Residential or Business Subdivision- upon execution of LDC's Gas Main Extension Contract or "Predevelopment Gas Main Extension Contract ," or under special circumstances where, in LDC's opinion, such forms are not appropriate, upon execution of a special agreement providing for reimbursement to LDC for cost of the necessary gas main extension.</p> <p>(3) Large Volume Consumers- upon execution of a special agreement providing for reimbursement to LDC for the cost of the necessary gas main extension.</p>

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## QUALITY OF SERVICE

<u>QUAL_SERVICE_ID</u>	<u>DESCRIPTION</u>
1017A	<p>GENERAL RULES AND REGULATIONS FOR NATURAL GAS SERVICE</p> <p>1. DEFINITIONS</p> <p>(a)Consumer, Customer and Applicant are used interchangeably and mean a person or organization utilizing services or who wants to utilize services of LDC, llc.</p> <p>(b)Company means LDC, llc., its successors and assigns.</p> <p>(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 of 14.65 psia at 60 Fahrenheit.</p> <p>(d)Service Line: The pipe and attached fittings which convey gas from Company's mains to the property line of Consumer's premises.</p> <p>(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.</p> <p>(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.</p> <p>(g)Point of Delivery: The point where the gas is measured for delivery into Consumer's piping.</p> <p>2. APPLICATION OF RULES</p> <p>(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.</p> <p>(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.</p> <p>(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 abrogated, modified, or added to, shall become effective when filed with the appropriate regulatory authority.</p> <p>3. CLASSIFICATION FOR RATE AND CONTRACT PURPOSES</p> <p>For purposes of determining rates, Consumers shall be classified as 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 5,000 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 5,000 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 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.</p> <p>4. LIMITATION OF USE</p> <p>All gas delivered through Company's meters is for use only at the Point of Delivery and shall</p>

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not be redelivered or resold to others without Company's written consent.

**5. SERVICE CONNECTIONS**

(a) Tap Charge: Company may impose a reasonable charge for the connection of a new Consumer to its distribution mains. The tap charge 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 Schedule 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 at separate lots physically divided by other private or public property (including streets, alleys and other public ways) must 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 may install Yard Lines if so requested by Consumer. To the extent permitted by applicable ordinance, Company 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.

(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 main offices.

(e) Gas Main Extensions: Company shall extend its gas mains to provide new or additional service and shall be entitled to make a reasonable charge for such installation as set out in the Schedule of Miscellaneous Service Charges filed with appropriate regulatory authorities. Gas main extensions 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 payment of the fee for gas main extension set out in the Schedule of Miscellaneous Service Charges or upon execution of Company's Gas Main Extension Contract.

(2) Developers of Residential or Business Subdivisions - upon execution of Company's Gas Main Extension Contract or 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 Schedule of Miscellaneous Service Charges filed with the appropriate regulatory authorities.

**7. APPLICATION FOR SERVICE**

Where no written contract for service is necessary, any application by telephone, in person, or in writing may be made to request initiation of service. Upon request, Consumer shall provide a written application. Upon request, Consumer shall provide information necessary for

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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 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 utility 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 or 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; a 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) 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 agreement 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 thereof at least five working days prior to a stated date of disconnection. Said notice shall be provided in English (and Spanish, if the Company has any Spanish speaking Customers) and shall include:

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- (A) the words Disconnect Notice or similar language prominently displayed;  
 (B) the reason service is to be terminated;(C)what Customer must do to prevent termination;  
 (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 or unauthorized attachments 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 guarantee was made in writing to the Company as a condition precedent to service;  
 (E) failure to pay charges arising from any under billing occurring due to any misapplication of rates more than six months prior to the current billing;

- 1017B Part B (F) failure to pay charges arising from any underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due to other misconduct of the customer; 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.

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(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. The Company must receive both the request and the statement 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 and if requested by the Consumer, all new meter installations 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 Requirement.

(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.

In general, each meter must indicate clearly the units of service for which charge is made to the Customer.

##### (d) Test for accuracy.

(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 \$35.00, or such other fee for the testing of meters as may be set forth in the Company's Schedule of Miscellaneous Service Charges

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properly on file with the regulatory authority. The Customer must be 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 waived 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 accepted credit cards, letters of credit reference, the names of credit references which may be quickly and inexpensively contacted by the utility, or proof of ownership of substantial equity.

(b) Re-establishment 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 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 the actual use is at least

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twice the amount of the estimated billings, a new deposit requirement may be calculated and an additional deposit may be required within five 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 same or similar service area (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.

(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 on commercial and large Customer deposits shall be paid at the rate established by ordinance, regulation or rule for gas utility 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) 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 a means whereby a depositor may reclaim the deposit 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.

(f) 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 premises to another within the service area of the Company shall not be deemed a disconnection within the meaning of these rules, and, in the event of such transfer, no additional deposit may be demanded unless permitted by these rules.

(2) When a residential Customer has paid bills for service for twelve consecutive months

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without having service disconnected for nonpayment of bills and without having more than one occasion 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 the 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.

(g) 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 the deposit was made, the amount thereof, and the unpaid interest thereon.

(h) 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 principal office. Consumer shall be obligated to pay for all service which is rendered by the Company (including applicable minimum charges therefore) prior to 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 and as an added precaution, the gas should immediately be shut off at the meter by Consumer. Company shall not be liable for any damage or loss caused by the escape of gas from Consumer's Housepiping or Consumer's appliances.

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

#### 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 adjustment to, or replacements of, Service Lines, meter loop, and any property of the Company located thereon, and for any other purpose connected with the 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, connection 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.

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(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; blockages; 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

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## PART C

## 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 principals 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 a 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 major disruption of service, the Company shall keep a complete record of all interruptions, both emergency and scheduled. This record shall show the cause of such interruptions, date, time duration, location, approximate number of Customers affected, and, in cases of emergency interruptions, the remedy and steps taken to prevent recurrence.

(2) Report to Commission. The Commission shall be notified in writing within forty-eight hours of interruptions in service affecting the entire system or any major division thereof lasting more than four hours. The notice shall also state the cause of such interruptions. If any service interruption is reported to the Commission otherwise (for example, as a curtailment report or safety report), such other report is sufficient to comply with the terms of this paragraph.

## 19. WAIVER OF RULES

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

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## 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 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 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

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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.CURTAILMENT POLICY

The Company adopts and shall adhere to the curtailment program set forth in Rule 2 of Texas Railroad Commission Gas Utilities Division Docket No. 489 as well as all other rules and regulations adopted from time to time by governmental agencies having authority over the operations of Company.

#### 23.CUSTOMER RELATIONS

(a) Information to Customers. The Company shall:

- (1) Maintain a current set of maps showing the physical location of its facilities. All distribution facilities shall be labeled to indicate the size or any pertinent information which will accurately describe the utility's facilities. These maps, or such other maps as may be required by the 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 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 Customer service information. At least once each calendar year, the Company shall notify its Customers that Customer service information is available on request 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. The Company shall make its initial response to the Customer no later than the end of the business day following the date of the complaint. The Company 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

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disposition of the complaint.

(c) Company Response. Upon receipt of the 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. An initial response shall be made not later than the next business day following receipt of the complaint. 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 the 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 percent penalty for late payment on the original amount of the outstanding bill except in cases where the outstanding bill is unusually high as a result of the Company's error (such as an inaccurately estimated bill or an incorrectly read meter). A deferred payment plan shall not include a finance charge.

(5) If a Customer for utility service 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.

EFFECTIVE OCTOBER 01, 2017

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## SERVICE CHARGES

<u>RRC CHARGE NO.</u>	<u>CHARGE ID</u>	<u>CHARGE AMOUNT</u>	<u>SERVICE PROVIDED</u>
279725	102017A		1. Institution of New Service \$45.00
279726	102017B		2. Restore service after termination for non-payment or for leak on a customer owned facility 45.00
279727	102017C		3. Restore service after service turned off at customer or customer's agent's request 45.00
279728	102017D		4. Trip Charge 35.00
279729	102017E		5. Rebuild meter installation damaged by someone other than LDC (TWO (2) HOUR MINIMUM + Actual costs of materials, Requiring construction crew 90.00, not requiring construction crew 90.00
279730	102017F		6. Meter Retest on request of customer 35.00
279731	102017G		7. Repair damaged meters and regulators (PLUS Actual cost of materials), Damage to Index 65.00, Damage to Regulator 35.00
279732	102017H		8. Re-Route, Installation and Extension of Service Line and New Mains (PER FOOT PLUS Actual COST OF MATERIALS under normal construction conditions) 8a 1" - 1 1/4" \$4.50, 8b 1" - 1/2" - 2" \$5.25, 8c 3" - 4" \$6.25
279733	102017I		9. Tap Charge 375.00
279734	102017J		10. Meter and Regulator Facility \$485.00, 10a. AL-425 Large Meter Upgrade- Pool/Generator (during initial construction) \$595.00, 10b. AL-425 Large Meter Upgrade- pool/generator (after initial construction) 790.00, Large Commercial Meter (See Manager for Pricing)
279735	102017K		11. Labor for all other service work (during normal business hours 8am - 5pm, Mon-Fri), Two Hour Minimum 90.00/Hour, Each additional 1/2 hour (or part thereof) 45.00, after normal business hours, holidays, Saturdays, Sundays (Two Hour Minimum) 135.00/Hour, After normal business hours each additional 1/2 hour (or part thereof) 67.50
279736	102017L		12. Collection call, missed appointment, re-read (per trip) 35.00
279737	102017M		13. Returned check fee (plus bank fee) 30.00 14. High Volume Excess Flow Valve 225.00

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279738	102017N	
279739	102017O	15. Residential Deposit (refunded with interest to customers who meet the requirements in 16 TEX ADMIN Code Section 7.45 (5)(F)) \$140.00
279740	102017P	16. Small Commercial Deposit \$500.00
279741	102017Q	17. Test and Inspection of Service Line Installed by Others \$695.00