

Large Volume Service Rate Schedule LRS 15-B
--

**AVAILABILITY**

This natural gas rate schedule is available at points on existing facilities of adequate capacity and suitable pressure in the Louisiana Division.

**APPLICATION**

This natural gas rate schedule is applicable to any Consumer for all uses, except standby service, who uses over 300,000 cubic feet in any one month. Gas supplied hereunder is for the individual use of the Consumer at one point of delivery and shall not be resold or shared with others. This schedule shall be effective with bills rendered on and after February 1, 1976.

**NET MONTHLY RATE**

The rate for the first 300,000 cubic feet shall be the net monthly commercial rate, as adjusted, applicable to commercial consumers established by the most recent order of the Louisiana Public service Commission, as adjusted from time to time.

As gas taken in excess of 300,000 cubic feet in any month shall be billed at the following net rate:

Next	700 Mcf	@	\$1.04 per Mcf
Next	9,000 Mcf	@	1.02 per Mcf
Next	10,000 Mcf	@	.90 per Mcf
All Over	20,000 Mcf	@	.86 per Mcf

**MONTHLY MINIMUM**

A minimum bill will be rendered monthly under this schedule for an amount not less than \$40.00 net.

**ADJUSTMENTS TO RATE SCHEDULE**

Subject to the limitations herein, the Net Monthly Rate for gas supplied under this rate schedule shall from time to time be adjusted either plus or minus to reflect the sum of the following adjustments:

(A) **GAS COST ADJUSTMENT**

The Net Monthly Rate for gas supplied hereunder is based upon the rate paid by Company on October 1, 1975, for gas purchased for resale and delivery to consumers under this rate schedule. The Net Monthly Rate shall be adjusted when the rate paid by Company is increased or decreased above or below the rate paid on October 1, 1975. Such amount shall be adjusted for division average unaccounted for gas and applicable city and state gross receipts taxes.

Large Volume Service Rate Schedule LRS 15-B
--

If the Company receives refunds of any increased gas costs that have been passed on to Consumers under the foregoing gas cost adjustment clause, a refund shall be made to each such Consumer for their prorata share.

**(B) OPERATING COST ADJUSTMENT**

The Net Monthly Rate for gas supplied under this rate schedule shall be increased or decreased, as the case may be, on July 1, 1976 and January 1, 1977 and each July 1 and January 1 thereafter, at the rate of twenty-five hundredths one mill (\$.00025) for each mill (\$.001) increase or decrease in the "Average Hourly Gross Earnings" of nonsupervisory employees and production workers of the Electric, Gas and Sanitary Services Group (SIC-49) compiled by the United States Department of Labor, Bureau of Labor, Bureau of Labor Statistics, in a publication currently entitled Employment and Earnings.

The Base figure for the "Average Hourly Gross Earnings" to be used in connection with the above price adjustments shall be the average of reported figures for the quarter ended June 1975.

1. For July adjustment, by averaging the monthly reported figures for the quarter ended the previous February.
2. For January adjustment, by averaging the monthly reported figures for the quarter ended the previous August.

The adjustment to be added or subtracted from the price per Mcf as a result of variations from the base "Average Hourly Gross Earnings" shall be the product of twenty-five hundredths of one mill (\$.00025) times a fraction, the numerator of which is the increase or decrease in the "Average Hourly Gross Earnings" above or below the base figure, and the denominator of which is one mill (\$.001).

**(C) TAX ADJUSTMENT**

In addition to the payments above provided for, the Consumer shall reimburse the Company for the Company's proportionate part of any new or increased rate of any existing tax, impost, assessment or charge or subsequently applicable taxes except ad valorem, net income and excess profits taxes, imposed or levied by any governmental authority as the result of any new or amended law or ordinance enacted after January 1, 1976, which is assessed or levied against the Company or directly affects the Company's cost of operation or is added to or made a part of the cost of gas purchased by the Company. For the purpose of determining the reimbursement herein to be made by the Consumer in respect to said taxes paid by the Company on the gas delivered hereunder, all taxes paid by any subsidiary or affiliate of the Company shall be considered to have been paid by the Company.

**(D) SUM OF ADJUSTMENTS**

The above adjustments shall be calculated to the nearest one-tenth of a mill (\$.0001).

Large Volume Service Rate Schedule LRS 15-B
--

### **WRITTEN CONTRACTS**

In order to receive a delivery from Company of more than 50 Mcf during any one day, a Consumer must execute a written contract with Company on Company's form of contract covering the sale of gas by Company to Consumers. In the case of existing Consumers, the maximum gas usage during any one day shall be obtained from the records of the Company, except in cases where the existing Consumer will be purchasing increased volumes of gas from Company because of expansions or for any other 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 whether or not a contract is required. Such written contract shall be executed by Consumer upon request of Company and Company shall not be obligated to serve any such Consumer more than 50 Mcf during any one day until such written contract is executed by Consumer upon request of Company and Company shall not be obligated to serve any such Consumer more than 50 Mcf during any one day until such written contract is executed and delivered by Consumer.

### **MEASUREMENT**

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

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

The Sales Unit shall be one Mcf.

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

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

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

The specific gravity of the gas may be determined by a recording gravimeter owned and operated by the pipeline company from whom Company purchases its gas, so installed so that it may record the specific gravity of the gas flowing through the meter or meters; provided, however, that the results of spot tests made by the pipeline company with a standard type specific gravity instrument shall

Large Volume Service Rate Schedule LRS 15-B
--

be used at locations where the pipeline company does not have a recording gravitometer in service. If the recording gravitometer is used, the average of the record to the nearest one-thousandth (0.001) obtained while gas is being delivered, shall be the applicable specific gravity of the gas for the period under consideration. If the spot test method is used, the specific gravity of the gas delivered hereunder shall be determined once monthly, the result obtained, to the nearest one-thousandth (0.001), to be applicable during the succeeding billing month.

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

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

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

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

Large Volume Service Rate Schedule LRS 15-B
--

**TERMS OF PAYMENT**

To arrive at the gross monthly rate, the above stated net monthly rate or any minimum charge as adjusted with tax adjustments applicable to either, shall be increased 2%. The gross amount shall be due and payable from any Consumer who fails to pay his bills in full within 10 days of date of bill.

**RULES AND REGULATIONS**

Service under this schedule shall be furnished in accordance with the Company's General Rules and Regulations, as such rules may be amended from time to time; provided, however, where consumer has a written contract with Company the terms and provisions of such contract shall be controlling. A copy of the Company's General Rules and Regulations may be obtained from Company's office located at 623 Walton Street, New Iberia, Louisiana.

**CURTAILMENT**

In the event a shortage of gas from any then current supplier of Company renders the Company unable to supply the full gas requirements of all of its customers on any particular system, then the Company may, without liability to its customers for either curtailment or the order or manner of curtailment, allocate or prorate available gas supply (i) in conformity with then existing orders of regulatory bodies having jurisdiction or, (ii) if no such order exists, then any reasonable manner selected by the Company giving due regard to human needs customers including residences, schools, hospitals and nursing homes.

**CHARGES FOR UNAUTHORIZED OVER-RUN GAS**

Any gas taken during any day by Consumer which exceeds the maximum daily quantity specified in Consumer's contract with Company shall be considered to be unauthorized over-run gas. Any gas taken by Consumer after the effective hour of an order calling for a complete curtailment of all gas deliveries, and prior to the authorized resumption of natural gas service hereunder shall be considered to be unauthorized over-run gas. Any gas taken by Consumer after the effective hour of an order calling for a partial curtailment, and prior to the authorized resumption of natural gas service, which exceeds the stated amount of gas deliveries Consumer may take during such partial curtailment, shall be considered to be unauthorized over-run gas. Company shall bill, and Consumer shall pay for unauthorized over-run gas at the rate of \$10.00 per Mcf, in addition to the Net Monthly Rate specified herein for such gas; provided, however, that Company shall have the right without obligation, to waive any penalty for unauthorized over-run volumes.

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

Reliant Energy Entex  
Issued: 07/01/99  
Issued by: W. D. Stinnett  
Senior Vice President, Support Services

Original Sheet 13e

EFFECTIVE: 02/01/76

Large Volume Service Rate Schedule LRS 15-B
--

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