# CASE NUMBER:

99-070



COMMONWEALTH OF KENTUCKY **PUBLIC SERVICE COMMISSION** 730 SCHENKEL LANE POST OFFICE BOX 615 FRANKFORT, KY. 40602 (502) 564-3940

May 28, 1999

To: All parties of record

RE: Case No. 99-070 WESTERN KENTUCKY GAS COMPANY (Rates - General) FULLY-FORECASTED TEST PERIOD

This letter is to acknowledge receipt of initial application in the above case. The application was date-stamped received May 28, 1999 and has been assigned Case No. 99-070. In all future correspondence or filings in connection with this case, please reference the above case number.

If you need further assistance, please contact my staff at 502/564-3940.

Sincerely, Dul

Stephanie Bell Secretary of the Commission

SB/jc

William J. Senter V.P. Rates & Regulatory Affairs Western Kentucky Gas Company 2401 New Hartford Road Owensboro, KY. 42303 1312

.•

Honorable Mark R. Hutchinson Attorney at Law Sheffer Hutchinson Kinney 115 East Second Street Owensboro, KY. 42303

Honorable John N. Hughes Attorney for Western KY Gas 124 West Todd Street Frankfort, KY. 40601

Mr. Douglas Walther Atmos Energy Corporation P.O. Box 650205 Dallas, TX. 75265

RECEIVED

MAY 2 8 1999

# COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

PUBLIC SERVICE COMMISSION

### **IN THE MATTER OF:**

# RATE APPLICATION OF WESTERN KENTUCKY GAS COMPANY

Case No. 99-070

### PETITION FOR ADJUSTMENT OF RATES

Western Kentucky Gas Company ("Western"), by counsel, submits the attached revised tariffs and documentation requirements of 807 KAR 5:001, and proposes that certain gas rates and charges, and revised tariff provisions become effective on July 1, 1999.

1. Western is a utility, as defined by KRS 278.010 (3)(b), and is subject to the jurisdiction of the Public Service Commission ("Commission"), pursuant to KRS 278.040. Western is committed to continue to furnish adequate, efficient and reasonable gas service to its many patrons who rely upon Western's service for their comfort, convenience, commerce and well being. Western petitions the Commission for rate relief so that the quality of service may be preserved and improved. In this request, Western seeks a 11.7%, or \$14.1 million, increase in its total revenues. The filing is based upon a fully forecasted test year.

2. Western's office is located at 2401 New Hartford Road, Owensboro, Ky., 42303. Its President is Conrad E. Gruber. 3. Western serves approximately 175,000 customers in western and central Kentucky.

4. Its last rate increase was in 1995 in Case No. 95-010. That case provided that Western's rates would increase approximately \$3.3 million.

5. A substantial portion of this rate request is directly attributable to Western's increased commitment of capital for our customers' benefit. Because of declining return on equity and inadequate revenue to continue to provide the quality of service required by the Commission and demanded by our customers, it is necessary to seek additional revenue and to revise the business practices that have been historically followed. With increased competition within the gas industry as well as from other energy providers, Western must attempt to find new ways of serving traditional residential customers and to continue to adapt to the changing competitive markets. Western is also experiencing a significant decline in residential customer volumes related to energy conservation. To meet these challenges, Western is proposing several new programs and revisions to existing ones to increase its revenues, stabilize revenue over the long term and allow the opportunity to provide all customers the quality of service and competitive rates that they deserve.

6. Western is proposing a new Premises Charge to allow for a significant portion of the growth of the system to be paid by the customers benefiting from the new investment being made. This proposal will provide the company a better opportunity to consistently earn its allowed rate of return each year. This ability to recover the return authorized will allow the company to operate without frequent rate increases, thus stabilizing rates for our customers, enhancing our competitive position in the market place and relieving the Commission of time consuming rate proceedings.

2

7. Western is proposing to add or adjust certain service charges to make them compensatory.

8. Western is proposing a weather normalization adjustment which will help stabilize customer bills and company revenues by compensating for the effects of changing and unpredictable winter weather patterns.

9. Western is proposing a margin loss recovery mechanism to recover industrial margins lost as a result of reduced contractual rates. These contracts were negotiated in order to avoid loss of significant industrial load by reason of bypass.

10. Western is providing notice of this filing to its customers and interested parties by publication in newspapers of general circulation and posting in each of Western's offices for public inspection. A copy of the notice is in enclosed in Filing Requirement 10 (3) Volume I.

11. Western requests that the Commission allow the proposed rate changes to take effect without delay.

12. Western requests approval of a special extension policy as described in its proposal for a Premises Charge and a deviation from 807 KAR 5:022(16)(a) as allowed by 807 KAR 5:022(18).

13. Western also requests a deviation pursuant to 807 KAR 5:006(27) from any rule, regulation or other requirement that might otherwise delay or impede the review and approval of this petition.

14. All filing requirements of 807 KAR 5:001 are attached. The schedule of those requirements, the volume and tab number is as follows:

3

# WESTERN KENTUCKY GAS COMPANY CASE NO. 99-070 FUTURE TEST PERIOD FILING REQUIREMENTS TABLE OF CONTENTS

Witness	Filing Requirement 807 KAR 5:001	Description	Vol.#	Tab #
Gruber	10(1)(b)(1)	1. A statement of the reason the adjustment is required;	1	1
Burman	10(1)(b)(2)	2. A statement that the utility's annual reports, including the annual report for the most recent calendar year, are on file with the commission in accordance with 807 KAR 5:006, Section 3(1);	1	2
Gruber	10(1)(b)3	3. If the utility is incorporated, a certified copy of the utility's articles of incorporation and all amendments thereto or out of state documents of similar import. If the utility's articles of incorporation and amendments have already been filed with the commission in a prior proceeding, the application may state this fact making reference to the style and case number of the prior proceeding	1	3
NA	10(1)(Ь)4	4. If the utility is limited partnership, a certified copy of the limited partnership agreement and all amendments thereto or out of state documents of similar import. If the utility's limited partnership agreement and amendments have already been filed with the commission in a prior proceeding, the application may state this fact making reference to the style and case number of the prior proceeding;		
Gruber	10(1)(b)5	5. If the utility is incorporated or is a limited partnership, a certificate of good standing or certificate of authorization dated within sixty (60) days of the date the application is filed;	1	4
Gruber	10(1)(b)6	6. A certified copy of a certificate of assumed name as required by KRS 365.015 or a statement that such a certificate is not necessary;	1	5
Smith	10(1)(b)7	7. The proposed tariff in a form which complies with 807 KAR 5:011 with an effective date not less than thirty (30) days from the date the application is filed;	1	6
Smith	10(1)(b)8	8. The utility's proposed tariff changes, identified in compliance with 807 KAR 5:011, shown either by:	1	7
Smith	10(1)(b)8a	a. Providing the present and proposed tariffs in comparative form on the same sheet side by side or on facing sheets side by side; or	1	8
N/A	10(1)(b)8b	b. Providing a copy of the present tariff indicating proposed additions by italicized inserts or underscoring and striking over proposed deletions; and		

Gruber	10(1)(b)9	9. A statement that customer notice has been given in compliance with subsections (3) and (4) of this section with a copy of the notice.	1	9
Gruber	10(2)	<ul> <li>(2) Notice of intent. Utilities with gross annual revenues greater than \$1,000,000 shall file with the commission a written notice of intent to file a rate application at least four</li> <li>(4) weeks prior to filing their application. The notice of intent shall state whether the rate application will be supported by a historical test period or a fully forecasted test period. This notice shall be served upon the Attorney General, Utility Intervention and Rate Division.</li> </ul>	1	10
Gruber	10(3)	(3) Form of notice to customers. Every utility filing an application pursuant to this section shall notify all affected customers in the manner prescribed herein. The notice shall include the following information:	1	11
Gruber	10(3)(a)	(a) The amount of the change requested in both dollar amounts and percentage change for each customer classification to which the proposed rate change will apply;	1	11
Gruber	10(3)(b)	(b) The present rates and the proposed rates for each customer class to which the proposed rates would apply;	1	11
Gruber	10(3)(c)	(c) Electric, gas, water and sewer utilities shall include the effect upon the average bill for each customer class to which the proposed rate change will apply;	1	11
VA	10(3)(d)	(d) Local exchange companies shall include the effect upon the average bill for each customer class for the proposed rate change in basic local service;		
Gruber	10(3)(e)	(e) A statement that the rates contained in this notice are the rates proposed by (name of utility); however, the Public Service Commission may order rates to be charged that differ from the proposed rates contained in this notice;	1	11 .
Gruber	10(3)(f)	(f) A statement that any corporation, association, or person, with a substantial interest in the matter may, by written request, within thirty (30) days after publication or mailing of this notice of the proposed rate changes request to intervene; intervention may be granted beyond the thirty (30) day period for good cause shown;	1	11
Gruber	10(3)(g)	(g) A statement that any person who has been granted intervention by the commission may obtain copies of the rate application and any other filings made by the utility by contacting the utility through a name and address and phone number stated in this notice;	1	11
Gruber	10(3)(h)	(h) A statement that any person may examine the rate application and any other filings made by the utility at the main office of the utility or at the commission's office indicating the addresses and telephone numbers of both the utility and the commission;	1	11

N/A	10(3)(1)	(1) The commission may grant a utility with annual gross revenues greater than \$1,000,000, upon written request, permission to use an abbreviated form of published notice of the proposed rates provided the notice includes a coupon which may be used to obtain all of the information required herein.		
Gruber	10(4)	<ul> <li>Manner of notification. (a) Sewer utilities shall give the required typewritten notice by mail to all of their customers pursuant to KRS 278.185.</li> <li>(b) Applicants with twenty (20) or fewer customers affected by the proposed general rate adjustment shall mail the required typewritten notice to each customer no later than the date the application is filed with the commission.</li> <li>(c) Except for sewer utilities, applicants with more than twenty (20) customers affected by the proposed general rate adjustment shall give the required notice by one (1) of the following methods:</li> </ul>	1	12
Gruber	10(4)(c)3	Publishing the notice once a week for three (3) consecutive weeks in a prominent manner in a newspaper of general circulation in the utility's service area, the first publication to be made within seven (7) days of the filing of the application with the commission.	1	12
Gruber	10(4)(d)	If the notice is published, an affidavit from the publisher verifying the notice was published, including the dates of the publication with an attached copy of the published notice, shall be filed with the commission no later than forty-five (45) days of the filed date of the application.	1	13
NA	10(4)(e)	If the notice is mailed, a written statement signed by the utility's chief officer in charge of Kentucky operations verifying the notice was mailed shall be filed with the commission no later than thirty (30) days of the filed date of the application.		
Gruber	10(4)(f)	All utilities, in addition to the above notification, shall post a sample copy of the required notification at their place of business no later than the date on which the application is filed which shall remain posted until the commission has finally determined the utility's rates.	1	14
	Note	(g) Compliance with this subsection shall constitute compliance with 807 KAR 5:051, Section 2.		
Gruber	10(5)	Notice of hearing scheduled by the commission upon application by a utility for a general adjustment in rates shall be advertised by the utility by newspaper publication in the areas that will be affected in compliance with KRS 424.300.	1	15

Buchanan	10(8)(a)	All applications requesting a general adjustment in rates supported by a fully forecasted test period shall comply with the following requirements:	1	16
		(a) The financial data for the forecasted period shall be presented in the form of pro forma adjustments to the base period.		
Buchanan	10(8)(b)	(b) Forecasted adjustments shall be limited to the twelve (12) months immediately following the suspension period.	1	17
Buchanan	10(8)(c)	(c) Capitalization and net investment rate base shall be based on a thirteen (13) month average for the forecasted period.	1	18
·	Note	(d) After an application based on a forecasted test period is filed, there shall be no revisions to the forecast, except for the correction of mathematical errors, unless such revisions reflect statutory or regulatory enactments that could not, with reasonable diligence, have been included in the forecast on the date it was filed. There shall be no revisions filed within thirty (30) days of a scheduled hearing on the rate application.		
		(e) The commission may require the utility to prepare an alternative forecast based on a reasonable number of changes in the variables, assumptions, and other factors used as the basis for the utility's forecast.		
Buchanan	10(8)(f)	(f) The utility shall provide a reconciliation of the rate base and capital used to determine its revenue requirements.	1	19
Gruber	10(9)(a)	(9) All applications requesting a general adjustment in rates supported by a fully forecasted test period shall include the following or a statement explaining why the required information does not exist and is not applicable to the utility's application:	2	1
		(a) The prepared testimony of each witness the utility proposes to use to support its application which shall include testimony from the utility's chief officer in charge of Kentucky operations on the existing programs to achieve improvements in efficiency and productivity, including an explanation of the purpose of the program;		
Doggette	10(9)(b)	(b) The utility's most recent capital construction budget containing at minimum a three (3) year forecast of construction expenditures;	3	1
Adams, Doggette, Smith, Hack, Reddy	10(9)(c)	(c) A complete description, which may be filed in prefiled testimony form, of all factors used in preparing the utility's forecast period. All econometric models, variables, assumptions, escalation factors, contingency provisions, and changes in activity levels shall be quantified, explained, and	3	2

Adams	10(9)(d)	(d) The utility's annual and monthly budget for the twelve (12) months preceding the filing date, the base period and forecasted period;	3	3
Gruber	10(9)(e)1	(e) A statement of attestation signed by the utility's chief officer in charge of Kentucky operations which shall provide:	3	4
		1. That the forecast is reasonable, reliable, made in good faith and that all basic assumptions used in the forecast have been identified and justified; and		
Gruber	10(9)(e)2	2. That the forecast contains the same assumptions and methodologies as used in the forecast prepared for use by management, or an identification and explanation for any differences that exist; and	3	4
Gruber	10(9)(e)3	3. That productivity and efficiency gains are included in the forecast;	3	4
Doggette	10(9)(f)1	(f) For each major construction project which constitutes five (5) percent or more of the annual construction budget within the three (3) year forecast the following information shall be filed:	3	5
		1. The date the project was started or estimated starting date;		
Doggette	10(9)(f)2	2. The estimated completion date;	3	5
Doggette	10(9)(f)3	3. The total estimated cost of construction by year exclusive and inclusive of allowance for funds used during construction ("AFUDC") or interest during construction credit; and	3	5
Doggette	10(9)(f)4	4. The most recent available total costs incurred exclusive and inclusive of AFUDC or interest during construction credit;	3	5
Doggette	10(9)(g)	(g) For all construction projects which constitute less than five (5) percent of the annual construction budget within the three (3) year forecast, the utility shall file an aggregate of the information requested in paragraph (f)3 and 4 of this subsection;	3	6
Adams	10(9)(h)1	(h) A financial forecast corresponding to each of the three (3) forecasted years included in the capital construction budget. The financial forecast shall be supported by the underlying assumptions made in projecting the results of operations and shall include the following information:	3	7
		1. Operating income statement (exclusive of dividends per share or earnings per share);		
Adams	19(9)(h)2	2. Balance sheet;	3	7
Adams	10(9)(h)3	3. Statement of cash flows;	3	7
dams	10(9)(h)4	4. Revenue requirements necessary to support the forecasted rate of return;	3	7

NA	10(9)(h)5	5. Load forecast including energy and demand (electric);		,
NA	10(9)(h)6	6. Access line forecast (telephone);		
NA	10(9)(h)7	7. Mix of generation (electric);		
Hack	10(9)(h)8	8. Mix of gas supply (gas);	3	7
Adams	10(9)(h)9	9. Employee level;	3	7
Adams	10(9)(h)10	10. Labor cost changes;	3	7
Reddy	10(9)(h)11	11. Capital structure requirements;	3	7
Adams	10(9)(h)12	12. Rate base;	3	7
NA	10(9)(h)13	13. Gallons of water projected to be sold (water);		
Smith	10(9)(h)14	14. Customer forecast (gas, water);	3	7
Smith	10(9)(h)15	15. MCF sales forecasts (gas);	3	7
NA	10(9)(h)16	16. Toll and access forecast of number of calls and number of minutes (telephone); and		
N/A	10(9)(h)17	17. A detailed explanation of any other information provided;		
N/A	10(9)(I)	(I) The most recent Federal Energy Regulatory Commission or Federal Communications Commission audit reports;		
Burman	10(9)(j)	(j) The prospectuses of the most recent stock or bond offerings;	4	
Burman	10(9)(k)	(k) The most recent Federal Energy Regulatory Commission Form 1 (electric), Federal Energy Regulatory Commission Form 2 (gas), or the Automated Reporting Management Information System Report (telephone) and Public Service Commission Form T (telephone);	4	
Burman	10(9)(l)	(1) The annual report to shareholders or members and the statistical supplements covering the most recent five (5) years from the application filing date;	4	
Burman	10(9)(m)	(m) The current chart of accounts if more detailed than the Uniform System of Accounts chart prescribed by the commission;	4	
Burman	10(9)(n)	(n) The latest twelve (12) months of the monthly managerial reports providing financial results of operations in comparison to the forecast;	5 6 7	1 2 3
Adams	10(9)(o)	(o) Complete monthly budget variance reports, with narrative explanations, for the twelve (12) months immediately prior to the base period, each month of the base period, and any subsequent months, as they become available;	7	4

Burman	10(9)(p)	(p) The Securities and Exchange Commission's annual report for the most recent two (2) years, Form 10-Ks and any Form 8-Ks issued during the prior two (2) years and any Form 10-Qs issued during the past six (6) quarters;	8	1
Burman	10(9)(q)	(q) The independent auditor's annual opinion report, with any written communication from the independent auditor to the utility which indicates the existence of a material weakness in the utility's internal controls;	8	2
Burman	10(9)(r)	(r) The quarterly reports to the stockholders for the most recent five (5) quarters;	8	3
Burman	10(9)(s)	(s) The summary of the latest depreciation study with schedules itemized by major plant accounts, except that telecommunications utilities that have adopted the commission's average depreciation rates shall provide a schedule that identifies the current and base period depreciation rates used by major plant accounts. If the required information has been filed in another commission case a reference to that case's number and style will be sufficient;	8	4
Petersen	10(9)(t)	(t) A list of all commercially available or in-house developed computer software, programs, and models used in the development of the schedules and work papers associated with the filing of the utility's application. This list shall include each software, program, or model; what the software, program, or model was used for; identify the supplier of each software, program, or model; a brief description of the software, program, or model; the specifications for the computer hardware and the operating system required to run the program;	9	1
Adams	10(9)(u)1	<ul> <li>(u) If the utility had any amounts charged or allocated to it by an affiliate or a general or home office or paid any monies to an affiliate or a general or home office during the base period or during the previous three (3) calendar years, the utility shall file:</li> <li>1. A detailed description of the method and amounts allocated or charged to the utility by the affiliate or general or home office for each allocation or payment;</li> </ul>	9	2
Adams	10(9)(u)2	2. The method and amounts allocated during the base period and the method and estimated amounts to be allocated during the forecasted test period;	9	2
Adams	10(9)(u)3	3. An explanation of how the allocator for both the base period and the forecasted test period were determined; and	9	2
Adams	10(9)(u)4	4. All facts relied upon, including other regulatory approval, to demonstrate that each amount charged, allocated or paid during the base period is reasonable;	9	2

Petersen	10(9)(v)	(v) If the utility provides gas, electric or water utility service and has annual gross revenues greater than \$5,000,000, a cost of service study based on a methodology generally accepted within the industry and based on current and reliable data from a single time period; and	9	3
NA	10(9)(w)	(w) Local exchange carriers with fewer than 50,000 access lines shall not be required to file cost of service studies, except as specifically directed by the commission. Local exchange carriers with more than 50,000 access lines shall file:		
		1. A jurisdictional separations study consistent with Part 36 of the Federal Communications Commission's rules and regulations; and		
		2. Service specific cost studies to support the pricing of all services that generate annual revenue greater than \$1,000,000 except local exchange access:		
		a. Based on current and reliable data from a single time period; and		
		b. Using generally recognized fully allocated, embedded, or incremental cost principles.		
Buchanan	10(10)(a)	(10) All applications seeking a general adjustment in rates supported by a forecasted test period shall include the following data to be submitted using schedule forms hereby incorporated by reference and which may be inspected, copied or obtained at the commission's offices at 730 Schenkel Lane, Frankfort, Kentucky, Monday through Friday between the hours of 8 a.m. and 4:30 p.m., local time. The commission shall notify the utility of any deficiencies in the application within thirty (30) days of receiving it. The utility may cure such filing deficiencies within thirty (30) days' written notice from the commission.	10	1
		(a) A jurisdictional financial summary for both the base period and the forecasted period which details how the utility derived the amount of the requested revenue increase;		
Buchanan	10(10)(b)	(b) A jurisdictional rate base summary for both the base period and the forecasted period with supporting schedules which include detailed analyses of each component of the rate base;	10	2
Buchanan	10(10)(c)	(c) A jurisdictional operating income summary for both the base period and the forecasted period with supporting schedules which provide breakdowns by major account group and by individual account;	10	3
Adams	10(10)(d)	(d) A summary of jurisdictional adjustments to operating income by major account with supporting schedules for individual adjustments and jurisdictional factors;	10	4

Buchanan	10(10)(e)	(e) A jurisdictional federal and state income tax summary for both the base period and the forecasted period with all supporting schedules of the various components of jurisdictional income taxes;	10	5
Adams	10(10)(f)	(f) Summary schedules for both the base period and the forecasted period (the utility may also provide a summary segregating those items it proposes to recover in rates) of organization membership dues; initiation fees; expenditures at country clubs; charitable contributions; marketing, sales, and advertising expenditures; professional service expenses; civic and political activity expenses; expenditures for employee parties and outings; employee gift expenses; and rate case expenses;	10	6
Adams	10(10)(g)	(g) Analyses of payroll costs including schedules for wages and salaries, employee benefits, payroll taxes, straight time and overtime hours, and executive compensation by title;	10	7
Buchanan	10(10)(h)	(h) A computation of the gross revenue conversion factor for the forecasted period;	10	8
Adams	10(10)(I)	(I) Comparative income statements (exclusive of dividends per share or earnings per share), revenue statistics and sales statistics for the five (5) most recent calendar years from the application filing date, the base period, the forecasted period, and two (2) calendar years beyond the forecast period;	10	9
Reddy	10(10)(j)	(j) A cost of capital summary for both the base period and forecasted period with supporting schedules providing details on each component of the capital structure;	10	10
Buchannan	10(10)(k)	(k) Comparative financial data and earnings measures for the ten (10) most recent calendar years, the base period, and the forecast period;	10	11
Smith	10(10)(l)	(1) A narrative description and explanation of all proposed tariff changes;	10	12
Smith	10(10)(m)	(m) A revenue summary for both the base period and forecasted period with supporting schedules which provide detailed billing analyses for all customer classes; and	10	13
Smith	10(10)(n)	(n) A typical bill comparison under present and proposed rates for all customer classes.	10	14
Buchanan	10(10)	Work papers	10	15



Gruber	(11) <b>(a)</b>	<ul> <li>(11) A request for waiver of any of the provisions of these filing requirements must set forth the specific reasons for the request. The commission shall grant the request for waiver upon good cause shown by the utility. In determining whether good cause has been shown, the commission may consider:</li> <li>(a) Whether other information which the utility would provide if the waiver is granted is sufficient to allow the commission to effectively and efficiently review the rate application;</li> </ul>	10	16
Gruber	(11)(b)	(b) Whether the information which is the subject of the waiver request is normally maintained by the utility or reasonably available to it from the information which it maintains; and	10	16
Gruber	(11)(c)	(c) The expense to the utility in providing the information which is the subject of the waiver request.	10	16

15. All notices and communication concerning this filing should be directed to the undersigned

counsel and representatives of the Applicant.

Respectfully submitted on this 27th day of May, 1999.

Douglas Walther Atmos Energy Corporation P.O. Box 650205 Dallas, TX 75265

Mark R. Hutchinson SHEFFER - HUTCHINSON - KINNEY 115 E. Second St. Owensboro, KY 42303

John N. Hughes 124 West Todd Street Frankfort, KY 40601

Attorneys for Western Kentucky Gas Company

By: Hur R Mutter

### VERIFICATION

I, William J. Senter, being duly sworn under oath, state that I am Vice President of Rates and Regulatory Affairs of Western Kentucky Gas Company, a division of Atmos Energy Corporation, and that the foregoing statements are true of my own knowledge except as to those matters therein stated on information and belief, and as to those matters I believe them to be true.

illiam J. Sent

STATE OF KENTUCKY COUNTY OF DAVIESS

SUBSCRIBED AND SWORN to before me by William J. Senter on this the 27th day of May, 1999.

ry Public Notary Public My Commission:

# Western Kentucky Gas Company Case No. 99-070 Table of Contents Volume 1

Tab		<u>FR#</u>
1		10(1)(b)1
2		10(1)(b)2
3		10(1)(b)3
4		10(1)(b)5
5		10(1)(b)6
6		10(1)(b)7
7		10(1)(b)8
8		10(1)(b)8a
9		10(1)(b)9
10		10(2)
11		10(3)(a)
•		10(3)(b)
		10(3)(c)
		10(3)(d)
		10(3)(e)
		10(3)(f)
		10(3)(g)
		10(3)(h)
12		10(4)(c)3
13		10(4)(d)
14		10(4)(f)
15	· ·	10(5)
16		10(8)(a)
17		10(8)(b)
18		10(8)(e)
19		10(8)(f)



RECYCLED (10% P.C.W.

L

.

# Western Kentucky Gas Company Case No. 99-070 Forecasted Test Period Filing Requirements FR 10(1)(b)1

# Description of Filing Requirement:

A statement of the reason the adjustment is required;

### Response:

This response is expanded upon in Mr. Gruber's testimony.

- Western Kentucky Gas Company is not able to achieve a fair return on its investment with the rates currently in effect. It is projected that Western will earn a -0.54% return on shareholder equity during calendar year 2000. The minimum rate of return expected by investors is 12.25%. The proposed increase will allow the Company a reasonable opportunity to earn a fair return on its investments.
- 2. Western has invested \$91.7 million since the 1994 test period used in the last rate case. Western's net plant investment has increased \$56.4 million. This investment has been made to meet customer expectations for the highest quality, most efficient and responsive gas service we can provide, maintain a safe and dependable system, and to technologically position the Company to meet the demands of the 21<sup>st</sup> century. The investment is not reflected in current rates.
- 3. Western has incurred increased operating expenses since its last rate case which are not reflected in current rates.
- 4. A revenue deficiency of \$14,127,666 is projected for the test year. A corresponding increase in revenues is necessary to eliminate the projected deficiency.

- 5. Revenues have declined since Western's last rate case in 1995. Among other things, this decline reflects \$800,000 per year in lost industrial margins and \$1,600,000 per year in lost margins resulting from energy conservation and declining customer usage. Rates must be revised to accurately reflect current market conditions.
- 6. Western has the lowest margins of Kentucky's major LDCs. These low margins provide an inadequate return on investment that cannot justify the expansion of service to new customers.
- 7. Western desires to avoid filing rate cases in the future. Past history has demonstrated that rate cases only provide temporary solutions to long-term problems. This filing is based on projected rather than historical costs, and a number of innovative rate proposals have been developed to allow Western a greater opportunity to earn its authorized rate of return each year and reduce the need to file cases in the future.
- 8. Current rate structures have produced an environment of high risk and low reward for Western. Rates for services must (a) recover their costs and (b) must reflect the underlying cost characteristics of those services. Fixed cost recovery should not be held captive to volumetric and weather sensitive rates. Current rates place too much of the responsibility for recovering fixed costs from commodity rates. Western cannot avoid its substantial fixed costs if volumes fail to meet projected test year levels. The Weather Normalization Adjustment (WNA) proposed by Western will provide more earnings stability in recovering the Company's fixed costs and provide more stable bills for the customer.

- 9. Industrial margins are increasingly being lost to negotiated contract rates driven by threatened bypass. Retention of contributions from large, high load factor customers toward our fixed costs benefits all ratepayers. Western has no means today to recover these lost revenues outside a rate case. The margin loss recovery mechanism proposed in this case would reduce the need to file future rate cases to recover these losses.
- 10. Residential rates do not recover the costs of providing residential service, even though most of Western's costs are attributable to serving residential customers. Western must have higher residential rates, with a greater cost recovery responsibility placed upon its fixed rate component versus its variable rate distribution charge.
- 11. Incremental residential facility costs exceed the historical costs embedded in current rates. Every new residential connection dilutes the Company's overall return on investment. Western proposes a new rate element to eliminate the chronic cycle of earnings dilution and deficiencies associated with residential growth by requiring "growth to pay for growth."
- 12. Western's charges for certain special services do not recover their service cost. Western proposes to recover these costs through charges applicable to those customers who cause or benefit from the costs being incurred.

2

# Western Kentucky Gas Company Case No. 99-070 Forecasted Test Period Filing Requirements FR10 (1)(b)2

# Description of Filing Requirement:

A statement that the utility's annual reports, including the annual report for the most recent calendar year, are on file with the Commission in accordance with 807 KAR 5;006, Section 3(1).

### Response:

Please refer to the testimony of Mr. Donald Burman.



3

`

,

RECYCLED 10% P.C.W.

# Western Kentucky Gas Company Case No. 99-070 Forecasted Test Period Filing Requirements FR 10(1)(b)3

# Description of Filing Requirement:

If the utility is incorporated, a certified copy of the utility's articles of incorporation and all amendments thereto or out of state documents of similar import. If the utility's articles of incorporation and amendments have already been filed with the commission in a prior proceeding, the application may state this fact making reference to the style and case number of the prior proceeding;

### Response:

See attached.

# CERTIFICATE OF CORPORATE SECRETARY OF ATMOS ENERGY CORPORATION

I, Shirley A. Morgan, the duly elected, qualified and acting Assistant Corporate Secretary of Atmos Energy Corporation, a Texas and Virginia corporation (the "Company"), do hereby certify as follows:

That attached hereto as Exhibit A and Exhibit B are true, correct and complete copies, certified by the Secretary of State of Texas and the State Corporation Commission of Virginia, respectively, of the Restated Articles of Incorporation of the Company, and all subsequent amendments thereto. The respective Articles of Incorporation have not, except as otherwise reflected in the attached Exhibit A and Exhibit B, been amended, modified or rescinded and are in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and seal of the Company hereto as of the 19<sup>th</sup> day of April, 1999.

Shirley A. Mørgan () Assistant Corporate Secretary



# The State of Texas

# SECRETARY OF STATE

IT IS HEREBY CERTIFIED that the attached is/are true and correct copies of the following described document(s) on file in this office:

ATMOS ENERGY CORPORATION FILE NO. 548953-0

RESTATED ARTICLES OF INCORPORATION ASSUMED NAME CERTIFICATE ARTICLES OF MERGER ARTICLES OF AMENDMENT CHANGE OF REGISTERED OFFICE AND/OR AGENT ARTICLES OF MERGER ASSUMED NAME CERTIFICATE ARTICLES OF MERGER ARTICLES OF AMENDMENT NOVEMBER 10, 1989 NOVEMBER 3, 1992 DECEMBER 22, 1993 FEBRUARY 9, 1995 MAY 22, 1995 NOVEMBER 29, 1995 JULY 29, 1997 JULY 29, 1997 FEBRUARY 17, 1999



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, on April 19, 1999.

Elton Bomer Secretary of State

RESTATED ARTICLES OF INCORPORATION OF ATMOS ENERGY CORPORATION

FILED In the Office of the Secretary of State of Texas NOV 1 0 1989

)

`} )

Į.

### ARTICLE ONE

Atmos Energy Corporation, pursuant to the provisions of Article 4.07 of the Texas Business Corporation Act, hereby adopts these Restated Articles of Incorporation, which accurately copy the Articles of Incorporation and all amendments thereto that are in effect to date and such Restated Articles of Incorporation contain no change in any provision thereof.

### ARTICLE TWO

These Restated Articles of Incorporation were adopted by resolution of the board of directors of the corporation on the 8th day of November, 1989.

### ARTICLE THREE

The Articles of Incorporation and all amendments and supplements thereto are hereby superseded by the following Restated Articles of Incorporation, which accurately copy the entire text thereof:

### ARTICLE I.

The name of the corporation shall be Atmos Energy Corporation (the "Corporation").

### ARTICLE II.

The purpose for which the Corporation is organized is the all which lawful business for transaction of any or corporations may be incorporated under the Texas Business Corporation Act, including, but not limited to, the following: the transportation and distribution of natural gas by pipeline as a public utility.

### ARTICLE III.

The post office address of the registered office of this Corporation is Three Lincoln Centre, Suite 1800, 5430 LBJ Freeway, Dallas, Texas 75246, and the registered agent for service of this Corporation at the same address is Don E. James.

### ARTICLE IV.

The period of the Corporation's duration shall be perpetual.

### ARTICLE V.

The Corporation shall not commence business until it has received for the shares consideration of the value of One Thousand Dollars (\$1,000) consisting of money, labor done or property actually received.

### ARTICLE VI.

The number of directors constituting the present board of directors is nine (9); however, thereafter the number of directors constituting the Board of Directors shall be fixed by the Bylaws of the Corporation. No director shall be removed during his term of office except for cause and by the affirmative vote of the holders of seventy-five percent (75%) of the shares then entitled to vote at an election of directors. The names and addresses of the persons who are to serve as directors until the next annual meeting of the shareholders or until their successors are duly elected and qualified are as follows:

### Name

Charles K. Vaughan

Travis W. Bain II

Paul L. Bell

Dan Busbee

Ronald L. Fancher

### Address

- ]

3

Three Lincoln Centre Suite 1800 5430 LBJ Freeway Dallas, TX 75246

502 Genesco Park Nashville, TN 37202

1401 Elm Street Suite 1818 Dallas, Texas 75202

2200 Ross Avenue Suite 2200 Dallas, TX 75201

1409 French Odessa, TX 79761 Phillip E. Nichol

John W. Norris, Jr.

William M. Quackenbush

Dewey G. Williams

P.O. Box 32500 Amarillo, TX 79120 P.O. Box 809000 Dallas, TX 75380

2315 Harmony Amarillo, TX 79106

P.O. Box 2759 Dallas, TX 75221

### ARTICLE VII.

### 1. Capitalization.

The aggregate number of shares which the Corporation shall have the authority to issue is Fifty Million (50,000,000) shares of Common Stock having no par value.

### 2. <u>Designation and Statement of Preferences</u>, Limitations and Relative Rights of Common Stock.

2.01 Subject to the provisions of the Texas Business Corporation Act and to the conditions set forth in any Resolution of the Board of Directors of the Corporation, such dividends (payable in cash, stock or otherwise) as may be determined by the Board of Directors may be declared and paid on the Common Stock from time to time out of any funds legally available therefor.

2.02 The holders of the Common Stock shall exclusively possess full voting power for the election of directors and for all other purposes. In the exercise of its voting power, the Common Stock shall be entitled to one vote for each share held.

### 3. Provisions Applicable to All Classes of Stock.

3.01 Subject to applicable law, the Board of Directors may in its discretion issue from time to time authorized but unissued shares for such consideration as it may determine. The shareholders shall have no pre-emptive rights, as such holders, to purchase any shares or securities of any class which may at any time be sold or offered for sale by the Corporation.

3.02 At each election for directors every shareholder entitled to vote at any meeting shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are directors to be elected.

-3-

Cumulative voting of shares of stock in the election of directors or otherwise is hereby expressly prohibited.

/ 1

3.03 The Corporation shall be entitled to treat the person in whose name any share or other security is registered as the owner thereof, for all purposes, and shall not be bound to recognize any equitable or other claim to or interest in such shares or other security on the part of any other person, whether or not the Corporation shall have notice thereof.

### 4. <u>Provisions Applicable to Certain Business</u> Combinations.

4.01 The affirmative vote of the holders of not less than seventy-five percent (75%) of the outstanding shares of "Voting Stock" (as hereinafter defined) held by stockholders other than a "Substantial Shareholder" (as hereinafter defined) shall be required for the approval or authorization of any "Business Combination" (as hereinafter defined) of the Corporation with any Substantial Shareholder; provided, however, that the seventy-five percent (75%) voting requirement shall not be applicable if either:

(i) The "Continuing Directors" (as hereinafter defined) of the Corporation by the affirmative vote of at least a majority (a) have expressly approved in advance the acquisition of the outstanding shares of Voting Stock that caused such Substantial Shareholder to become a Substantial Shareholder, or (b) have expressly approved such Business Combination either in advance of or subsequent to such Substantial Shareholder's having become a Substantial Shareholder; or

(ii) The cash or fair market value (as determined by at least a majority of the Continuing Directors) of the property, securities or other consideration to be received per share by holders of Voting Stock of the Corporation in the Business Combination is not less than the "Highest Per Share Price" or the "Highest Equivalent Price" (as these terms are hereinafter defined) paid by the Substantial Shareholder in acquiring any of its holdings of the Corporation's Voting Stock.

4.02 For purposes of this paragraph 4 of Article VII:

"Business Combination" shall term (i) The limitation, (a) any merger or without include. consolidation of the Corporation, or ar controlled by or under common control any entity with the Corporation, with or into any Substantial Shareholder, or any entity controlled by or under common control with the Substantial Shareholder, (b) any merger or consolidation of a Substantial Shareholder, or any entity controlled by

or under common control with the Corporation, (c) any sale, lease, exchange, transfer or other disposition of all or substantially all of the property and assets of the Corporation, or any entity controlled by or under common control with the Corporation, to a Substantial Shareholder, or any entity controlled by or under common control with the Substantial Shareholder, (d) any purchase, lease, exchange, transfer or other acquisition of all or substantially all of the property and assets of a Substantial Shareholder or any entity controlled by or under common control with the Corporation, (e) any recapitalization of the Corporation that would have the effect of increasing the voting power of a Substantial Shareholder, and (f) any agreement, contract or other arrangement providing for any of the transactions described in this definition of Business Combination. 2

(ii) The term "Substantial Shareholder" shall mean and include any individual, corporation, partnership or other person or entity which, together with its "Affiliates" and "Associates" (as those terms are defined in Rule 12b-2 of the General Rules and Regulations promulgated under the Securities Exchange Act of 1934 (the "Exchange Act") as in effect at the date of the adoption hereof), "Beneficially Owns" (as defined in Rule 13d-3 of the Exchange Act) an aggregate of 10 percent or more of the outstanding Voting Stock of the Corporation, and any Affiliate or Associate of any such individual, corporation, partnership or other person or entity.

(iii) Without limitation, any share of Voting Stock of the Corporation that any Substantial Shareholder has the right to acquire at any time (notwithstanding that Rule 13d-3 of the Exchange Act deems such shares to be beneficially owned only if such right may be exercised within 60 days) pursuant to any agreement, or upon exercise of conversion rights, warrants or options, or otherwise, shall be deemed to be Beneficially Owned by the Substantial Shareholder and to be outstanding for purposes of clause (ii) above.

(iv) For the purposes of subparagraph 4.01(ii) of this paragraph 4 of Article VII, the term "other consideration to be received" shall include, without limitation, Common Stock or other capital stock of the Corporation retained by its existing stockholders other than Substantial Shareholders or other parties to such Business Combination in the event of a Business Combination in which the Corporation is the surviving corporation.

(v) The term "Voting Stock" shall mean all of the outstanding shares of Common Stock entitled to vote on each matter on which the holders of record of Common

Stock shall be entitled to vote, and each reference to a proportion of shares of Voting Stock shall refer to such proposition of the votes entitled to be cast by such shares.

1 1

.'

1

.5

(vi) The term "Continuing Director" shall mean a Director who was a member of the Board of Directors of the Corporation immediately prior to the time that the Substantial Shareholder involved in a Business Combination became a Substantial Shareholder.

(vii) A Substantial Shareholder shall be deemed to have acquired a share of the Voting Stock of the Corporation at the time when such Substantial Shareholder became the Beneficial Owner thereof. With respect to the shares owned by Affiliates, Associates or other persons is attributed whose ownership to а Substantial Shareholder under the foregoing definition of Substantial Shareholder, if the price is paid by such Substantial Shareholder for such shares is not determinable by a majority of the Continuing Directors, the price so paid shall be deemed to be the higher of (a) the price paid upon the acquisition thereof by the Affiliate, Associate or other person or (b) the market price of the shares in question at the time when the Substantial Shareholder became the Beneficial Owner thereof.

(viii) The terms "Highest Per Share Price" and "Highest Equivalent Price" as used in this paragraph 4 of Article VII shall mean the highest price that can be determined to have been paid at any time by the Substantial Shareholder for any share or shares of that class of capital stock. If there is more than one class capital stock of the Corporation issued and of outstanding, the Highest Equivalent Price shall mean with respect to each class and series of capital stock of the Corporation the amount determined by a majority of the Continuing Directors, on whatever basis they believe is appropriate, to be the highest per share price equivalent to the highest price that can be determined to have been paid at any time by the Substantial Shareholder for any share or shares of any class or series of capital stock of the Corporation. In determining the Highest Per Share Price and Highest Equivalent Price, all purchases by the Substantial Shareholder shall be taken into account regardless of whether the shares were purchased before or after the Substantial Shareholder became a Substantial Shareholder. The Highest Per Share Price and the Highest Equivalent Price shall include any brokerage commissions, transfer taxes and soliciting dealers' fees paid by the Substantial Shareholder with respect to the shares of capital stock of the Corporation acquired by the Substantial Shareholder. In the case of any Business

Combination with a Substantial Shareholder, the Continuing Directors shall determine the Highest Per Share Price or the Highest Equivalent Price for each class and series of the capital stock of the Corporation.

4.03 The provisions set forth in this paragraph 4 of Article VII may not be amended, altered, changed or repealed in any respect unless such action is approved by the affirmative vote of the holders of not less than seventy-five percent (75%) of the outstanding shares of Voting Stock (as defined in this Article VII) of the Corporation at a meeting of the shareholders duly called for the consideration of such amendment, alteration, change or repeal; provided, however, that if there is a Substantial Shareholder (as defined in this Article VII), such action must also be approved by the affirmative vote of the holders of not less than seventy-five percent (75%) of the outstanding shares of Voting Stock held by the shareholders other than the Substantial Shareholder.

### ARTICLE VIII.

The power to alter, amend or repeal the Corporation's bylaws, and to adopt new bylaws, is hereby vested in the Board of Directors, subject, however, to repeal or change by the affirmative vote of the holders of seventy-five percent (75%) of the outstanding shares entitled to vote thereon.

### ARTICLE IX.

The Corporation shall indemnify, to the fullest extent permitted by law, any person who was, is, or is threatened to be made a named defendant or respondent in any threatened, pending, or completed action, suit, or proceeding, whether administrative, arbitrative, or criminal, civil, investigative, any appeal in such action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding, by reason of the fact that such person is or was a director or officer of the Corporation, or, while such person was a director of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, or similar functionary of another corporation, agent, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses (including attorney's fees) actually incurred by such person in connection with such action, suit, or proceeding. In addition to the foregoing, the Corporation shall, upon request of any such person described above and to the fullest extent permitted by law, pay or reimburse the reasonable expenses incurred by such person in any action, suit, or proceeding described above in advance of the final disposition of such action, suit, or proceeding.

No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for an act or omission in such director's capacity as a director, except for liability for (i) a breach of the director's duty of loyalty to the Corporation or its shareholders; (ii) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; (iv) an act or omission for which the liability of a director is expressly provided by statute; or (v) an act related to an unlawful stock repurchase or payment of a dividend. If the laws of the State of Texas are hereafter amended to authorize corporate action further eliminating or limiting the personal liability of a director of the Corporation, then the liability of a director of the Corporation shall thereupon automatically be eliminated or limited to the fullest extent permitted by Any repeal or modification of this Article X by such laws. the shareholders of the Corporation shall not adversely affect any right or protection of a director existing at the time of such repeal or modification with respect to such events or circumstances occurring or existing prior to such time.

DATED: November 8, 1989.

ATMOS ENERGY CORPORATION

Charles K. Vaughań President

FILED In the Office of the Secretary of State of Texas

5

1 1

3

1

#### ASSUMED NAME CERTIFICATE

# FOR AN INCORPORATED BUSINESS OR PROFESSION NOV 0 4 1992

1

3

·

I.

The assumed name under which the business or professional service is or is to be conducted or rendered is WESTERN KENTUCKY GAS COMPANY.

#### II.

The name of the incorporated business or profession as stated in its Articles of Incorporation or comparable document is ATMOS ENERGY CORPORATION, and the charter number or certificate of authority number is 548953.

#### III.

The state, country, or other jurisdiction under the laws of which it was incorporated is Texas, and the address of its registered or similar office in that jurisdiction is Three Lincoln Centre, Suite 1800, 5430 LBJ Freeway, Dallas, Texas 75240.

#### IV.

The period, not to exceed ten years, during which the assumed name will be used is ten years.

#### v.

The corporation is a business corporation.

VI.

The address of the registered office is Three Lincoln Centre, Suite 1800, 5430 LBJ Freeway, Dallas, Texas 75240, and the name of its registered agent at such address is DON E. JAMES. The address of the principal office is the same as stated above.

#### VII.

The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are all counties.

ATMOS ENERGY CORPORATION, a Texas Corporation

DON E. JAMES Senior Vice President & General Counsel

7 7 1 7 7 1 6

BEFORE ME, on this 2nd day of <u>Counter</u>, 1992, personally appeared DON E. JAMES, Senior Vice President and General Counsel, and acknowledged to me that he executed the foregoing certificate for the purposes therein expressed.

SUZANNE JOHNSON Notary Public, State of Toxas My Commission Expires 07-17-1994 စီးလာသလာသလာသလာသလာသလာသ

magi NOTARY PUBLIC

JOHN.SON 1 CIZANNE Name (printed) My commission expires: 7-17-94

ARTICLES OF MERGER

2

5

OF

FILED In the Office of the Secretary of State of Texas

1 4

1/55005

GREELEY GAS ACQUISITION CORPORATION

DEC 221993

Corporations Section

#### INTO

#### ATMOS ENERGY CORPORATION

Pursuant to the provisions of Article 5.16 of the Texas Business Corporation Act, Atmos Energy Corporation, a corporation organized under the laws of the State of Texas (the "Surviving Corporation") and owner of all of the shares of Greeley Gas Acquisition Corporation, a corporation organized under the laws of the State of Colorado (the "Subsidiary Corporation"), hereby executes the following Articles of Merger:

1. The names of the parent and subsidiary corporations and the respective jurisdictions under which each is organized is as follows:

Name of Parent Corporation	State
Atmos Energy Corporation	Texas
Name of Subsidiary Corporation	State
Greeley Gas Acquisition Corporation	Colorado

2. The number of outstanding shares of each class of the Subsidiary Corporation and the number of shares of each class owned by the Surviving Corporation is:

Number of Shares

<u>Class</u>	Number of Shares Outstanding	Owned by Surviving Corporation
Common Stock, without par value per share	1,000	1,000

3. Attached hereto as Exhibit A is a copy of the resolutions of the Board of Directors of Atmos Energy Corporation to merge the Subsidiary Corporation with and into the Surviving Corporation. Such resolutions were adopted as of December 22, 1993.

DATED as of this 22nd day of December, 1993.

ATMOS ENERGY CORPORATION Kohendo -By: Ronald L. Fancher (62) President and Chief Operating Officer

7 5

ē.

 $\left( \right)$ 

500

5

4 5

a:greeley3\artmerg2.gac 121593sam.cdd

#### EXHIBIT A

0

J

3

5

υ

#### RESOLUTIONS AND PLAN OF MERGER

RESOLVED, that Atmos Energy Corporation, as the sole shareholder of Greeley Gas Acquisition Corporation, a Colorado corporation (the "Subsidiary Corporation"), does hereby authorize and approve the merger of the Subsidiary Corporation into Atmos Energy Corporation, pursuant to Section 7-7-106 of the Colorado Corporation Code, Article 5.16 of the Texas Business Corporation Act, and the Plan of Merger, as set forth herein, with Atmos Energy Corporation (the "Surviving Corporation") being the surviving corporation in such merger upon the following terms and conditions:

#### I. Effective Date of the Merger

At the effective date of the Merger, the separate existence of the Subsidiary Corporation shall cease and shall be merged into the Surviving Corporation. This merger shall become effective upon the filing of Articles of Merger with the Secretaries of State of the States of Texas and Colorado (herein called the "Effective Date of the Merger").

II. Bylaws

The Bylaws of the Surviving Corporation at the Effective Date of the Merger shall be the Bylaws of the Surviving Corporation until the same shall be altered or amended in accordance with the provisions thereof.

#### III. Directors and Officers

The Directors of the Surviving Corporation at the Effective Date of the Merger shall be the directors of the Surviving Corporation until their respective successors are duly elected and qualified. Subject to the authority of the Board of Directors as provided by law and the Bylaws of the Surviving Corporation, the officers of the Surviving Corporation at the Effective Date of the Merger shall be the officers of the Surviving Corporation.

#### IV. Conversion of Shares in the Merger

The presently issued and outstanding shares of capital stock of the Subsidiary Corporation, all of which are owned by the Surviving Corporation, shall be surrendered and cancelled and no shares of the Surviving Corporation shall be issued in exchange therefor.

#### V. Articles of Incorporation

The Articles of Incorporation of the Surviving Corporation shall remain as in effect at the Effective Date of the Merger and shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

#### VI. Effect of Merger

The Merger shall have the effects set forth in the applicable provisions of the Texas Business Corporation Act and the Colorado Corporation Code.

5

2

5

1

FURTHER RESOLVED, that this Plan of Merger shall also constitute a Plan of Liquidation of a wholly-owned subsidiary corporation under Section 332 of the Internal Revenue Code of 1986, as amended; and

FURTHER RESOLVED, that the officers of the Surviving Corporation be, and each (acting alone) hereby is, authorized and empowered, in the name and on behalf of the Surviving Corporation, to do or cause to be done, all things, and to sign, execute, certify to, verify, acknowledge, deliver, accept, file, and record any and all such documents as, in the judgment of any such officer, shall be necessary, desirable, or appropriate in order to effect the Merger of the Subsidiary Corporation with and into the Surviving Corporation or otherwise to effectuate the purposes of these resolutions.

a:greeley3\resplan.doc 121593sam.cdd ARTICLES OF AMENDMENT TO THE RESTATED ARTICLES OF INCORPORATION OF

#### ATMOS ENERGY CORPORATION

1

**Corporations Section** 

i.B

FEB () 9 1995

Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act, the undersigned corporation (hereinafter referred to as the "Corporation") adopts the following Articles of Amendment to its Restated Articles of Incorporation, which increase the number of authorized shares of the common stock of the Corporation.

#### ARTICLE ONE

The name of the Corporation is Atmos Energy Corporation.

#### ARTICLE TWO

The following amendment to the Restated Articles of Incorporation was adopted by the shareholders of the Corporation on February 8, 1995:

Section 1 of Article VII of the Restated Articles of Incorporation be amended to read as follows:

"The aggregate number of shares which the Corporation shall have the authority to issue is Seventy-Five Million (75,000,000) shares of Common Stock having no par value."

#### ARTICLE THREE

The number of shares of the Corporation outstanding as of the record date was 15,347,247.011 and the number of shares entitled to vote on the amendment was 15,347,247.011.

#### ARTICLE FOUR

The number of shares voting for the amendment to increase the number of authorized shares of common stock of the Corporation was 12,894,385, the number of shares voting against such amendment was 935,221, and the number of shares abstaining was 155,534.

DATED: February 8, 1995.

ATMOS ENERGY CORPORATION By:

Ronald L. Fancher President and Chief Executive Officer

a:\doc\article.doc 020895gab.ss FILED

In the Office of the Secretary of State of Texas

FILED In the Office of the Secretary of State of Texas

# STATEMENT OF CHANGE OF REGISTERED OFFICE MAY 2 2 1995 OR REGISTERED AGENT, OR BOTH, BY A TEXAS Corporations Section

1. The name of the corporation is ATMOS ENERGY CORPORATION.

2. The address, including street and number, of its present registered office as shown in the records of the Secretary of State of the State of Texas is Three Lincoln Centre, Suite 1800, 5430 LBJ Freeway, Dallas, Texas 75240.

3. The name of its registered agent, as shown in the records of the Secretary of State of the State of Texas prior to the filing of this statement is Don E. James.

4. The name of its registered agent is to be changed to Glen A. Blanscet.

5. The address of its registered office and the address of the business office of its registered agent will be identical.

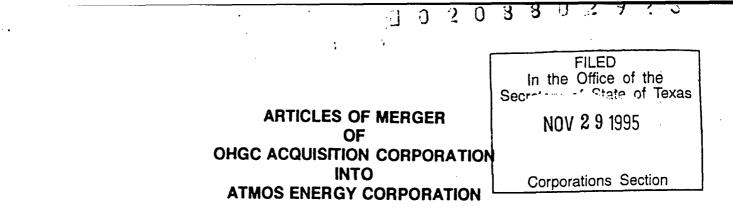
6. Such change was authorized by the board of directors of the undersigned corporation.

DATED: May 15, 1995.

## ATMOS ENERGY CORPORATION

By:

Glen A. Blanscet, Vice President, General Counsel and Corporate Secretary



Pursuant to the provisions of Article 5.16 of the Texas Business Corporation Act, Atmos Energy Corporation, a corporation organized under the laws of the State of Texas (the "Surviving Corporation"), and owner of all of the shares of OHGC Acquisition Corporation, a corporation organized under the laws of the State of Texas (the "Subsidiary Corporation"), hereby executes and adopts the following Articles of Merger:

#### ARTICLE ONE

The name of the parent and subsidiary corporations and the jurisdictions under which each is organized is as follows:

Parent Corporation	<u>State</u>
Atmos Energy Corporation	Texas
Subsidiary Corporation	<u>State</u>
OHGC Acquisition Corporation	Texas

#### ARTICLE TWO

The number of outstanding shares of each class of the Subsidiary Corporation and the number of shares of each class of the Subsidiary Corporation owned by the Surviving Corporation is as follows:

Class

Number of Shares Outstanding Number of Shares Owned by the Surviving Corporation

Common Stock, par value \$1.00 per share

1,000

1

1,000

#### ARTICLE THREE

Attached hereto as <u>Exhibit A</u> is a copy of the resolutions of the Board of Directors of Atmos Energy Corporation approving the merger of the Subsidiary Corporation with and into the Surviving Corporation. Such resolutions were adopted on October 17, 1995.

DATED: November 29, 1995

#### ATMOS ENERGY CORPORATION

By: 4

Robert F. Stephens President and Chief Operating Officer

a:Oceana\merger2.art SL

2

#### EXHIBIT "A"

RESOLVED, that the President or the Executive Vice President and Chief Financial Officer of the Company be, and hereby is, authorized and directed to execute and deliver, for and on behalf of and in the name of the Company, the Reorganization Agreement, in substantially the form submitted to the directors at this meeting and attached to the minutes of this meeting, with such changes thereto as the officer executing the same may, in his sole discretion, deem necessary, appropriate, or desirable, pursuant to which the Company will acquire Oceana in a tax-free merger (the "Merger") of Oceana with and into Acquisition, followed by a statutory merger of Acquisition with and into the Company, and all of the outstanding shares of Oceana will be converted into the right to receive whole shares (and cash in lieu of fractional shares) of the common stock, no par value, of the Company (the "Atmos Common Stock") with a market value (determined in the manner set forth in the Reorganization Agreement) equal to \$6,438,000 (the "Purchase Price"); and

FURTHER RESOLVED, that, after the closing of the Proposed Transaction, the Company shall merge Acquisition, a wholly owned subsidiary of the Company, into the Company, with the Company being the surviving corporation, in accordance with the requirements of Article 5.16 of the Texas Business Corporation Act and that the proper officers of the Company be, and hereby are, authorized and empowered, in the name and on behalf of the Company, to do or cause to be done all things, and to sign, execute, certify to, verify, acknowledge, deliver, accept, file, and record any and all such documents, as, in the sole judgement of any such officer, shall be necessary, desirable, or appropriate in order to effect the merger of Acquisition with and into the Company or otherwise to effectuate the purpose of this resolution.



# COMPTROLLER OF PUBLIC ACCOUNTS STATE OF TEXAS AUSTIN, 78774

ڻ

#### CERTIFICATION OF ACCOUNT STATUS

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

I, John Sharp, Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY that according to the current records of this office

#### OHGC ACQUISITION CORPORATION

is out of business, that all required reports for taxes administered by the Comptroller have been filed and that taxes due on those reports have been paid. This certificate may be used for the purpose of dissolution, merger or withdrawal with the Texas Secretary of State.

This certificate is valid through 12-31-96.

GIVEN UNDER MY HAND AND SEAL OF OFFICE in the City of Austin, this 22nd day of NOVEMBER, 1995 A.D.

JOHN SHARP Comptroller of Public Accounts

Form 05-305 (Rev.10-93/7)

Charter/COA number: 013626247-0

### 0 2 4 2 4 0 1 2 3 3

FILED in the Office of the Secretary of State of Texas JUL 2 9 1997

# ASSUMED NAME CERTIFICATE

Corporations Section

- 1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application for certificate of authority or comparable document is <u>Atmos Energy Corporation</u>.
- 2. The assumed name under which the business or professional service is or is to be conducted or rendered is <u>United Cities Gas Company.</u>
- 3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is <u>Texas</u>, and the address of its registered or similar office in that jurisdiction is <u>Texas 5430 LBJ Freeway</u>, <u>Suite 1800</u>, <u>Dallas, TX 75240</u>.
- 4. The period, not to exceed 10 years, during which the assumed name will be used is **10 years.**
- 5. The entity is a (check one):

Business CorporationNon-Profit CorporationProfessional CorporationProfessional AssociationLimited Liability CompanyLimited PartnershipRegistered Limited Liability Partnership

If the entity is some other type of incorporated business, professional or other association, please specify below:

6. If the entity is required to maintain a registered office in Texas, the address of the registered office is <u>5430 LBJ Freeway</u>, <u>Suite 1800</u>, <u>Dallas</u>, <u>Texas</u> <u>75240</u> and the name of its registered agent at such address is <u>Glen A. Blanscet</u>. The address of the principal office (if not the same as the registered office is \_\_\_\_\_

- 7. If the entity is not required to or does not maintain a registered office in Texas, the office address in Texas is \_\_\_\_\_\_\_ and if the entity is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is \_\_\_\_\_\_\_ and the office address elsewhere is \_\_\_\_\_\_
- 8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or "ALL EXCEPT"): <u>ALL</u>

Atmos Energy Corporation

Bv:

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity Glen A. Blanscet, Vice President

?

5

1

State of Texas

County of Dallas

Before me, the undersigned authority, on this day personally appeared Glen A. Blanscet known to me to be the person who signed the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes therein expressed.

Given under my hand and seal of office on this <u>29</u> day of <u>July</u> 1997.

(Notary Seal)



Notary Public

Revised 6/96

#### ARTICLES OF MERGER

In the Office of the Secretary of State of Texas

JUL 2 9 1997

CORPORATIONS SECTION

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act, United Cities Gas Company, an Illinois corporation ("United Cities Illinois"), United Cities Gas Company, a Virginia corporation ("United Cities Virginia"), and Atmos Energy Corporation, a Texas corporation ("Atmos"), hereby execute the following Articles of Merger for the purpose of merging United Cities Illinois and United Cities Virginia with and into Atmos:

#### ARTICLE I

Attached hereto and made a part hereof for all purposes as Exhibit A is a Plan of Merger (the "Plan") providing for the merger of United Cities Illinois and United Cities Virginia with and into Atmos, with Atmos being the surviving corporation incorporated under the laws of Texas and Virginia. The Plan has been approved by the shareholders of United Cities Illinois in the manner prescribed by the laws of Illinois, by the shareholders of United Cities Virginia in the manner prescribed by the laws of Virginia and by the shareholders of Atmos in the manner prescribed by the Texas Business Corporation Act.

#### ARTICLE II

The number of outstanding shares of the only classes of stock of Atmos, United Cities Illinois and United Cities Virginia entitled to vote on the Plan are as follows:

<u>Corporation</u>	Number of Shares Outstanding	Class of Shares
Atmos	16,029,581	Common Stock
United Cities Illinois	13,174,794	Common Stock
United Cities Virginia	13,174,794	Common Stock

#### <u>ARTICLE III</u>

The number of outstanding shares of Atmos, United Cities Illinois and United Cities Virginia voted for and against the Plan are as follows:

<u>Corporation</u>	Total Voted <u>For</u>	Total Voted <u>Against</u>	Class of <u>Shares</u>
Atmos	13,618,535	129,859	Common Stock
United Cities Illinois	9,445,280	64,096	Common Stock
United Cities Virginia	9,445,280	64,096	Common Stock

#### ARTICLE IV

The Plan and the performance of its terms were duly authorized by Atmos, United Cities Illinois and United Cities Virginia by all action required by the respective laws under which they were incorporated or organized and by their respective constituent documents.

#### ARTICLE V

The merger will become effective at 11:59 p.m., Eastern time, on July 31, 1997, in accordance with the provisions of Article 10.03 of the Texas Business Corporation Act.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed in its name and on its behalf by a duly authorized officer as of the 29 day of July, 1997.

# ATMOS ENERGY CORPORATION, a Texas corporation

ert W. B By:

Robert W. Best Chairman, President and Chief Executive Officer

UNITED CITIES GAS COMPANY, an Illinois corporation

Juni. Koodel Bv:

Gene C. Koonce Chairman of the Board, President and Chief Executive Officer

UNITED CITIES GAS COMPANY, a Virginia corporation

By:

Gene C. Koonce Chairman of the Board, President and Chief Executive Officer

- 2 -

#### PLAN OF MERGER

This PLAN OF MERGER (this "Plan") by and between ATMOS ENERGY CORPORATION, a Texas corporation ("Atmos"), and UNITED CITIES GAS COMPANY, an Illinois and Virginia corporation ("United Cities"). Pursuant to this Plan, United Cities shall be merged with and into Atmos, with Atmos as the surviving corporation (the "Merger"), and the outstanding capital stock of United Cities shall be converted into the right to receive shares of capital stock of Atmos.

#### WITNESSETH:

WHEREAS, Atmos is a corporation duly organized and existing under the laws of the State of Texas, and United Cities is a corporation duly organized and existing under the laws of the States of Illinois and Virginia;

WHEREAS, Atmos and United Cities have entered into an Agreement and Plan of Reorganization dated July 19, 1996, as amended by Amendment No. 1 to Agreement and Plan of Reorganization dated October 3, 1996 (the "Reorganization Agreement"), which contemplates the merger of United Cities with and into Atmos, with Atmos as the surviving corporation as provided in this Plan; and

WHEREAS, the respective Boards of Directors of Atmos and United Cities have duly authorized the execution of this Plan and have directed that the Merger be submitted to their respective shareholders for a vote in accordance with the requirements of the Texas Business Corporation Act, the Illinois Business Corporation Act, and the Virginia Stock Corporation Act, the Boards of Directors and shareholders of Atmos and United Cities have approved the Merger, and the Board of Directors and shareholders of Atmos have authorized the issuance of shares of the common stock, no par value, of Atmos (the "Atmos Stock") in connection with the Merger;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

#### ARTICLE I

#### MERGER OF UNITED CITIES INTO ATMOS

SECTION 1.01 *The Merger*. In accordance with the Texas Business Corporation Act, the Illinois Business Corporation Act, and the Virginia Stock Corporation Act, United Cities shall be merged with and into Atmos at the effective time of the Merger (as defined below). Following the Merger, the separate corporate existence of United Cities shall cease and Atmos shall be the surviving corporation, organized under the laws of the State of Texas and the Commonwealth of Virginia (the "Surviving Corporation").

#### SECTION 1.02 Effects of the Merger.

(a) The Merger shall have the effects set forth in the applicable provisions of the Texas Business Corporation Act, the Illinois Business Corporation Act, and the Virginia Stock Corporation Act. Without limiting the generality of the foregoing sentence, and subject thereto, at the Effective Time, by operation of law, all of the property, rights, privileges, powers and franchises of United Cities and Atmos shall vest in the Surviving Corporation, and all debts, liabilities and obligations of United Cities and Atmos shall be assumed by the Surviving Corporation and shall become the debts, liabilities and obligations of the Surviving Corporation.

(b) If, at any time after the Merger, the Surviving Corporation shall deem it necessary to obtain further assignments or documents to vest, perfect, confirm or record in the Surviving Corporation title to any property or rights of United Cities acquired as a result of the Merger, United Cities hereby authorizes the officers and directors of the Surviving Corporation or its successors to execute and deliver on behalf of and in the name of United Cities all such proper deeds, assignments and other instruments and to do all things necessary and proper to vest, perfect, confirm or record title to such property or rights in the Surviving Corporation or its successor.

#### SECTION 1.03 Articles of Incorporation; Bylaws.

(a) The Restated Articles of Incorporation of Atmos, as in effect immediately prior to the Effective Time, shall be amended as provided herein, and such Restated Articles of Incorporation, as so amended, shall be the Articles of Incorporation of the Surviving Corporation, without any other modification or amendment until thereafter amended as provided by law. A copy of the Restated Articles of Incorporation of Atmos as amended hereby is attached hereto as Exhibit A.

(b) The text of Article One, Article Two and Article Three of the Restated Articles of Incorporation of Atmos shall be amended and restated in their entirety to read as follows:

#### **\*ARTICLE ONE**

Atmos Energy Corporation, pursuant to the provisions of Article 4.07 of the Texas Business Corporation Act, adopted Restated Articles of Incorporation, which accurately copied the Articles of Incorporation and all amendments thereto that were in effect to date and such Restated Articles of Incorporation contained no change in any provision thereof.

#### ARTICLE TWO

Such Restated Articles of Incorporation were adopted by resolution of the board of directors of the corporation on the 8th day of November, 1989.

#### ARTICLE THREE

The Restated Articles of Incorporation have been further amended pursuant to that certain Plan of Merger by and between Atmos Energy Corporation and United Cities Gas Company, an Illinois and Virginia corporation. The Articles of Incorporation and all amendments and supplements thereto as superseded by the Restated Articles of Incorporation and as amended pursuant to the Plan of Merger are as follows:"

(c) The text of Article II of the Restated Articles of Incorporation of Atmos shall be amended and restated in its entirety to read as follows:

"The purposes for which the Corporation is organized are the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act, including, but not limited to, the transportation and distribution of natural gas by pipeline as a public utility, except that with respect to the Commonwealth of Virginia, the Corporation may only conduct such business as is permitted to be conducted by a public service company engaged in the transportation and distribution of natural gas by pipeline."

(d) The text of Article III of the Restated Articles of Incorporation of Atmos shall be amended and restated in its entirety to read as follows:

#### "ARTICLE III.

The Corporation is incorporated in the State of Texas and the Commonwealth of Virginia. The post office address of the registered office of this Corporation in the State of Texas is Three Lincoln Centre, Suite 1800, 5430 LBJ Freeway, Dallas, Texas 75240, and the registered agent for service of this Corporation at the same address is Glen A. Blanscet. The post office address of the registered office of this Corporation in the Commonwealth of Virginia is Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219-4074, and the registered agent for service of this Corporation at the same address is Allen C. Goolsby, III, such registered agent being a resident of the Commonwealth of Virginia and a member of the Virginia State Bar."

\$

5

(e) The text of Article VI of the Restated Articles of Incorporation of Atmos shall be amended and restated in its entirety to read as follows:

#### "ARTICLE VI.

1. <u>Number of Directors</u>. The number of directors constituting the present board of directors is thirteen (13); however, thereafter the number of directors constituting the Board of Directors shall be fixed by the Bylaws of the Corporation. No director shall be removed during his term of office except for cause and by the affirmative vote of the holders of seventy-five percent (75%) of the shares then entitled to vote at an election of directors. The names and addresses of the persons who are to serve as directors until the next annual meeting of the shareholders or until their successors are duly elected and qualified are as follows:

Name

Travis W. Bain II

Robert W. Best

Dan Busbee

Richard W. Cardin

Thomas J. Garland

Gene C. Koonce

#### Address

2001 Coit Road Suite 130 Plano, TX 75075

Three Lincoln Centre Suite 1800 5430 LBJ Freeway Dallas, Texas 75240

2200 Ross Avenue Suite 2200 Dallas, TX 75201

107 Sheffield Court Nashville, TN 37215

Tusculum College McCormick Hall, 1st Floor Greeneville, TN 37743

5300 Maryland Way Brentwood, TN 37027

- 4 -

#### Name

Vincent Lewis

Thomas C. Meredith

Phillip E. Nichol

Carl S. Quinn

Lee E. Schlessman

Charles K. Vaughan

Richard Ware II

Address

Meadows Office Complex 301 Route #17, North Rutherford, NJ 07070

Western Kentucky University Bowling Green, KY 42101

301 Commerce Suite 2800 Ft. Worth, TX 76102

14 East 75th Street, #8B New York, NY 10021

1301 Pennsylvania Street Penn Center Suite 800 Denver, CO 80203

Three Lincoln Centre Suite 1800 5430 LBJ Freeway Dallas, TX 75240

Plaza One/Box One Amarillo, TX 79105

2. Election and Term. The directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. At each annual meeting of shareholders, successors to the class of directors whose term expires at that annual meeting shall be elected for a three-year term. Directors shall be elected by a majority vote of the shares of the Common Stock entitled to vote in the election of directors and represented in person or by proxy at a meeting of shareholders at which a quorum is present. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional director of any class elected by the shareholders to fill a vacancy resulting from an increase in such class, but in no case will a decrease in the number of directors shorten the term of any incumbent director. A director shall hold office until the annual meeting for the year in which his term expires and until his successor shall be duly elected and qualified, subject, however, to prior death, resignation, retirement, disqualification or removal from office."

(f) The text of Subsection 2.01 of Article VII of the Restated Articles of Incorporation of Atmos shall be amended and restated in its entirety as follows:

"2.01 Subject to the provisions of law, including the Texas Business Corporation Act and the Virginia Stock Corporation Act and to the conditions set forth in any resolution of the Board of Directors of the Corporation, such dividends (payable in cash, stock or otherwise) as may be determined by the Board of Directors may be declared and paid on the Common Stock from time to time out of any funds legally available therefor."

(g) The text of Article X of the Restated Articles of Incorporation of Atmos shall be amended and restated in its entirety as follows:

#### **"ARTICLE X.**

No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for an act or omission in such director's capacity as a director, except for liability for (i) a breach of the director's duty of loyalty to the Corporation or its shareholders; (ii) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; (iv) an act or omission for which the liability of a director is expressly provided by statute; or (v) an act related to an unlawful stock repurchase or payment of a dividend. If the laws of the State of Texas or the Commonwealth of Virginia are hereafter amended to authorize corporate action further eliminating or limiting the personal liability of a director of the Corporation, then the liability of a director of the Corporation shall thereupon automatically be eliminated or limited to the fullest extent permitted by the laws of the State of Texas and the Commonwealth of Virginia. Any repeal or modification of this Article X by the shareholders of the

Corporation shall not adversely affect any right or protection of a director existing at the time of such repeal or modification with respect to such events or circumstances occurring or existing prior to such time."

(h) The Bylaws of Atmos, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation, without any modification or amendment until thereafter amended as provided by law.

#### SECTION 1.04 Directors and Officers.

(a) At the Effective Time, the number of directors of the Surviving Corporation shall be thirteen (13), and thereafter shall be set in the manner provided in the Bylaws of the Surviving Corporation. The directors of the Surviving Corporation shall be the nine (9) directors of Atmos in office at and as of the Effective Time and the following four (4) former directors of United Cities: Messrs. Gene C. Koonce, Vincent Lewis, Thomas J. Garland and Richard W. Cardin. Each of the Atmos directors in office prior to the Effective Time shall continue to serve in the class and for the term that he was serving at and as of the Effective Time, and the following directors shall serve in the classes and for the terms indicated: Mr. Koonce (Class I, with a term expiring in 1999); Mr. Lewis (Class I, with a term expiring in 1999); Mr. Cardin (Class II, with a term expiring in 2000); and Mr. Garland (Class III, with a term expiring in 1998). All of such directors shall remain in office until their respective successors are duly elected or appointed and qualified.

(b) The officers of Atmos in office at and as of the Effective Time shall remain the officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

#### ARTICLE II

#### **CONVERSION AND EXCHANGE OF SHARES**

SECTION 2.01 Conversion of Shares. (a) At and as of the Effective Time, each outstanding share of the common stock of United Cities (the "United Cities Stock") automatically shall become and be converted into the right to receive one (1) share of Atmos Stock (as the same may be adjusted in accordance with the terms hereof). The exchange ratio set forth in the immediately preceding sentence shall be appropriately and proportionately adjusted in the event of any stock dividend on, or stock split or stock combination of, or any other like change in the Atmos Stock or the United Cities Stock based on a record date occurring during the period from July 19, 1996 until immediately prior to the Effective Time.

-7-

(b) At and as of the Effective Time, each share of the United Cities Stock then held in the treasury of United Cities, if any, shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled without payment of any consideration therefor and without any conversion thereof.

3

(c) No fraction of a share of Atmos Stock will be issuable upon the conversion of shares of United Cities Stock in the Merger. Instead, each shareholder of United Cities who but for this provision would be entitled to a fractional share of Atmos Stock shall, upon surrender to Atmos' Paying Agent (as hereinafter defined) of his certificate or certificates formerly representing shares of United Cities Stock (each, an "Old Certificate"), receive in lieu of such fractional share, and without interest, a cash amount determined by multiplying such fraction by the average of the closing sale prices for a share of Atmos Stock, as reported on the NYSE, for the five (5) business days prior to the date on which the Effective Time shall occur.

SECTION 2.02 Exchange of Certificates. (a) Following the Effective Time, the shareholders of United Cities shall deliver to the Paying Agent their Old Certificates. Upon surrender to the Paying Agent of outstanding Old Certificates, the holder of such Old Certificate or Old Certificates shall receive in exchange therefor a certificate (a "New Certificate") representing whole shares of the Atmos Stock (the "Atmos Shares") and cash in lieu of fractional shares in accordance with the provisions of Sections 2.01(a) and 2.01(c) of this Plan. Until so surrendered and exchanged, each Old Certificate shall be deemed at and after the Effective Time to represent only the right to receive upon such surrender a New Certificate representing Atmos Shares into which the shares of United Cities Stock are converted, and cash in lieu of fractional shares, pursuant to this Plan shall be deemed to have been issued and paid in full satisfaction of all rights pertaining to such United Cities Stock.

(b) The New Certificates representing the Atmos Shares to be issued in connection with the Merger shall in each case be issued to the person in whose name the surrendered Old Certificate or Old Certificates is or are registered. A restrictive legend shall be placed on the New Certificates representing those Atmos Shares issued to persons who (i) were affiliates of United Cities prior to the Merger, and/or (ii) become affiliates of Atmos after the Merger, and a notation shall be made in the appropriate records of Atmos, indicating that the shares represented thereby are subject to certain restrictions on transfer.

(c) At the Effective Time, the stock transfer books of United Cities shall be closed, and there shall be no further registration or transfers of shares of United Cities Stock thereafter in the records of United Cities.

(d) Unless and until an Old Certificate shall be surrendered to the Paying Agent as set forth berein, the holder of such Old Certificate shall not receive any dividends

- 8 -

or other distributions payable to record holders of the Atmos Stock. Upon and after such surrender, there shall be paid (without interest) to the record holder of the New Certificate issued and exchanged for such Old Certificate, the amount of any such dividend or other distribution (the record date for the payment of which was after the Effective Time) not previously paid to such holder. Holders of New Certificates who shall have surrendered their Old Certificates prior to any dividend record date will receive their dividends on the corresponding payment date.

(e) The Atmos Shares issuable in the Merger are hereinafter called the "Merger Consideration." Immediately following the Effective Time, Atmos shall deposit or cause to be deposited in trust with a bank or trust company to be designated by Atmos (the "Paying Agent"), as agent for the holders of the Old Certificates, the certificates representing the Atmos Shares that constitute the Merger Consideration. As soon as practicable after the Effective Time, the Paying Agent shall cause to be mailed, and shall make available at the offices of the Paying Agent, to each person entitled to receive the Merger Consideration, a form of a letter of transmittal and instructions for use in effecting the surrender for payment of the Old Certificates which, immediately prior to the Effective Time, represented shares of United Cities Stock. Upon surrender to the Paying Agent of such Old Certificates, together with such letter of transmittal, duly executed and completed in accordance with the instructions thereto, the Paying Agent shall promptly deliver the Merger Consideration to the persons entitled thereto, less any amount required to be withheld under applicable federal income tax regulations. If payment is to be made to a person other than the registered holder of the Old Certificate surrendered, it shall be a condition of such payment that the Old Certificate so surrendered shall be properly endorsed or otherwise be in proper form for transfer and that the person requesting such payment shall pay any transfer taxes required by reason of the payment to a person other than the registered holder of the Old Certificate surrendered or establish to the satisfaction of Atmos and the Paying Agent that such tax has been paid or is not applicable. The Paying Agent shall be authorized to deliver the Merger Consideration with respect to any Old Certificate for United Cities Stock theretofore issued which has been lost or destroyed, upon receipt of evidence satisfactory to Atmos and the Paying Agent of ownership of the United Cities Stock represented thereby and of appropriate indemnification. One year following the Effective Time, Atmos, as the surviving corporation in the Merger, shall be entitled to require the Paying Agent to deliver to Atmos any certificates representing United Cities Stock which have not been disbursed to holders of Old Certificates representing United Cities Stock outstanding immediately prior to the Effective Time, and thereafter such holders shall be entitled to look only to Atmos (subject to abandoned property, escheat, or other similar laws) for the New Certificates representing Atmos Shares payable upon due surrender of their Old Certificates representing United Cities Stock. Atmos shall pay all charges and expenses, including those of the Paying Agent, in connection with the exchange of the Merger Consideration for certificates representing United Cities Stock.

SECTION 2.03. Dissenting Shares. Notwithstanding anything in this Plan to the contrary, shares of United Cities Stock that are issued and outstanding immediately prior to the Effective Time and that are held by a holder of United Cities Stock who has not voted such shares in favor of adoption of this Plan and shall have properly demanded dissenters' rights for such shares in the manner provided in Section 11.70(a) of the Illinois Business Corporation Act ("United Cities Dissenting Shares") shall not be converted into the right to receive the Merger Consideration unless and until such holder becomes ineligible for such dissenters' rights. If such holder becomes ineligible for such dissenters' rights, then, as of the Effective Time or the occurrence of such event, whichever occurs last, such shares shall thereupon cease to be United Cities Dissenting Shares and shall be converted into the right to receive the Merger Consideration as provided in Section 2.01 hereof.

SECTION 2.04 Treatment of United Cities Options. Following the consummation of the Merger, Atmos agrees to continue in effect the United Cities Gas Company Long-Term Stock Plan of 1989, as amended. Persons holding options under such plan shall be allowed to exercise their options for Atmos Stock at the exchange rate set forth in Section 2.01. Persons holding stock appreciation rights under such plan shall be allowed to exercise such rights based on the price of Atmos Stock taking into account the exchange rate set forth in Section 2.01.

#### ARTICLE III

#### **EFFECTIVE TIME**

SECTION 3.01. Effective Time. The Merger shall become effective at 11:59 p.m., Eastern time, on July 31, 1997(the "Effective Time").

SECTION 3.02 Amendment. At any time before or after the approval of the Reorganization Agreement and this Plan by the respective shareholders of Atmos and United Cities and prior to the filing date, the Reorganization Agreement and this Plan may be amended in writing by Atmos and United Cities; provided, however, that after submission of the Plan to the shareholders of either party to the Merger, no amendment may be made which would (i) increase or decrease the amount or change the type of consideration into which each share of United Cities Stock shall be converted upon consummation of the Merger or (ii) otherwise be in conflict with §13.1-718(I) of the Virginia Stock Corporation Act. This Plan may not be amended except by an instrument in writing signed by the parties hereto.

SECTION 3.03 *Abandonment.* The Merger may be abandoned at any time prior to the filing date in accordance with the provisions set forth in the Reorganization Agreement.

#### EXHIBIT A

#### RESTATED ARTICLES OF INCORPORATION OF ATMOS ENERGY CORPORATION AS AMENDED

#### ARTICLE ONE

Atmos Energy Corporation, pursuant to the provisions of Article 4.07 of the Texas Business Corporation Act, adopted Restated Articles of Incorporation, which accurately copied the Articles of Incorporation and all amendments thereto that were in effect to date and such Restated Articles of Incorporation contained no change in any provision thereof.

#### **ARTICLE TWO**

Such Restated Articles of Incorporation were adopted by resolution of the board of directors of the corporation on the 8th day of November, 1989.

#### **ARTICLE THREE**

The Restated Articles of Incorporation have been further amended pursuant to that certain Plan of Merger by and between Atmos Energy Corporation and United Cities Gas Company, an Illinois and Virginia corporation. The Articles of Incorporation and all amendments and supplements thereto as superseded by the Restated Articles of Incorporation and as amended pursuant to the Plan of Merger are as follows:

#### **ARTICLE I.**

The name of the corporation shall be Atmos Energy Corporation (the "Corporation").

#### ARTICLE II.

The purposes for which the Corporation is organized are the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act, including, but not limited to, the transportation and distribution of natural gas by pipeline as a public utility, except that with respect to the Commonwealth of Virginia, the Corporation may only conduct such business as is permitted to be conducted by a public service company engaged in the transportation and distribution of natural gas by pipeline.

#### ARTICLE III.

The Corporation is incorporated in the State of Texas and the Commonwealth of Virginia. The post office address of the registered office of this Corporation in the State of Texas is Three Lincoln Centre, Suite 1800, 5430 LBJ Freeway, Dallas, Texas 75240, and the registered agent for service of this Corporation at the same address is Glen A. Blanscet. The post office address of the registered office of this Corporation in the Commonwealth of Virginia is Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219-4074, and the registered agent for service of this Corporation at the same address is Allen C. Goolsby, III, such registered agent being a resident of the Commonwealth of Virginia and a member of the Virginia State Bar.

#### ARTICLE IV.

The period of the Corporation's duration shall be perpetual.

#### ARTICLE V.

The Corporation shall not commence business until it has received for the shares consideration of the value of One Thousand Dollars (\$1,000) consisting of money, labor done or property actually received.

#### ARTICLE VI.

1. Number of Directors. The number of directors constituting the present board of directors is thirteen (13); however, thereafter the number of directors constituting the Board of Directors shall be fixed by the Bylaws of the Corporation. No director shall be removed during his term of office except for cause and by the affirmative vote of the holders of seventy-five percent (75%) of the shares then entitled to vote at an election of directors. The names and addresses of the persons who are to serve as directors until the next annual meeting of the shareholders or until their successors are duly elected and qualified are as follows:

Name

#### Address

Travis W. Bain II

Robert W. Best

Dan Busbee

Richard W. Cardin

Thomas J. Garland

2001 Coit Road Suite 130 Plano, TX 75075

Three Lincoln Centre Suite 1800 5430 LBJ Freeway Dallas, Texas 75240

2200 Ross Avenue Suite 2200 Dallas, TX 75201

107 Sheffield Court Nashville, TN 37215

Tusculum College McCormick Hall, 1st Floor Greeneville, TN 37743

-2-

Gene C. Koonce

Vincent Lewis

Thomas C. Meredith

Phillip E. Nichol

Carl S. Quinn

Lee E. Schlessman

Charles K. Vaughan

Richard Ware II

5300 Maryland Way Brentwood, TN 37027

Meadows Office Complex 301 Route #17, North Rutherford, NJ 07070 1

Western Kentucky University Bowling Green, KY 42101

301 Commerce Suite 2800 Ft. Worth, TX 76102

14 East 75th Street, #8B New York, NY 10021

1301 Pennsylvania Street Penn Center Suite 800 Denver, CO 80203

Three Lincoln Centre Suite 1800 5430 LBJ Freeway Dallas, TX 75240

Plaza One/Box One Amarillo, TX 79105

Election and Term. The directors shall be divided into three classes, designated Class 2. I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. At each annual meeting of shareholders, successors to the class of directors whose term expires at that annual meeting shall be elected for a three-year term. Directors shall be elected by a majority vote of the shares of the Common Stock entitled to vote in the election of directors and represented in person or by proxy at a meeting of shareholders at which a quorum is present. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional director of any class elected by the shareholders to fill a vacancy resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case will a decrease in the number of directors shorten the term of any incumbent director. A director shall hold office until the annual meeting for the year in which his term expires and until his successor shall be duly elected and qualified, subject, however, to prior death, resignation, retirement, disqualification or removal from office.

#### ARTICLE VII.

#### 1. <u>Capitalization</u>.

The aggregate number of shares which the Corporation shall have the authority to issue is Seventy-Five Million (75,000,000) shares of Common Stock having no par value. 2. Designation and Statement of Preferences, Limitations and Relative Rights of Common Stock.

2.01 Subject to the provisions of law, including the Texas Business Corporation Act and the Virginia Stock Corporation Act and to the conditions set forth in any law, including resolution of the Board of Directors of the Corporation, such dividends (payable in cash, stock or otherwise) as may be determined by the Board of Directors may be declared and paid on the Common Stock from time to time out of any funds legally available therefor.

2.02 The holders of the Common Stock shall exclusively possess full voting power for the election of directors and for all other purposes. In the exercise of its voting power, the Common Stock shall be entitled to one vote for each share held.

#### 3. <u>Provisions Applicable to All Classes of Stock</u>.

3.01 Subject to applicable law, the Board of Directors may in its discretion issue from time to time authorized but unissued shares for such consideration as it may determine. The shareholders shall have no pre-emptive rights, as such holders, to purchase any shares or securities of any class which may at any time be sold or offered for sale by the Corporation.

3.02 At each election for directors every shareholder entitled to vote at any meeting shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are directors to be elected. Cumulative voting of shares of stock in the election of directors or otherwise is hereby expressly prohibited.

3.03 The Corporation shall be entitled to treat the person in whose name any share or other security is registered as the owner thereof, for all purposes, and shall not be bound to recognize any equitable or other claim to or interest in such shares or other security on the part of any other person, whether or not the Corporation shall have notice thereof.

#### 4. <u>Provisions Applicable to Certain Business Combinations.</u>

4.01 The affirmative vote of the holders of not less than seventy-five percent (75%) of the outstanding shares of "Voting Stock" (as hereinafter defined) held by stockholders other than a "Substantial Shareholder" (as hereinafter defined) shall be required for the approval or authorization of any "Business Combination" (as hereinafter defined) of the Corporation with any Substantial Shareholder; provided, however, that the seventy-five percent (75%) voting requirement shall not be applicable if either:

(i) The "Continuing Directors" (as hereinafter defined) of the Corporation by the affirmative vote of at least a majority (a) have expressly approved in advance the acquisition of the outstanding shares of Voting Stock that caused such Substantial Shareholder to become a Substantial Shareholder, or (b) have expressly approved such Business Combination either in advance of or subsequent to such Substantial Shareholder's having become a Substantial Shareholder; or

(ii) The cash or fair market value (as determined by at least a majority of the Continuing Directors) of the property, securities or other consideration to be received per share by holders of Voting Stock of the Corporation in the Business Combination is not less than the "Highest Per Share Price" or the "Highest Equivalent Price" (as these terms are hereinafter defined) paid by the Substantial Shareholder in acquiring



any of its holdings of the Corporation's Voting Stock.

4.02 For purposes of this paragraph 4 of Article VII:

The term "Business Combination" shall include, without limitation, (i) (a) any merger or consolidation of the Corporation, or any entity controlled by or under common control with the Corporation, with or into any Substantial Shareholder, or any entity controlled by or under common control with the Substantial Shareholder, (b) any merger or consolidation of a Substantial Shareholder, or any entity controlled by or under common control with the Corporation, (c) any sale, lease, exchange, transfer or other disposition of all or substantially all of the property and assets of the Corporation, or any entity controlled by or under common control with the Corporation, to a Substantial Shareholder, or any entity controlled by or under common control with the Substantial Shareholder, (d) any purchase, lease, exchange, transfer or other acquisition of all or substantially all of the property and assets of a Substantial Shareholder or any entity controlled by or under common control with the Corporation, (e) any recapitalization of the Corporation that would have the effect of increasing the voting power of a Substantial Shareholder, and (f) any agreement, contract or other arrangement providing for any of the transactions described in this definition of Business Combination.

(ii) The term "Substantial Shareholder" shall mean and include any individual, corporation, partnership or other person or entity which, together with its "Affiliates" and "Associates" (as those terms are defined in Rule 12b-2 of the General Rules and Regulations promulgated under the Securities Exchange Act of 1934 (the "Exchange Act") as in effect at the date of the adoption hereof), "Beneficially Owns" (as defined in Rule 13d-3 of the Exchange Act) an aggregate of 10 percent or more of the outstanding Voting Stock of the Corporation, and any Affiliate or Associate of any such individual, corporation, partnership or other person or entity.

(iii) Without limitation, any share of Voting Stock of the Corporation that any Substantial Shareholder has the right to acquire at any time (notwithstanding that Rule 13d-3 of the Exchange Act deems such shares to be beneficially owned only if such right may be exercised within 60 days) pursuant to any agreement, or upon exercise of conversion rights, warrants or options, or otherwise, shall be deemed to be Beneficially Owned by the Substantial Shareholder and to be outstanding for purposes of clause (ii) above.

(iv) For the purposes of subparagraph 4.01(ii) of this paragraph 4 of Article VII, the term "other consideration to be received" shall include, without limitation, Common Stock or other capital stock of the Corporation retained by its existing stockholders other than Substantial Shareholders or other parties to such Business Combination in the event of a Business Combination in which the Corporation is the surviving corporation.

(v) The term "Voting Stock" shall mean all of the outstanding shares of Common Stock entitled to vote on each matter on which the holders of record of Common Stock shall be entitled to vote, and each reference to a proportion of shares of Voting Stock shall refer to such proposition of the votes entitled to be cast by such shares.

(vi) The term "Continuing Director" shall mean a Director who was a

member of the Board of Directors of the Corporation immediately prior to the time that the Substantial Shareholder involved in a Business Combination became a Substantial Shareholder.

(vii) A Substantial Shareholder shall be deemed to have acquired a share of the Voting Stock of the Corporation at the time when such Substantial Shareholder became the Beneficial Owner thereof. With respect to the shares owned by Affiliates, Associates or other persons whose ownership is attributed to a Substantial Shareholder under the foregoing definition of Substantial Shareholder, if the price is paid by such Substantial Shareholder for such shares is not determinable by a majority of the Continuing Directors, the price so paid shall be deemed to be the higher of (a) the price paid upon the acquisition thereof by the Affiliate, Associate or other person or (b) the market price of the shares in question at the time when the Substantial Shareholder became the Beneficial Owner thereof.

(viii) The terms "Highest Per Share Price" and "Highest Equivalent Price" as used in this paragraph 4 of Article VII shall mean the highest price that can be determined to have been paid at any time by the Substantial Shareholder for any share or shares of that class of capital stock. If there is more than one class of capital stock of the Corporation issued and outstanding, the Highest Equivalent Price shall mean with respect to each class and series of capital stock of the Corporation the amount determined by a majority of the Continuing Directors, on whatever basis they believe is appropriate, to be the highest per share price equivalent to the highest price that can be determined to have been paid at any time by the Substantial Shareholder for any share or shares of any class or series of capital stock of the Corporation. In determining the Highest Per Share Price and Highest Equivalent Price, all purchases by the Substantial Shareholder shall be taken into account regardless of whether the shares were purchased before or after the Substantial Shareholder became a Substantial Shareholder. The Highest Per Share Price and the Highest Equivalent Price shall include any brokerage commissions, transfer taxes and soliciting dealers' fees paid by the Substantial Shareholder with respect to the shares of capital stock of the Corporation acquired by the Substantial Shareholder. In the case of any Business Combination with a Substantial Shareholder, the Continuing Directors shall determine the Highest Per Share Price or the Highest Equivalent Price for each class and series of the capital stock of the Corporation.

4.03 The provisions set forth in this paragraph 4 of Article VII may not be amended, altered, changed or repealed in any respect unless such action is approved by the affirmative vote of the holders of not less than seventy-five percent (75%) of the outstanding shares of Voting Stock (as defined in this Article VII) of the Corporation at a meeting of the shareholders duly called for the consideration of such amendment, alteration, change or repeal; provided, however, that if there is a Substantial Shareholder (as defined in this Article VII), such action must also be approved by the affirmative vote of the holders of not less than seventy-five percent (75%) of the outstanding shares of Voting Stock held by the shareholders other than the Substantial Shareholder.

#### ARTICLE VIII.

The power to alter, amend or repeal the Corporation's bylaws, and to adopt new bylaws, is hereby vested in the Board of Directors, subject, however, to repeal or change by the affirmative vote of the holders of seventy-five percent (75%) of the outstanding shares entitled to vote thereon.

#### ARTICLE IX.

The Corporation shall indemnify, to the fullest extent permitted by law, any person who was, is, or is threatened to be made a named defendant or respondent in any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding, by reason of the fact that such person is or was a director or officer of the Corporation, or, while such person was a director of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses (including attorney's fees) actually incurred by such person in connection with such action, suit, or proceeding. In addition to the foregoing, the Corporation shall, upon request of any such person described above and to the fullest extent permitted by law, pay or reimburse the reasonable expenses incurred by such person in any action, suit, or proceeding described above in advance of the final disposition of such action, suit, or proceeding.

#### ARTICLE X.

No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for an act or omission in such director's capacity as a director, except for liability for (i) a breach of the director's duty of loyalty to the Corporation or its shareholders; (ii) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; (iv) an act or omission for which the liability of a director is expressly provided by statute; or (v) an act related to an unlawful stock repurchase or payment of a dividend. If the laws of the State of Texas or the Commonwealth of Virginia are hereafter amended to authorize corporate action further eliminating or limiting the personal liability of a director of the Corporation, then the liability of a director of the Corporation shall thereupon automatically be eliminated or limited to the fullest extent permitted by the laws of the State of Texas and the Commonwealth of Virginia. Any repeal or modification of this Article X by the shareholders of the Corporation shall not adversely affect any right or protection of a director existing at the time of such repeal or modification with respect to such events or circumstances occurring or existing prior to such time.

# ARTICLES OF AMENDMENT TO THE RESTATED ARTICLES OF INCORPORATION OF ATMOS ENERGY CORPORATION AS AMENDED

Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act, the undersigned corporation (hereinafter referred to as the "Corporation") adopts the following Articles of Amendment to its Restated Articles of Incorporation as Amended, which increase the number of authorized shares of the common stock of the Corporation.

#### **ARTICLE ONE**

The name of the Corporation is Atmos Energy Corporation.

# ARTICLÈ TWO

The following amendment to the Restated Articles of Incorporation as Amended was adopted by the shareholders of the Corporation on February 10, 1999:

Section 1 of Article VII of the Restated Articles of Incorporation as Amended be amended to read as follows:

"The aggregate number of shares which the Corporation shall have the authority to issue is One Hundred Million (100,000,000) shares of Common Stock having no par value."

#### ARTICLE THREE

The number of shares of the Corporation outstanding as of the record date was 30,610,922 and the number of shares entitled to vote on the amendment was 30,610,922.

#### ARTICLE FOUR

The number of shares voting for the amendment to increase the number of authorized shares of common stock of the Corporation was 25,163,516, the number of shares voting against such amendment was 1,671,070, and the number of shares abstaining was 343,513.

DATED: February 10, 1999.

ATMOS ENERGY CORPORATION

Bv:

ms. Robert W. Best Chairman of the Board, President and Chief **Executive Officer** 



# CERTIFICATE OF AMENDMENT OF

ATMOS ENERGY CORPORATION FILE NO. 548953-0

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Amendment.

Dated: February 17, 1999

**Effective:** 

February 17, 1999



DLU

Elton Bomer Secretary of State

#### ARTICLES OF AMENDMENT TO THE RESTATED ARTICLES OF INCORPORATION OF ATMOS ENERGY CORPORATION AS AMENDED

FILED In the Office of the Secretary of State of Texas

FEB 1 7 1999

Corporations Section

Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act, the undersigned corporation (hereinafter referred to as the "Corporation") adopts the following Articles of Amendment to its Restated Articles of Incorporation as Amended, which increase the number of authorized shares of the common stock of the Corporation.

#### **ARTICLE ONE**

The name of the Corporation is Atmos Energy Corporation.

#### **ARTICLE TWO**

The following amendment to the Restated Articles of Incorporation as Amended was adopted by the shareholders of the Corporation on February 10, 1999:

Section 1 of Article VII of the Restated Articles of Incorporation as Amended be amended to read as follows:

"The aggregate number of shares which the Corporation shall have the authority to issue is One Hundred Million (100,000,000) shares of Common Stock having no par value."

#### **ARTICLE THREE**

The number of shares of the Corporation outstanding as of the record date was 30,610,922 and the number of shares entitled to vote on the amendment was 30,610,922.

#### ARTICLE FOUR

The number of shares voting for the amendment to increase the number of authorized shares of common stock of the Corporation was 25,163,516, the number of shares voting against such amendment was 1,671,070, and the number of shares abstaining was 343,513.

DATED: February 10, 1999.

ATMOS ENERGY CORPORATION

ナル.コ

Robert W. Best PLC Chairman of the Board, President and Chief Executive Officer



The undersigned, as Secretary of State of Texas, HEREBY CERTIFIES that the attached is a true and correct copy of the following described instruments on file in this office:

Articles of Merger for ATMOS ENERGY CORPORATION, a TEXAS corporation, UNITED CITIES GAS COMPANY, an ILLINOIS corporation, and UNITED CITIES GAS COMPANY, a VIRGINIA corporation, for which a Certificate of Merger was issued on JULY 29, 1997; that according to the terms of the Merger the surviving entity is ATMOS ENERGY CORPORATION, a TEXAS corporation.



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, on August 26, 1997.

Antonio O. Garza, Jr. Secretary of State

DAE

# **ARTICLES OF MERGER**

in the Office of the Secretary of State of Texas

JUL 2 9 1997

# CORPORATIONS SECTION

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act, United Cities Gas Company, an Illinois corporation ("United Cities Illinois"), United Cities Gas Company, a Virginia corporation ("United Cities Virginia"), and Atmos Energy Corporation, a Texas corporation ("Atmos"), hereby execute the following Articles of Merger for the purpose of merging United Cities Illinois and United Cities Virginia with and into Atmos:

# ARTICLE I

Attached hereto and made a part hereof for all purposes as Exhibit A is a Plan of Merger (the "Plan") providing for the merger of United Cities Illinois and United Cities Virginia with and into Atmos, with Atmos being the surviving corporation incorporated under the laws of Texas and Virginia. The Plan has been approved by the shareholders of United Cities Illinois in the manner prescribed by the laws of Illinois, by the shareholders of United Cities Virginia in the manner prescribed by the laws of Virginia and by the shareholders of Atmos in the manner prescribed by the Texas Business Corporation Act.

# ARTICLE II

The number of outstanding shares of the only classes of stock of Atmos, United Cities Illinois and United Cities Virginia entitled to vote on the Plan are as follows:

Corporation	Number of Shares Outstanding	Class of Shares
Atmos	16,029,581	Common Stock
United Cities Illinois	13,174,794	Common Stock
United Cities Virginia	13,174,794	Common Stock

#### ARTICLE III

The number of outstanding shares of Atmos, United Cities Illinois and United Cities Virginia voted for and against the Plan are as follows:

Corporation	Total Voted For	Total Voted Against	Class of Shares
Atmos	13,618,535	129,859	Common Stock
United Cities Illinois	9,445,280	64,096	Common Stock
United Cities Virginia	9,445,280	64,096	Common Stock

# ARTICLE IV

The Plan and the performance of its terms were duly authorized by Atmos, United Cities Illinois and United Cities Virginia by all action required by the respective laws under which they were incorporated or organized and by their respective constituent documents.

# ARTICLE V

The merger will become effective at 11:59 p.m., Eastern time, on July 31, 1997, in accordance with the provisions of Article 10.03 of the Texas Business Corporation Act.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed in its name and on its behalf by a duly authorized officer as of the  $\underline{29}$  day of July, 1997.

ATMOS ENERGY CORPORATION, a Texas corporation

Robert W. Be By:

Robert W. Best Chairman, President and Chief Executive Officer

UNITED CITIES GAS COMPANY, an Illinois corporation

mul. Loodel By:

Gene C. Koonce Chairman of the Board, President and Chief Executive Officer

UNITED CITIES GAS COMPANY, a Virginia corporation

By:

Gene C. Koonce Chairman of the Board, President and Chief Executive Officer

- 2 -

# PLAN OF MERGER

This PLAN OF MERGER (this "Plan") by and between ATMOS ENERGY CORPORATION, a Texas corporation ("Atmos"), and UNITED CITIES GAS COMPANY, an Blinois and Virginia corporation ("United Cities"). Pursuant to this Plan, United Cities shall be merged with and into Atmos, with Atmos as the surviving corporation (the "Merger"), and the outstanding capital stock of United Cities shall be converted into the right to receive shares of capital stock of Atmos.

# WITNESSETH:

WHEREAS, Atmos is a corporation duly organized and existing under the laws of the State of Texas, and United Cities is a corporation duly organized and existing under the laws of the . States of Illinois and Virginia;

WHEREAS, Atmos and United Cities have entered into an Agreement and Plan of Reorganization dated July 19, 1996, as amended by Amendment No. 1 to Agreement and Plan of Reorganization dated October 3, 1996 (the "Reorganization Agreement"), which contemplates the merger of United Cities with and into Atmos, with Atmos as the surviving corporation as provided in this Plan; and

WHEREAS, the respective Boards of Directors of Atmos and United Cities have duly authorized the execution of this Plan and have directed that the Merger be submitted to their respective shareholders for a vote in accordance with the requirements of the Texas Business Corporation Act, the Illinois Business Corporation Act, and the Virginia Stock Corporation Act, the Boards of Directors and shareholders of Atmos and United Cities have approved the Merger, and the Board of Directors and shareholders of Atmos have authorized the issuance of shares of the common stock, no par value, of Atmos (the "Atmos Stock") in connection with the Merger;

NOW, THEREPORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

# ARTICLE I

# MERGER OF UNITED CITIES INTO ATMOS

SECTION 1.01 The Merger. In accordance with the Texas Business Corporation Act, the Illinois Business Corporation Act, and the Virginia Stock Corporation Act, United Cities shall be merged with and into Atmos at the effective time of the Merger (as defined below). Following the Merger, the separate corporate existence of United Cities shall cease and Atmos shall be the surviving corporation, organized under the laws of the State of Texas and the Commonwealth of Virginia (the "Surviving Corporation").

#### ETHIBIT A

# SECTION 1.02 Effects of the Merger.

(a) The Merger shall have the effects set forth in the applicable provisions of the Texas Business Corporation Act, the Illinois Business Corporation Act, and the Virginia Stock Corporation Act. Without limiting the generality of the foregoing sentence, and subject thereto, at the Effective Time, by operation of law, all of the property, rights, privileges, powers and franchises of United Cities and Atmos shall vest in the Surviving Corporation, and all debts, liabilities and obligations of United Cities and Atmos shall be assumed by the Surviving Corporation and shall become the debts, liabilities and obligations of the Surviving Corporation.

(b) If, at any time after the Merger, the Surviving Corporation shall deem it necessary to obtain further assignments or documents to vest, perfect, confirm or record in the Surviving Corporation title to any property or rights of United Cities acquired as a result of the Merger, United Cities hereby authorizes the officers and directors of the Surviving Corporation or its successors to execute and deliver on behalf of and in the name of United Cities all such proper deeds, assignments and other instruments and to do all things necessary and proper to vest, perfect, confirm or record title to such property or rights in the Surviving Corporation or its successor.

# SECTION 1.03 Articles of Incorporation; Bylaws.

(a) The Restated Articles of Incorporation of Atmos, as in effect immediately prior to the Effective Time, shall be amended as provided herein, and such Restated Articles of Incorporation, as so amended, shall be the Articles of Incorporation of the Surviving Corporation, without any other modification or amendment until thereafter amended as provided by law. A copy of the Restated Articles of Incorporation of Atmos as amended hereby is attached hereto as Exhibit A.

(b) The sext of Article One, Article Two and Article Three of the Restated Articles of Incorporation of Atmos shall be amended and restated in their entirety to read as follows:

# "ARTICLE ONE

Atmos Energy Corporation, pursuant to the provisions of Article 4.07 of the Texas Business Corporation Act, adopted Restated Articles of Incorporation, which accurately copied the Articles of Incorporation and all amendments thereto that were in effect to date and such Restated Articles of Incorporation contained no change in any provision thereof.

# ARTICLE TWO

Such Restated Articles of Incorporation were adopted by resolution of the board of directors of the corporation on the 8th day of November, 1989.

# ARTICLE THREE

The Restated Articles of Incorporation have been further amended pursuant to that certain Plan of Merger by and between Atmos Energy Corporation and United Cities Gas Company, an Illinois and Virginia corporation. The Articles of Incorporation and all amendments and supplements thereto as superseded by the Restated Articles of Incorporation and as amended pursuant to the Plan of Merger are as follows:"

(c) The text of Article II of the Restated Articles of Incorporation of Atmos shall be amended and restated in its entirety to read as follows:

"The purposes for which the Corporation is organized are the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act, including, but not limited to, the transportation and distribution of natural gas by pipeline as a public utility, except that with respect to the Commonwealth of Virginia, the Corporation may only conduct such business as is permitted to be conducted by a public service company engaged in the transportation and distribution of natural gas by pipeline."

(d) The text of Article III of the Restated Articles of Incorporation of Atmos shall be amended and restated in its entirety to read as follows:

# \*ARTICLE III.

-3-

The Corporation is incorporated in the State of Texas and the Commonwealth of Virginia. The post office address of the registered office of this Corporation in the State of Texas is Three Lincoln Centre, Suite 1800, 5430 LBJ Freeway, Dallas, Texas 75240, and the registered agent for service of this Corporation at the same address is Glen A. Blanscet. The post office address of the registered office of this Corporation in the Commonwealth of Virginia is Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219-4074, and the registered agent for service of this Corporation at the same address is Allen C. Goolsby, III, such registered agent being a resident of the Commonwealth of Virginia and a member of the Virginia State Bar.\*

(e) The text of Article VI of the Restated Articles of Incorporation of Atmos shall be amended and restated in its entirety to read as follows:

# \*ARTICLE VI.

1. <u>Number of Directors</u>. The number of directors constituting the present board of directors is thirteen (13); however, thereafter the number of directors constituting the Board of Directors shall be fixed by the Bylaws of the Corporation. No director shall be removed during his term of office except for cause and by the affirmative vote of the holders of seventy-five percent (75%) of the shares then entitled to vote at an election of directors. The names and addresses of the persons who are to serve as directors until the next annual meeting of the shareholders or until their successors are duly elected and gualified are as follows:

Address

#### Name

Travis W. Bain II

Robert W. Best

Dan Busbee

Richard W. Cardin

Thomas J. Garland

Gene C. Koonce

2001 Coit Road Suite 130 Plano, TX 75075

Three Lincoln Centre Suite 1800 5430 LBJ Freeway Dallas, Texas 75240

2200 Ross Average Suite 2200 Dallas, TX 75201

107 Sheffield Court Nashville, TN 37215

Tusculum College McCormick Hall, 1st Floor Greeneville, TN 37743

5300 Maryland Way Brentwood, TN 37027

- 4 -

# Name

Vincent Lewis

Thomas C. Meredith

Phillip E. Nichol

Carl S. Quinn

Lee E. Schlessman

Charles K. Vaughan

Richard Ware II

## Address

Meadows Office Complex 301 Route #17, North Rutherford, NJ 07070

Western Kentucky University Bowling Green, KY 42101

301 Commerce Suite 2800 Ft. Worth, TX 76102

14 East 75th Street, #8B New York, NY 10021

1301 Pennsylvania Street Penn Center Suite 800 Denver, CO 80203

Three Lincoln Centre Suite 1800 5430 LBJ Freeway Dallas, TX 75240

Plaza One/Box One Amarillo, TX 79105

2. Election and Term. The directors shall be divided into three classes, designated Class II, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. At each annual meeting of shareholders, successors to the class of directors whose term expires at that annual meeting shall be elected for a three-year term. Directors shall be elected by a majority vote of the shares of the Common Stock entitled to vote in the election of directors and represented in person or by proxy at a meeting of shareholders at which a quorum is present. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional director of any class elected by the shareholders to fill a vacancy resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case will a decrease in the number of directors shorten the term of any incumbent

director. A director shall bold office until the annual meeting for the year in which his term expires and until his successor shall be duly elected and qualified, subject, bowever, to prior death, resignation, retirement, disqualification or removal from office."

(f) The text of Subsection 2.01 of Article VII of the Restated Articles of Incorporation of Atmos shall be amended and restated in its entirety as follows:

"2.01 Subject to the provisions of law, including the Texas Business Corporation Act and the Virginia Stock Corporation Act and to the conditions set forth in any resolution of the Board of Directors of the Corporation, such dividends (payable in cash, stock or otherwise) as may be determined by the Board of Directors may be declared and paid on the Common Stock from time to time out of any funds legally available therefor."

(g) The text of Article X of the Restated Articles of Incorporation of Atmos shall be amended and restated in its entirety as follows:

# **ARTICLE X**.

No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for an act or omission in such director's capacity as a director, except for liability for (i) a breach of the director's duty of loyalty to the Corporation or its shareholders; (ii) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; (iv) an act or omission for which the liability of a director is expressly provided by statute; or (v) an act related to an unlawful stock repurchase or payment of a dividend. If the laws of the State of Texas or the Commonwealth of Virginia are hereafter amended to authorize corporase action further eliminating or limiting the personal liability of a director of the Corporation, then the liability of a director of the Corporation shall thereupon automatically be eliminated or limited to the fullest extent permitted by the laws of the State of Texas and the Commonwealth of Virginia. Any repeal or modification of this Article X by the shareholders of the

- 6 -

Corporation shall not adversely affect any right or protection of a director existing at the time of such repeal or modification with respect to such events or circumstances occurring or existing prior to such time."

(b) The Bylaws of Atmos, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation, without any modification or amendment until thereafter amended as provided by law.

# SECTION 1.04 Directors and Officers.

(a) At the Effective Time, the number of directors of the Surviving Corporation shall be thirteen (13), and thereafter shall be set in the manner provided in the Bylaws of the Surviving Corporation. The directors of the Surviving Corporation shall be the nine (9) directors of Atmos in office at and as of the Effective Time and the following four (4) former directors of United Cities: Messrs. Gene C. Koonce, Vincent Lewis, Thomas J. Garland and Richard W. Cardin. Each of the Atmos directors in office prior to the Effective Time shall continue to serve in the class and for the term that he was serving at and as of the Effective Time, and the following directors shall serve in the classes and for the terms indicated: Mr. Koonce (Class I, with a term expiring in 1999); Mr. Lewis (Class I, with a term expiring in 1999); Mr. Cardin (Class II, with a term expiring in 2000); and Mr. Garland (Class III, with a term expiring in 1998). All of such directors shall remain in office until their respective successors are duly elected or appointed and qualified.

(b) The officers of Atmos in office at and as of the Effective Time shall remain the officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

# ARTICLE II

# CONVERSION AND EXCHANGE OF SHARES

SECTION 2.01 Conversion of Shares. (a) At and as of the Effective Time, each outstanding share of the common stock of United Cities (the "United Cities Stock") automatically shall become and be converted into the right to receive one (1) share of Atmos Stock (as the same may be adjusted in accordance with the terms hereof). The exchange ratio set forth in the immediately preceding sentence shall be appropriately and proportionately adjusted in the event of any stock dividend on, or stock split or stock combination of, or any other like change in the Atmos Stock or the United Cities Stock based on a record date occurring during the period from July 19, 1996 until immediately prior to the Effective Time.

-7-

(b) At and as of the Effective Time, each share of the United Cities Stock then held in the treasury of United Cities, if any, shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled without payment of any consideration therefor and without any conversion thereof.

(c) No fraction of a share of Atmos Stock will be issuable upon the conversion of shares of United Cities Stock in the Merger. Instead, each shareholder of United Cities who but for this provision would be entitled to a fractional share of Atmos Stock shall, upon surrender to Atmos' Paying Agent (as bereinafter defined) of his certificate or certificates formerly representing shares of United Cities Stock (each, an "Old Certificate"), receive in lieu of such fractional share, and without interest, a cash amount determined by multiplying such fraction by the average of the closing sale prices for a share of Atmos Stock, as reported on the NYSE, for the five (5) business days prior to the date on which the Effective Time shall occur.

SECTION 2.02 Exchange of Certificates. (a) Following the Effective Time, the shareholders of United Cities shall deliver to the Paying Agent their Old Certificates. Upon surrender to the Paying Agent of outstanding Old Certificates, the holder of such Old Certificate or Old Certificates shall receive in exchange therefor a certificate (a "New Certificate") representing whole shares of the Atmos Stock (the "Atmos Shares") and cash in lieu of fractional shares in accordance with the provisions of Sections 2.01(a) and 2.01(c) of this Plan. Until so surrendered and exchanged, each Old Certificate shall be deemed at and after the Effective Time to represent only the right to receive upon such surrender a New Certificate representing Atmos Shares and cash in lieu of fractional shares of United Cities Stock are converted, and cash in lieu of fractional shares into which the shares of United Cities Stock are converted, and cash in lieu of fractional shares, pursuant to this Plan shall be deemed to have been issued and paid in full satisfaction of all rights pertaining to such United Cities Stock.

(b) The New Certificates representing the Atmos Shares to be issued in connection with the Merger shall in each case be issued to the person in whose name the surrendered Old Certificate or Old Certificates is or are registered. A restrictive legend shall be placed on the New Certificates representing those Atmos Shares issued to persons who (1) were affiliates of United Cities prior to the Merger, and/or (ii) become affiliates of Atmos after the Merger, and a notation shall be made in the appropriate records of Atmos, indicating that the shares represented thereby are subject to certain restrictions on transfer.

(c) At the Effective Time, the stock transfer books of United Cities shall be closed, and there shall be no further registration or transfers of shares of United Cities Stock thereafter in the records of United Cities.

(d) Unless and until an Old Certificate shall be surrendered to the Paying Agent as set forth herein, the holder of such Old Certificate shall not receive any dividends

- 8 -

or other distributions payable to record holders of the Atmos Stock. Upon and after such surrender, there shall be paid (without interest) to the record holder of the New Certificate issued and exchanged for such Old Certificate, the amount of any such dividend or other distribution (the record date for the payment of which was after the Effective Time) not previously paid to such holder. Holders of New Certificates who shall have surrendered their Old Certificates prior to any dividend record date will receive their dividends on the corresponding payment date.

ł

The Atmos Shares issuable in the Merger are bereinafter called the (e) "Merger Consideration." Immediately following the Effective Time, Atmos shall deposit or cause to be deposited in trust with a bank or trust company to be designated by Atmos (the "Paying Agent"), as agent for the bolders of the Old Certificates, the certificates representing the Atmos Shares that constitute the Merger Consideration. As soon as practicable after the Effective Time, the Paying Agent shall cause to be mailed, and shall make available at the offices of the Paying Agent, to each person entitled to receive the. Merger Consideration, a form of a letter of transmittal and instructions for use in effecting the surrender for payment of the Old Certificates which, immediately prior to the Effective Time, represented shares of United Cities Stock. Upon surrender to the Paying Agent of such Old Certificates, together with such letter of transmittal, duly executed and completed in accordance with the instructions thereto, the Paying Agent shall promptly deliver the Merger Consideration to the persons entitled thereto, less any amount required to be withheld under applicable federal income tax regulations. If payment is to be made to a person other than the registered bolder of the Old Certificate surrendered, is shall be a condition of such payment that the Old Certificate so surrendered shall be properly endorsed or otherwise be in proper form for transfer and that the person requesting such payment shall pay any transfer taxes required by reason of the payment to a person other than the registered holder of the Old Certificate surrendered or establish to the satisfaction of Atmos and the Paying Agent that such tax has been paid or is not applicable. The Paying Agent shall be authorized to deliver the Merger Consideration with respect to any Old Certificate for United Cities Stock theretoicre issued which has been lost or destroyed. upon receipt of evidence setisfactory to Amos and the Paying Agent of ownership of the United Cities Stock represented thereby and of appropriate indemnification. One year following the Effective Time, Annos, as the surviving corporation in the Merger, shall be entitled to require the Paying Agent to deliver to Atmos any certificates representing United Cities Stock which have not been disbursed to bolders of Old Certificates representing United Cities Stock outstanding immediately prior to the Effective Time, and thereafter such holders shall be entitled to look only to Atmos (subject to shandoned property, escheat, or other similar laws) for the New Certificates representing Atmos Shares payable upon due surrender of their Old Certificates representing United Cities Stock. Atmos shall pay all charges and expenses, including those of the Paying Agent, in connection with the exchange of the Merger Consideration for certificates representing United Cities Stock.

-9-

1.1.3.1.1.1

SECTION 2.03. Dissenting Shares. Notwithstanding anything in this Plan to the contrary, shares of United Cities Stock that are issued and outstanding immediately prior to the Effective Time and that are held by a holder of United Cities Stock who has not voted such shares in favor of adoption of this Plan and shall have properly demanded dissenters' rights for such shares in the manner provided in Section 11.70(a) of the Illinois Business Corporation Act ("United Cities Dissenting Shares") shall not be converted into the right to receive the Merger Consideration unless and until such holder becomes ineligible for such dissenters' rights. If such holder becomes ineligible for such dissenters' rights, then, as of the Effective Time or the occurrence of such event, whichever occurs last, such shares shall thereupon cease to be United Cities Dissenting Shares and shall be converted into the right to receive the Merger Consideration 2.01 hereof.

SECTION 2.04 Treatment of United Cities Options. Following the consummation of the Merger, Atmos agrees to continue in effect the United Cities Gas Company Long-Term Stock Plan of 1989, as amended. Persons holding options under such plan shall be allowed to exercise their options for Atmos Stock at the exchange rate set forth in Section 2.01. Persons holding stock appreciation rights under such plan shall be allowed to exercise such rights based on the price of Atmos Stock taking into account the exchange rate set forth in Section 2.01.

# ARTICLE III

#### EFFECTIVE TIME

SECTION 3.01. Effective Time. The Merger shall become effective at 11:59 p.m., Eastern time, on July 31, 1997(the "Effective Time").

SECTION 3.02 Amendment. At any time before or after the approval of the Reorganization Agreement and this Plan by the respective shareholders of Atmos and United Cities and prior to the filing date, the Reorganization Agreement and this Plan may be amended in writing by Atmos and United Cities; provided, however, that after submission of the Plan to the shareholders of either party to the Merger, no amendment may be made which would (i) increase or decrease the amount or change the type of consideration into which each share of United Cities Stock shall be converted upon consummation of the Merger or (ii) otherwise be in conflict with §13.1-718(I) of the Virginia Stock Corporation Act. This Plan may not be amended except by an instrument in writing signed by the parties hereto.

SECTION 3.03 Abandonment. The Merger may be abandoned at any time prior to the filing date in accordance with the provisions set forth in the Reorganization Agreement.

# EXHIBIT A

# RESTATED ARTICLES OF INCORPORATION OF ATMOS ENERGY CORPORATION AS AMENDED

# **ARTICLE ONE**

Atmos Energy Corporation, pursuant to the provisions of Article 4.07 of the Texas Business Corporation Act, adopted Restated Articles of Incorporation, which accurately copied the Articles of Incorporation and all amendments thereto that were in effect to date and such Restated Articles of Incorporation contained no change in any provision thereof.

# **ARTICLE TWO**

Such Restated Articles of Incorporation were adopted by resolution of the board of directors of the corporation on the 8th day of November, 1989.

#### ARTICLE THREE

The Restated Articles of Incorporation have been further amended pursuant to that certain Plan of Merger by and between Atmos Energy Corporation and United Cities Gas Company, an Illinois and Virginia corporation. The Articles of Incorporation and all amendments and supplements thereto as superseded by the Restated Articles of Incorporation and as amended pursuant to the Plan of Merger are as follows:

#### ARTICLEL

The name of the corporation shall be Atmos Energy Corporation (the "Corporation").

#### ARTICLE IL

The purposes for which the Corporation is organized are the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act, including, but not limited to, the transportation and distribution of natural gas by pipeline as a public utility, except that with respect to the Commonwealth of Virginia, the Corporation may only conduct such business as is permitted to be conducted by a public service company engaged in the transportation and distribution of natural gas by pipeline.

# ARTICLE III.

The Corporation is incorporated in the State of Texas and the Commonwealth of Virginia. The post office address of the registered office of this Corporation in the State of Texas is Three Lincoln Centre, Suite 1800, 5430 LBJ Freeway, Dallas, Texas 75240, and the registered agent for service of this Corporation at the same address is Glen A. Blanscet. The post office address of the registered office of this Corporation in the Commonwealth of Virginia is Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219-4074, and the registered agent for service of this Corporation at the same address is Allen C. Goolsby, III, such registered agent being a resident of the Commonwealth of Virginia State Bar.

#### ARTICLE IV.

The period of the Corporation's duration shall be perpetual.

#### ARTICLE V.

The Corporation shall not commence business until it has received for the shares consideration of the value of One Thousand Dollars (\$1,000) consisting of money, labor done or property actually received.

# ARTICLE VL

1. <u>Number of Directors</u>. The number of directors constituting the present board of directors is thirteen (13); however, thereafter the number of directors constituting the Board of Directors shall be fixed by the Bylaws of the Corporation. No director shall be removed during his term of office except for cause and by the affirmative vote of the holders of seventy-five percent (75%) of the shares then entitled to vote at an election of directors. The names and addresses of the persons who are to serve as directors until the next annual meeting of the shareholders or until their successors are duly elected and qualified are as follows:

Name

# Address

Travis W. Bain II

Robert W. Best

Dan Buscee

Richard W. Cardin

Thomas J. Garland

2001 Coit Road Suite 130 Plano, TX 75075

Three Lincola Centre Suite 1800 5430 LBJ Freeway Dallas, Texas 75240

2200 Ross Avenue Suite 2200 Dallas, TX 75201

107 Sheffield Court Nashville, TN 37215

Tusculum College McCormick Hall, 1st Floor Greeneville, TN 37743

-2-

Gene C. Koonce

Vincent Lewis

Thomas C. Meredith

Phillip E. Nichol

Carl S. Quinn

Lee E. Schlessman

Charles K. Vaughan

Richard Ware II

5300 Maryland Way Brentwood, TN 37027

Meadows Office Complex 301 Route #17, North Rutherford, NJ 07070

Western Keatucky University Bowling Green, KY 42101

301 Commerce Suite 2800 Ft. Worth, TX 76102

14 East 75th Street, #8B New York, NY 10021

1301 Pennsylvania Street Penn Center Suite 800 Denver, CO 80203

Three Lincoln Centre Suite 1800 5430 LBJ Freeway Dallas, TX 75240

Plaza One/Box One Amarillo, TX 79105

Election and Term. The directors shall be divided into three classes, designated Class 2. I. Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. At each annual meeting of sharebolders, successors to the class of directors whose term expires at that annual meeting shall be elected for a three-year term. Directors shall be elected by a majority vote of the shares of the Common Stock entitled to vote in the election of directors and represented in person or by proxy at a meeting of shareholders at which a quorum is present. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional director of any class elected by the shareholders to fill a vacancy resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case will a decrease in the number of directors shorten the term of any incumbent director. A director shall hold office until the annual meeting for the year in which his term expires and until his successor shall be duly elected and qualified, subject, however, to prior death, resignation, retirement, disqualification or removal from office.

## ARTICLE VIL

#### 1. Capitalization

The aggregate number of shares which the Corporation shall have the authority to issue is Seventy-Five Million (75,000,000) shares of Common Stock having no par value.

# 2. Designation and Statement of Preferences. Limitations and Relative Rights of Common Stock.

2.01 Subject to the provisions of law, including the Texas Business Corporation Act and the Virginia Stock Corporation Act and to the conditions set forth in any law, including resolution of the Board of Directors of the Corporation, such dividends (payable in cash, stock or otherwise) as may be determined by the Board of Directors may be declared and paid on the Common Stock from time to time out of any funds legally available therefor.

2.02 The holders of the Common Stock shall exclusively possess full voting power for the election of directors and for all other purposes. In the exercise of its voting power, the Common Stock shall be entitled to one vote for each share held.

#### 3. Provisions Applicable to All Classes of Stock.

3.01 Subject to applicable law, the Board of Directors may in its discretion issue from time to time authorized but unissued shares for such consideration as it may determine. The shareholders shall have no pre-emptive rights, as such holders, to purchase any shares or securities of any class which may at any time be sold or offered for sale by the Corporation.

3.02 At each election for directors every shareholder entitled to vote at any meeting shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are directors to be elected. Cumulative voting of shares of stock in the election of directors or otherwise is hereby expressly prohibited.

3.03 The Corporation shall be entitled to treat the person in whose name any share or other security is registered as the owner thereof, for all purposes, and shall not be bound to recognize any equitable or other claim to or interest in such shares or other security on the part of any other person, whether or not the Corporation shall have notice thereof.

#### Provisions Apolicable to Certain Business Combinations.

4.01 The affirmative vote of the holders of not less than seventy-five percent (75%) of the outstanding shares of "Voting Stock" (as hereinafter defined) held by stockholders other than a "Substantial Shareholder" (as hereinafter defined) shall be required for the approval or authorization of any "Business Combination" (as hereinafter defined) of the Corporation with any Substantial Shareholder, provided, however, that the seventy-five percent (75%) voting requirement shall not be applicable if either.

(i) The "Continuing Directors" (as hereinafter defined) of the Corporation by the submative vote of at least a majority (a) have expressly approved in advance the acquisition of the outstanding shares of Voting Stock that caused such Substantial Shareholder to become a Substantial Shareholder, or (b) have expressly approved such Business Combination either in advance of or subsequent to such Substantial Shareholder's having become a Substantial Shareholder, or

(ii) The cash or fhir market value (as determined by at least a majority of the Continuing Directors) of the property, securities or other consideration to be received per share by holders of Voting Stock of the Corporation in the Business Combination is not less than the "Highest Per Share Price" or the "Highest Equivalent Price" (as these terms are hereinafter defined) paid by the Substantial Shareholder in acquiring any of its holdings of the Corporation's Voting Stock.

# 4.02 For purposes of this paragraph 4 of Article VII:

The term "Business Combination" shall include, without limitation. (1) (a) any merger or consolidation of the Corporation, or any entity controlled by or under common control with the Corporation, with or into any Substantial Shareholder, or any entity controlled by or under common control with the Substantial Sharebolder, (b) any merger or consolidation of a Substantial Shareholder, or any entity controlled by or under common control with the Corporation, (c) any sale, lease, exchange, transfer or other disposition of all or substantially all of the property and assets of the Corporation, or any entity controlled by or under common control with the Corporation, to a Substantial Shareholder, or any entity controlled by or under common control with the Substantial Shareholder, (d) any purchase, lease, exchange, transfer or other acquisition of all or substantially all of the property and assets of a Substantial Shareholder or any entity controlled by or under common control with the Corporation, (e) any recapitalization of the Corporation that would have the effect of increasing the voting power of a Substantial Shareholder, and (f) any agreement, contract or other arrangement providing for any of the transactions described in this definition of Business Combination.

(ii) The term "Substantial Shareholder" shall mean and include any individual, corporation, partnership or other person or entity which, together with its "Affiliates" and "Associates" (as those terms are defined in Rule 12b-2 of the General Rules and Regulations promulgated under the Securities Exchange Act of 1934 (the "Exchange Act") as in effect at the date of the adoption hereof), "Beneficially Owns" (as defined in Rule 13d-3 of the Exchange Act) an aggregate of 10 percent or more of the outstanding Voting Stock of the Corporation, and any Affiliate or Associate of any such individual, corporation, partnership or other person or entity.

(iii) Without limitation, any share of Voting Stock of the Corporation that any Substantial Shareholder has the right to acquire at any time (notwithstanding that Rule 13d-3 of the Exchange Act deems such shares to be beneficially owned only if such right may be exercised within 60 days) pursuant to any agreement, or upon exercise of conversion rights, warrants or options, or otherwise, shall be deemed to be Beneficially Owned by the Substantial Shareholder and to be outstanding for purposes of clause (ii) above.

(iv) For the purposes of subparagraph 4.01(ii) of this paragraph 4 of Article VII, the term "other consideration to be received" shall include, without limitation, Common Stock or other capital stock of the Corporation retained by its existing stockholders other than Substantial Shareholders or other parties to such Business Combination in the event of a Business Combination in which the Corporation is the surviving corporation.

(v) The term "Voting Stock" shall mean all of the outstanding shares of Common Stock entitled to vote on each matter on which the holders of record of Common Stock shall be entitled to vote, and each reference to a proportion of shares of Voting Stock shall refer to such proposition of the votes entitled to be cast by such shares.

(vi) The term "Continuing Director" shall mean a Director who was a

member of the Board of Directors of the Corporation immediately prior to the time that the Substantial Shareholder involved in a Business Combination became a Substantial Shareholder.

(vii) A Substantial Shareholder shall be deemed to have acquired a share of the Voting Stock of the Corporation at the time when such Substantial Shareholder became the Beneficial Owner thereof. With respect to the shares owned by Affiliates, Associates or other persons whose ownership is attributed to a Substantial Shareholder under the foregoing definition of Substantial Shareholder, if the price is paid by such Substantial Shareholder for such shares is not determinable by a majority of the Continuing Directors, the price so paid shall be deemed to be the higher of (a) the price paid upon the acquisition thereof by the Affiliate, Associate or other person or (b) the market price of the shares in question at the time when the Substantial Shareholder became the Beneficial Owner thereof.

(viii) The terms "Highest Per Share Price" and "Highest Equivalent Price" as used in this paragraph 4 of Article VII shall mean the highest price that can be determined to have been paid at any time by the Substantial Sharebolder for any share or shares of that class of capital stock. If there is more than one class of capital stock of the Corporation issued and outstanding, the Highest Equivalent Price shall mean with respect to each class and series of capital stock of the Corporation the amount determined by a majority of the Continuing Directors, on whatever basis they believe is appropriate, to be the highest per share price equivalent to the highest price that can be determined to have been paid at any time by the Substantial Shareholder for any share or shares of any class or series of capital stock of the Corporation. In determining the Highest Per Share Price and Highest Equivalent Price, all purchases by the Substantial Shareholder shall be taken into account regardless of whether the shares were purchased before or after the Substantial Shareholder became a Substantial Shareholder. The Highest Per Share Price and the Highest Equivalent Price shall include any brokerage commissions, transfer taxes and soliciting dealers' fees paid by the Substantial Shareholder with respect to the shares of capital stock of the Corporation acquired by the Substantial Shareholder. In the case of any Business Combination with a Substantial Shareholder, the Continuing Directors shall determine the Highest Per Share Price or the Highest Equivalent Price for each class and series of the capital stock of the Corporation.

4.03 The provisions set forth in this paragraph 4 of Article VII may not be amended, altered, changed or repealed in any respect unless such action is approved by the affirmative vote of the holders of not less than seventy-five percent (75%) of the outstanding shares of Voting Stock (as defined in this Article VII) of the Corporation at a meeting of the shareholders duly called for the consideration of such smendament, alteration, change or repeal; provided, however, that if there is a Substantial Shareholder (as defined in this Article VII), such action must also be approved by the affirmative vote of the holders of not less than seventy-five percent (75%) of the outstanding shares of Voting Stock held by the shareholders other than the Substantial Shareholder.

#### ARTICLE VIIL

The power to alter, amend or repeal the Corporation's bylaws, and to adopt new bylaws, is bereby vested in the Board of Directors, subject, however, to repeal or change by the affirmative vote of the bolders of seventy-five percent (75%) of the outstanding shares entitled to vote thereon.

*-*б-

The Corporation shall indemnify, to the fullest extent permitted by law, any person who was, is, or is threatened to be made a named defendant or respondent in any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding, by reason of the fact that such person is or was a director or officer of the Corporation, or, while such person was a director of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses (including attorney's fees) actually incurred by such person in connection with such action, suit, or proceeding. In addition to the foregoing, the Corporation shall, upon request of any such person described above and to the fullest extent permitted by law, pay or reimburse the reasonable expenses incurred by such person in any action, suit, or proceeding described above in advance of the final disposition of such action, suit, or proceeding described above in advance of the final disposition of such

# ARTICLE X.

No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for an act or omission in such director's capacity as a director, except for liability for (i) a breach of the director's duty of loyalty to the Corporation or its shareholders; (ii) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; (iv) an act or omission for which the liability of a director is expressly provided by statute; or (v) an act related to an unlawful stock repurchase or payment of a dividend. If the laws of the State of Texas or the Commonwealth of Virginia are bereafter amended to authorize corporate action further eliminating or limiting the personal liability of a director of the Corporation, then the liability of a director of the Corporation shall thereupon automatically be eliminated or limited to the fullest extent permitted by the laws of the State of Texas and the Commonwealth of Virginia. Any repeal or modification of this Article X by the shareholders of the Corporation shall not adversely affect any right or protection of a director existing prior to such time.

-7-

#### ARTICLES OF AMENDMENT TO THE RESTATED ARTICLES OF INCORPORATION OF ATMOS ENERGY CORPORATION AS AMENDED

Pursuant to the provisions of Article 11 of Chapter 9 of the Virginia Stock Corporation Act, the undersigned corporation (hereinafter referred to as the "Corporation") adopts the following Articles of Amendment to its Restated Articles of Incorporation as Amended, which increase the number of authorized shares of the common stock of the Corporation.

#### ARTICLE ONE

The name of the Corporation is Atmos Energy Corporation.

#### ARTICLE TWO

After being proposed by the Board of Directors of the Corporation and submitted to the shareholders in accordance with Chapter 9 of the Virginia Stock Corporation Act, the following amendment to the Restated Articles of Incorporation as Amended was adopted by the shareholders of the Corporation on February 10, 1999:

Section 1 of Article VII of the Restated Articles of Incorporation as Amended be amended to read as follows:

"The aggregate number of shares which the Corporation shall have the authority to issue is One Hundred Million (100,000,000) shares of Common Stock having no par value."

#### ARTICLE THREE

The number of shares of the Corporation outstanding as of the record date was 30,610,922 and the number of shares entitled to vote on the amendment was 30,610,922.

#### ARTICLE FOUR

The number of shares voting for the amendment to increase the number of authorized shares of common stock of the Corporation was 25,163,516, the number of shares voting against such amendment was 1,671,070, and the number of shares abstaining was 343,513.

DATED: February 10, 1999.

ATMOS ENERGY CORPORATION

Robert W.

Robert W. Best M. Chairman of the Board, President and Chief Executive Officer

#### COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION

#### February 17, 1999

The State Corporation Commission has found the accompanying articles submitted on behalf of

#### ATMOS ENERGY CORPORATION

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective February 17, 1999 at 08:50 AM.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

a had the second second

Commissioner

AHENACPT CIS20436 99-02-17-0136



# COMPTROLLER OF PUBLIC ACCOUNTS STATE OF TEXAS AUSTIN, 78774

 $\frac{1}{2}$ 

. i

# CERTIFICATION OF ACCOUNT STATUS

THE STATE OF TEXAS §

I, John Sharp, Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY that according to the current records of this office

# OHGC ACQUISITION CORPORATION

is out of business, that all required reports for taxes administered by the Comptroller have been filed and that taxes due on those reports have been paid. This certificate may be used for the purpose of dissolution, merger or withdrawal with the Texas Secretary of State.

This certificate is valid through 12-31-96.

GIVEN UNDER MY HAND AND SEAL OF OFFICE in the City of Austin, this 22nd day of NOVEMBER, 1995 A.D.

JOHN SHARP Comptroller of Public Accounts

Form 05-305 (Rev.10-93/7)

Charter/COA number: 013826247-0

### ARTICLES OF MERGER

#### OF

# UNITED CITIES GAS COMPANY

# WITH AND INTO

#### ATMOS ENERGY CORPORATION

Pursuant to the provisions of §13.1-720 of the Virginia Stock Corporation Act, United Cities Gas Company, an Illinois and Virginia corporation ("United Cities"), and Atmos Energy Corporation. a Texas corporation ("Atmos"), hereby execute the following Articles of Merger for the purpose of merging United Cities with and into Atmos:

# ARTICLE I

Attached hereto and made a part hereof for all purposes as Exhibit A is a Plan of Merger (the "Plue") providing for the merger of United Cities with and into Atmos, with Atmos being the surviving corporation incorporated under the laws of Texas and Virginia. The Plan was submitted to the shareholders of United Cities by the board of directors of United Cities in accordance with the provisions of the Virginia Stock Corporation Act. The Plan was submitted to the shareholders of Atmos by the board of directors of Atmos in accordance with the provisions of the Texas Business Corporation Act.

# ARTICLE II

The designation, number of outstanding shares and number of votes entitled to be cast by each young group entitled to vote separately on the Plan are as follows:

<u>Corporation</u>	Designation	Number of Outstanding <u>Shares</u>	Number of Votes Entitled to be Cast by Each Voting Group
United Offices	Common Stock	13,174,794	13.174.794
Atmos	Common Stock	16,029,581	16,029,581

# ARTICLE III

The total number of votes cast for and against the Plan by each voting group entitled to vote separately on the Plan are as follows:

Corporation	Total Voted For	Total Voted Against	Class of <u>Simres</u>
United Cities	9,445,280	64,096	Coursion Stock
Atmos	13,618,535	129,859	Common Stock

The total number of votes cast for the Plan by each voting group was sufficient for approval by that voting group.

# ARTICLE IV

The merger will become effective at 11:59 p.m., Eastern time, on July 31, 1997, in accordance with the provisions of §13.1-606 of the Virginia Stock Corporation Act.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed in its name and on its behalf by a duly authorized officer as of the 29 day of July, 1997.

# ATMOS ENERGY CORPORATION

Robert W. Best By:

Robert W. Best Chairman, President and Chief Executive Officer

UNITED CITIES GAS COMPANY oones

Gene C. Koonce

By:

Chairman of the Board, President and Chief Executive Officer F130245-6

#### COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION

July 29, 1997

The State Corporation Commission finds the accompanying articles submitted on behalf of

# ATMOS ENERGY CORPORATION

to comply with the requirements of law. Therefore, it is ORDERED that this

# **CERTIFICATE OF MERGER**

be issued and admitted to record with the articles in the office of the Clerk of the Commission. Each of the following:

United Cities Gas Company

is merged into ATMOS ENERGY CORPORATION, which continues to exist under the laws of MRGINIA with the name ATMOS ENERGY CORPORATION. The existence of each non-surviving entity ceases, according to the plan of merger.

The certificate is effective on July 31, 1997 at 11:59 PM.

STATE CORPORATION COMMISSION

Bv

Morum Commissioner

MERGACPT CIS20317 97-07-29-0055

#### PLAN OF MERGER

This PLAN OF MERGER (this "Plat.") by and between ATMOS ENERGY CORPORATION, a Texas corporation ("Atmos"), and UNITED CITIES GAS COMPANY, an Illinois and Virginia corporation ("United Cities"). Fursuant to this Plan, United Cities shall be merged with and into Atmos, with Atmos as the surviving corporation (the "Merger"), and the outstanding capital stock of United Cities shall be converted into the right to receive shares of capital stock of Atmos.

# WITNESSETH:

WHEREAS, Atmos is a corporation duly organized and existing under the laws of the State of Texas, and United Cities is a corporation duly organized and existing under the laws of the States of Illinois and Virginia;

WHEREAS, Atmos and United Cities: have entered into an Agreement and Plan of Reorganization dated July 19, 1996, as amended by Amendment No. 1 to Agreement and Plan of Reorganization dated October 3, 1996 (the "Reorganization Agreement"), which contemplates the merger of United Cities with and into Atmos, with Atmos as the surviving corporation as provided in this Plan; and

WHEREAS, the respective Boards of Directors of Atmos and United Cities have duly authorized the execution of this Plan and have directed that the Merger be submitted to their respective shareholders for a vote in accordance with the requirements of the Texas Business Corporation Act, the Illinois Business Corporation Act, and the Virginia Stock Corporation Act, the Boards of Directors and shareholders of Atmos and United Cities have approved the Merger, and the Board of Directors and shareholders of Atmos have authorized the issuance of shares of the common stock, no par value, of Atmos (the "Atmos Stock") in connection with the Merger;

NOW. THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

#### ARTICLE I

#### MERGER OF UNITED CITIES INTO ATMOS

SECTION 1.01 The Merger. In accordance with the Texas Business Corporation Act, the Illinois Business Corporation Act, and the Virginia Stock Corporation Act, United Cities shall be merged with and into Atmos at the effective time of the Merger (as defined below). Following the Merger, the separate corporate existence of United Cities shall cease and Atmos shall be the surviving corporation, organized under the laws of the State of Texas and the Commonwealth of Virginia (the "Surviving Corporation").

#### EXHIBIT A

#### SECTION 1.02 Effects of the Merger.

(a) The Merger shall have the effects set forth in the applicable provisions of the Texas Business Corporation Act, the Illinois Business Corporation Act, and the Virginia Stock Corporation Act. Without limiting the generality of the foregoing sentence, and subject thereto, at the Effective Time. by operation of law, all of the property, rights, privileges, powers and franchises of United Cities and Atmos shall vest in the Surviving Corporation, and all debts, liabilities and obligations of United Cities and Atmos shall be assumed by the Surviving Corporation and shall become the debts, liabilities and obligations of the Surviving Corporation.

(b) If, at any time after the Merger, the Surviving Corporation shall deem it necessary to obtain further assignments or documents to vest, perfect, confirm or record in the Surviving Corporation title to any property or rights of United Cities acquired as a result of the Merger, United Cities hereby authorizes the officers and directors of the Surviving Corporation or its successors to execute and deliver on behalf of and in the name of United Cities all such proper deeds, assignments and other instruments and to do all things necessary and proper to vest, perfect, confirm or record title to such property or rights in the Surviving Corporation or its successor.

#### SECTION 1.03 Articles of Incorporation; Bylaws.

(a) The Restated Articles of Incorporation of Atmos, as in effect inumediately prior to the Effective Time, shall be amended as provided herein, and such Restated Articles of Incorporation, as so amended, shall be the Articles of Incorporation of the Surviving Corporation, without any other modification or amendment until thereafter amended as provided by law. A copy of the Restated Articles of Incorporation of Atmos as amended hereby is attached hereto as Exhibit A.

(b) The text of Article One, Article Two and Article Three of the Restated Articles of Incorporation of Atmos shall be amended and restated in their entirety to read as follows:

#### "ARTICLE ONE

Atmos Energy Corporation, pursuant to the provisions of Article 4.07 of the Texas Business Corporation Act, adopted Restated Articles of Incorporation, which accurately copied the Articles of Incorporation and all amendments thereto that were in effect to date and such Restated Articles of Incorporation contained no change in any provision thereof.

#### ARTICLE TWO

Such Restated Articles of Incorporation were adopted by resolution of the board of directors of the corporation on the 8th day of November, 1989.

# ARTICLE THREE

The Restated Articles of Incorporation have been further amended pursuant to that certain Plan of Merger by and between Atmos Energy Corporation and United Cities Gas Company, an Illinois and Virginia corporation. The Articles of Incorporation and all amendments and supplements thereto as superseded by the Restated Articles of Incorporation and as amended pursuant to the Plan of Merger are as follows:"

(c) The text of Article II of the Restated Articles of Incorporation of Atra.55 shall be amended and restated in its entirety to read as follows:

"The purposes for which the Corporation is organized are the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act, including, but not limited to, the transportation and distribution of natural gas by pipeline as a public utility, except that with respect to the Commonwealth of Virginia, the Corporation may only conduct such business as is permitted to be conducted by a public service company engaged in the transportation and distribution of natural gas by pipeline."

(d) The text of Article III of the Restated Articles of Incorporation of Atmos shall be amended and restated in its entirety to read as follows:

#### "ARTICLE III.

The Corporation is incorporated in the State of Texas and the Commonwealth of Virginia. The post office address of the registered office of this Corporation in the State of Texas is Three Lincoln Centre, Suite 1800, 5430 LBJ Freeway, Dallas, Texas 75240, and the registered agent for service of this Corporation at the same address is Glen A. Blanscet. The post office address of the registered office of this Corporation in the Commonwealth of Virginia is Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219-4074, and the registered agent for service of this Corporation at the same address is Allen C. Goolsby, III, such registered agent being a resident of the Commonwealth of Virginia and a member of the Virginia State Bar."

(e) The text of Article VI of the Restated Articles of Incorporation of Minios shall be amended and restated in its entirety to read as follows:

#### "ARTICLE VI.

1. <u>Number of Directors</u>. The number of directors constituting the present board of directors is thirteen (13); however, thereafter the number of directors constituting the Board of Directors shall be fixed by the Bylaws of the Corporation. No director shall be removed during his term of office except for unuse and by the affirmative vote of the holders of seventy-five percent (75%) of the shares then entitled to vote at an election of directors. The names and addresses of the persons who are to serve as directors until the next annual meeting of the shareholders or until their successors are duly elected and qualified are as follows:

#### <u>Sime</u>

Classis, W., Bain II.

R. Bert W. Best

n Bushee

Bulhard W. Cardin

mas J Garland

The C. Koonce.

Address

2001 Coit Road Suite 130 Plano, TX 75075

Three Lincoln Centre Suite 1800 5430 LBJ Freeway Dallas, Texas 75240

2200 Ross Avenue Suite 2200 Dallas, TX 75201

107 Sheffield Court Nashville, TN 37215

Tusculum College McCormick Hall, 1st Floor Greeneville, TN 37743

5300 Maryland Way Brentwood, TN 37027

- 4 -

Name	Address
Vincent Lewis	Meadows Office Comp 301 Route #17, North Rutherford, NJ 07070
Thomas C. Meredith	Western Kentucky Uni Bowling Green, KY 42
Phillip E. Nichol	301 Commerce Suite 2800 Ft. Worth, TX 76102
Carl S. Quinn	4 East 75th Street, #8 New York, NY 10021
Lee E. Schlessman	1301 Pennsylvania Stre Penn Center

Charles K. Vaughan

Richard Ware II

Plaza One/Box One Amarillo, TX 79105

Election and Term. The directors shall be divided into three classes. 2. designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. At each annual meeting of shareholders, successors to the class of directors whose term expires at that annual meeting shall be elected for a three-year term. Directors shall be elected by a majority vote of the shares of the Common Stock entitled to vote in the election of directors and represented in person or by proxy at a meeting of shareholders at which a quorum is present. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional director of any class elected by the shareholders to fill a vacancy resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case will a decrease in the number of directors shorten the term of any incumbent

- 5 -

olex

iversity 2101

88

reet Suite 800 Denver, CO 80203

Three Lincoln Centre Suite 1800 5430 LBJ Freeway Dallas, TX 75240

director. A director shall hold office until the annual meeting for the year in which his term expires and until his successor shall be duly elected and qualified, subject, however, to prior death, resignation, retirement, disqualification or removal from office."

(f) The text of Subsection 2.01 of Article VII of the Restated Articles (f) Incorporation of Atmos shall be amended and restated in its entirety as follows:

"2.01 Subject to the provisions of law, including the Texas Business Corporation Act and the Virginia Stock Corporation Act and to the conditions set forth in any resolution of the Board of Directors of the Corporation, such dividends (payable in cash, stock or otherwise) as may be determined by the Board of Directors may be declared and paid on the Common Stock from time to time out of any funds legally available therefor."

(g) The text of Article X of the Restated Articles of Incorporation of Atmos shall be amended and restated in its entirety as follows:

#### "ARTICLE X.

No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for an act or omission in such director's capacity as a director, except for liability for (i) a breach of the director's duty of loyalty to the Corporation or its shareholders; (ii) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law: (iii) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; (iv) an act or omission for which the liability of a director is expressly provided by statute; or (v) an act related to an unlawful stock repurchase or payment of a dividend. If the laws of the State of Texas or the Commonwealth of Virginia are hereafter amended to authorize corporate action further eliminating or limiting the personal liability of a director of the Corporation, then the liability of a director of the Corporation shall thereupon automatically be eliminated or limited to the fullest extent permitted by the laws of the State of Texas and the Commonwealth of Virginia. Any repeal or modification of this Article X by the shareholders of the Corporation shall not adversely affect any right or protection of a director existing at the time of such repeal or modification with respect to such events or circumstances occurring or existing prior to such time."

(h) The Bylaws of Atmos, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation, without any modification or amendment until thereafter amended as provided by law.

#### SECTION 1.04 Directors and Officers.

(a) At the Effective Time, the number of directors of the Surviving Corporation shall be thirteen (13), and thereafter shall be set in the manner provided in the Bylaws of the Surviving Corporation. The directors of the Surviving Corporation shall be the nine (9) directors of Atmos in office at and as of the Effective Time and the following four (4) former directors of United Cities: Messrs. Gene C. Koonce, Vincent Lewis, Thomas J. Garland and Richard W. Cardin. Each of the Atmos directors in office prior to the Effective Time shall continue to serve in the class and for the term that he was serving at and as of the Effective Time, and the following directors shall serve in the classes and for the terms indicated: Mr. Koonce (Class I, with a term expiring in 1999); Mr. Lewis (Class I, with a term expiring in 1999); Mr. Cardin (Class III, with a term expiring in 1998). All of such directors shall remain in office until their respective successors are duly elected or appointed and qualified.

(b) The officers of Atmos in office at and as of the Effective Time shall remain the officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

#### ARTICLE II

# CONVERSION AND EXCHANGE OF SHARES

SECTION 2.01 Conversion of Shares. (a) At and as of the Effective Time, each outstanding share of the common stock of United Cities (the "United Cities Stock") automatically shall become and be converted into the right to receive one (1) share of Atmos Stock (as the same may be adjusted in accordance with the terms hereof). The exchange ratio set forth in the immediately preceding sentence shall be appropriately and proportionately adjusted in the event of any stock dividend on, or stock split or stock combination of, or any other like change in the Atmos Stock or the United Cities Stock based on a record date occurring during the period from July 19, 1996 until immediately prior to the Effective Time.

(b) At and as of the Effective Time, each share of the United Cities Stock then held in the treasury of United Cities, if any, shall, by virtue of the Merger and walk set any action on the part of the holder thereof, be canceled without payment of any come deration therefor and without any conversion thereof.

(c) No fraction of a share of Atmos Stock will be issuable upon the contrained of shares of United Cities Stock in the Merger. Instead, each shareholder of United Cities who but for this provision would be entitled to a fractional share of Atmos Statisticates who but for this provision would be entitled to a fractional share of Atmos Statisticate or certificates formerly representing shares of United Cities Stock (each, an Third Certificate"), receive in lieu of such fractional share, and without interest, a cash and and determined by multiplying such fraction by the average of the closing sale prices for a three of Atmos Stock, as reported on the NYSE, for the five (5) business days prior to the date on which the Effective Time shall occur.

Statistics N 2.02 Exchange of Certificates. (a) Following the Effective Time, the shareholders of United Cities shall deliver to the Paying Agent their Old Certificates. Upon surrender to the Paying Agent of outstanding Old Certificates, the holder of such Old Certificate or Old Certificates shall receive in exchange therefor a certificate (a "New Certificate") representing whole shares of the Atmos Stock (the "Atmos Shares") and cash in lieu of fractional shares in the redance with the provisions of Sections 2.01(a) and 2.01(c) of this Plan. Until so surrender to may the right to receive upon such surrender a New Certificate representing Atmos Shares and exchanged, each Old Certificate shall be deemed at and after the Effective Time to represent only the right to receive upon such surrender a New Certificate representing Atmos Shares and in lieu of fractional shares without any interest thereon. All rights to receive the Atmos Shares into which the shares of United Cities Stock are converted, and cash in lieu of fraction chares, pursuant to this Plan shall be deemed to have been issued and paid in full satisfact of all rights pertaining to such United Cities Stock.

(b) The New Certificates representing the Atmos Shares to be issued in the n with the Merger shall in each case be issued to the person in whose name the correct Old Certificate or Old Certificates is or are registered. A restrictive legend share placed on the New Certificates representing those Atmos Shares issued to persons have converge affiliates of United Cities prior to the Merger, and/or (ii) become affiliates whose after the Merger, and a notation shall be made in the appropriate records of condicating that the shares represented thereby are subject to certain restrictions on tracted for

(c) At the Effective Time, the stock transfer books of United Cities shall sub- and there shall be no further registration or transfers of shares of United Cities increaster in the records of United Cities.

(d) Unless and until an Old Certificate shall be surrendered to the Paying (1, 3) be forth herein, the holder of such Old Certificate shall not receive any dividends

- 8 -

or other distributions payable to record holders of the Atmos Stock. Upon and after such surrender, there shall be paid (without interest) to the record holder of the New Certificate issued and exchanged for such Old Certificate, the amount of any such dividend or other distribution (the record date for the payment of which was after the Effective Time) not previously paid to such holder. Holders of New Certificates who shall have surrendered their Old Certificates prior to any dividend record date will receive their dividends on the corresponding payment date.

The Atmos Shares issuable in the Merger are hereinafter called the (e) "Merger Consideration." Immediately following the Effective Time, Atmos shall deposit or cause to be deposited in trust with a bank or trust company to be designated by Atmos (the "Paving Agent"), as agent for the holders of the Old Certificates, the certificates representing the Atmos Shares that constitute the Merger Consideration. As soon as practicable after the Effective Time, the Paying Agent shall cause to be mailed, and shall make available at the offices of the Paying Agent, to each person entitled to receive the Merger Consideration, a form of a letter of transmittal and instructions for use in effecting the surrender for payment of the Old Certificates which, immediately prior to the Effective Time, represented shares of United Cities Stock. Upon surrender to the Paying Agent of such Old Certificates, together with such letter of transmittal, duly executed and completed in accordance with the instructions thereto, the Paying Agent shall promptly deliver the Merger Consideration to the persons entitled thereto, less any amount required to be withheld under applicable federal income tax regulations. If payment is to be made to a person other than the registered holder of the Old Certificate surrendered, it shall be a condition of such payment that the Old Certificate so surrendered shall be properly endorsed or otherwise be in proper form for transfer and that the person requesting such payment shall pay any transfer taxes required by reason of the payment to a person other than the registered holder of the Old Certificate surrendered or establish to the satisfaction of Atmos and the Paying Agent that such tax has been paid or is not applicable. The Paying Agent shall be authorized to deliver the Merger Consideration with respect to any Old Certificate for United Cities Stock theretofore issued which has been lost or destroyed, upon receipt of evidence satisfactory to Atmos and the Paying Agent of ownership of the United Cities Stock represented thereby and of appropriate indemnification. One year following the Effective Time, Atmos, as the surviving corporation in the Merger, shall be entitled to require the Paying Agent to deliver to Atmos any certificates representing United Cities Stock which have not been disbursed to holders of Old Certificates representing United Cities Stock outstanding immediately prior to the Effective Time, and thereafter such holders shall be entitled to look only to Atmos (subject to abandoned property, escheat, or other similar laws) for the New Certificates representing Atmos Shares payable upon due surrender of their Old Certificates representing United Cities Stock. Atmos shall pay all charges and expenses, including those of the Paying Agent, in connection with the exchange of the Merger Consideration for certificates representing United Cities Stock.

SECTION 2.03. Dissenting Shares. Notwithstanding anything in this Plan to the contrary, shares of United Cities Stock that are issued and outstanding immediately prior to the Effective Time and that are held by a holder of United Cities Stock who has not voted such shares in favor of adoption of this Plan and shall have properly demanded dissenters' rights for such shares in the manner provided in Section 11.70(a) of the Illinois Business Corporation Act ("United Cities Dissenting Shares") shall not be converted into the right to receive the Merger Consideration unless and until such holder becomes ineligible for such dissenters' rights. If such holder becomes ineligible for such dissenters' rights, then, as of the Effective Time or the occurrence of such event, whichever occurs last, such shares shall thereupon cease to be United Cities Dissenting Shares and shall be converted into the right to receive the Merger Consideration as provided in Section 2.01 hereof.

SECTION 2.04 Treatment of United Cities Options. Following the consummation of the Merger, Atmos agrees to continue in effect the United Cities Gas Company Long-Term Stock Plan of 1989, as amended. Persons holding options under such plan shall be allowed to exercise their options for Atmos Stock at the exchange rate set forth in Section 2.01. Persons holding stock appreciation rights under such plan shall be allowed to exercise such rights based on the price of Atmos Stock taking into account the exchange rate set forth in Section 2.01.

#### ARTICLE III

#### EFFECTIVE TIME

SECTION 3.01. Effective Time. The Merger shall become effective at 11:59 p.m., Eastern time, on July 31, 1997(the "Effective Time").

SECTION 3.02 Amendment. At any time before or after the approval of the Reorganization Agreement and this Plan by the respective shareholders of Atmos and United Cities and prior to the filing date, the Reorganization Agreement and this Plan may be amended in writing by Atmos and United Cities; provided, however, that after submission of the Plan to the shareholders of either party to the Merger, no amendment may be made which would (i) increase or decrease the amount or change the type of consideration into which each share of United Cities Stock shall be converted upon consummation of the Merger or (ii) otherwise be in conflict with §13.1-718(I) of the Virginia Stock Corporation Act. This Plan may not be amended except by an instrument in writing signed by the parties hereto.

SECTION 3.03 Abandonment. The Merger may be abandoned at any time prior to the filing date in accordance with the provisions set forth in the Reorganization Agreement.

EXHIBIT A

#### RESTATED ARTICLES OF INCORPORATION OF ATMOS ENERGY CORPORATION AS AMENDED

#### ARTICLE ONE

Atmos Energy Corporation, pursuant to the provisions of Article 4.07 of the Texas Business Corporation Act, adopted Restated Articles of Incorporation, which accurately copied the Articles of Incorporation and all amendments thereto that were in effect to date and such Restated Articles of Incorporation contained no change in any provision thereof.

#### **ARTICLE TWO**

Such Restated Articles of Incorporation were adopted by resolution of the board of directors of the corporation on the 8th day of November, 1989.

#### ARTICLE THREE

The Restated Articles of Incorporation have been further amended pursuant to that certain Plan of Merger by and between Atmos Energy Corporation and United Cities Gas Company, an Illinois and Virginia corporation. The Articles of Incorporation and all amendments and supplements thereto as superseded by the Restated Articles of Incorporation and as emended pursuant to the Plan of Merger are as follows

#### ARTICLE L

The name of the corporation shall be Atmos Energy Corporation (the 'Corporation')

#### ARTICLEIL

The purposes for which the Corporation is organized are the transaction of any or all and a business for which corporations may be incorporatial under the Texus Business Corporation. Act including, but not limited to, the transportation and distribution of natural gas by pipeline as a public utility, except that with respect to the Commonwealth of Virginia, the Corporation may only conduct such business as is permitted to be conducted by a public service company engaged in the transportation and distribution of natural gas by pipeline.

# ARTICLE III.

The Corporation is incorporated in the State of Texas and the Commonwealth of Virginia. The post office address of the registered office of this Corporation in the State of Texas is Three Lincoln Centre, Suite 1800, 5430 LBJ Freeway, Dallas, Texas 75240, and the registered agent for service of this Corporation at the same address is Glen A. Blanscet. The post office address of the registered affice of this Corporation in the Commonwealth of Virginia is Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219-4074, and the registered agent for service of this Corporation at the same address is Allen C. Goolsby, 111, such registered agent being a resident of the Commonwealth of Virginia and a member of the Virginia State Bar.

#### ARTICLE IV.

The period of the Corporation's duration shall be perpetual.

#### ARTICLE V.

The Corporation shall not commence business until it has received for the shares consideration of the value of One Thousand Dollars (\$1,000) consisting of money, labor done or property actually received.

#### ARTICLE VI.

1 Number of Directors. The number of directors constituting the present board of directors is thirteen (13); however, thereafter the number of directors constituting the Board of Directors shall be fixed by the Bylaws of the Corporation. No director shall be removed during his term of office except for cause and by the affirmative vote of the holders of seventy-five percent (75%) of the shares then entitled to vote at an election of directors. The names and addresses of the persons who are to serve as directors until the next annual meeting of the shareholders or until their successors are duly elected and qualified are as follows:

Name

W Bain II

Best

Represent W. Curdin.

and Garland

Address

2001 Coit Road Suite 130 Plano, TX 75075

Three Lincoln Centre Suite 1800 5430 LBJ Freeway Dallas, Texas 75240

2200 Ross Avenue Suite 2200 Dallas, TX 75201

107 Sheffield Court Nashville, TN 37215

Tusculum College McCormick Hall, 1st Floor Greeneville, TN 37743 Gene C. Koonce

Vincent Lewis

Thomas C. Meredith

Phillip E. Nichol

Carl S. Quinn

Lee E. Schlessman

Charles K. Vaughan

Richard Ware II

5300 Maryland Way Brentwood, TN 37027

Meadows Office Complex 301 Route #17, North Rutherford, NJ 07070

Western Kentucky University Bowling Green, KY 42101

301 Commerce Suite 2800 Ft. Worth, TX 76102

14 East 75th Street, #8B New York, NY 10021

1301 Pennsylvania Street Penn Center Suite 800 Denver, CO 80203

Three Lincoln Centre Suite 1800 5430 LBJ Freeway Dallas, TX 75240

Plaza One/Box One Amarillo, TX 79105

2 Election and Term The directors shall be divided into three classes, designated Class 1. Class 11 and Class 111. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. At each annual meeting shall be elected for a three-year term. Directors shall be elected by a majority vote of the shares of the Common Stock entitled to vote in the election of directors and represented in person or by proxy at a meeting of shareholders at which a quorum is present. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional director of any class elected by the shareholders to fill a vacancy resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case will a decrease in the number of directors shorten the term of any incumbent director. A director shall hold office until the annual meeting for the year in which his term expires and until his successor shall be duly elected and qualified, subject however, to prior death, resignation, retirement, disqualification or removal from office.

#### ARTICLE VII.

#### 1. Capitalization

The aggregate number of shares which the Corporation shall have the authority to issue is Seventy-Five Million (75,000,000) shares of Common Stock having no par value.

Designation and Statement of Preferences, Limitations and Relative Rights of Common Stock

the Viru of the B as may? from in:

election Stock St

wester.

of any Shareh

helapple

Sec.

•

stock Corporation Act and to the conditions set forth in any law, including resolution Directors of the Corporation, such dividends (payable in eash, stock or otherwise) the second of Directors may be declared and paid on the Common Stock me out of any funds legally available therefor

Subject to the provisions of law, including the Texas Business Corporation Act and

The Bolders of the Common Stock shall exclusively possess full voting power for the it is and for all other purposes. In the exercise of its voting power, the Common en theiro one vote for each share held

" Applicable to All Classes of Stock

So out to any builde law, the Board of Directory may more discretion assue from time and the states for such consultration as a may determine. The shareholders 1.1.1.111. shall ha Star Str

er ogen elegtion for grænters zvers skærekolder er tiled i ogere at and meeting skall te in person of by prove the manufer of states overed by him for as many e de la rectors to pe elected. Cumulative voting of source of stock in the election of nave the persons and the state of the shares of shares director

The correctation shall be entitled to treat the person in whose name any share or other the syner thereof, for all purposes and shall not be bound to recognize any it is on to or interest in such shares or other security on the part of any other person. SPLC MIN enuitable and the reportion shall have notice thereof whether

- in Applicable to Certain Basiness Combinations

a dimutive vote of the holders of not less man seventistive percent (75%) withe : Voene Stock (as bereinafter defined, held be er ekholdere other than a der sus heremather defined) shall be required for the approximer authorization monation cas herematter defineds of the Corporation with any Substantial and however that the seventy-five percent ( The verify requirement shall bet

The "Continuing Directors" (as bereinafter defined) of the Corporation athe vote of at least a majority (a) have expressly approved in advance the outstanding shares of Vinting Stock that caused such Substantial · Secome a Substantial Shareholder of (b) have expressly approved sees Combination either in advance of or subsequent to such Substantial a same become a Substantial Shareholder, or

a log cash or fair market value (as determined by at least a majoray of the the projectors of the property securities of other consideration to be received tiers of Voting Stock of the Corporation in the Business Combination and the "Highest Per Share Price" or the Highest Equivalent Price" (as as accountier defined) paid by the Substantial Shareholder in acquiring any of its holdings of the Corporation's Voting Stock.

4.02 For purposes of this paragraph 4 of Article VII:

(i) The term "Business Combination" shall include, without limitation, (a) any merger or consolidation of the Corporation, or any entity controlled by or under common control with the Corporation, with or into any Substantial Shareholder, or any entity controlled by or under common control with the Substantial Shareholder, (b) any merger or consolidation of a Substantial Shareholder, or any entity controlled by or under common control with the Corporation, (c) any sale, lease, exchange, transfer or other disposition of all or substantially all of the property and assets of the Corporation, or any entity controlled by or under common control with the Corporation, to a Substantial Shareholder, or onventity controlled by or under common control with the Substantial Shareholder, (d) any purchase, lease, exchange, transfer or other acquisition of all or substantially all of the property and assets of a Substantial Shareholder or any entity controlled by or under common control with the Corporation, (e) any recapitalization of the Corporation that would have the effect of increasing the voting power of a Substantial Sharcholder, and (f) any agreement, contract or other arrangement providing for any of the transactions described in this definition of Business Combination.

(ii) The term "Substantial Shareholder" shall mean and include any individual, corporation, partnership or other person or entity which, together with its "Affiliates" and "Associates" (as those terms are defined in Rule 12b-2 of the General Rules and Regulations promulgated under the Securities Exchange Act of 1934 (the "Exchange Act") as in effect at the date of the adoption hereof), "Beneficially Owns" (as defined in Rule 13d-3 of the Exchange Act) an aggregate of 10 percent or more of the outstanding Voting Stock of the Corporation, and any Affiliate or Associate of any such individual, corporation, partnership or other person or entity.

(iii) Without limitation, any share of Voting Stock of the Corporation that any Substantial Shareholder has the right to acquire at any time (notwithstanding that Rule 13d-3 of the Exchange Act deems such shares to be beneficially owned only if such right may be exercised within 60 days) pursuant to any agreement, or upon exercise of conversion rights, warrants or options, or otherwise, shall be deemed to be Beneficially Owned by the Substantial Shareholder and to be outstanding for purposes of clause (ii) above.

(iv) For the purposes of subparagraph 4.01(ii) of this paragraph 4 of Article VII, the term "other consideration to be received" shall include, without limitation, Common Stock or other capital stock of the Corporation retained by its existing stockholders other than Substantial Shareholders or other parties to such Business Combination in the event of a Business Combination in which the Corporation is the surviving corporation.

(v) The term "Voting Stock" shall mean all of the outstanding shares of Common Stock entitled to vote on each matter on which the holders of record of Common Stock shall be entitled to vote, and each reference to a proportion of shares of Voting Stock shall refer to such proposition of the votes entitled to be east by such shares

(vi) The term "Continuing Director" shall mean a Director who was a

member of the Board of Directors of the Corporation immediately prior to the time that the Substantial Shareholder involved in a Business Combination became a Substantial Shareholder.

(vii) A Substantial Shareholder shall be deemed to have acquired a share of the Voting Stock of the Corporation at the time when such Substantial Shareholder became the Beneficial Owner thereof. With respect to the shares owned by Atliliates, Associates or other persons whose ownership is attributed to a Substantial Shareholder under the foregoing definition of Substantial Shareholder, if the price is paid by such Substantial Shareholder for such shares is not determinable by a majority of the Continuing Directors, the price so paid shall be deemed to be the higher of (a) the price paid upon the acquisition thereof by the Affiliate, Associate or other person or (b) the market price of the shares in question at the time when the Substantial Shareholder became the Beneficial Owner thereof.

(viii) The terms "Highest Per Share Price" and "Highest Equivalent Price" as used in this paragraph 4 of Article VII shall mean the highest price that can be determined to have been paid at any time by the Substantial Shareholder for any share or shares of that class of capital stock. If there is more than one class of capital stock of the Corporation issued and outstanding, the Highest Equivalent Price shall mean with respect to each class and series of capital stock of the Corporation the amount determined by a majority of the Continuing Directors, on whatever basis they believe is appropriate, to be the highest per share price equivalent to the highest price that can be determined to have been paid at any time by the Substantial Shareholder for any share or shares of any class or series of capital stock of the Corporation. In determining the Highest Per Share Price and Highest Equivalent Price, all purchases by the Substantial Shareholder shall be taken into account regardless of whether the shares were purchased before or after the Substantial Shareholder became a Substantial Shareholder. The Highest Per Share Price and the Highest Equivalent Price shall include any brokerage commissions, transfer taxes and soliciting dealers' fees paid by the Substantial Shareholder with respect to the shares of capital stock of the Corporation acquired by the Substantial Shareholder. In the case of any Business Combination with a Substantial Shareholder, the Continuing Directors shall determine the Highest Per Share Price or the Highest Equivalent Price for each class and series of the capital stock of the Corporation.

4.03 The provisions set forth in this paragraph 4 of Article VII may not be amended, altered, changed or repealed in any respect unless such action is approved by the affirmative vote of the holders of not less than seventy-five percent (75%) of the outstanding shares of Voting Stock (as defined in this Article VII) of the Corporation at a meeting of the shareholders duly called for the consideration of such amendment, alteration, change or repeal; provided, however, that if there is a Substantial Shareholder (as defined in this Article VII), such action must also be approved by the affirmative vote of the holders of not less than seventy-five percent (75%) of the outstanding shares of Voting Stock held by the shareholders other than the Substantial Shareholder.

#### ARTICLE VIII.

The power to alter, amend or repeal the Corporation's bylaws, and to adopt new bylaws, is hereby vested in the Board of Directors, subject, however, to repeal or change by the affirmative vote of the holders of seventy-five percent (75%) of the outstanding shares entitled to vote thereon.

#### ARTICLE IX.

The Corporation shall indemnify, to the fullest extent permitted by law, any person who was, is, or is threatened to be made a named defendant or respondent in any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding, by reason of the fact that such person is or was a director or officer of the Corporation, or, while such person was a director of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses (including attorney's tees) actually incurred by such person in connection with such action, suit, or proceeding. In addition to the foregoing, the Corporation shall, upon request of any such person described above and to the fullest extent permitted by law, pay or reimburse the reasonable expenses incurred by such person in any action, suit, or proceeding described above in advance of the final disposition of such action, suit, or proceeding.

#### ARTICLE X.

No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for an act or omission in such director's capacity as a director, except for liability for (i) a breach of the director's duty of loyalty to the Corporation or its shareholders; (ii) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; (iv) an act or omission for which the liability of a director is expressly provided by statute; or (v) an act related to an unlawful stock repurchase or payment of a dividend. If the laws of the State of Texas or the Commonwealth of Virginia are hereafter amended to authorize corporate action further eliminating or limiting the personal liability of a director of the Corporation, then the liability of a director of the Corporation shall thereupon automatically be eliminated or limited to the fullest extent permitted by the laws of the State of Texas and the Commonwealth of Virginia. Any repeal or modification of this Article X by the shareholders of the Corporation shall not adversely affect any right or protection of a director existing at the time of such repeal or modification with respect to such events or circumstances occurring or existing prior to such time.

# APPLICATION FOR A CERTIFICATE OF AUTOURIES TO TRANSACT BUSINESS IN VIRGINIA SCC759/921

(09/96)

÷

		والمحادث والمح
the or country of incorporation	Texas	
late of incompanyion2/6/81	Period of dura	tion Perpetual
treet address of the corporation's princip	Dal office: 1800 Dallas	Texas 75240
Number and attack)	(City or town) (State	) (ZIP code)
ddress of the VIRGINIA registered off 951 East Byrd Street	ice of the corporation: Richmond	VA
Number and arrest)	(City or town)	(ZIP code)
The corporation's registered office in Vir Ricorond		
Name of the VERGENIA registered agenu	Li <u>Allen C. Go</u>	OISDY
<ul> <li>(1) An individual who is a reside</li> <li>[ ] an officer of the corj</li> <li>[ ] a director of the corj</li> <li>[ ] a member of the Vir</li> </ul>	poration poration	• •
(2: []] A professional corporation registered under § 54.1-	B ion or professional limited liabi	lity company of auomeys
Q (2: ) A professional corporation registered under § 54.1- NAME - THE THE	R ion or professional limited liabi -3902, Code of Va. OFFICERS	lity company of allorneys
Q (2: []] A professional corporation registered under § 54.1-	R ion or professional limited liabi -3902, Code of Va. OFFICERS	
Q (2: ) A professional corporation registered under § 54.1- NAME - THE THE	B ion or professional limited liabi 3902, Code of Va. OFFICERS BUSINE	
Q (2: ) A professional corporation registered under § 54.1- NAME AND TITLE Sep Analoged Addendum	B ion or professional limited liabi 3902, Code of Va. OFFICERS BUSINE DIRECTORS BUSIN BUSIN	<u>SS ADDRESS</u>
Q (2: [] A professional corporation registered under § 54.1- NAME	S     ion or professional limited liabi     3902, Code of Va.     OFFICERS     BUSINE     DIRECTORS     BUSIN     STOCK     CLASS A	SS ADDRESS IESS ADDRESS ND SERIES

# ADDENDUM TO APPLICATION FOR CERTIFICATE OF AUTHORITY (VIRGINIA) OF ATMOS ENERGY CORPORATION DIRECTORS

<u>NAME</u> Rober: A Best

Travis N. Bain II

Dan Businge

Thom: leredith

Phillip E. Nichol

Carl S Henn

Lee Sumes man

Charl, .aghan

Richar . 1 tre H

#### **BUSINESS ADDRESS**

Atmos Energy Corporation P. O. Box 650205 Dallas, TX 75265

Bain Enterprises 2001 Coit Road, Suite 130 Plano, TX 75075

Locke Purnell Rain Harrell 2200 Ross Avenue, Suite 2200 Dallas, TX 75201-6776

The University of Alabama System 401 Queen City Avenue Tuscaloosa, AL 35401-1551

PaineWebber 301 Commerce, Suite 2800 Ft. Worth, TX 76102

Quinn Oil Company, Ltd. 14 East 75<sup>th</sup> Street, No. 8B New York, NY 10021

Dolo Investment Company 1301 Pennsylvania Street Penn Center, Suite 800 Denver, CO 80203-5015

5515 Cedar Creek Lane Dallas, TX 75252

Amarillo National Bank Plaza One/Box One Amarillo, TX 79105

# ADDENDUM TO **APPLICATION FOR CERTIFICATE OF AUTHORITY (VIRGINIA)** OF ATMOS ENERGY CORPORATION **OFFICERS**

NAME Robert 3. Sest TITLE

Larry J. Dagley

J. Charles Goodman

H.F. Harber

Don E. James

Mary A. U. weil

Glen A: Blanseet

Chairman of the Board. President. and Chief Executive Officer

Executive Vice President & **Chief Financial Officer** 

Executive Vice President -**Corporate Operations** 

Sr. Vice President - Corporate Services

Sr. Vice President - Public Affairs

Sr. Vice President - Utility Services

Vice President, General **Counsel and Corporate** Secretary

**BUSINESS ADDRESS** 1800 III Lincoln Centre 5430 LBJ Freeway Dallas, TX 75240

1800 III Lincoln Centre 5430 LBJ Freeway Dallas, TX 75240

1800 III Lincoln Centre 5430 LBJ Freeway Dallas, TX 75240

1800 III Lincoln Centre 5430 LBJ Freeway Dallas, TX 75240

1800 III Lincoln Centre 5430 LBJ Freeway Dallas, TX 75240

1800 III Lincoln Centre 5430 LBJ Freeway Dallas, TX 75240

1800 III Lincoln Centre 5430 LBJ Freeway Dallas, TX 75240



# The State of Texas SECRETARY OF STATE

IT IS HEREBY CERTIFIED that the attached is/are true and correct copies of the following described document(s) on file in this office:

# ATMOS ENERGY CORPORATION CHARTER #548953-00

RESTATED ARTICLES OF INCORPORATION ASSUMED NAME CERTIFICATE ARTICLES OF MERGER ARTICLES OF AMENDMENT CHANGE OF REGISTERED OFFICE AND/OR AGENT ARTICLES OF MERGER NOVEMBER 10, 1989 NOVEMBER 4, 1992 DECEMBER 22, 1993 FEBRUARY 9, 1995 MAY 22, 1995 NOVEMBER 29, 1995

IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, on July 17, 1997.

Antonio O. Garza, Jr. Secretary of State PH

## RESTATED ARTICLES OF INCORPORATION OF ATMOS ENERGY CORFORATION

FILED In the Office of the Secretary of State of Texas NOV 1 0 1989

#### ARTICLE ONE

Corporations Section Atoms Energy Corporation, pursuant to the provisions Article 4.17 of the Texas Business Corporation Act, hereby adopto these Restated Articles of Incorporation, which accurately copy the Articles of Incorporation and all amendmanns thereto that are in effect to date and such Restated Articles of Incorporation contain no change in any provision thereof.

#### ARTICLE TWO

These Restated Articles of Incorporation were adopted by resolution of the board of directors of the corporation on the 8th day of November, 1989.

#### ARTICLE THREE

The Articles of Incorporation and all amendments and supplements thereto are hereby superseded by the following Restance Articles of Incorporation, which accurately copy the entire thereof:

#### ARTICLE I.

The name of the corporation shall be Atmos Energy Corporation (the "Corporation").

#### ARTICLE II.

The purpose for which the Corporation is organized is the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act, including, but not limited to, the following: the transportation and distribution of natural gas by pipeline as a public itility.

#### ARTICLE III.

The post office address of the registered office of this Corporation is Three Lincoln Centre, Suite 1800, 5430 LBJ Free Dallas, Texas 75246, and the registered agent for service of this Corporation at the same address is Don E. James.

#### ARTICLE IV.

The period of the Corporation's duration shall be perpensal.

#### ARTICLE V.

The Corporation shall not commence business until it has received for the shares consideration of the value of One Thousand Dollars (\$1,000) consisting of money, labor done or property actually received.

#### ARTICLE VI.

The number of directors constituting the present board of directors is nine (9); however, thereafter the number of directors constituting the Board of Directors shall be fixed by the Bylaws of the Corporation. No director shall be removed during his term of office except for cause and by the affirmative vote of the holders of seventy-five percent (75%) of the shares then entitled to vote at an election of directors. The names and addresses of the persons who are to serve is directors until the next annual meeting of the share aliers or until their successors are duly elected and qualified are as follows:

#### Name

Is. Bushee

Product. Fancher

#### Address

lrles K. Vaughan	Three Lincoln Centre Suite 1800 5430 LBJ Freeway Dallas, TX 75246	
Tryvis W. Bain II	502 Genesco Park Nashville, TN 37202	
791) L. Bell	1401 Elm Street Suite 1818 Dallas, Texas 75202	

2200 Ross Avenue Suite 2200 Dallas, TX 75201

1409 French Odessa, TX 79761

-2-

Phillip E. Nichol

John W. Norris, Jr.

P.O. Box 32500 Amarillo, TX 79120

1 1 .

P.O. Box 809000 Dallas, TX 75380

William M. Quackenbush 23:

2315 Harmony Amarillo, TX 79106

Dewey G. Williams

P.O. Box 2759 Dallas, TX 75221

#### ARTICLE VII.

#### 1. <u>Capitalization</u>.

The aggregate number of shares which the Corporation shall have the authority to issue is Fifty Million (50,000,000) shares of Common Stock having no par value.

#### 2. <u>Designation and Statement of Preferences</u>, Limitations and Relative Rights of Common Stock.

2.01 Subject to the provisions of the Texas Business Corporation Act and to the conditions set forth in any Resolution of the Board of Directors of the Corporation, such dividends (payable in cash, stock or otherwise) as may be determined by the Board of Directors may be declared and paid on the Common Stock from time to time out of any funds legally available therefor.

2.02 The holders of the Common Stock shall exclusively possess full voting power for the election of directors and for all other purposes. In the exercise of its voting power, the Common Stock shall be entitled to one vote for each share held.

#### 3. Provisions Applicable to All Classes of Stock.

3.01 Subject to applicable law, the Board of Directors may in its discretion issue from time to time authorized but unissued shares for such consideration as it may determine. The shareholders shall have no pre-emptive rights, as such holders, to purchase any shares or securities of any class which may at any time be sold or offered for sale by the Corporation.

3.02 At each election for directors every shareholder entitled to vote at any meeting shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are directors to be elected.

-3-

Cumulative voting of shares of stock in the election of directors or otherwise is hereby expressly prohibited.

3.33 The Corporation shall be entitled to treat the person in whose name any share or other security is registered as the iwner thereof, for all purposes, and shall not be bound to receptize any equitable or other claim to or interest in such shares or other security on the part of any other person, whether or not the Corporation shall have notice thereof.

4. <u>Provisions Applicable to Certain Business</u> Combinations.

4.01 The affirmative vote of the holders of not less than seventy-five percent (75%) of the outstanding shares of "Voting Stock" (as hereinafter defined) held by stockholders other than a "Substantial Shareholder" (as hereinafter defined) shall be required for the approval or authorization of any "Business Combination" (as hereinafter defined) of the Corporation with any Substantial Shareholder; provided, however, that the seventy-five percent (75%) voting requirement shall not be applicable if either:

(i) The "Continuing Directors" (as hereinafter defined) of the Corporation by the affirmative vote of at least a majority (a) have expressly approved in advance the acquisition of the outstanding shares of Voting Stock that caused such Substantial Shareholder to become a Substantial Shareholder, or (b) have expressly approved such Business Combination either in advance of or subsequent to such Substantial Shareholder's having become a Substantial Shareholder; or

(i) The cash or fair market value (as determined by at least a majority of the Continuing Directors) of the property, securities or other consideration to be received per share by holders of Voting Stock of the Corporation in the Business Combination is not less than the "Highest Per Share Price" or the "Highest Equivalent Frice" (as these terms are hereinafter defined) paid by the Substantial Shareholder in acquiring any of its holdings of the Corporation's Voting Stock.

3. The For purposes of this paragraph 4 of Article VII:

"Business Combination" The term shall 5 <u>1</u> V include, without limitation, (a) any merger or consolidation of the Corporation, or any entity controlled by or under common control with the Comportation, with or into any Substantial Shareholder, or any entity controlled by or under common control with the Substitutial Shareholder, (b) any merger or consolidation cf a Substantial Shareholder, or any entity controlled by

ander termon control with the Corporation, (c) any teste, lease, exchange, transfer or other disposition of all or substantially all of the property and assets of the Derperation, or any entity controlled by or under moment control with the Corporation, to a Substantial marchelder, or any entity controlled by or under common with the Substantial Shareholder, (d) any in this, lease, exchange, transfer or other acquisition in the property and assets of a Carstantial Shareholder or any entity controlled by or ancies common control with the Corporation, (e) any instalization of the Corporation that would have the tight of increasing the voting power of a Substantial Descención, and (f) any agreement, contract or other a angement providing for any of the transactions intribed in this definition of Business Combination.

The term "Substantial Shareholder" shall mean include any individual, corporation, partnership or person or entity which, together with its "Milliates" and "Associates" (as those terms are defined in Rule 12b-2 of the General Rules and Regulations promulgated under the Securities Exchange Act of 1934 The "Exchange Act") as in effect at the date of the acception hereof), "Beneficially Owns" (as defined in Rule list of the Exchange Act) an aggregate of 10 percent or more of the outstanding Voting Stock of the Corporation, and any Affiliate or Associate of any such individual, historical, partnership or other person or entity.

iii) Without limitation, any share of Voting Stock the Corporation that any Substantial Shareholder has right to acquire at any time (notwithstanding that filled of the Exchange Act deems such shares to be fictally owned only if such right may be exercised in 60 days) pursuant to any agreement, or upon filled of conversion rights, warrants or options, or filled of clause (ii) above.

For the purposes of subparagraph 4.01(ii) of puragraph 4 of Article VII, the term "other libration to be received" shall include, without rector, Common Stock or other capital stock of the control retained by its existing stockholders other contrantial Shareholders or other parties to such include Combination in the event of a Business constron in which the Corporation is the surviving constron.

The term "Voting Stock" shall mean all of the saling shares of Common Stock entitled to vote on matter on which the holders of record of Common الالالي المتعام متعام الالا

Stock shall be entitled to vote, and each reference to a proportion of shares of Voting Stock shall refer to such proposition of the votes entitled to be cast by such shares.

(vi) The term "Continuing Director" shall mean a Director who was a member of the Board of Directors of the Corporation immediately prior to the time that the Substantial Shareholder involved in a Business Compination became a Substantial Shareholder.

(vii) A Substantial Shareholder shall be deemed to have acquired a share of the Voting Stock of the Corporation at the time when such Substantial Shareholder became the Beneficial Owner thereof. With respect to the shares owned by Affiliates, Associates or other persons whose ownership is attributed to a Substantial Shareholder under the foregoing definition of Substantial Shareholder, if the price is paid by such Substantial Shareholder for such shares is not determinable by a majority of the Continuing Directors, the price so paid shall be deemed to be the higher of (a) the price paid upon the acquisition thereof by the Affiliate, Associate or other person or (b) the market price of the shares in guastion at the time when the Substantial Shareholder became the Beneficial Owner thereof.

(viii) The terms "Highest Per Share Price" and "Highest Equivalent Price" as used in this paragraph 4 of Article VII shall mean the highest price that can be determined to have been paid at any time by the Substantial Shareholder for any share or shares of that class of capital stock. If there is more than one class of capital stock of the Corporation issued and constanding, the Highest Equivalent Price shall mean with records to each class and series of capital stock of the Corporation the amount determined by a majority of the Continuing Directors, on whatever basis they believe is appropriate, to be the highest per share price equivalent to the highest price that can be determined to have been pair at any time by the Substantial Shareholder for any share or shares of any class or series of capital stock of the Corporation. In determining the Highest Per Share Price and Highest Equivalent Price, all purchases by the Succential Shareholder shall be taken into account regardless of whether the shares were purchased before or attir the Substantial Shareholder became a Substantial Shareholder. The Highest Per Share Price and the Highest Equivalent Price shall include any brokerage commissions, transfor taxes and soliciting dealers' fees paid by the Succential Shareholder with respect to the shares of capital stock of the Corporation acquired by the Succential Shareholder. In the case of any Business

Combination with a Substantial Shareholder, the Continuing Directors shall determine the Highest Per Share Price or the Highest Equivalent Price for each class and series of the capital stock of the Corporation.

4.03 The provisions set forth in this paragraph 4 of Article VII may not be amended, altered, changed or repealed in any respect unless such action is approved by the affirmative vote of the holders of not less than seventy-five percent (75%) of the outstanding shares of Voting Stock (as defined in this Article VII) of the Corporation at a meeting of the shareholders duly called for the consideration of such amendment, alteration, change or repeal; provided, however, that if there is a Substantial Shareholder (as defined in this Article VII), such action must also be approved by the affirmative vote of the holders of not less than seventy-five percent (75%) of the outstanding shares of Voting Stock held by the shareholders other than the Substantial Shareholder.

#### ARTICLE VIII.

The power to alter, amend or repeal the Corporation's bylaws, and to adopt new bylaws, is hereby vested in the Board of Directors, subject, however, to repeal or change by the affirmative vote of the holders of seventy-five percent (75%) of the outstanding shares entitled to vote thereon.

#### ARTICLE IX.

The Corporation shall indemnify, to the fullest extent permitted by law, any person who was, is, or is threatened to be made a named defendant or respondent in any threatened, pending, or completed action, suit, or proceeding, whether criminal, administrative, civil, arbitrative, or investigative, any appeal in such action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding, by reason of the fact that such person is or was a director or officer of the Corporation, or. while such person was a director of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses (including attorney's fees) actually incurred by such person in connection with such action, suit, or proceeding. In addition to the foregoing, the Corporation shall, upon request of any such person described above and to the fullest extent permitted by law, pay or reimburse the reasonable expenses incurred by such person in any action, suit, or proceeding described above in advance of the final disposition of such action, suit, or proceeding.

#### ARTICLE X.

No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for an act or omission in such director's capacity as a director, except for liability for (1) a breach of the director's duty of loyalty to the Corporation or its sharehelders: (11) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; (iv) an act or omission for which the liability of a director is expressly provided by statute; or (v) an act related to an unlawful stock repurchase or payment of a dividend. If the laws of the State of Texas are hereafter amended to authorize corporate action further eliminating or limiting the personal liability of a director of the Corporation, then the liability of a director of the Corporation shall thereupon automatically be eliminated or limited to the fullest extent permitted by such laws. Any repeal or modification of this Article X by the shareholders of the Corporation shall not adversely affect any right or protection of a director existing at the time of such repeal or modification with respect to such events or circumstances occurring or existing prior to such time.

DATED: November 8, 1989.

ATMOS ENERGY CORPORATION

Charles. By: 16 6 Charles K. Vaughan President

#### ASSUMED NAME CERTIFICATE

NOV 0 4 1992

FILED In the Office of the Secretary of State of Teras

; -

1

1 '

FOR AN INCORPORATED BUSINESS OR PROFESSION Corporations Section

I.

GAS DIMERRY.

II.

The name of the incorporated business or profession as stated in its Articles of Incorporation or comparable document is ATMOS ENERGY CORPORATION, and the charter number or certificate of authority number is 548953.

#### III.

The state, country, or other jurisdiction under the laws of which it was incorporated is Texas, and the address of its region this or similar office in that jurisdiction is Three Lincoln Centic. Buite 1800, 5430 LBJ Freeway, Dallas, Texas 75240.

#### IV.

Is period, not to exceed ten years, during which the assumed name which is ten years.

2 corporation is a business corporation.

#### VI.

The address of the registered office is Three Lincoln Centre, Suite 1800, 5430 LBJ Freeway, Dallas, Texas 75240, and the name of its registered agent at such address is DON E. JAMES. The address of the principal office is the same as stated above.

#### VII.

The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are all counties.

> ATMOS ENERGY CORPORATION, a Texas Corporation

DON E. JAMES Senior Vice President & General Counsel

BEFORE ME, on this 2nd day of <u>(origin lin</u>, 1992, personally appeared DON E. JAMES, Senior Vice President and General Counsel, and acknowledged to me that he executed the foregoing certificate for the purposes therein expressed.

SUZANNE JOHNSON Notary Public. State of Texas My Commission Expires 07-17-1994 

NOTARY PUBLIC HALSON! UZANNE Name (printed) My commission expires: 7-17-94

# \* 1 1 7 5 5 3 3 5 7 4

#### ARTICLES OF MERGER

0F

FILED In the Office of the Secretary of State of Texas

7E1: 2 2 1993

Corporations Section

# GREELEY GAS ACQUISITION CORPORATION

INTO

ATMOS ENERGY CORPORATION

Pursuant to the provisions of Article 5.16 of the Texas Business Corporation Act, Atmos Energy Corporation, a corporation organized under the laws of the State of Texas (the "Surviving Corporation") and owner of all of the shares of Greeley Gas Acquisition Corporation, a corporation organized under the laws of the State of Colorado (the "Subsidiary Corporation"), hereby executes the following Articles of Merger:

1. The names of the parent and subsidiary corporations and the respective jurisdictions under which each is organized is as follows:

	Name of Parent Corporation State
	Atmos Energy Corporation Texas
	Name of Subsidiary Corporation State
	Greeley Gas Acquisition Corporation Colorado
2,	The number of outstanding shares of each class of the

Subsidiary Corporation and the number of shares of each class owned by the Surviving Corporation is:

Class	Number of Shares Outstanding	Number of Shares Owned by Surviving Corporation
Common Stock, without par valu par share	1,000	1,000

Attached hereto as Exhibit A is a copy of the resolutions of the Board of Directors of Atmos Energy Corporation to merge the Substituty Corporation with and into the Surviving Corporation. Such a solutions were adopted as of December 22, 1993.

•

2.TTD as of this 22nd day of December, 1993.

11 10 100

#17**19**414 .5.28224+ ATMOS ENERGY CORPORATION

By: 1, 1. Ronald L. Fancher President and Chief (Ga) Operating Officer

#### EXHIBIT A

#### RESOLUTIONS AND PLAN OF MERGER

RESCLVED, that Atmos Energy Corporation, as the sole shareholder of Greeley Gas Acquisition Corporation, a Colorado corporation (the "Subsidiary Corporation"), does hereby authorize and approve the merger of the Subsidiary Corporation into Atmos Energy Corporation, pursuant to Section 7-7-106 of the Colorado Corporation Code, Article 5.16 of the Texas Business Corporation Act, and the Plan of Merger, as set forth herein, with Atmos Energy Corporation (the "Surviving Corporation") being the surviving corporation in such merger upon the following terms and conditions:

#### I. Effective Date of the Merger

At the effective date of the Merger, the separate existence of the Subsidiary Corporation shall cease and shall be merged into the Surviving Corporation. This merger shall become effective upon the filing of Articles of Merger with the Secretaries of State of the States of Texas and Colorado (herein called the "Effective Date of the Merger").

#### II. Bylaws

The Bylaws of the Surviving Corporation at the Effective Date of the Merger shall be the Bylaws of the Surviving Corporation until the same shall be altered or amended in accordance with the provisions thereof.

#### III. Directors and Officers

The Directors of the Surviving Corporation at the Effective Date of the Merger shall be the directors of the Surviving Corporation until their respective successors are duly elected and qualified. Subject to the authority of the Board of Directors as provided by law and the Bylaws of the Surviving Corporation, the officers of the Surviving Corporation at the Effective Date of the Merger shall be the officers of the Surviving Corporation.

#### 17. Conversion of Shares in the Merger

The presently issued and outstanding shares of capital stock of the Subsidiary Corporation, all of which are owned by the Surviving Corporation, shall be surrendered and cancelled and no shares of the Surviving Corporation shall be issued in exchange therefor.

#### 7. Articles of Incorporation

The Articles of Incorporation of the Surviving Corporation shall remain as in effect at the Effective Date of the Merger and shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

1111003451

#### With Effect of Merger

algree.

121593:

1.15. TEC

The Merger shall have the effects set forth in the applicable providence of the Texas Business Corporation Act and the Colorado Corporation Code.

CONTRER RESOLVED, that this Plan of Merger shall also constants a Plan of Liquidation of a wholly-owned subsidiary corportion under Section 332 of the Internal Revenue Code of 1986, to amended; and

FURTHER RESOLVED, that the officers of the Surviving Corporation be, and each (acting alone) hereby is, authorized and empowerse, in the name and on behalf of the Surviving Corporation, to do in cause to be done, all things, and to sign, execute, certify to, verify, acknowledge, deliver, accept, file, and record any and all such documents as, in the judgment of any such officient shall be necessary, desirable, or appropriate in order to effect the Merger of the Subsidiary Corporation with and into the Survi ing Corporation or otherwise to effectuate the purposes of these resolutions.

FILED In the Office of the Secretary of State of Texas

# STATEMENT OF CHANGE OF REGISTERED OFFICE MAY 2 2 1995 OR REGISTERED AGENT, OR BOTH, BY A TEXAS Corporations Section DOMESTIC COFIPORATION

1. The name of the corporation is ATMOS ENERGY CORPORATION.

2. The address, including street and number, of its present registered office as shown in the records of the Secretary of State of the State of Texas is Three Lincoln Centre, Suite 1800, 5430 LBJ Freeway, Dallas, Texas 75240.

3. The name of its registered agent, as shown in the records of the Secretary of State of the State of Texas prior to the filing of this statement is Don E. James.

4. The name of its registered agent is to be changed to Glen A. Blanscet.

5. The address of its registered office and the address of the business office of its registered agent will be identical.

6. Such change was authorized by the board of directors of the undersigned corporation.

DATED: May 15, 1995.

#### ATMOS ENERGY CORPORATION

Bv:

Gien A. Blanscet, Vice President, General Counsel and Corporate Secretary

# 10103392920

	FILED In the Office of the Secret String of Texas
Articles of Merger Of:	NOV 2 9 1995
OHGC ACQUISITION CORPORATION	Corporations Section
ATMOS ENERGY CORPORATION	

Pursuant to the provisions of Article 5.16 of the Texas Business Corporation Act, Atmos Energy Corporation, a corporation organized under the laws of the State of Texas (the 'Surviving Corporation'), and owner of all of the shares of OHGC Acquisition Corporation, a corporation organized under the laws of the State of Texas (the 'Subsidiary Corporation'), hereby executes and adopts the following Articles of Merger:

## ARTICLE ONE

The name of the parent and subsidiary corporations and the jurisdictions under which each is organized is as follows:

Parent Corporation	<u>State</u>
Atmos Energy Corporation	Texas
Subsidiary Corporation	State
OHGC Acquisition Corporation	Texas

## ARTICLE TWO

The number of outstanding shares of each class of the Subsidiary Corporation and the number of shares of each class of the Subsidiary Corporation owned by the Surviving Corporation is as follows:

Class	Number of Shares Outstanding	Number of Shares Owned by the Surviving Corporation
Common Stock, par value \$1.00 per share	1,000	1,000

1

# ARTICLE THREE

Attached hereto as <u>Exhibit A</u> is a copy of the resolutions of the Board of Directors of Atmos Energy Corporation approving the merger of the Subsidiary Corporation with and into the Surviving Corporation. Such resolutions were adopted on October 17, 1995.

2

DATED: November 29, 1995

D.CO.A.LINCTV.

# ATMOS ENERGY CORPORATION

2 2 0 3 8 U ?

1 ?

2

By:

Robert F. Stephens President and Chief Operating Officer

a:Coeanavne rger2.art SL

) ? 0 3 3

#### EXHIBIT "A"

RESOLVED, that the President or the Executive Vice President and Chief Financial Officer of the Company be, and hereby is, authorized and directed to execute and deliver, for and on behalf of and in the name of the Company, the Reorganization Agreement, in substantially the form submitted to the directors at this meeting and attached to the minutes of this meeting, with such changes thereto as the officer executing the same may, in his sole discretion, deem necessary, appropriate, or desirable, pursuant to which the Company will acquire Oceana in a tax-free merger (the "Merger") of Oceana with and into Acquisition, followed by a statutory merger of Acquisition with and into the Company, and all of the outstanding shares of Oceana will be converted into the right to receive whole shares (and cash in lieu of fractional shares) of the common stock, no par value, of the Company (the "Atmos Common Stock") with a market value (determined in the manner set forth in the Reorganization Agreement) equal to \$6,438,000 (the "Purchasc) Price"); and

FURTHER RESOLVED, that, after the closing of the Proposed Transaction, the Company shall merge Acquisition, a wholly owned subsidiary of the Company, into the Company, with the Company being the surviving corporation, in accordance with the requirements of Article 5.16 of the Texas Business Corporation Act and that the proper officers of the Company be, and hereby are, authorized and empowered, in the name and on behalf of the Company, to do or cause to be done all things, and to sign, execute, certify to, verify, acknowledge, deliver, accept, file, and record any and all such documents, as, in the sole judgement of any such officer, shall be necessary, desirable, or appropriate in order to effect the marger of Acquisition with and into the Company or otherwise to effectuate the purpose of this resolution. Commontarial the Hirginia



# State Corporation Commission

# I Certify the Following from the Records of the Commission:

the foregoing is a true copy of all documents constituting the charter of ATMOS ENERGY CORPORATION.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date: April 23, 1999

Elerk of the Commission

CIS20316

COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION

February 17, 1999

The State Corporation Commission has found the accompanying articles submitted on behalf of

# ATMOS ENERGY CORPORATION

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective February 17, 1999 at 08:50 AM.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

Bv

Commissioner

AMENACPT CIS20436 99-02-17-0136



## ARTICLES OF AMENDMENT TO THE RESTATED ARTICLES OF INCORPORATION OF ATMOS ENERGY CORPORATION AS AMENDED



Pursuant to the provisions of Article 11 of Chapter 9 of the Virginia Stock Corporation Act, the undersigned corporation (hereinafter referred to as the "Corporation") adopts the following Articles of Amendment to its Restated Articles of Incorporation as Amended, which increase the number of authorized shares of the common stock of the Corporation.

#### ARTICLE ONE

The name of the Corporation is Atmos Energy Corporation.

#### **ARTICLE TWO**

After being proposed by the Board of Directors of the Corporation and submitted to the shareholders in accordance with Chapter 9 of the Virginia Stock Corporation Act, the following amendment to the Restated Articles of Incorporation as Amended was adopted by the shareholders of the Corporation on February 10, 1999:

Section 1 of Article VII of the Restated Articles of Incorporation as Amended be amended to read as follows:

"The aggregate number of shares which the Corporation shall have the authority to issue is One Hundred Million (100,000,000) shares of Common Stock having no par value."

#### ARTICLE THREE

The number of shares of the Corporation outstanding as of the record date was 30,610,922 and the number of shares entitled to vote on the amendment was 30,610,922.

#### **ARTICLE FOUR**

The number of shares voting for the amendment to increase the number of authorized shares of common stock of the Corporation was 25,163,516, the number of shares voting against such amendment was 1,671,070, and the number of shares abstaining was 343,513.

DATED: February 10, 1999.

ATMOS ENERGY CORPORATION

1), Best Bv:

Robert W. Best PLA Chairman of the Board, President and Chief Executive Officer F130245-6

#### COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION

#### July 29, 1997

The State Corporation Commission finds the accompanying articles submitted on behalf of

#### ATMOS ENERGY CORPORATION

to comply with the requirements of law. Therefore, it is ORDERED that this

# CERTIFICATE OF MERGER

be issued and admitted to record with the articles in the office of the Clerk of the Commission. Each of the following:

United Cities Gas Company

is merged into ATMOS ENERGY CORPORATION, which continues to exist under the laws of VIRGINIA with the name ATMOS ENERGY CORPORATION. The existence of each non-surviving entity ceases, according to the plan of merger.

The certificate is effective on July 31, 1997 at 11:59 PM.

STATE CORPORATION COMMISSION

loren By Commissioner

MERGACPT CIS20317 97-07-29-0055



# COMPTROLLER OF PUBLIC ACCOUNTS STATE OF TEXAS AUSTIN, 78774

:)

## CERTIFICATION OF ACCOUNT STATUS

THE STATE OF TEXAS

COUNTY OF TRAVIS §

I, John Sharp, Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY that according to the current records of this office

#### **OHGC ACQUISITION CORPORATION**

is out of business, that all required reports for taxes administered by the Comptroller have been filed and that taxes due on those reports have been paid. This certificate may be used for the purpose of dissolution, merger or withdrawal with the Texas Secretary of State.

This certificate is valid through 12-31-96.

GIVEN UNDER MY HAND AND SEAL OF OFFICE in the City of Austin, this 22nd day of NOVEMBER, 1995 A.D.

JOHN SHARP Comptroller of Public Accounts

Form 05-305 (Rev.10-93/7)

Charter/COA number: 013626247-0

# ARTICLES OF MERGER

#### OF

# UNITED CITIES GAS COMPANY

#### WITH AND INTO

# ATMOS ENERGY CORPORATION

Pursuant to the provisions of §13.1-720 of the Virginia Stock Corporation Act, United Cities Gas Company, an Illinois and Virginia corporation ("United Cities"), and Atmos Energy Corporation, a Texas corporation ("Atmos"), hereby execute the following Articles of Merger for the purpose of merging United Cities with and into Atmos:

#### <u>ARTICLE I</u>

Attached hereto and made a part hereof for all purposes as Exhibit A is a Plan of Merger (the "Plan") providing for the merger of United Cities with and into Atmos, with Atmos being the surviving corporation incorporated under the laws of Texas and Virginia. The Plan was submitted to the shareholders of United Cities by the board of directors of United Cities in accordance with the provisions of the Virginia Stock Corporation Act. The Plan was submitted to the shareholders of Atmos by the board of directors of Atmos in accordance with the provisions of the Texas Business Corporation Act.

#### <u>ARTICLE II</u>

The designation, number of outstanding shares and number of votes entitled to be cast by each voting group entitled to vote separately on the Plan are as follows:

<u>Corporation</u>	Designation	Number of Outstanding <u>Shares</u>	Number of Votes Entitled to be Cast by Each Voting Group
United Cities	Common Stock	13,174,794	13,174,794
Atmos	Common Stock	16,029,581	16,029,581



#### ARTICLE III

The total number of votes cast for and against the Plan by each voting group entitled to vote separately on the Plan are as follows:

<u>Corporation</u>	Total Voted For	Total Voted <u>Against</u>	Class of <u>Shares</u>
United Cities	9,445,280	64,096	Common Stock
Atmos	13,618,535	129,859	Common Stock

The total number of votes cast for the Plan by each voting group was sufficient for approval by that voting group.

#### ARTICLE IV

The merger will become effective at 11:59 p.m., Eastern time, on July 31, 1997, in accordance with the provisions of §13.1-606 of the Virginia Stock Corporation Act.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed in its name and on its behalf by a duly authorized officer as of the 29 day of July, 1997.

#### ATMOS ENERGY CORPORATION

W. Best By:

Robert W. Best Chairman, President and Chief Executive Officer

UNITED CITIES GAS COMPANY

mu

Geñe C. Koonce Chairman of the Board, President and Chief Executive Officer

By:

## PLAN OF MERGER

This PLAN OF MERGER (this "Plan") by and between ATMOS ENERGY CORPORATION, a Texas corporation ("Atmos"), and UNITED CITIES GAS COMPANY, an Illinois and Virginia corporation ("United Cities"). Pursuant to this Plan, United Cities shall be merged with and into Atmos, with Atmos as the surviving corporation (the "Merger"), and the outstanding capital stock of United Cities shall be converted into the right to receive shares of capital stock of Atmos.

# WITNESSETH:

WHEREAS, Atmos is a corporation duly organized and existing under the laws of the State of Texas, and United Cities is a corporation duly organized and existing under the laws of the States of Illinois and Virginia;

WHEREAS, Atmos and United Cities have entered into an Agreement and Plan of Reorganization dated July 19, 1996, as amended by Amendment No. 1 to Agreement and Plan of Reorganization dated October 3, 1996 (the "Reorganization Agreement"), which contemplates the merger of United Cities with and into Atmos, with Atmos as the surviving corporation as provided in this Plan; and

WHEREAS, the respective Boards of Directors of Atmos and United Cities have duly authorized the execution of this Plan and have directed that the Merger be submitted to their respective shareholders for a vote in accordance with the requirements of the Texas Business Corporation Act, the Illinois Business Corporation Act, and the Virginia Stock Corporation Act, the Boards of Directors and shareholders of Atmos and United Cities have approved the Merger, and the Board of Directors and shareholders of Atmos have authorized the issuance of shares of the common stock, no par value, of Atmos (the "Atmos Stock") in connection with the Merger;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

## ARTICLE I

# MERGER OF UNITED CITIES INTO ATMOS

SECTION 1.01 *The Merger*. In accordance with the Texas Business Corporation Act, the Illinois Business Corporation Act, and the Virginia Stock Corporation Act, United Cities shall be merged with and into Atmos at the effective time of the Merger (as defined below). Following the Merger, the separate corporate existence of United Cities shall cease and Atmos shall be the surviving corporation, organized under the laws of the State of Texas and the Commonwealth of Virginia (the "Surviving Corporation").

## EXHIBIT A

## SECTION 1.02 Effects of the Merger.

(a) The Merger shall have the effects set forth in the applicable provisions of the Texas Business Corporation Act, the Illinois Business Corporation Act, and the Virginia Stock Corporation Act. Without limiting the generality of the foregoing sentence, and subject thereto, at the Effective Time, by operation of law, all of the property, rights, privileges, powers and franchises of United Cities and Atmos shall vest in the Surviving Corporation, and all debts, liabilities and obligations of United Cities and Atmos shall be assumed by the Surviving Corporation and shall become the debts, liabilities and obligations of the Surviving Corporation.

(b) If, at any time after the Merger, the Surviving Corporation shall deem it necessary to obtain further assignments or documents to vest, perfect, confirm or record in the Surviving Corporation title to any property or rights of United Cities acquired as a result of the Merger, United Cities hereby authorizes the officers and directors of the Surviving Corporation or its successors to execute and deliver on behalf of and in the name of United Cities all such proper deeds, assignments and other instruments and to do all things necessary and proper to vest, perfect, confirm or record title to such property or rights in the Surviving Corporation or its successor.

## SECTION 1.03 Articles of Incorporation; Bylaws.

(a) The Restated Articles of Incorporation of Atmos, as in effect immediately prior to the Effective Time, shall be amended as provided herein, and such Restated Articles of Incorporation, as so amended, shall be the Articles of Incorporation of the Surviving Corporation, without any other modification or amendment until thereafter amended as provided by law. A copy of the Restated Articles of Incorporation of Atmos as amended hereby is attached hereto as Exhibit A.

(b) The text of Article One, Article Two and Article Three of the Restated Articles of Incorporation of Atmos shall be amended and restated in their entirety to read as follows:

## **"ARTICLE ONE**

Atmos Energy Corporation, pursuant to the provisions of Article 4.07 of the Texas Business Corporation Act, adopted Restated Articles of Incorporation, which accurately copied the Articles of Incorporation and all amendments thereto that were in effect to date and such Restated Articles of Incorporation contained no change in any provision thereof.

## ARTICLE TWO

Such Restated Articles of Incorporation were adopted by resolution of the board of directors of the corporation on the 8th day of November, 1989.

## ARTICLE THREE

The Restated Articles of Incorporation have been further amended pursuant to that certain Plan of Merger by and between Atmos Energy Corporation and United Cities Gas Company, an Illinois and Virginia corporation. The Articles of Incorporation and all amendments and supplements thereto as superseded by the Restated Articles of Incorporation and as amended pursuant to the Plan of Merger are as follows:"

(c) The text of Article II of the Restated Articles of Incorporation of Atmos shall be amended and restated in its entirety to read as follows:

"The purposes for which the Corporation is organized are the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act, including, but not limited to, the transportation and distribution of natural gas by pipeline as a public utility, except that with respect to the Commonwealth of Virginia, the Corporation may only conduct such business as is permitted to be conducted by a public service company engaged in the transportation and distribution of natural gas by pipeline."

(d) The text of Article III of the Restated Articles of Incorporation of Atmos shall be amended and restated in its entirety to read as follows:

## \*ARTICLE III.

The Corporation is incorporated in the State of Texas and the Commonwealth of Virginia. The post office address of the registered office of this Corporation in the State of Texas is Three Lincoln Centre, Suite 1800, 5430 LBJ Freeway, Dallas, Texas 75240, and the registered agent for service of this Corporation at the same address is Glen A. Blanscet. The post office address of the registered office of this Corporation in the Commonwealth of Virginia is Riverfront Plaza, East Tower. 951 East Byrd Street, Richmond, Virginia 23219-4074. and the registered agent for service of this Corporation at the same address is Allen C. Goolsby, III, such registered agent being a resident of the Commonwealth of Virginia and a member of the Virginia State Bar."

(e) The text of Article VI of the Restated Articles of Incorporation of Atmos shall be amended and restated in its entirety to read as follows:

## **ARTICLE VI.**

1. <u>Number of Directors</u>. The number of directors constituting the present board of directors is thirteen (13); however, thereafter the number of directors constituting the Board of Directors shall be fixed by the Bylaws of the Corporation. No director shall be removed during his term of office except for cause and by the affirmative vote of the holders of seventy-five percent (75%) of the shares then entitled to vote at an election of directors. The names and addresses of the persons who are to serve as directors until the next annual meeting of the shareholders or until their successors are duly elected and qualified are as follows:

## Name

Travis W. Bain II

Robert W. Best

Dan Busbee

Richard W. Cardin

Thomas J. Garland

Gene C. Koonce

Address

2001 Coit Road Suite 130 Plano, TX 75075

Three Lincoln Centre Suite 1800 5430 LBJ Freeway Dallas, Texas 75240

2200 Ross Avenue Suite 2200 Dallas, TX 75201

107 Sheffield Court Nashville, TN 37215

Tusculum College McCormick Hall, 1st Floor Greeneville, TN 37743

5300 Maryland Way Brentwood, TN 37027

- 4 -

## Name

Vincent Lewis

Thomas C. Meredith

Phillip E. Nichol

Carl S. Quinn

Lee E. Schlessman

Charles K. Vaughan

Richard Ware II

## Address

Meadows Office Complex 301 Route #17, North Rutherford, NJ 07070

Western Kentucky University Bowling Green, KY 42101

301 Commerce Suite 2800 Ft. Worth, TX 76102

14 East 75th Street, #8B New York, NY 10021

1301 Pennsylvania Street Penn Center Suite 800 Denver, CO 80203

Three Lincoln Centre Suite 1800 5430 LBJ Freeway Dallas, TX 75240

Plaza One/Box One Amarillo, TX: 79105

2. Election and Term. The directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. At each annual meeting of shareholders, successors to the class of directors whose term expires at that annual meeting shall be elected for a three-year term. Directors shall be elected by a majority vote of the shares of the Common Stock entitled to vote in the election of directors and represented in person or by proxy at a meeting of shareholders at which a quorum is present. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional director of any class elected by the shareholders to fill a vacancy resulting from an increase in such class, but in no case will a decrease in the number of directors shorten the term of any incumbent

- 5 -

director. A director shall hold office until the annual meeting for the year in which his term expires and until his successor shall be duly elected and qualified, subject, however, to prior death, resignation, retirement, disqualification or removal from office."

(f) The text of Subsection 2.01 of Article VII of the Restated Articles of Incorporation of Atmos shall be amended and restated in its entirety as follows:

"2.01 Subject to the provisions of law, including the Texas Business Corporation Act and the Virginia Stock Corporation Act and to the conditions set forth in any resolution of the Board of Directors of the Corporation, such dividends (payable in cash, stock or otherwise) as may be determined by the Board of Directors may be declared and paid on the Common Stock from time to time out of any funds legally available therefor."

(g) The text of Article X of the Restated Articles of Incorporation of Atmos shall be amended and restated in its entirety as follows:

## **ARTICLE X.**

No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for an act or omission in such director's capacity as a director, except for liability for (i) a breach of the director's duty of loyalty to the Corporation or its shareholders; (ii) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; (iv) an act or omission for which the liability of a director is expressly provided by statute; or (v) an act related to an unlawful stock repurchase or payment of a dividend. If the laws of the State of Texas or the Commonwealth of Virginia are hereafter amended to authorize corporate action further eliminating or limiting the personal liability of a director of the Corporation, then the liability of a director of the Corporation shall thereupon automatically be eliminated or limited to the fullest extent permitted by the laws of the State of Texas and the Commonwealth of Virginia. Any repeal or modification of this Article X by the shareholders of the

- 6 -

Corporation shall not adversely affect any right or protection of a director existing at the time of such repeal or modification with respect to such events or circumstances occurring or existing prior to such time."

(h) The Bylaws of Atmos, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation, without any modification or amendment until thereafter amended as provided by law.

## SECTION 1.04 Directors and Officers.

(a) At the Effective Time, the number of directors of the Surviving Corporation shall be thirteen (13), and thereafter shall be set in the manner provided in the Bylaws of the Surviving Corporation. The directors of the Surviving Corporation shall be the nine (9) directors of Atmos in office at and as of the Effective Time and the following four (4) former directors of United Cities: Messrs. Gene C. Koonce, Vincent Lewis, Thomas J. Garland and Richard W. Cardin. Each of the Atmos directors in office prior to the Effective Time shall continue to serve in the class and for the term that he was serving at and as of the Effective Time, and the following directors shall serve in the classes and for the terms indicated: Mr. Koonce (Class I, with a term expiring in 1999); Mr. Lewis (Class I, with a term expiring in 1999); Mr. Cardin (Class II, with a term expiring in 2000); and Mr. Garland (Class III, with a term expiring in 1998). All of such directors shall remain in office until their respective successors are duly elected or appointed and qualified.

(b) The officers of Atmos in office at and as of the Effective Time shall remain the officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

## ARTICLE II

# CONVERSION AND EXCHANGE OF SHARES

SECTION 2.01 Conversion of Shares. (a) At and as of the Effective Time, each outstanding share of the common stock of United Cities (the "United Cities Stock") automatically shall become and be converted into the right to receive one (1) share of Atmos Stock (as the same may be adjusted in accordance with the terms hereof). The exchange ratio set forth in the immediately preceding sentence shall be appropriately and proportionately adjusted in the event of any stock dividend on, or stock split or stock combination of, or any other like change in the Atmos Stock or the United Cities Stock based on a record date occurring during the period from July 19, 1996 until immediately prior to the Effective Time.

- 7 -

(b) At and as of the Effective Time, each share of the United Cities Stock then held in the treasury of United Cities, if any, shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled without payment of any consideration therefor and without any conversion thereof.

(c) No fraction of a share of Atmos Stock will be issuable upon the conversion of shares of United Cities Stock in the Merger. Instead, each shareholder of United Cities who but for this provision would be entitled to a fractional share of Atmos Stock shall, upon surrender to Atmos' Paying Agent (as hereinafter defined) of his certificate or certificates formerly representing shares of United Cities Stock (each, an "Old Certificate"), receive in lieu of such fractional share, and without interest, a cash amount determined by multiplying such fraction by the average of the closing sale prices for a share of Atmos Stock, as reported on the NYSE, for the five (5) business days prior to the date on which the Effective Time shall occur.

SECTION 2.02 Exchange of Certificates. (a) Following the Effective Time, the shareholders of United Cities shall deliver to the Paying Agent their Old Certificates. Upon surrender to the Paying Agent of outstanding Old Certificates, the holder of such Old Certificate or Old Certificates shall receive in exchange therefor a certificate (a "New Certificate") representing whole shares of the Atmos Stock (the "Atmos Shares") and cash in lieu of fractional shares in accordance with the provisions of Sections 2.01(a) and 2.01(c) of this Plan. Until so surrendered and exchanged, each Old Certificate shall be deemed at and after the Effective Time to represent only the right to receive upon such surrender a New Certificate representing Atmos Shares and cash in lieu of fractional shares without any interest thereon. All rights to receive the Atmos Shares into which the shares of United Cities Stock are converted, and cash in lieu of fractional shares, pursuant to this Plan shall be deemed to have been issued and paid in full satisfaction of all rights pertaining to such United Cities Stock.

(b) The New Certificates representing the Atmos Shares to be issued in connection with the Merger shall in each case be issued to the person in whose name the surrendered Old Certificate or Old Certificates is or are registered. A restrictive legend shall be placed on the New Certificates representing those Atmos Shares issued to persons who (i) were affiliates of United Cities prior to the Merger, and/or (ii) become affiliates of Atmos, indicating that the shares represented thereby are subject to certain restrictions on transfer.

(c) At the Effective Time, the stock transfer books of United Cities shall be closed, and there shall be no further registration or transfers of shares of United Cities Stock thereafter in the records of United Cities.

(d) Unless and until an Old Certificate shall be surrendered to the Paying Agent as set forth herein, the holder of such Old Certificate shall not receive any dividends

- 8 -

or other distributions payable to record holders of the Atmos Stock. Upon and after such surrender, there shall be paid (without interest) to the record holder of the New Certificate issued and exchanged for such Old Certificate, the amount of any such dividend or other distribution (the record date for the payment of which was after the Effective Time) not previously paid to such holder. Holders of New Certificates who shall have surrendered their Old Certificates prior to any dividend record date will receive their dividends on the corresponding payment date.

The Atmos Shares issuable in the Merger are hereinafter called the (e) "Merger Consideration." Immediately following the Effective Time, Atmos shall deposit or cause to be deposited in trust with a bank or trust company to be designated by Atmos (the "Paying Agent"), as agent for the holders of the Old Certificates, the certificates representing the Atmos Shares that constitute the Merger Consideration. As soon as practicable after the Effective Time, the Paying Agent shall cause to be mailed, and shall make available at the offices of the Paying Agent, to each person entitled to receive the Merger Consideration, a form of a letter of transmittal and instructions for use in effecting the surrender for payment of the Old Certificates which, immediately prior to the Effective Time, represented shares of United Cities Stock. Upon surrender to the Paying Agent of such Old Certificates, together with such letter of transmittal, duly executed and completed in accordance with the instructions thereto, the Paying Agent shall promptly deliver the Merger Consideration to the persons entitled thereto, less any amount required to be withheld under applicable federal income tax regulations. If payment is to be made to a person other than the registered holder of the Old Certificate surrendered, it shall be a condition of such payment that the Old Certificate so surrendered shall be properly endorsed or otherwise be in proper form for transfer and that the person requesting such payment shall pay any transfer taxes required by reason of the payment to a person other than the registered holder of the Old Certificate surrendered or establish to the satisfaction of Atmos and the Paying Agent that such tax has been paid or is not applicable. The Paying Agent shall be authorized to deliver the Merger Consideration with respect to any Old Certificate for United Cities Stock theretofore issued which has been lost or destroyed, upon receipt of evidence satisfactory to Atmos and the Paying Agent of ownership of the United Cities Stock represented thereby and of appropriate indemnification. One year following the Effective Time, Atmos, as the surviving corporation in the Merger, shall be entitled to require the Paying Agent to deliver to Atmos any certificates representing United Cities Stock which have not been disbursed to holders of Old Certificates representing United Cities Stock outstanding immediately prior to the Effective Time, and thereafter such holders shall be entitled to look only to Atmos (subject to abandoned property, escheat, or other similar laws) for the New Certificates representing Atmos Shares payable upon due surrender of their Old Certificates representing United Cities Stock. Atmos shall pay all charges and expenses, including those of the Paying Agent, in connection with the exchange of the Merger Consideration for certificates representing United Cities Stock.

-9-

SECTION 2.03. Dissenting Shares. Notwithstanding anything in this Plan to the contrary, shares of United Cities Stock that are issued and outstanding immediately prior to the Effective Time and that are held by a holder of United Cities Stock who has not voted such shares in favor of adoption of this Plan and shall have properly demanded dissenters' rights for such shares in the manner provided in Section 11.70(a) of the Illinois Business Corporation Act ("United Cities Dissenting Shares") shall not be converted into the right to receive the Merger Consideration unless and until such holder becomes ineligible for such dissenters' rights. If such holder becomes ineligible for such dissenters' rights, then, as of the Effective Time or the occurrence of such event, whichever occurs last, such shares shall thereupon cease to be United Cities Dissenting Shares and shall be converted into the right to receive the Merger Consideration as provided in Section 2.01 hereof.

SECTION 2.04 Treatment of United Cities Options. Following the consummation of the Merger, Atmos agrees to continue in effect the United Cities Gas Company Long-Term Stock Plan of 1989, as amended. Persons holding options under such plan shall be allowed to exercise their options for Atmos Stock at the exchange rate set forth in Section 2.01. Persons holding stock appreciation rights under such plan shall be allowed to exercise such rights based on the price of Atmos Stock taking into account the exchange rate set forth in Section 2.01.

## ARTICLE III

## EFFECTIVE TIME

SECTION 3.01. Effective Time. The Merger shall become effective at 11:59 p.m., Eastern time, on July 31, 1997(the "Effective Time").

SECTION 3.02 Amendment. At any time before or after the approval of the Reorganization Agreement and this Plan by the respective shareholders of Atmos and United Cities and prior to the filing date, the Reorganization Agreement and this Plan may be amended in writing by Atmos and United Cities; provided, however, that after submission of the Plan to the shareholders of either party to the Merger, no amendment may be made which would (i) increase or decrease the amount or change the type of consideration into which each share of United Cities Stock shall be converted upon consummation of the Merger or (ii) otherwise be in conflict with §13.1-718(I) of the Virginia Stock Corporation Act. This Plan may not be amended except by an instrument in writing signed by the parties hereto.

SECTION 3.03 Abandonment. The Merger may be abandoned at any time prior to the filing date in accordance with the provisions set forth in the Reorganization Agreement.

## EXHIBIT A

## RESTATED ARTICLES OF INCORPORATION OF ATMOS ENERGY CORPORATION AS AMENDED

## ARTICLE ONE

Atmos Energy Corporation, pursuant to the provisions of Article 4.07 of the Texas Business Corporation Act, adopted Restated Articles of Incorporation, which accurately copied the Articles of Incorporation and all amendments thereto that were in effect to date and such Restated Articles of Incorporation contained no change in any provision thereof.

## **ARTICLE TWO**

Such Restated Articles of Incorporation were adopted by resolution of the board of directors of the corporation on the 8th day of November, 1989.

## ARTICLE THREE

The Restated Articles of Incorporation have been further amended pursuant to that certain Plan of Merger by and between Atmos Energy Corporation and United Cities Gas Company, an Illinois and Virginia corporation. The Articles of Incorporation and all amendments and supplements thereto as superseded by the Restated Articles of Incorporation and as amended pursuant to the Plan of Merger are as follows:

## ARTICLE L

The name of the corporation shall be Atmos Energy Corporation (the "Corporation").

## ARTICLE IL

The purposes for which the Corporation is organized are the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act, including, but not limited to, the transportation and distribution of natural gas by pipeline as a public utility, except that with respect to the Commonwealth of Virginia, the Corporation may only conduct such business as is permitted to be conducted by a public service company engaged in the transportation and distribution of natural gas by pipeline.

## ARTICLE III.

The Corporation is incorporated in the State of Texas and the Commonwealth of Virginia. The post office address of the registered office of this Corporation in the State of Texas is Three Lincoln Centre, Suite 1800, 5430 LBJ Freeway, Dallas, Texas 75240, and the registered agent for service of this Corporation at the same address is Glen A. Blanscet. The post office address of the registered office of this Corporation in the Commonwealth of Virginia is Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219-4074, and the registered agent for service of this Corporation at the same address is Allen C. Goolsby, III, such registered agent being a resident of the Commonwealth of Virginia State Bar.

## ARTICLE IV.

The period of the Corporation's duration shall be perpetual.

## ARTICLE V.

The Corporation shall not commence business until it has received for the shares consideration of the value of One Thousand Dollars (\$1,000) consisting of money, labor done or property actually received.

## **ARTICLE VI.**

1. Number of Directors. The number of directors constituting the present board of directors is thirteen (13); however, thereafter the number of directors constituting the Board of Directors shall be fixed by the Bylaws of the Corporation. No director shall be removed during his term of office except for cause and by the affirmative vote of the holders of seventy-five percent (75%) of the shares then entitled to vote at an election of directors. The names and addresses of the persons who are to serve as directors until the next annual meeting of the shareholders or until their successors are duly elected and qualified are as follows:

Name

### Address

Travis W. Bain II

Robert W. Best

Dan Busbee

Richard W. Cardin

Thomas J. Garland

2001 Coit Road Suite 130 Plano, TX 75075

Three Lincoln Centre Suite 1800 5430 LBJ Freeway Dallas, Texas 75240

2200 Ross Avenue Suite 2200 Dallas, TX 75201

107 Sheffield Court Nashville, TN 37215

Tusculum College McCormick Hall, 1st Floor Greeneville, TN 37743

-2-

Gene C. Koonce

Vincent Lewis

Thomas C. Meredith

Phillip E. Nichol

Carl S. Quinn

Lee E. Schlessman

5300 Maryland Way Brentwood, TN 37027

Meadows Office Complex 301 Route #17, North Rutherford, NJ 07070

Western Kentucky University Bowling Green, KY 42101

301 Commerce Suite 2800 Ft. Worth, TX 76102

14 East 75th Street, #8B New York, NY 10021

1301 Pennsylvania Street Penn Center Suite 800 Denver, CO 80203

Three Lincoln Centre Suite 1800 5430 LBJ Freeway Dallas, TX 75240

Charles K. Vaughan

Richard Ware II

Plaza One/Box One Amarillo, TX 79105

Election and Term. The directors shall be divided into three classes, designated Class 2. I. Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. At each annual meeting of shareholders, successors to the class of directors whose term expires at that annual meeting shall be elected for a three-year term. Directors shall be elected by a majority vote of the shares of the Common Stock entitled to vote in the election of directors and represented in person or by proxy at a meeting of shareholders at which a quorum is present. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional director of any class elected by the shareholders to fill a vacancy resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case will a decrease in the number of directors shorten the term of any incumbent director. A director shall hold office until the annual meeting for the year in which his term expires and until his successor shall be duly elected and qualified, subject, however, to prior death, resignation, retirement, disqualification or removal from office.

## ARTICLE VIL

1. <u>Capitalization</u>.

The aggregate number of shares which the Corporation shall have the authority to issue is Seventy-Five Million (75,000,000) shares of Common Stock having no par value. 2. Designation and Statement of Preferences. Limitations and Relative Rights of Common Stock.

2.01 Subject to the provisions of law, including the Texas Business Corporation Act and the Virginia Stock Corporation Act and to the conditions set forth in any law, including resolution of the Board of Directors of the Corporation, such dividends (payable in cash, stock or otherwise) as may be determined by the Board of Directors may be declared and paid on the Common Stock from time to time out of any funds legally available therefor.

2.02 The holders of the Common Stock shall exclusively possess full voting power for the election of directors and for all other purposes. In the exercise of its voting power, the Common Stock shall be entitled to one vote for each share held.

## 3. Provisions Applicable to All Classes of Stock.

3.01 Subject to applicable law, the Board of Directors may in its discretion issue from time to time authorized but unissued shares for such consideration as it may determine. The shareholders shall have no pre-emptive rights, as such holders, to purchase any shares or securities of any class which may at any time be sold or offered for sale by the Corporation.

3.02 At each election for directors every shareholder entitled to vote at any meeting shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are directors to be elected. Cumulative voting of shares of stock in the election of directors or otherwise is hereby expressly prohibited.

3.03 The Corporation shall be entitled to treat the person in whose name any share or other security is registered as the owner thereof, for all purposes, and shall not be bound to recognize any equitable or other claim to or interest in such shares or other security on the part of any other person, whether or not the Corporation shall have notice thereof.

## 4. Provisions Applicable to Certain Business Combinations.

4.01 The affirmative vote of the holders of not less than seventy-five percent (75%) of the outstanding shares of "Voting Stock" (as hereinafter defined) held by stockholders other than a "Substantial Shareholder" (as hereinafter defined) shall be required for the approval or authorization of any "Business Combination" (as hereinafter defined) of the Corporation with any Substantial Shareholder; provided, however, that the seventy-five percent (75%) voting requirement shall not be applicable if either:

(i) The "Continuing Directors" (as hereinafter defined) of the Corporation by the affirmative vote of at least a majority (a) have expressly approved in advance the acquisition of the outstanding shares of Voting Stock that caused such Substantial Shareholder to become a Substantial Shareholder, or (b) have expressly approved such Business Combination either in advance of or subsequent to such Substantial Shareholder's having become a Substantial Shareholder, or

(ii) The cash or fair market value (as determined by at least a majority of the Continuing Directors) of the property, securities or other consideration to be received per share by holders of Voting Stock of the Corporation in the Business Combination is not less than the "Highest Per Share Price" or the "Highest Equivalent Price" (as these terms are hereinafter defined) paid by the Substantial Shareholder in acquiring



## any of its holdings of the Corporation's Voting Stock.

## 4.02 For purposes of this paragraph 4 of Article VII:

The term "Business Combination" shall include, without limitation, **(i)** (a) any merger or consolidation of the Corporation, or any entity controlled by or under common control with the Corporation, with or into any Substantial Shareholder, or any entity controlled by or under common control with the Substantial Shareholder, (b) any merger or consolidation of a Substantial Shareholder, or any entity controlled by or under common control with the Corporation, (c) any sale, lease, exchange, transfer or other disposition of all or substantially all of the property and assets of the Corporation, or any entity controlled by or under common control with the Corporation, to a Substantial Shareholder, or any entity controlled by or under common control with the Substantial Shareholder. (d) any purchase, lease, exchange, transfer or other acquisition of all or substantially all of the property and assets of a Substantial Shareholder or any entity controlled by or under common control with the Corporation, (e) any recapitalization of the Corporation that would have the effect of increasing the voting power of a Substantial Shareholder, and (f) any agreement, contract or other arrangement providing for any of the transactions described in this definition of Business Combination.

(ii) The term "Substantial Shareholder" shall mean and include any individual, corporation, partnership or other person or entity which, together with its "Affiliates" and "Associates" (as those terms are defined in Rule 12b-2 of the General Rules and Regulations promulgated under the Securities Exchange Act of 1934 (the "Exchange Act") as in effect at the date of the adoption hereof), "Beneficially Owns" (as defined in Rule 13d-3 of the Exchange Act) an aggregate of 10 percent or more of the outstanding Voting Stock of the Corporation, and any Affiliate or Associate of any such individual, corporation, partnership or other person or entity.

(iii) Without limitation, any share of Voting Stock of the Corporation that any Substantial Shareholder has the right to acquire at any time (notwithstanding that Rule 13d-3 of the Exchange Act deems such shares to be beneficially owned only if such right may be exercised within 60 days) pursuant to any agreement, or upon exercise of conversion rights, warrants or options, or otherwise, shall be deemed to be Beneficially Owned by the Substantial Shareholder and to be outstanding for purposes of clause (ii) above.

(iv) For the purposes of subparagraph 4.01(ii) of this paragraph 4 of Article VII, the term "other consideration to be received" shall include, without limitation, Common Stock or other capital stock of the Corporation retained by its existing stockholders other than Substantial Shareholders or other parties to such Business Combination in the event of a Business Combination in which the Corporation is the surviving corporation.

(v) The term "Voting Stock" shall mean all of the outstanding shares of Common Stock entitled to vote on each matter on which the holders of record of Common Stock shall be entitled to vote, and each reference to a proportion of shares of Voting Stock shall refer to such proposition of the votes entitled to be cast by such shares.

(vi) The term "Continuing Director" shall mean a Director who was a

-5-

member of the Board of Directors of the Corporation immediately prior to the time that the Substantial Shareholder involved in a Business Combination became a Substantial Shareholder.

(vii) A Substantial Shareholder shall be deemed to have acquired a share of the Voting Stock of the Corporation at the time when such Substantial Shareholder became the Beneficial Owner thereof. With respect to the shares owned by Affiliates, Associates or other persons whose ownership is attributed to a Substantial Shareholder under the foregoing definition of Substantial Shareholder, if the price is paid by such Substantial Shareholder for such shares is not determinable by a majority of the Continuing Directors, the price so paid shall be deemed to be the higher of (a) the price paid upon the acquisition thereof by the Affiliate, Associate or other person or (b) the market price of the shares in question at the time when the Substantial Shareholder became the Beneficial Owner thereof.

The terms "Highest Per Share Price" and "Highest Equivalent Price" (viii) as used in this paragraph 4 of Article VII shall mean the highest price that can be determined to have been paid at any time by the Substantial Shareholder for any share or shares of that class of capital stock. If there is more than one class of capital stock of the Corporation issued and outstanding, the Highest Equivalent Price shall mean with respect to each class and series of capital stock of the Corporation the amount determined by a majority of the Continuing Directors, on whatever basis they believe is appropriate, to be the highest per share price equivalent to the highest price that can be determined to have been paid at any time by the Substantial Shareholder for any share or shares of any class or series of capital stock of the Corporation. In determining the Highest Per Share Price and Highest Equivalent Price, all purchases by the Substantial Shareholder shall be taken into account regardless of whether the shares were purchased before or after the Substantial Shareholder became a Substantial Shareholder. The Highest Per Share Price and the Highest Equivalent Price shall include any brokerage commissions, transfer taxes and soliciting dealers' fees paid by the Substantial Shareholder with respect to the shares of capital stock of the Corporation acquired by the Substantial Shareholder. In the case of any Business Combination with a Substantial Shareholder, the Continuing Directors shall determine the Highest Per Share Price or the Highest Equivalent Price for each class and series of the capital stock of the Corporation.

4.03 The provisions set forth in this paragraph 4 of Article VII may not be amended, altered, changed or repealed in any respect unless such action is approved by the affirmative vote of the holders of not less than seventy-five percent (75%) of the outstanding shares of Voting Stock (as defined in this Article VII) of the Corporation at a meeting of the shareholders duly called for the consideration of such amendment, alteration, change or repeal; provided, however, that if there is a Substantial Shareholder (as defined in this Article VII), such action must also be approved by the affirmative vote of the holders of not less than seventy-five percent (75%) of the outstanding shares of Voting Stock held by the shareholders other than the Substantial Shareholder.

## ARTICLE VIII.

The power to alter, amend or repeal the Corporation's bylaws, and to adopt new bylaws, is hereby vested in the Board of Directors, subject, however, to repeal or change by the affirmative vote of the holders of seventy-five percent (75%) of the outstanding shares entitled to vote thereon.

## ARTICLE IX.

The Corporation shall indemnify, to the fullest extent permitted by law, any person who was, is, or is threatened to be made a named defendant or respondent in any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding, by reason of the fact that such person is or was a director or officer of the Corporation, or, while such person was a director of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses (including attorney's fees) actually incurred by such person in connection with such action, suit, or proceeding. In addition to the foregoing, the Corporation shall, upon request of any such person described above and to the fullest extent permitted by law, pay or reimburse the reasonable expenses incurred by such person in any action, suit, or proceeding described above in advance of the final disposition of such action, suit, or proceeding.

## ARTICLE X.

No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for an act or omission in such director's capacity  $\bar{as}$  a director, except for liability for (i) a breach of the director's duty of loyalty to the Corporation or its shareholders; (ii) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; (iv) an act or omission for which the liability of a director is expressly provided by statute; or (v) an act related to an unlawful stock repurchase or payment of a dividend. If the laws of the State of Texas or the Corporation shall thereupon automatically be eliminated or limited to the fullest extent permitted by the laws of the State of Texas and the Commonwealth of Virginia. Any repeal or modification of this Article X by the shareholders of the Corporation shall not adversely affect any right or protection of a director existing at the time of such repeal or modification with respect to such events or circumstances occurring or existing prior to such time.

# Western Kentucky Gas Company Case No. 99-070 Forecasted Test Period Filing Requirements FR 10(1)(b)5

# Description of Filing Requirement:

If the utility is incorporated or is a limited partnership, a certificate of good standing or certificate of authorization dated within sixty (60) days of the application is filed;

# Response:

See attached.



# John Y. Brown III Secretary of State

# **Certificate of Authorization**

I, JOHN Y. BROWN III, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

# ATMOS ENERGY CORPORATION

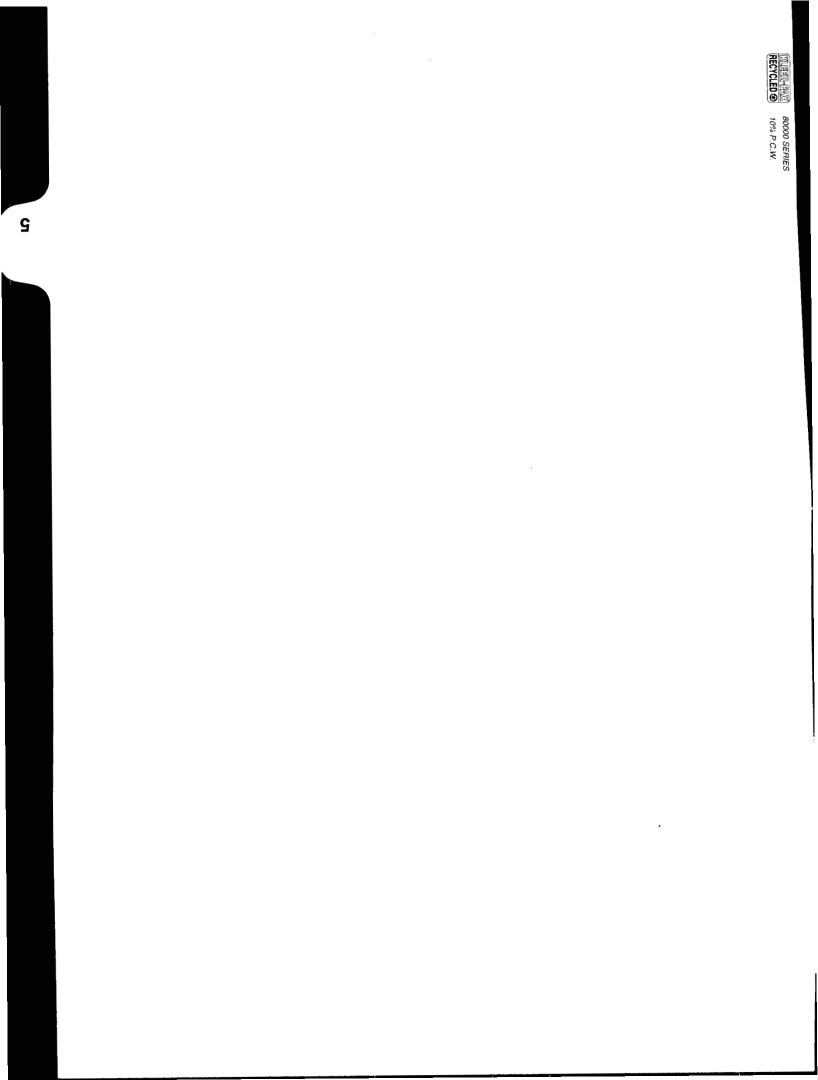
, a corporation organized under the laws of the state of Virginia, is authorized to transact business in the Commonwealth of Kentucky, and received the authority to transact business in Kentucky on December 14, 1987.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 271B.16-220 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 17<sup>th</sup> day of May, 1999.

Bnown,II

JCHN Y. BROWN III Secretary of State Commonwealth of Kentucky Records1/0237484



# Western Kentucky Gas Company Case No. 99-070 Forecasted Test Period Filing Requirements FR 10(1)(b)6

# Description of Filing Requirement:

A certified copy of a certificate of assumed name as required by KRS 365.015 or a statement that such a certificate is not necessary;

# Response:

See attached.

IN THE NAME AND BY THE AUTHORITY OF THE

# CLOURING CONTRACTOR OF REALESSEE

JOHN Y. BROWN III SECRETARY OF STATE



I, JOHN Y. BROWN III, Secretary of State for the Commonwealth of Kentucky, do certify that the foregoing writing has been carefully compared by me with the original record thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of CERTIFICATE OF ASSUMED NAME OF

WESTERN KENTUCKY GAS COMPANY ADOPTED BY ENERGAS COMPANY FILED DECEMBER 29, 1987.

IN WITNESS WHEREOF, I have hereunto

set my hand and affixed my official seal.

Done at Frankfort this \_\_\_\_\_ day of

MARCI -99 Down TT Secretary of State, mmonwealth of Kentucky

	139454-A 138004-D
5.	авча на станувание на станувание на станувание на станувание на станувание на станувание <b>139004-</b> D
	MIRCHAR HIL 24 mar
	OFFICE OF SECRETARY OF STATE
	OFFICE OF
	SECRETARY OF STATE
	DREXELL R. DAVIS Secretary
	CERTIFICATE OF ASSUMED NAME
	KRS 365.015 505051
	THIS CERTIFIES THAT THE ASSUMED NAME OF Western Kentucky Gas Company
	has been adopted by <u>Energas Company</u>
	[THE REAL NAME OF THE ENTITY AS DEFINED IN KRS 365.015(1)]
	which is a (YOU MUST CHECK ONE)
	General Partnership Corporation Limited Partnership Joint Venture
	Business Trust [Sole Proprietorships are not filed in our office]
	and whose address
	organized and existing in the state of
	The Statement of Assumed Name must be executed and acknowledged for a general partnership, by all the partners; The Statement of Assumed Name must be executed and acknowledged for a general partnership, by the partners is the statement of the s
	for a limited partnership, by a general partner; (of a busile to baile partners by its partners NOTE: Whenever a cor-
	or Vice President and Secretary or Assistant Secretary; for a joint ventile, of its president or Vice-President poration is acting as a patter, the certificate must be executed and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of each corporation listed as a partner.
	This statement of assumed name has been executed by the husiness entity by:
	Acro Contraction TITLE
	TITLE Vice President, with the Secretary
	n an
	TITLE
	TITLE
	ACKNOWLEDGEMENT
	State of Texas
	1917年上に、「「「「「「「「」」」「「「」」」「「」」「「」」「「「」」「「」」」「「」」」「「」」」「「」」」」
	County of <u>December</u> The forgoing instrument was acknowledged before me this <u>day of <u>December</u></u> The forgoing instrument was acknowledged before me this <u>day of <u>December</u></u> 19 87 by <u>Don E. James. Vice Fresident and Carolyn Shaffer</u>
	,我们们的" <u>我</u> 们的,我们们的,我们们的,我们们的,你就是我们的是我们的,我们就是我们的,我们就是我们的,我们们就是我们的,我们们就是我就是我们的,我们们不是我们
	NAME AND TILL
	on behalf of Ellergas Compary REAL NAME OF BUSINESS
	Filing Fee is \$20.00
	Submit with original signatures: One copy for Secretary of State and one copy Notary Public Anther, M. Mullins

# Western Kentucky Gas Company Case No. 99-070 Forecasted Test Period Filing Requirements FR 10(1)(b)7

# Description of Filing Requirement:

The proposed tariff in a form which complies with 807 KAR 5:011 with an effective date not less than thirty (30) days from the date the application is filed.

# Response:

See attached.

The gas charge in the attached proposed tariff is based on the Company's Gas Cost Adjustment filing for April 1, 1999, approved by the Commission in Case 95-010 QQ.

# FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Fourth Revised SHEET No. 1 Cancelling

# Third Revised SHEET No. 1

# WESTERN KENTUCKY GAS COMPANY

Rate Book Index	·
General Information	Sheet No.
Rate Book Index	$\frac{1}{1 \text{ to } 2}$
Towns and Communities	3
System Map	
Current Rate Summary	4
Current Gas Cost Adjustment (GCA)	5
Current General Transportation and Carriage Rates	6
Computer Billing Rate Codes	7
Sales Service	
General Firm Sales Service (G-1)	11 to 13
Interruptible Sales Service (G-2)	15 to 20
Large Volume Sales (LVS-1, LVS-2)	21 to 25
Weather Normalization Adjustment (WNA)	26
Gas Cost Adjustment (GCA)	27 to 29
Experimental Performance Based Rate Mechanism (PBR)	29a to 29k
Margin Loss Recovery Rider (MLR)	291
Demand Side Management (DSM)	30a to 30c
Gas Research Institute R & D Rider	30d
Transportation Service	
Storage Transportation Service (T-1)	31 to 32
General Transportation Service (T-2)	34 to 38
Carriage Service (T-3)	40 to 45
Carriage Service (T-4)	46 to 48
Alternate Receipt Point Service (T-5)	49 to 50
Miscellaneous	
Special Charges	51
Budget Payment Plan	52
Rules and Regulations	
1. Commission's Rules and Regulations	61
2. Company's Rules and Regulations	61
3. Application for Service	61
4. Billings	62 to 64
5. Deposits	64 to 65
6. Special Charges	65 to 67
7. Customer Complaints to the Company	67
8. Bill Adjustments	67 to 69
9. Customer's Request for Termination of Service	69
10. Partial Payment and Budget Payment Plans	70

**ISSUED BY:** William J. Senter

Vice President -- Rates & Regulatory Affairs

£

## FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Fourth Revised SHEET No. 2 Cancelling Third Revised SHEET No. 2

## WESTERN KENTUCKY GAS COMPANY

Rules	and Regulations	Sheet No
11.	Company's Refusal or Termination of Service	$\overline{71}$ to 74
12.	Winter Hardship Reconnection	74 to 75
13.	Request Tests	75 to 76
14.	Access to Property	76
15.	Assignment of Contract	76
16.	Renewal of Contract	76
17.	Turning Off Gas Service and Restoring Same	77
18.	Special Rules for Customers Served from Transmission Mains	77 to 78
19.	Owners Consent	78
20.	Company's Equipment and Installation	78 to 79
21.	Company's Equipment and Installation	80
22.	Protection of Company's Property	80
23.	Customer's Liability	80
24.	Notice of Escaping Gas or Unsafe Conditions	81
25.	Special Provisions – Large Volume Customers	81
26.	Exclusive Service	81
27.	Point of Delivery of Gas	82
28.	Distribution Main Extensions	82 to 83
29.	Municipal Franchise Fees	83
30.	Continuous or Uniform Service	84
31.	Measurement Base	84
32.	Character of Service	84
33.	Curtailment Order	85 to 87
34.	General Rules	. 88
·		•
The	following pages have been reserved for future use: 8-10, 14, 33, 39	, 53-60

**ISSUED:** May 28, 1999

# EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

Vice President – Rates & Regulatory Affairs

(T)

## FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 3 Cancelling Original SHEET No. 3

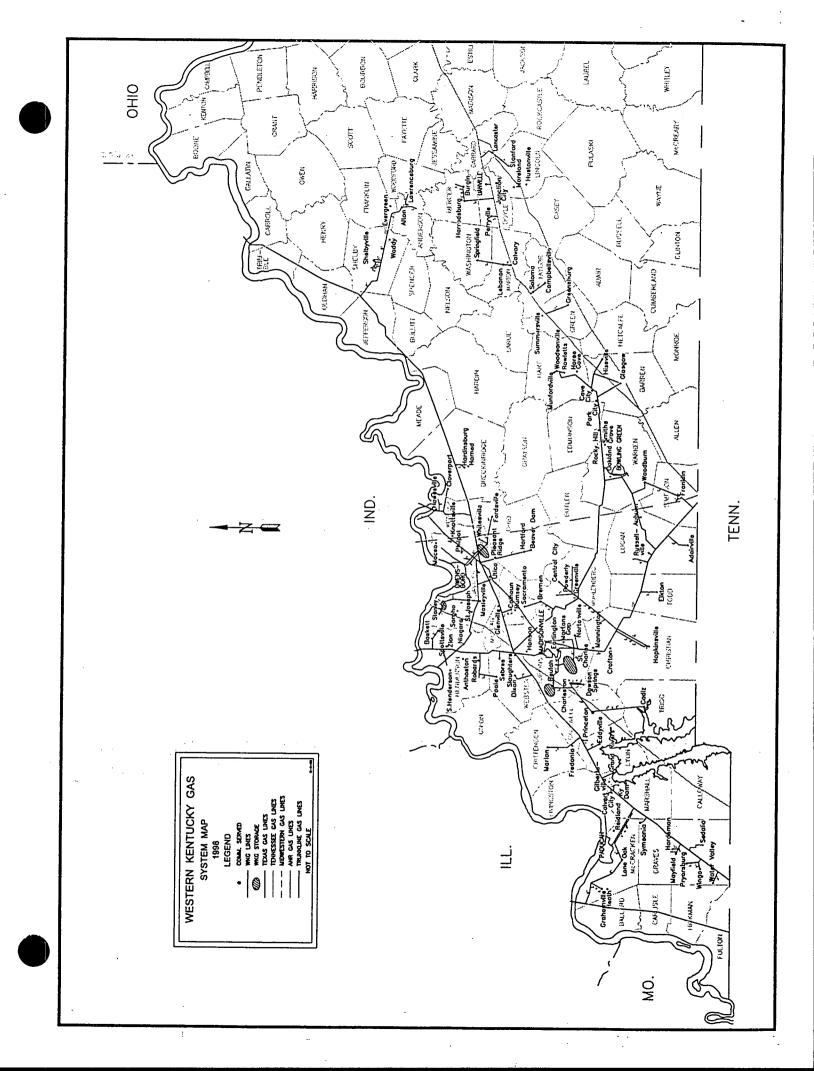
# WESTERN KENTUCKY GAS COMPANY

	Towns	nd Communities in	Samuica Area		
	1 OWIS A	nu Communities în		· · · · · · · · · · · · · · · · · · ·	
The Service Area	of the Company i	ncludes the following	ng towns and their env	virons:	-
Adairville Aetnaville Alton Anthoston Anton Auburn Baskett Beadlestown Beaver Dam Beda Beulah Boston Bowling Green Bremen Briartown Browns Valley Buck Creek Buford Burgin Cadiz Calhoun Calvert City Calvary Campbellsville	of the Company is Dennis Depoy Dermont Dixon Earlington Eddyville Elkton Ellmitch Empire Epley Epperson Evergreen Farmdale Fearsville Feliciana Finley Fordsville Franklin Fredonia Fruit Hill Gilbertsville Gishton Glasgow Glenville	ncludes the followin Hartford Hawesville Heath Hendron Herbert Hickory Hill-n-dale Hopkinsville Hopkinsville Horse Cave Hustonville Junction City Knottsville Lake City Lancaster Lawrenceburg Lebanan Livia Logantown Lone Oak Luzerne Maceo Madisonville	Munfordsville Niagara Nortonville Oak Ridge Oakdale Oakland Oklahoma Owensboro Paducah Park City Perryville Philpot Pleasant Hill Pleasant Ridge Plum Springs Poole Powderly Princeton Pritchardsville Pryorsburg Reidland Reidville Reynolds Sta. Robards	Sebree Sedalia Shelby City Shelbyville Slaughters Smiths Grove Sorgho So. Henderson So. Henderson So. Highland So. Union Spottsville Springfield St. Charles St. Joseph Stanford Stanley Stringtown Summersville Sutherland Symsonia Thurston Utica Waddy Water Valley	
Carbondale Cave City Central City	Grahamville Grand Rivers Greensberg	Marion Masonville Mayfield	Robards Rocky Hill Rome Rowletts	West Louisville Whitesville Wingo	
Charleston Cloverport Crayne Crofton Danville Dawson Springs Deanfield	Greenville Habit Hanson Hardeman Hardinsburg Harned Harrodsburg	McGowan Memphis Junc. Midland Milledgeville Moreland Mortons Gap Mosleyville	Rumsey Russellville Sacramento Salmons Saloma Schochoh	Woodburn Woodlawn Woodsonville Yelvington Zion	

SSUED: May 28, 1999

EFFECTIVE: July 1, 1999

ISSUED BY: William J. Senter



## FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Seventy-First SHEET No. 4 Cancelling Seventieth SHEET No. 4

# WESTERN KENTUCKY GAS COMPANY

	Current Rate Summary	
	Case No. 99-070	- ·
Firm Service		
Base Charge: Residential Commercial Carriage (T-4) Transportation Administra	<ul> <li>\$ 9.00 per meter per month</li> <li>24.00 per meter per month</li> <li>250.00 per delivery point per month</li> <li>50.00 per customer per meter</li> </ul>	(I) (T,I (I) (I)
Rate per Mcf First 300 <sup>1</sup> Mcf Next 14,700 <sup>1</sup> Mcf Over 15,000 Mcf	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	(R,I (R,I (R,I
High Load Factor Firm		
HLF demand charge/Mcf	@ \$4.2809 @ \$4.2809 per Mcf of daily Contract Demand	
Rate per Mcf First 300 <sup>1</sup> Mcf Next 14,700 <sup>1</sup> Mcf Over 15,000 Mcf	<ul> <li>@ \$3.1496 per Mcf</li> <li>@ \$1.3738 per Mcf</li> <li>@ 2.6442 per Mcf</li> <li>@ 0.8684 per Mcf</li> <li>@ 2.3795 per Mcf</li> <li>@ 0.6037 per Mcf</li> </ul>	(R,I (R,I (R,I
Interruptible Service		
Base Charge Fransportation Administra	- \$250.00 per delivery point per month tion Fee - 50.00 per customer per meter	(I) (I)
Rate per Mcf First 15,000 <sup>1</sup> Mcf Over 15,000 Mcf	Sales (G-2)Transport (T-2)Carriage (T-4) $@$ \$2.5120 per Mcf $@$ \$0.7362 per Mcf $@$ \$0.5300 per Mcf $@$ 2.3121 per Mcf $@$ 0.5363 per Mcf $@$ 0.3301 per Mcf	(R,I (R,F
	e customer (sales, transportation, and carriage; firm, high load factor, e considered for the purpose of determining whether the volume Acf has been achieved.	

**SSUED:** May 28, 1999

ţ

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

# FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Seventy-First SHEET No. 5 Cancelling Seventieth SHEET No. 5

# WESTERN KENTUCKY GAS COMPANY

	Rate Summary		
Case	No. 99-070		
Applicable	n All and a second se		
For all Mcf billed under General Sales Servic	e (G-1) and Interrup	tible Sales Serv	ëæ ice (G-2).
Gas Charge = GCA			
GCA = EGC + CF + RF + PBRRF			
Gas Cost Adjustment Components	<u>G-1</u>	HLF <u>G-1</u>	<u>G-2</u>
EGC (Expected Gas Cost Component)	\$2.7334	\$2.1785	\$2.1785
CF (Correction Factor)	(0.1882)	(0.1882)	(0.1882)
RF (Refund Adjustment)	(0.0654)	(0.0654)	(0.0330)
PBRRF (Performance Based Rate Recovery Factor)	0.0247	0.0247	0.0247
GCA (Gas Cost Adjustment)	<u>\$2.5045</u>	\$1.9496	\$1.9820
CA (Gas Cost Aujustinent)	<u>\$2.3045</u>	51.9490	<u>51.9820</u>
· .			

SSUED: May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

# FOR ENTIRE SERVICE AREA

P.S.C. NO. 20 Seventy-First SHEET No. 6 Cancelling Seventieth SHEET No. 6

# WESTERN KENTUCKY GAS COMPANY

The General Trans respective service	-			•	e Service (Rates ]	Г-3 а	nd T-4) for each	
System Lost and	Unacco	unted	gas percen	tage:			1.9%	
			Distribut Charge		Non Commodity		Transportation Charge	
Transportation S	ervice (	$(T-2)^{1}$						
a) <u>Firm Service</u>		~	<u> </u>		<b>*</b> * <b>*</b> * <b>*</b>			
First $300^{-2}$	Mcf	@	\$1.2000	+	\$0.7287	=	\$1.9287 per Mcf	
Next 14,700 $^{2}$	Mcf	.@	0.6946	+	0.7287	=	1.4233 per Mcf	
Over 15,000 <sup>2</sup>	Mcf	@	0.4299	+	0.7287	=	1.1586 per Mcf	
b) High Load Fact	or Firm	Servi	ce (HLF)					
Demand		<i>()</i>	\$0.0000	+	4.2809	=	\$4.2809 per Mcf of	
		•					daily contract demand	
First 300 <sup>2</sup>	Mcf	@	\$1.2000	+	\$0.1738	. =	\$1.3738 per Mcf	
Next 14,700 <sup>2</sup>	Mcf	@	0.6946	+	0.1738	=	0.8684 per Mcf	
Over 15,000	Mcf	@	0.4299	+	0.1738	=	0.6037 per Mcf	
c) Interruptible Ser	rvice							
First $15,000^2$	Mcf	@	\$0.5300	+	\$0.2062	=	\$0.7362 per Mcf	
All Over 15,000		@	0.3301	+	0.2062	=	0.5363 per Mcf	
		9	0.0001		0.2002			
Carriage Service								
a) <u>Firm Service (T</u>		~	<b></b>		<b>AA A A A A</b>			
First 300 <sup>2</sup>	Mcf	@	\$1.2000	+	\$0.0000	=	\$1.2000 per Mcf	
Next 14,700 $^{2}$	Mcf	@	0.6946	+	0.0000	=	0.6946 per Mcf	
Over 15,000 <sup>2</sup>	Mcf	@	0.4299	+	0.0000	. =	0.4299 per Mcf	
o) Interruptible Ser	rvice (T	-3)	· ·					ŀ
	Mcf	@	\$0.5300	+	\$0.0000	=	\$0.5300 per Mcf	
All Over 15,000		a)	0.3301	+	0.0000	=	0.3301 per Mcf	
·		Ŭ			ing sales rates.		········	

- volume requirement of 15,000 Mcf has been achieved. Excludes standby sales service.
- 3

SSUED: May 28, 1999

# EFFECTIVE: July 1, 1999

## ISSUED BY: William J. Senter

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Third Revised SHEET No. 11

Cancelling Second Revised SHEET No. 11

# WESTERN KENTUCKY GAS COMPANY

		General Firm Sales Service Rate G-1	
		Rate G-1	
1.	App	licable	
		re Service Area of the Company. list of towns – Sheet No. 3)	
2.	Ava	ilability of Service	
	(exc how all c loca adec	ilable for any use for individually metered service, other than auxiliary or standby service ept for hospitals or other uses of natural gas in facilities requiring emergency power, ever, the rated input to such emergency power generators is not to exceed the rated input of other gas burning equipment otherwise connected multiplied by a factor equal to 0.15) at tions where suitable service is available from the existing distribution system and an puate supply of gas to reader service is assured by the supplier(s) of natural gas to the apany.	
3.	Net	Monthly Rate	
	a)	Base Charge \$ 9.00 per meter for residential service \$24.00 per meter for non-residential service	
	b)	Distribution Charge First <sup>1</sup> 300 Mcf @ \$1.2000 per 1,000 cubic feet Next <sup>1</sup> 14,700 Mcf @ 0.6946 per 1,000 cubic feet Over 15,000 Mcf @ 0.4299 per 1,000 cubic feet	
	c)	Weather Normalization Adjustment	
	d)	Gas Cost Adjustment (GCA) Rider	
	e)	Margin Loss Recovery Rider	
	fa	ll gas consumed by the customer (Sales, Transportation, and Carriage; firm, high, load ctor, interruptible) will be considered for the purpose of determining whether the volume quirement of 15,000 Mcf has been achieved.	
CT II		May 28, 1999 EFFECTIVE: July 1, 1999	]

ISSUED BY: William J. Senter

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SHEET No. 12 Cancelling First Revised SHEET No. 12

## WESTERN KENTUCKY GAS COMPANY

·····	General Firm Sales Service	
	Rate G-1	

## 4. Net Monthly Bill

The Net Monthly Bill shall be equal to the sum of the Base Charge, Distribution Charge, the (T) Gas Cost Adjustment (GCA) Rider, and other riders applicable by class of service.

## 5. Minimum Monthly Bill

The Base Charge plus any High Load Factor (HLF) demand charge, if applicable.

(T,D)

# 6. Service Period

Open order. However, the Company may require a special written contract for large use or abnormal service requirements. This contract shall include provisions for load limitations and for curtailment or interruptions as necessary, at the discretion of the Company, to prevent the load adversely affecting firm service customers in the area.

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 13 Cancelling Original SHEET No. 13 (First Substitute)

## WESTERN KENTUCKY GAS COMPANY

General Firm Sales Service	
 Rate G-1	

# 7. Late Payment Charge

A penalty may be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The penalty may be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for services rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.

# 8. Premises Charge

New residential service connections on and after January 1, 2001 hereunder are subject to the Premises Charge described on Tariff Sheet No. 67.

## 9. Rules and Regulations

t i france

. .

Service furnished under this schedule is subject to the Company's Rules and Regulations and to applicable rate and rider schedules.

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

ISSUED BY: William J. Senter

Vice President – Rates & Regulatory Affairs

(T)

(N)

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SHEET No. 15 Cancelling First Revised SHEET No. 15

## WESTERN KENTUCKY GAS COMPANY

	Interruptible Sales Service
	Rate G-2
1.	Applicable
	Entire Service Area of the Company. (See list of towns – Sheet No. 3)
2.	Availability of Service
	a) Available on an individually metered service basis to commercial and industrial customers for any use as approved by the Company on a strictly interruptible basis, subject to suitable service being available from the existing transmission and/or distribution facilities and when an adequate supply of gas is available to the Company under its purchase contracts with its pipeline supplier.
	b) The supply of gas provided for herein shall be sold primarily on an interruptible basis, however, in certain cases and under certain conditions the contract may include High Priority service to be billed under "General Sales Service Rate G-1" limited to use and volume which, in the Company's judgement, requires and justifies such combination service.
	c) The contract for service under this rate schedule shall include interruptible service or a combination of High Priority service and Interruptible service, however, the Company reserves the right to limit the volume of High Priority service available to any one customer.
3.	Delivery Volumes
	a) The volume of gas to be sold and purchases under this rate schedule shall be set forth in a written contract, specifying a maximum daily interruptible sales service volume and shall be subject to revision in accordance with the Company's approved curtailment plan.

ISSUED: May 28, 1999

EFFECTIVE: July 1, 1999

ISSUED BY: William J. Senter

Vice President – Rates & Regulatory Affairs

N)

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SHEET No. 16 Cancelling First Revised SHEET No. 16

.

# WESTERN KENTUCKY GAS COMPANY

	Interruptible Sales Service
	Rate G-2
b)	<u>High Priority Service</u> The volume for High Priority service shall be established on a High Priority Daily Contract Demand basis which shall be the maximum quantity the Company is obligated to deliver and which the customer may receive in any one day, subject to other provisions of this rate schedule and the related contract.
c)	Interruptible Service The volume for Interruptible service shall be established on an Interruptible Daily Contract Demand basis which shall be the maximum quantity the Company is obligated to deliver and which the customer may receive subject to other provisions of this rate schedule and the related contract.
d)	Revision of Delivery Volumes The Daily Contract Demand for High Priority service and the Daily Contract Demand for Interruptible service shall be subject to revision as necessary so as to coincide with the customer's normal operating conditions and actual load with consideration given to any anticipated changes in customer's utilization, subject to the Company's contractual obligations with other customers or its suppliers, and subject to system capacity and availability of the gas if an increased volume is involved.
l. <u>N</u>	et Monthly Rate
a)	Base Charge:\$250.00per delivery point per monthMinimum Charge:The Base Charge plus any Transportation Fee and EFMfacilities charge
b)	Distribution Charge:
	High Priority Service The volume of gas used each day up to, but not exceeding the effective High Priority Daily Contract Demand shall be totaled for the month and billed at the "General Firm Sales Service Rate G-1".

**ISSUED BY:** William J. Senter

Vice President - Rates & Regulatory Affairs

ŧ

#### FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SHEET No. 17 Cancelling First Revised SHEET No. 17

#### WESTERN KENTUCKY GAS COMPANY

	Interruptible Sales Service Rate G-2	
Interruptible Service Gas used per month in e	xcess of the High Priority Service shall be billed as follows:	
First 15,000 Mcf Over 15,000 Mcf	\$0.5300 per 1,000 cubic feet 0.3301 per 1,000 cubic feet	
c) Gas Cost Adjustment (G	CA) Rider	
d) Margin Loss Recovery I	Rider	
	customer (Sales, Transportation, and Carriage; firm, high e considered for the purpose of determining whether the v has been achieved.	

ISSUED: May 28, 1999

EFFECTIVE: July 1, 1999

ISSUED BY: William J. Senter

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 18 Cancelling Original SHEET No. 18

(T)

(D)

(N)

#### WESTERN KENTUCKY GAS COMPANY

# Interruptible Sales Service Rate G-2 (D)

#### 5. Standby or Auxiliary Equipment and Fuel

It shall be the responsibility of the customer to provide and maintain such stand-by, auxiliary equipment and fuel, as the customer may, in its discretion, require to protect its fuel requirements and best interest and to assure continuous operation during any period of interruption of gas deliveries.

#### 6. Alternative Fuel Responsive Flex Provision

Notwithstanding any other provision of this tariff, the Company may, periodically, flex the otherwise applicable rate on a customer specific basis if, a customer presents sufficient reliable and persuasive information to satisfactorily prove to the Company that alternative fuel, usable by the customer's facility, is readily available, in both advantageous price and adequate quantity, to completely or materially displace the gas service that would otherwise be facilitated by this tariff. The customer shall submit the appropriate information by affidavit on a form on file with the Commission and provided by the Company. The Company may require additional information to evaluate the merit of the flex request.

Pursuant to this Section, the Company may flex the otherwise applicable transportation rate to allow the delivered cost of gas to approximate the customer's total cost, including handling and storage charges, of available alternative fuel. The minimum flexed rate shall be the non-commodity component of the customer's otherwise applicable rate.

The Company will not flex for volumes which, if delivered, would exceed either (1) the current operable alternative fuel fired capability of the customer's facilities, or (2) the energy equivalent of the quantity of alternative fuel available to the customer, whichever is less. The Company reserves the right to confirm, to its satisfaction, the customer's alternative fuel capability and the reasonableness of the represented price and quantity of available alternative fuel.



**ISSUED:** May 28, 1999

#### EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 19 Cancelling Original SHEET No. 19

#### WESTERN KENTUCKY GAS COMPANY

		Interruptible Sales Service	7
		Rate G-2	-
7.	Cu	rtailment	(D) (T)
	"Cu app incl eart	curtailments or interruptions shall be in accordance with and subject to the Company's artailment Order" as contained in Section 33 of its Rules and Regulations as filed with and roved by the Public Service Commission and for any causes due to force majeure (which udes acts of God, strikes, lockouts, civil commotion, riots, epidemics, landslides, lightning, hquakes, fires, storms, floods, etc.); and for any other necessary or expedient reason at the retion of the Company.	(C)
8.	Pen	alty for Unauthorized Overruns	(N)
	a)	In the event a customer fails in part or in whole to comply with a Company Curtailment Order either as to time or volume of gas used or uses a greater quantity of gas than its allowed volume under terms of the Curtailment Order, the Company may, at its sole discretion, apply a penalty rate of up to \$15.00 per Mcf.	
	b)	In addition to other tariff penalty provisions, the customer shall be responsible for any penalty(s) assessed by the interstate pipeline(s) or suppliers resulting from the customer's failure to comply with terms of a Company Curtailment Order.	
	c)	The payment of penalty charges shall not be considered as giving any customer the right	

c) The payment of penalty charges shall not be considered as giving any customer the right to take unauthorized volumes of gas nor shall such penalty charges be considered as a substitute for any other remedy available to the Company.

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 20 Cancelling Original SHEET No. 20 (First Substitute)

#### WESTERN KENTUCKY GAS COMPANY

		Interruptible Sales Service	7
		Rate G-2	
9.	Spe	cial Provisions	(T)
	a)	A written contract with a minimum term of one year shall be required.	
	b)	The Rules and Regulations and Orders of the Public Service Commission and of the Company and the Company's general terms and conditions applicable to industrial and commercial sales, shall apply to this rate schedule and all contracts thereunder.	
	c)	No gas delivered under this rate schedule and applicable contract shall be available for resale.	
10.	Lat	e Payment Charge	(T)
	•		

A penalty may be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The penalty may be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Third Revised SHEET No. 21

Cancelling Second Revised SHEET No. 21

#### WESTERN KENTUCKY GAS COMPANY

		Large Volume Sales Rates LVS-1 (High Priority), LVS-2 (Low Priority)	
		Kates LVS-1 (Ingli 1 Hority), LVS-2 (Low 1 Hority)	-
1.	App	olicable	
•	Enti	re Service Area of the Company.	
		list of towns – Sheet No. 3)	
2.	Ava	ilability of Service	
			1
	usag distr of na	ilable to any customer (with an expected demand of at least 36,500 Mcf per year) where ge is individually metered at locations where suitable service is available from the existing ibution system and an adequate supply of gas to render service is assured by the supplier(s) atural gas to the Company. Except as provided in the service agreement, LVS service is not lable in conjunction with any other tariffed gas service.	
3.	Net	Monthly Rate	
	a)	Base Charge:	
	u)	LVS-1 Service \$ 24.00 per Meter	α
		LVS-2 Service 250.00 per Meter	(I) (I)
		Combined Service 250.00 per Meter	
	b)	Distribution Charge for LVS-1 Service	) (T
		First <sup>1</sup> 300 Mcf @ \$1.2000 per Mcf	(1)
		Next <sup>1</sup> 14,700 Mcf @ 0.6946 per Mcf	(I)
		Over 15,000 Mcf @ 0.4299 per Mcf	(I)
	c)	Distribution Charge for LVS-2 Service	) (T
		First <sup>1</sup> 15,000 Mcf @ \$0.5300 per Mcf	
	·	Over 15,000 Mcf @ 0.3301 per Mcf	(I)
		Over 15,000 Mcf @ 0.3301 per Mcf	
	fa	Il gas consumed by the customer (Sales, Transportation, and Carriage; firm, high, load actor, interruptible) will be considered for the purpose of determining whether the volume equirement of 15,000 Mcf has been achieved.	

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

ISSUED BY: William J. Senter

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SHEET No. 22 Cancelling **First Revised SHEET No. 22** 

#### WESTERN KENTUCKY GAS COMPANY

# Large Volume Sales Rates LVS-1 (High Priority), LVS-2 (Low Priority) d) The Non-Commodity Components (Sheet No. 6) as calculated in the Company's Gas Cost Adjustment (GCA) filing. The Weighted Average Commodity Gas Cost is based on current purchase costs including e) all related variable delivery costs for the billing period for which the gas was delivered. f) The True-Up Adjustment shall be customer account specific and shall include all prior period adjustments known at time of billing. Notice of the Weighted Average Commodity Gas Cost and True-Up Adjustment will be g) filed with the Commission prior to billing. Margin Loss Recovery Rider h) (N) Net Monthly Bill (T) The Net Monthly Bill shall be equal to the sum of the Base Charge, the High Load Factor demand charge, the Distribution Charge, the Non-Commodity Component, the Weighted Average Commodity Gas Cost and the True-Up Adjustment. 5. **Minimum Monthly Bill** (T.D) The Base Charge and High Load Factor demand charge, if applicable.

**ISSUED:** May 28, 1999

4.

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 23 Cancelling Original SHEET No. 23

#### WESTERN KENTUCKY GAS COMPANY

#### Large Volume Sales Rates LVS-1 (High Priority), LVS-2 (Low Priority)

#### 6. Standby or Auxiliary Equipment and Fuel

It shall be the responsibility of the customer to provide and maintain such stand-by, auxiliary equipment and fuel, as the customer may, in its discretion, require to protect its fuel requirements and best interest and to assure continuous operation during any period of interruption of gas deliveries.

#### 7. Alternative Fuel Responsive Flex Provision (LVS-2 Service Only)

Notwithstanding any other provision of this tariff, the Company may, periodically, flex the otherwise applicable distribution charge on a customer specific basis if, a customer presents sufficient reliable and persuasive information to satisfactorily prove to the Company that alternative fuel, usable by customer's facility, is readily available, in both advantageous price and adequate quantity, to completely or materially displace the gas service that would otherwise be facilitated by this tariff. The customer shall submit the appropriate information by affidavit on a form on file with the Commission and provided by the Company. The Company may require additional information to evaluate the merit of the flex request.

Pursuant to this Section, the Company may flex the applicable Distribution Charge to allow the delivered cost of gas to approximate the customer's total cost, including handling and storage charges, of available alternative fuel. The minimum flexed rate shall be the non-commodity component and weighted average commodity gas cost of the customer's otherwise applicable rate.

The Company will not flex for volumes which, if delivered, would exceed either (1) the current operable alternative fuel fired capability of the customer's facilities, or (2) the energy equivalent of the quantity of alternative fuel available to the customer, whichever is less. The Company reserves the right to confirm, to its satisfaction, the customer's alternative fuel capability and the reasonableness of the represented price and quantity of available alternative fuel.

**ISSUED:** May 28, 1999

**EFFECTIVE:** July 1, 1999

**ISSUED BY:** William J. Senter

Vice President – Rates & Regulatory Affairs

1

(T)

(D)

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 24 Cancelling Original SHEET No. 24

#### WESTERN KENTUCKY GAS COMPANY

#### Large Volume Sales Rates LVS-1 (High Priority), LVS-2 (Low Priority)

#### 8. <u>Curtailment</u>

All curtailments or interruptions shall be in accordance with and subject to the Company's "Curtailment Order" as contained in Section 33 of its Rules and Regulations as filed with and approved by the Public Service Commission and for any causes due to force majeure (which includes acts of God, strikes, lockouts, civil commotion, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, etc.); and for any other necessary or expedient reason at the discretion of the Company.

#### 9. Penalty for Unauthorized Overruns

- a) In the event a customer fails in part or in whole to comply with a Company Curtailment Order either as to time or volume of gas used or uses a greater quantity of gas than its allowed volume under terms of the Curtailment Order, the Company may, at its sole discretion, apply a penalty rate of up to \$15.00 per Mcf.
- b) In addition to other tariff penalty provisions, the customer shall be responsible for any penalty(s) assessed by the interstate pipeline(s) or suppliers resulting from the customer's failure to comply with terms of a Company Curtailment Order.
- c) The payment of penalty charges shall not be considered as giving any customer the right to take unauthorized volumes of gas nor shall such penalty charges be considered as a substitute for any other remedy available to the Company.

#### **10.** Service Agreement

The Company will require a written contract for a minimum term of twelve months. This contract shall include provisions for load limitations and for curtailment or interruptions as necessary, at the discretion of the Company, to prevent the load adversely affecting service of equal or higher priority customers in the area.

A customer with an unexpired contract for other services may subscribe to LVS service by contract amendment provided the contract, as amended, has a remaining term of at least twelve months.

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

Vice President – Rates & Regulatory Affairs

(N)

(D)

(N)

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 25 Cancelling Original SHEET No. 25

#### WESTERN KENTUCKY GAS COMPANY

#### Large Volume Sales Rates LVS-1 (High Priority), LVS-2 (Low Priority)

The volume of gas to be sold and purchased under this rate schedule and the related contract shall be established on a daily, monthly and seasonal basis. The priority of contract volumes shall be subject to revision in accordance with the Company's approved curtailment plan.

The contract volumes (or service mix) shall be subject to revision by the Company as appropriate so as to coincide with the customer's normal operating conditions and actual load with consideration give to any reasonably anticipated changes in customer's utilization, subject to the Company's contractual obligations with other customers or its suppliers, and subject to system capacity and availability of the gas if an increased volume is involved.

#### 11. Late Payment Charge

A penalty may be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The penalty may be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.

#### 12. Exit Fee

When service under this schedule is discontinued, the customer is responsible for (or entitled to) an exit fee (or refund) equal to the lagging true-up adjustments related to the customer's service period.

#### 13. Rules and Regulations

Service furnished under this schedule and applicable contracts are subject to the Company's Rules and Regulations and to applicable rate and rider schedules.

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

Vice President - Rates & Regulatory Affairs

(T)

(T)

(T)

#### FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 26 Cancelling Original SHEET No. 26

		Weather Normalization Adjustment Rider WNA
•	Applicab	
	Applicabl	le to Rate G-1 Sales Service, excluding industrial class only.
	adjusted	ibution charge per Mcf for gas service as set forth in G-1 Sales Service shall be by an amount hereinunder described as the Weather Normalization Adjustmen The WNA shall be applicable to Rate G-1 Sales Service, excluding Industrial Sale
	read duri according May thro	A shall apply to all residential, commercial and public authority bills based on meter ng the months of November through April. The WNA shall increase or decrease gly by month. The WNA will not be billed to reflect meters read during the months o ugh October. Customer base loads and heating sensitivity factors will be determined and computed annually.
•	Computa	ation of Weather Normalization Adjustment
	The WNA	A shall be computed using the following formula:
	WN	$IA_{i} = R_{i} \frac{(HSF_{i} (NDD - ADD))}{(BL_{i} + (HSF_{i} \times ADD))}$
	Where:	
	i	= any rate schedule or billing classification within a rate schedule that contains more than one billing classification
	WNAi	= Weather Normalization Adjustment Factor for the ith rate schedule o classification expressed as a rate per Mcf
	R <sub>i</sub>	= weighted average rate (distribution charge) of temperature sensitive sales for the ith schedule or classification
	HSFi	= heat sensitive factor for the ith schedule or classification
	NDD	= normal billing cycle heating degree days
	ADD	= actual billing cycle heating degree days

**ISSUED BY:** William J. Senter

Vice President - Rates & Regulatory Affairs

٤

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SHEET No. 27 Cancelling First Revised SHEET No. 27

#### WESTERN KENTUCKY GAS COMPANY

Gas Cost Adjustment	
Rider GCA	

#### 1. Applicable

Same Sugar

Gas Tariffs in effect for the entire Service Area of the Company as designated in the particular tariff.

#### 2. Gas Cost Adjustment (GCA)

The Company shall file a Monthly Report with the Commission which shall contain an updated Gas Cost Adjustment (GCA) at least thirty (30) days prior to the beginning of each month. The GCA shall become effective for meter readings on and after the first day of the month.

#### 3. Determination of GCA

The monthly amount computed under each of the rate schedules to which this GCA is applicable shall be increased or decreased at a rate per Mcf calculated for each billing month in accordance with the following formula as applicable to each rate class:

GCA = EGC + CF + RF

Where:

EGC – is the weighted average Expected Gas Cost per Mcf of gas supply which is reasonably expected to be experienced during the month the GCA will be applied for billings.

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

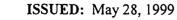
Vice President – Rates & Regulatory Affairs

(T,D)

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Third Revised SHEET No. 28 Cancelling Second Revised SHEET No. 28

#### WESTERN KENTUCKY GAS COMPANY

		Gas Cost Adjustment	
		Rider GCA	4
	EGO	C is composed of the following:	
	1)	Expected commodity costs of all current purchases at reasonably expected prices, including all related variable delivery costs and FERC authorized charges (i.e., take-or-pay, transition costs, etc.) billed to the Company on a commodity basis.	
	2)	Expected non-commodity costs including pipeline demand charges, gas supplier reservation charges, and FERC authorized charges (i.e., take-or-pay, transition costs, etc.) billed to the Company on a non-commodity basis.	
	3)	The cost of other gas sources for system supply (no-notice supply, Company storage, withdrawals, etc.).	
	Less		
<i>.</i>	4)	The cost of gas purchases expected to be injected into underground storage.	
	5)	Projected recovery of non-commodity costs and Lost and Unaccounted for costs from transportation transactions.	
	6)	Projected recovery of non-commodity and commodity costs from LVS-1 and LVS-2 transactions.	
	7)	The cost of Company-use volumes.	
	8)	Projected recovery of non-commodity costs from High Load Factor (HLF) demand charges.	
		· · ·	
			(



EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

#### FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Original SHEET No. 291

#### WESTERN KENTUCKY GAS COMPANY

Margin Loss Recovery Rider	]
MLR	](N)

#### Intent

This Margin Loss Recovery Rider is intended to authorize the Company to recover 90% of distribution charge losses that result from (1) discounts pursuant to the Alternate Fuel Responsive Flex Provision, or, (2) special contracts approved by the Public Service Commission of Kentucky.

#### Calculation of the Margin Loss Recovery Factor

The Margin Loss Recovery Factor will be calculated in accordance with the following formula:

$$MLR = (\underline{NGPM - AGPM}) \times .9$$

Where:

MLR is the Margin Loss Recovery Factor

NGPM is the normally applicable distribution charges

AGPM is the actual distribution charges under Flex Sales or Transportation transactions, or, as stated in the special contract

S is the expected sales volumes as used in the Correcting Factor of the Gas Cost Adjustment Rider

#### Filing with the Public Service Commission of Kentucky

The MLR shall be filed every March and September, to become effective in April and October, respectively. The March filing shall update the MLR for the six months ended December period while the September filing shall update the MLR for the six months ended June period.



**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

ISSUED BY: William J. Senter

#### FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Original SHEET No. 30a

#### WESTERN KENTUCKY GAS COMPANY

		Demand-Side Management Cost Recovery Mechanism DSM
1.	Applicab	e
	Applicabl	e to Rate G-1 Sales Service, residential class only.
	or decrea	nly Distribution Charge under Residential Rate G-1 Sales Service, shall be increase sed annually beginning January 2000 by the DSM Cost Recovery Componer at a rate per Mcf in accordance with the following formula:
		DSMRC = DCRC + DCRP + DBA
	Where:	
	DCRC =	DSM Cost Recovery-Current. The DCRC shall include all projected costs for th next twelve-month period. These costs shall be limited to expected payments t program implementation contractors over that period, as well as any costs incurre by or on behalf of the DSM collaborative process. These costs would be divided b the expected Mcf sales for the upcoming twelve-month period to determine th DCRC.
	DCRP =	DSM Cost Recovery-Pilot. The DCRP shall include all costs associated with th implementation of the DSM Pilot program. These costs include payments to implementation contractors, as well as costs incurred on behalf of the collaborative process, including consultants. These costs shall be amortized over a three-year period beginning January 2000 through December 2002. The costs to be amortize over the upcoming twelve-month period shall be divided by the expected Mcf sale for the upcoming twelve-month period to determine the DCRP.
SUI	ED: May 28,	1999 EFFECTIVE: July 1, 1999

ISSUED BY: William J. Senter

Vice President - Rates & Regulatory Affairs

(N)

#### FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Original SHEET No. 30b

#### WESTERN KENTUCKY GAS COMPANY

	DSM
	DBA = DSM Balance Adjustment. The DBA shall be calculated on a calendar year basis and be used to reconcile the difference between the amount of revenues actually billed through the DCRC, DCRP and previous applications of the DBA, and the revenues which should have been billed.
-1	The DBA for the upcoming twelve-month period shall be calculated as the sum of the balance adjustments for the DCRC, DCRP and DBA. For the DCRC, the balance adjustment shall be the difference between the amount billed in a twelve-month period from the application of the DCRC unit charge and the actual cost of the DSM Program during the same twelve-month period.
	For the DCRP, the balance adjustment shall be the difference between the amount billed in a twelve-month period from the application of the DCRP unit charge and the actual cost of the DSM pilot program as amortized at no interest over three years.
	For the DBA, the balance adjustment shall be the difference between the amount billed in a twelve-month period from the application of the DBA unit charge and the balance adjustment amount established for the same twelve-month period.
	The balance adjustment amounts calculated will include interest to be calculated at a rate equal to the average of "3-month Commercial Paper Rate" for the immediately preceding twelve- month period. The balance adjustments plus interest shall be divided by the expected Mcf sales for the upcoming twelve-month period to determine the DBA.
	The Company will file modifications to the DSMRC on an annual basis at least two months prior to the beginning of the effective upcoming twelve-month period for billing. This annual filing shall include detailed calculations of the DCRC, the DCRP, and the DBA, as well as data on the total cost of the DSM Program over the twelve-month period.

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

-

ISSUED BY: William J. Senter

#### FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Original SHEET No. 30c

## WESTERN KENTUCKY GAS COMPANY

Demand-Side Management Cost DSM	t Recovery Mechanism	
DSM Cost Recovery Component (DSMRC):		
DSM Cost Recovery – Current:	\$0.0155 per Mcf	
DSM Cost Recovery – Pilot:	\$0.0225 per Mcf	
DSM Balance Adjustment:	\$0.0000 per Mcf	
DSMRC Residential Rate G-1	\$0.0380 per Mcf	

ISSUED: May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

#### FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Original SHEET No. 30d

#### WESTERN KENTUCKY GAS COMPANY

#### Gas Research Institute R & D Rider GRI R & D Unit Charge

#### **Application:**

This rider applies to the distribution charge applicable to all gas transported by the Company other than Rate T-3 and T-4 Carriage Service.

#### GRI R&D Unit Charge:

The intent of the Gas Research Institute R&D Unit Charge is to maintain the Company's level of contribution per Mcf as of December 31, 1998. The Unit Charge will be billed according to the transition schedule outlined in the pipelines' tariffs.

#### Waiver Provision:

The GRI R&D Unit Charge may be reduced or waived for one or more classifications of service or rate schedules at any time by the Company by filing notice with the Commission.

#### **Remittance of Funds:**

All funds collected and this rider will be remitted to Gas Research Institute on a monthly basis. The amounts so remitted shall be reported to the Commission annually.

#### **Reports to the Commission:**

A statement setting forth the manner in which the funds remitted have been invested in research and development will be filed with the Commission annually.

**Termination of this Rider:** Participation in the GRI R&D funding program is voluntary on the part of the Company. This rider may be terminated at any time by the Company by filing a notice of recision with the Commission.



**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

Vice President – Rates & Regulatory Affairs

(N)

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Third Revised Sheet No. 34 Cancelling Second Revised Sheet No. 34

÷

### WESTERN KENTUCKY GAS COMPANY

	<u></u>	·	Ge		nsportation ate T-2	Serv				(
1.	Applicable									
	Entire service are (G-1) and/or Inter				mer receiv	ing se	rvice und	ler the Gener	ral Sales Service	
2.	Availability of Second	ervice								(
	Available to any individual service transportation by from existing faci	e at the san the Compa	ne premis	se, who ha	s purchased	l its o	wn suppl	y of natural	gas and require	
•	Net Monthly Rat	te								
	In addition to any	and all cha	rges asses	ssed by oth	er parties, t	here v	vill be app	plied:		
	a) Transportatio	n Administi	ration Fee	e - \$50.00	per custome	er per	month			
	b) Distribution C	Charge for H	ligh Prior	ity Service	- 					
	First	300	Mcf		\$ 1.2000	nor	Mcf			
	Next	14,700	Mcf	. @ @	\$ 1.2000 0.6946	per per	Mcf			
	Over	-	Mcf	@	0.4299	•	Mcf			
	c) Distribution C	harge for I	ow Priori	ity Service						
	1									
	First	15,000	Mcf	@	\$ 0.5300	per	Mcf			
	Over	15,000	Mcf	@	0.3301	per	Mcf	. •		(
	d) Applicable No Adjustment (0		• •	oonents (Sl	neet No. 6)	as calo	culated in	the Compan	ıy's Gas Cost	
	e) Electronic Flo	w Measure	ment ("E	FM") facili	ities charge	, if ap	olicable (	Sheet No. 51	).	ľ
	All gas const interruptible) of 15,000 Mo	) will be con	nsidered f	or the purp					oad factor, e requirement	
SS	UED: May 28, 199	99					EFFEC	TIVE: July	1, 1999	J
	UED BY: William									

FOR ENTIRE SERVICE AREA

P.S.C. NO. 20 Third Revised Sheet No. 35 Cancelling Second Revised Sheet No. 35

#### WESTERN KENTUCKY GAS COMPANY

General Transportation Service	(T)
Rate T-2	1

#### 4. Net Monthly Bill

The Net Monthly Bill, for T-2 Service, shall be equal to the sum of the Transportation (T) Administration Fee and the appropriate Transportation Charge (Distribution Charge plus Noncommodity component) applied to the customer's transported volumes and any applicable Electronic Flow Measurement ("EFM") facilities charges (see Subsection 7 "Special Provisions" of this tariff). The customer will also be billed for purchases and the applicable Base Charge and High Load Factor (HLF) demand charge under Rates G-1 and G-2.

#### 5. Nominated Volume

Definition: "Nominated Volume" or "Nomination" – The Level of daily volume in Mcf as requested by the customer to be transported and delivered by the Company. Such volume nominated by the Customer shall include an allowance for the Company's system Lost and Unaccounted gas percentage as stated in the Company's current Transportation and Carriage tariff Sheet No. 6. The volumes delivered by the Customer to the Company for redelivery to the Customer's facilities will be reduced to cover the related system Lost and Unaccounted gas quantities.

Such nomination request shall be made by the customer to the Company on a periodic basis prior to the nomination deadline of the respective interstate transporter. Such nomination may be adjusted prospectively from time to time during the billing period as may become necessary. However, the Company retains the right to limit the number of nomination adjustments during the billing period.

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Third Revised SHEET No. 36 Cancelling Second Revised SHEET No. 36

# WESTERN KENTUCKY GAS COMPANY

		General Transportation Service
		Rate T-2
	b)	It will be the responsibility of the customer to pay all costs for additional facilities and/or equipment which will be required as a result of receiving transportation under this Transportation Tariff Rate (additional facilities may be required to allow for changing from weekly or monthly meter readings to daily meter record for the billing period). Electronic flow measurement ("EFM") equipment is required to be installed, maintained, and operated by the Company to obtain transportations support services related to the EFM equipment. Customers required to install EFM may elect the optional monthly EFM facilities charges (Sheet No. 51). EFM equipment is not required for customers whose contractual requirements with the Company are less than 300 Mcf/day; however, such customers may, at their option, elect to install EFM equipment under the same provisions set forth above.
3.	<u>Te</u>	rms and Conditions
	a)	Specific details relating to volume, delivery point and similar matters shall be covered by a separate written contract or amendment with the customer.
	b)	Gas transported under this Transportation Tariff Rate is subject to the provisions of the Company's curtailment order.
	c)	The Company will not be obligated to deliver a total supply of gas to the customer in excess if the customer's maximum contracted volumes.
	d)	It shall be the customer's responsibility to make all necessary arrangements, including obtaining any regulatory approval required, to deliver gas transported under this Transportation Tariff Rate to the facilities of the Company.
	e)	The Company reserves the right to refuse to accept gas that does not meet the Company's quality specifications.
	f)	The Rules and Regulations and Orders of the Kentucky Public Service Commission and of the Company and the Company's General Terms and Conditions applicable to the Company's Sales Tariff Rates shall likewise apply to these Transportation Tariff Rates and all contracts and amendments thereunder.

ISSUED: May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

#### WESTERN KENTUCKY GAS COMPANY

#### General Transportation Service Rate T-2

#### 9. Alternative Fuel Responsive Flex Provision

Notwithstanding any other provision of this tariff, the Company may, periodically, flex the otherwise applicable Distribution Charge on a customer specific basis if, a customer presents sufficient reliable and persuasive information to satisfactorily prove to the Company that alternative fuel, usable by the customer's facility, is readily available, in both advantageous price and adequate quantity, to completely or materially displace the gas service that would otherwise be facilitated by this tariff. The customer shall submit the appropriate information by affidavit on a form on file with the Commission and provided by the Company. The Company may require additional information to evaluate the merit of the flex request.

Pursuant to this Section, the Company may flex the otherwise applicable transportation rate to allow the delivered cost of gas to approximate the customer's total cost, including handling and storage charges, of available alternative fuel. The minimum flexed rate shall be the non-commodity component of the customer's otherwise applicable rate.

The Company will not flex for volumes which, if delivered, would exceed either (1) the current operable alternative fuel fired capability of the customer's facilities, or (2) the energy equivalent of the quantity of alternative fuel available to the customer, whichever is less. The Company reserves the right to confirm, to its satisfaction, the customer's alternative fuel capability and the reasonableness of the represented price and quantity of available alternative fuel.

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

Vice President – Rates & Regulatory Affairs

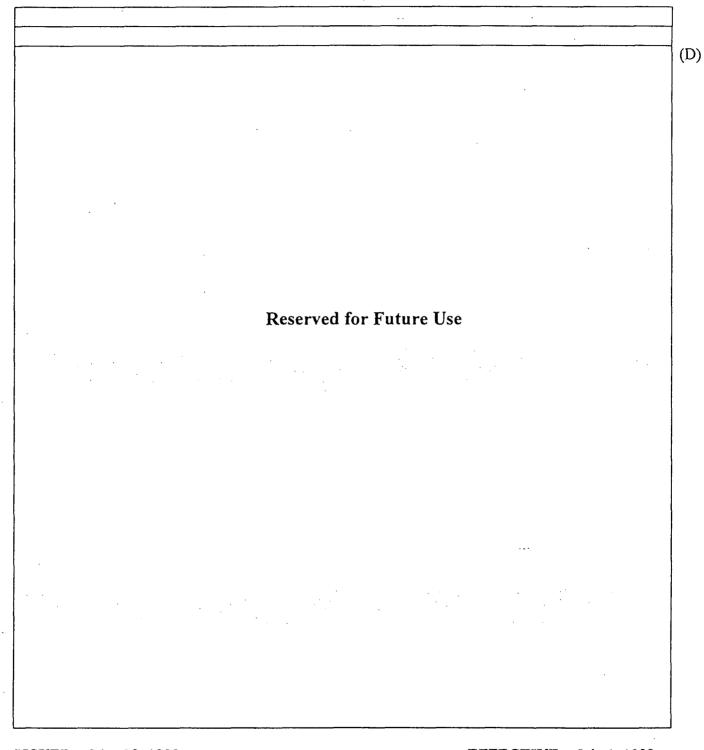
.

(T)

(T)

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Fourth Revised Sheet No. 38 Cancelling Third Revised Sheet No. 38

# WESTERN KENTUCKY GAS COMPANY



**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

ISSUED BY: William J. Senter

#### FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Third Revised SHEET No. 40 Cancelling Second Revised SHEET No. 40

#### WESTERN KENTUCKY GAS COMPANY

		e Carriage Service ate T-3
•	Applicable	
	Entire service area of the Company to any cust requirements not included under one of the Co	tomer for that portion of the customer's interruptible ompany's sales tariffs.
	Availability of Service	
	individual service at the same premise, wh	ed demand of at least 9,000 Mcf per year, on an no has purchased its own supply of natural gas and ne Company to customer's facilities subject to suitable ities.
	receiving service under this tariff to elect a Company's sole judgment, the performanc	ce to a customer under this tariff or to allow a customer any other service provided by the Company, if in the ce of such service would be contrary to good operating ct on other customers serviced by the Company.
	Net Monthly Rate	
	In addition to any and all charges assessed by	other parties, there will be applied:
	<ul><li>a) Base Charge</li><li>b) Transportation Administration Fee</li></ul>	<ul> <li>\$250.00 per delivery point</li> <li>50.00 per customer per month</li> </ul>
	c) Distribution Charge for Interruptible Servi	ice
	First 15,000 Mcf Over 15,000 Mcf	<ul> <li>@ \$0.5300 per Mcf</li> <li>@ 0.3301 per Mcf</li> </ul>
		W 0.5501 per Mer
		(Sheet No. 6) as calculated in the Company's Gas Cost
	d) Applicable Non-Commodity Components	

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Third Revised SHEET No. 41 Cancelling Second Revised SHEET No. 41

#### WESTERN KENTUCKY GAS COMPANY

	Interruptible Carriage Service
	Rate T-3
4.	Net Monthly Bill
	The Net Monthly Bill shall be equal to the sum of the Base Charge, the Transportation Administration Fee, and applicable Distribution Charge and Non-Commodity Component, and any applicable Electronic Flow Measurement ("EFM") facilities charges (see Subsection 8 "Special Provisions" of this tariff.)
5.	Nominated Volume
	Definition: "Nominated Volume" or "Nomination" – The level of daily volume in Mcf as requested by the customer to be transported and delivered by the Company. Such volume nominated by the Customer shall include an allowance for the Company's system Lost and Unaccounted gas percentage as stated in the Company's current Transportation and Carriage tariff Sheet No. 6. The volumes delivered by the Customer to the Company for redelivery to the Customer's facilities will be reduced to cover the related system Lost and Unaccounted gas quantities.
 	Such nomination request shall be made by the customer to the Company on a periodic basis prior to the nomination deadline of the respective interstate transporter. Such nomination may be adjusted prospectively from time to time during the billing period as may become necessary. However, the Company retains the right to limit the number of nomination adjustments during the billing period.

**ISSUED BY:** William J. Senter

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SHEET No. 41A Cancelling First Revised SHEET No. 41A

# WESTERN KENTUCKY GAS COMPANY

	Interruptible Carriage Service
	Rate T-3
Ir	nbalances
di fa	he Company will calculate, on a monthly basis, the customer's Imbalance resulting from the ifferences that occur between the volume that the customer had delivered into the Company's ucilities and the volume the Company delivered to the customer's facilities plus an allowance for vstem Lost and Unaccounted gas quantities.
	Imbalance = [Mcfcustomer X (1 - L&U%)] - Mcfcompany
	Where:
	<ol> <li>"Mcf customer" are the total volumes that the customer had delivered to the Company's facilities.</li> </ol>
	2. "Mcf company" are the volumes the Company delivered into customer's facilities, however, the Company will adjust the Imbalance, if at the Company's request, the customer did not take deliveries of the volumes the customer had delivered to the Company's facilities.
	3. "L&U%" is the system Lost and Unaccounted gas percentage as stated in the Company's current Transportation and Carriage tariff Sheet No. 6.
T	he Imbalance volumes will be resolved by use of the following procedure:
a	) If the Imbalance is negative and Imbalance volumes were approved by the Company, then the customer-will be billed for the Imbalance volumes at a rate equal to 110% of the Company's sales rate (G-2). However, if the Imbalance volumes were not approved by the Company, then the Imbalance volumes shall be deemed as an overrun and the Company may, at its sole discretion, apply a penalty rate of up to \$15.00 per Mcf. The Company has no obligation to provide gas supply to a customer electing service under this tariff.
	If the Imbalance is positive, then the Company will purchase the Imbalance volumes in excess of "parked" volumes from the customer at the rates described in the following "Cash out" method in item (b).
	D: May 28, 1999 EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

ŧ

#### FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SHEET No. 41B Cancelling First Revised SHEET No. 41B

# WESTERN KENTUCKY GAS COMPANY

	Interrupti		rriage Service	
		Rate 7	-3	
b)	"Cash out" Method			
	Imbalance volumes		Cash-out Price	
	First 5% of Mcf Customer	@	100% of Index Price	
	Next 5% of Mcf Customer	@	90% of Index Price	
	Over-10% of Mcf customer	@	80% of Index Price	
/ <b>.</b> .	Not to exceed the Imbalance volumes			
	<sup>2</sup> The index price will equal the effective pipeline or as filed with the Commission		out" index price in effect for the transporting e Company.	
c)		nent wi	ansportation commodity charges applying to I not exceed pipeline transportation commod ransport the "Cash Out" volumes.	
d)	assessed by the pipeline (s) resulting fro	om the	e customer shall be responsible for any penal customer's failure to match volumes that the ities with volumes the Company delivered in	• • •
e)	volumes, up to 10% of "MCF company", or service will be provided on a "best effort	on a mo rts" bas	Company, arrange to "park" positive imbalan nthly basis at .10/MCF per month. The park is by the Company. Parked volumes will be mer in the month following delivery to the	ing

ISSUED BY: William J. Senter

#### FOR ENTIRE SERVICE AREA P.S.C. NO. 20

Fifth Revised SHEET No. 42 Cancelling Fourth Revised SHEET No. 42

#### WESTERN KENTUCKY GAS COMPANY

#### Interruptible Carriage Service Rate T-3

#### 7. Curtailment

and the second

- a) The Company shall have the right at any time without liability to the customer to curtail or to discontinue the delivery of gas entirely to the customer for any period of time when such curtailment or discontinuance is necessary to protect the requirements of domestic and commercial customers; to avoid an increased maximum daily demand in the Company's gas purchases; to avoid excessive peak load and demands upon the gas transmission or distribution system; to relieve system capacity constraints; to comply with any restriction or curtailment of any governmental agency having jurisdiction over the Company or its supplier or to comply with any restriction or curtailment as may be imposed by the Company's supplier; to protect and insure the operation of the Company's underground storage system; for any causes due to force majeure (which includes acts of God; strikes, lockouts, civil commotion, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, etc.); and for any other necessary or expedient reason at the discretion of the Company.
- b) All curtailments or interruptions shall be in accordance with and subject to the Company's "Curtailment Order" as contained in Section 33 of its Rules and Regulations as filed with and approved by the Public Service Commission.

#### 8. Special Provisions

It will be the responsibility of the customer to pay all costs for additional facilities and/or equipment which will be required as a result of receiving service under this Interruptible Carriage Service Rate T-3. Electronic flow measurement ("EFM") equipment is required to be installed, maintained, and operated by the Company to obtain transportation service. The customer is responsible for providing the electric and communications support services related to the EFM equipment. Customers required to install EFM may elect the optional monthly EFM facilities charge (Sheet No. 51). EFM equipment is not required for customers whose contractual requirements with the Company are less than 100 Mcf/day; however, such customers may, at their option, elect to install EFM equipment under the same provisions set forth above.

(D)

(T)

No gas delivered under this rate schedule and applicable contract shall be available for resale to anyone other than an end-user for use as a motor vehicle fuel.



**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Third Revised SHEET No. 43 Cancelling Second Revised SHEET No. 43

#### WESTERN KENTUCKY GAS COMPANY

 	Interruptible Carriage Service
 	Rate T-3
Te	rms and Conditions
a)	Specific details relating to volume, delivery point and similar matters shall be covered by a separate written contract or amendment with the customer.
b)	The Company will not be obligated to deliver a total supply of gas to the customer in excess of the customer's maximum daily carriage volumes. The Company has no obligation under this tariff to provide any sales gas to the customer.
c)	It shall be the customer's responsibility to make all necessary arrangements, including obtaining any regulatory approval required, to deliver gas under this Interruptible Carriage Service Rate to the facilities of the Company.
d)	The Company reserves the right to refuse to accept gas that does not meet the Company's quality specifications.
e)	The Rules and Regulations and Orders of the Kentucky Public Service Commission and of the Company and the Company's General Terms and Conditions applicable to the Company's Sales Tariff Rates shall likewise apply to these Carriage Service Rates and all contracts and amendments thereunder.
f)	In the event the customer loses its gas supply, it may be allowed a reasonable time in which to secure replacement volumes (up to the contract daily carriage quantity), subject to provisions of Section 5 of this tariff.
	A "reasonable time" will be, except when precluded by operational constraints, matched to the make-up grace period by the respective interstate pipeline transporter.
:	

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999



ISSUED BY: William J. Senter

#### FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SHEET No. 44 Cancelling First Revised SHEET No. 44

#### WESTERN KENTUCKY GAS COMPANY

Interruptible Carriage Service	(T)
Rate T-3	

g) The customer will be solely responsible to correct, any imbalances it has caused on the applicable pipeline's system.

#### 10. Late Payment Charge

A penalty may be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The penalty may be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.

#### **ISSUED:** May 28, 1999

#### EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

#### WESTERN KENTUCKY GAS COMPANY

# Interruptible Carriage Service (T) Rate T-3

#### 11. Alternative Fuel Responsive Flex Provisions

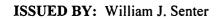
Notwithstanding any other provision of this tariff, the Company may, periodically, flex the applicable (T) Distribution Charge on a customer specific basis if, a customer presents sufficient reliable and persuasive information to satisfactorily prove to the Company that alternative fuel, usable by the customer's facility, is readily available, in both advantageous price and adequate quantity, to completely or materially displace the gas service that would otherwise be facilitated by this tariff. The customer shall submit the appropriate information by affidavit on a form on file with the Commission and provided by the Company. The Company may require additional information to evaluate the merit of the flex request.

Pursuant to this Section, the Company may flex the otherwise applicable transportation rate to allow the delivered cost of gas to approximate the customer's total cost, including handling and storage charges, of available alternative fuel. The minimum flexed rate shall be the non-commodity component of the customer's otherwise applicable rate.

The Company will not flex for volumes which, if delivered, would exceed either (1) the current operable alternative fuel fired capability of the customer's facilities, or (2) the energy equivalent of the quantity of alternative fuel available to the customer, whichever is less. The Company reserves the right to confirm, to its satisfaction, the customer's alternative fuel capability and the reasonableness of the represented price and quantity of available alternative fuel.

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999



FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 46 Cancelling Original SHEET No. 46

#### WESTERN KENTUCKY GAS COMPANY

	Storage Transportation Service Rate T-4
	······································
1.	Applicable
	Entire Service Area of the Company to any customer for that portion of the customer's firm requirements not included under one of the Company's sales tariffs.
2.	Availability of Service
	a) Available to any customer with an expected demand of at least 9,000 Mcf per year, on an individual service at the same premise, who has purchased its own supply of natural gas and require firm carriage service by the Company to customer's facilities subject to suitable service being available from existing facilities.
	b) The Company may decline to initiate service to a customer under this tariff or to allow a customer receiving service under this tariff to elect any other service provided by the Company, if in the Company's sole judgment, the performance of such service would be contrary to good operating practice or would have a detrimental impact on other customers serviced by the Company.
3.	Net Monthly Rate
	In addition to any and all charges assessed by other parties, there will be applied:
	<ul> <li>a) Base Charge</li> <li>b) Transportation Administration Fee</li> <li>c) \$150.00 per delivery point</li> <li>c) 45.00 per customer per month</li> </ul>
	c) Simple Margin for Firm Service
	First 300 Mcf @ \$1.0615 per Mcf
	Next 14,700 Mcf @ 0.5585 per Mcf
	Over         15,000         Mcf         @         0.4085         per Mcf
	c) Applicable Non-Commodity Components (Sheet No. 6) as calculated in the Company's Gas Cost Adjustment (GCA) filing.
	d) Electronic Flow Measurement ("EFM") facilities charges, if applicable (Sheet No. 51).
	All gas consumed by the customer (Sales, transportation, and carriage; firm, high load factor, interruptible) will be considered for the purpose of determining whether the volume requirement of 15,000 Mcf has been achieved.
SSU	ED: October 2, 1995 EFFECTIVE: March 1, 1996
ssue	d by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20, 1995.)

#### WESTERN KENTUCKY GAS COMPANY

Firm Carriage Service	<b>(</b> T)
Rate T-4	

#### 4. Net Monthly Bill

The Net Monthly Bill shall be equal to the sum of the Base Charge, the Transportation Administration Fee, and applicable Distribution Charge and Non-Commodity Component, and any applicable (T) Electronic Flow Measurement ("EFM") facilities charges (see subsection 8 "Special Provisions" of this tariff.)

#### 5.

#### **Nominated Volume**

Definition: "Nominated Volume" or "Nomination" – The level of daily volume in Mcf as requested by the customer to be transported and delivered by the Company. Such volume nominated by the Customer shall include an allowance for the Company's system Lost and Unaccounted gas percentage as stated in the Company's current Transportation and Carriage tariff Sheet No. 6. The volumes delivered by the Customer to the Company for redelivery to the Customer's facilities will be reduced to cover the related system Lost and Unaccounted gas quantities.

Such nomination request shall be made by the customer to the Company on a periodic basis prior to the nomination deadline of the respective interstate transporter. Such nomination may be adjusted prospectively from time to time during the billing period as may become necessary. However, the Company retains the right to limit the number of nomination adjustments during the billing period.

**ISSUED:** May 28, 1999

**EFFECTIVE:** July 1, 1999

**ISSUED BY:** William J. Senter

#### WESTERN KENTUCKY GAS COMPANY

Firm Carriage Service					
		Rate T-4			
•	Imbalances				
	differences that occu facilities and the volu	alculate, on a monthly basis, the customer's Imbalance resulting from the between the volume that the customer had delivered into the Company's me the Company delivered to the customer's facilities plus an allowance for counted gas quantities.			
	Imbalance = [ M	cf Customer X (1-L&U%) ] - Mcf Company			
	Where: 1. "Mcf Customer"	are the total volumes that the customer had delivered to the Company's facilities.			
	2. "Mcf Company"	are the volumes the Company delivered into customer's facilities, however, the Company will adjust the Imbalance, if at the Company's request, the customer did not take deliveries of the volumes the customer had delivered to the Company's facilities.			
	3. "L&U%"	is the system Lost and Unaccounted gas percentage as stated in the Company's current Transportation and Carriage tariff Sheet No. 6.			
	The Imbalance volumes will be resolved by use of the following procedure:				
	a) If the Imbalance is negative and Imbalance volumes were approved by the Company, then the customer will be billed for the Imbalance volumes at a rate equal to 110% of the Company's sales rate (G-1). However, if the Imbalance volumes were not approved by the Company, then the Imbalance volumes shall be deemed as an overrun and may be billed at \$15.00 per Mcf. The Company has no obligation to provide gas supply to a customer electing service under this tariff.				
		s positive, then the Company will purchase the Imbalance volumes in excess of from the customer at the rates described in the following "Cash out" method in			
	-				

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 47B Cancelling Original SHEET No. 47B

#### WESTERN KENTUCKY GAS COMPANY

		Firm Carria			
		Rate 7	-4		
b)	"Cash out" Method				
	Imbalance volumes		Cash-out Price		
	First 5% of Mcf Customer	@	100% of Index Price		
	Next 5% of Mcf Customer	@	90% of Index Price		
	Over 10% of Mcf Customer	@	80% of Index Price		
	Not to exceed the Imbalance volu	umes			
	<sup>2</sup> The index price will equal the efficiency pipeline or as filed with the Com		out" index price in effect for the trans e Company.	porting	
c)	c) Customer will be reimbursed for all pipeline transportation commodity charges applying to cash out volumes. However, the reimbursement will not exceed pipeline transportation commodity charges the Company would have incurred to transport the "Cash Out" volumes.				
d)	assessed by the pipeline (s) result	ing from the	e customer shall be responsible for an customer's failure to match volumes the ities with volumes the Company deliv	hat the	
e)	volumes, up to 10% of "MCF com service will be provided on a "be	pany", on a mo st efforts" bas d to the Cust	Company, arrange to "park" positive i onthly basis at .10/MCF per month. This by the Company. Parked volumes womer in the month following delivery to	he parking will be deemed	



**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 47C Cancelling Original SHEET No. 47C

#### WESTERN KENTUCKY GAS COMPANY

Firm Carriage Service	(T)
Rate T-4	

#### 7. Curtailment

All curtailments or interruptions shall be in accordance with and subject to the Company's "Curtailment Order" as contained in Section 33 of its Rules and Regulations as filed with and approved by the Public Service Commission and for any causes due to force majeure (which includes acts of God; strikes, lockouts, civil commotion, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, etc.); and for any other necessary or expedient reason at the discretion of the Company.

#### 8. Special Provisions

It will be the responsibility of the customer to pay all costs for additional facilities and/or equipment which will be required as a result of receiving service under this Firm Carriage Service Rate T-4. Electronic flow measurement ("EFM") equipment is required to be installed, maintained, and operated by the Company to obtain transportation service. The customer is responsible for providing the electric and communications support services related to the EFM equipment. Customers required to install EFM may elect the optional monthly EFM facilities charges (Sheet No. 51). EFM equipment is not required for customers whose contractual requirements with the Company are less than 100 Mcf/day; however, such customers may, at their option, elect to install EFM equipment under the same provisions set forth above.

No gas delivered under this rate schedule and applicable contract shall be available for resale to anyone other than an end-user for use as a motor vehicle fuel.



**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

Vice President – Rates & Regulatory Affairs

(T)

(D)

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 47D Cancelling Original SHEET No. 47D

# WESTERN KENTUCKY GAS COMPANY

	Rate T-4 rms and Conditions Specific details relating to volume, delivery point and similar matters shall be covered by a separate	-
a)	Specific details relating to volume, delivery point and similar matters shall be covered by a separate	1
	written contract or amendment with the customer.	
b)		
c)		C
d)	The Company reserves the right to refuse to accept gas that does not meet the Company's quality specifications.	
e) _	Company and the Company's General Terms and Conditions applicable to the Company's Sales	
f)		
	A "reasonable time" will be, except when precluded by operational constraints, matched to the make-up grace period by the respective interstate pipeline transporter.	
g)	The customer will be solely responsible to correct, or cause to be corrected, any imbalances it has caused on the applicable pipeline's system.	
	c) d) e)	<ul> <li>c) It shall be the customer's responsibility to make all necessary arrangements, including obtaining any regulatory approval required, to deliver gas under this Firm Carriage Service Rate to the facilities of the Company.</li> <li>d) The Company reserves the right to refuse to accept gas that does not meet the Company's quality specifications.</li> <li>e) The Rules and Regulations and Orders of the Kentucky Public Service Commission and of the Company and the Company's General Terms and Conditions applicable to the Company's Sales Tariff Rates shall likewise apply to these Carriage Service Rates and all contracts and amendments thereunder.</li> <li>f) In the event the customer loses its gas supply, it may be allowed a reasonable time in which to secure replacement volumes (up to the contract daily carriage quantity), subject to provisions of Section 5 of this tariff.</li> <li>A "reasonable time" will be, except when precluded by operational constraints, matched to the make-up grace period by the respective interstate pipeline transporter.</li> <li>g) The customer will be solely responsible to correct, or cause to be corrected, any imbalances it has</li> </ul>

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

### WESTERN KENTUCKY GAS COMPANY

Firm Carriage Service	(T)
Rate T-4	

### 10. Late Payment Charge

A penalty may be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The penalty may be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.

### 11. Alternative Fuel Responsive Flex Provision

Notwithstanding any other provision of this tariff, the Company may, periodically, flex the applicable Distribution Charge on a customer specific basis if, a customer presents sufficient reliable and persuasive information to satisfactorily prove to the Company that alternative fuel, usable by the customer's facility, is readily available, in both advantageous price and adequate quantity, to completely or materially displace the gas service that would otherwise be facilitated by this tariff. The customer shall submit the appropriate information by affidavit on a form on file with the Commission and provided by the Company. The Company may require additional information to evaluate the merit of the flex request.

Pursuant to this Section, the Company may flex the otherwise applicable transportation rate to allow the delivered cost of gas to approximate the customer's total cost, including handling and storage charges, of available alternative fuel. The minimum flexed rate shall be the non-commodity component of the customer's otherwise applicable rate.

The Company will not flex for volumes which, if delivered, would exceed either (1) the current operable alternative fuel fired capability of the customer's facilities, or (2) the energy equivalent of the quantity of alternative fuel available to the customer, whichever is less. The Company reserves the right to confirm, to its satisfaction, the customer's alternative fuel capability and the reasonableness of the represented price and quantity of available alternative fuel.



**ISSUED:** May 28, 1999

**EFFECTIVE:** July 1, 1999

**ISSUED BY:** William J. Senter

Vice President – Rates & Regulatory Affairs

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised Sheet No. 49 Cancelling Orginal Sheet No. 49

### WESTERN KENTUCKY GAS COMPANY

### Alternate Receipt Point Service Rate T-5

### 1. Applicable

Entire service area of the Company to any customer, subject to limitations noted below, for that portion of the customer's transportation (Rate T-2) or carriage service (Rate T-3 or Rate T-4) requirements.

### 2. Availability of Service

- a) Available, subject to restrictions noted below, to any customer utilizing transportation or carriage services, on an individual service at the same premise, who has purchased its own supply of natural gas and requests delivery to the Company at a receipt point other than the Company's interconnection with the pipeline, or supplier immediately upstream of customer's premises.
- b) The alternate receipt point through which service is requested must be physically accessible via the Company's existing pipeline system upstream of the delivery point to the customer's facilities.
- c) The Company, in its sole judgment, shall determine the portions of its system to which access may be granted to a specific Alternate Receipt Point.
- d) Access to certain alternate receipt points may be limited or restricted altogether by the Company, in its sole judgment.
- e) Availability of service is contingent upon the Company's sole determination that such service is available through existing facilities.
- f) The Company may decline to initiate service to a customer under this tariff, if in the Company's sole judgment, the performance of such service would be contrary to good operating practice or would have a detrimental impact on other customers serviced by the Company.
- 3. Net Monthly Rate

In addition to any and all charges assessed by other parties, and in addition to the charges applicable to Customer associated with their transportation (Rate T-2) or carriage service (Rate T-3 or Rate T-4) requirements, the following supplemental distribution charge will be applied to all volumes received and transported from the Alternate Receipt Point:

a) Distribution Charge

@ \$0.10 per Mcf

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

Vice President – Rates & Regulatory Affairs

(N)

### FÓR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SHEET No. 51 Cancelling First Revised SHEET No. 51

### WESTERN KENTUCKY GAS COMPANY

Service	After Hours	Regular
Meter Set*	\$35.00	\$28.00
Turn-on*	25.00	20.00
Read	14.00	12.00
Reconnect Delinquent Service	40.00	34.00
Seasonal Charge	73.00	65.00
Special Meter Reading Charge	N/A	No Charge
Meter Test Charge	N/A	20.00
Returned Check Charge	N/A	23.00
Late Payment Charge (Rate G-1 only)		5%
Premises Charge for new residential servi - Requiring main extension - Not requiring main extension	ce connections**	13.09 per mo. 11.28 per mo.
Optional Facilities Charge for Electronic I - Class 1 EFM equipment (less than \$7 - Class 2 EFM equipment (more than \$	,500, including installation	costs) 105.00 per mo.
<ul> <li>* Waived for qualified low income app</li> <li>** Waived for qualified low income app low income new housing</li> </ul>		

**ISSUED BY:** William J. Senter

Vice President - Rates & Regulatory Affairs

### FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 62 Cancelling Original SHEET No. 62

### WESTERN KENTUCKY GAS COMPANY

<ul> <li>Billings <ul> <li>a) The following is an example of the monthly bills sent to the Company's residential customers:</li> </ul> </li> <li> <b>VESTERN</b> <ul> <li>MAKE CHECK PAYABLE TO WESTERN KENTUCKY GAS <ul> <li>MAKE CHECK PAYABLE TO WESTERN KENTUCKY GAS</li> &lt;</ul></li></ul></li></ul>	<ul> <li>a) The following is an example of the monthly bills set customers:</li> <li>A) The following is an example of the monthly bills set customers:</li> <li>A) The following is an example of the monthly bills set customers:</li> <li>A) The following is an example of the monthly bills set customers:</li> <li>A) The following is an example of the monthly bills set customers:</li> <li>A) The following is an example of the monthly bills set customers:</li> <li>A) The following is an example of the monthly bills set customers:</li> <li>A) The following is an example of the monthly bills set customers:</li> <li>A) The following is an example of the monthly bills set customers:</li> <li>A) The following is an example of the monthly bills set customers:</li> <li>A) The following is an example of the monthly bills set customers:</li> <li>A) The following is an example of the monthly bills set customers:</li> <li>A) The following is an example of the monthly bills set customers:</li> <li>A) The following is an example of the monthly bills set customers:</li> <li>A) The following is an example of the monthly bills set customers:</li> <li>A) The following is an example of the monthly bills set customers:</li> <li>A) The following is an example of the monthly bills set customers:</li> <li>A) The following is an example of the monthly bills set customers:</li> <li>A) The following is an example of the monthly bill set customers:</li> <li>A) The following is an example of the monthly bill set of the mont</li></ul>	VESTERN KY GAS         CUSTOMER COPY           IAME:         JOHN Q CUSTOMER           DDR:         1234 MA ICI ST           ICCT NO. 521 006 95833         RATE CODE           METER NO.         009976         040215           IAS CHARGE PER C.C.F.         0.00000           IEAD         4137 TO         4200           SITIMATED CCF         63           IASS CHARGE         0.00           INSTRIBUTION CHARGE         0.00           DJUSTMENTS         0.00           CHOOL FEE         0.00
<ul> <li>customers:</li> <li>WESTERN KY GAS CUSTOMERCOPY NAME: JOIN 9 CUSTOMER 000000000000000000000000000000000000</li></ul>	customers:         WESTERN KENTUCKY GAS         MAKE CHECK PAYABLE TO WESTERN KENTUCKY GAS         NAKE CHECK PAYABLE TO WESTERN KENTUCKY GAS         NAKE CHECK PAYABLE TO WESTERN KENTUCKY GAS         Image: Colspan="2">Image: Colspan="2">Image: Colspan="2">Image: Colspan="2" Colspa="2" Colspa="2" Colspa="2" Colspan="2" Colspan="2" Colspa="2" Cols	VESTERN KY GAS         CUSTOMER COPY           IAME:         JOHN Q CUSTOMER           DDR:         1234 MA ICI ST           ICCT NO. 521 006 95833         RATE CODE           METER NO.         009976         040215           IAS CHARGE PER C.C.F.         0.00000           IEAD         4137 TO         4200           SITIMATED CCF         63           ISTRIBUTION CHARGE         0.00           ISTRIBUTION CHARGE         0.00           DJUSTMENTS         0.00           CHOOL FEE         0.00
WARE CHECK PAYABLE TO WESTERN KENTUCKY GAS       NAME: JOHN Q CUSTOMER         PO BOX 11335 OWNEMBORD KY sections       John Q CUSTOMER 1137 to 100 to 50:09 sci 2000 to 50:000 to 50:00 to	WESTERN (GAS)       MAKE CHECK PAYABLE TO WESTERN KENTUCKY GAS       NAC         P 0 80X 11825 OWENSBORD KY 42202 0825       MAKE CHECK PAYABLE TO WESTERN KENTUCKY GAS       1         MAKE CHECK PAYABLE TO WESTERN KENTUCKY GAS       1       AC         MAKE CHECK PAYABLE TO WESTERN KENTUCKY GAS       1       AC         P 0 80X 11825 OWENSBORD KY 42202 0825       1       1       AC         Image: CURRENT AMOUNT PAST DUE       TOTAL AMOUNT OUE       0       0       0       0         Image: Sold Amount PAST DUE       TOTAL AMOUNT OUE       0 <td< th=""><th>IAME:         JOHN Q CUSTOMER           JODR:         1234 MAIN ST           ICCT NO. 521 006 95833         RATE CODE           IETER NO.         009976         040215           IAS CHARGE PER C.C.F.         0.00000           IEAD         4137 TO         4200           ISTIMATED CCF         63           ISTRBUTION CHARGE         0.00           ISTRIBUTION CHARGE         0.00           DJUSTMENTS         0.00           CHOOL FEE         0.00</th></td<>	IAME:         JOHN Q CUSTOMER           JODR:         1234 MAIN ST           ICCT NO. 521 006 95833         RATE CODE           IETER NO.         009976         040215           IAS CHARGE PER C.C.F.         0.00000           IEAD         4137 TO         4200           ISTIMATED CCF         63           ISTRBUTION CHARGE         0.00           ISTRIBUTION CHARGE         0.00           DJUSTMENTS         0.00           CHOOL FEE         0.00
Image: State of Service (Please see Sheet 7).         Image: State o	KENTUCKY GAS       MAKE CHECK PAYABLE TO WESTERN KENTUCKY GAS       MAKE CHECK PAYABLE TO WESTERN KENTUCKY GAS         P 0 BOX 11825 OWENSBORD KY 42302 0625       1       MAKE CHECK PAYABLE TO WESTERN KENTUCKY GAS         Image: Complexity of the second	DDR:         1234         MAIRIEST           CCT NO.         521         006         95833         RATE CODE           METER NO.         009976         040215         040215           AS CHARGE PER C.C.F.         0.00000         63           MATE         04/10         05/09         CCF           AS CHARGE PER C.C.F.         0.0000         63           STIMATED CCF         63         63           ASS CHARGE         0.00         63           ISTRIBUTION CHARGE         0.00         0.00           AS CHARGE         0.00         7           CHOOL FEE         0.00         7
<ul> <li>P BROK 11425 OWENSBORD KY 42322 0015</li> <li>P DEGNAMECUNT PAST DUE AFTER DUIZATE PRIOR MACUNT PAST DUE AFTER DUIZATE PRIOR MACUNT TOTAL AMOUNT 0.00 00.00</li> <li>PRIOR MACUNT PAST DUE AFTER DUIZATE PRIOR MACUNT 0.00 00.00</li> <li>PRIOR MACUNT 0.00 00.00</li> <li>S21 005 95383 4</li> <li>JOEN Q CUSTOKER 1234 LLLAC ST SEEREE, NY 42455-0000</li> <li>Present and last preceding meter reading.</li> <li>Date of present reading.</li> <li>Meter constant if any – not applicable to Residential service.</li> <li>Net amount for service rendered.</li> <li>Any adjustments.</li> <li>Gross amount of bill – not applicable to Residential service.</li> <li>Date after which a penalty may apply.</li> <li>Indicates an estimated or calculated bill.</li> <li>NOTE: LARGE VOLUME COMMERCIAL AND INDUSTRIAL BILLING WILL</li> </ul>	PO BOX 111825 OWENSBORD KY 42302-0625       1       AC         Image: CURRENT AMOUNT PAST DUE AFTER 01/2393 PRIOR AMOUNT PAST DUE       PLEASE RETURN THIS PORTION ADDRESS ON REVERSE SIDE MUST SHOW THROUGH WINDOW ENVELOPE       ADDRESS ON REVERSE SIDE MUST SHOW THROUGH WINDOW ENVELOPE         Image: State of State	CCT NO.         521         005         95833         RATE CODE           IETER NO.         0.09976         0.40215         1           IAS CHARGE PER C.C.F.         0.00030         1         1           IATE         0.4/10         TO         05/09         CCF           IEAD         4137         TO         4200         63           ISTIMATED CCF         63         63         10           IASE CHARGE         0.00         63         10           ISTRIBUTION CHARGE         0.00         0         10           IASE CHARGE         0.00         0.00         10           IASE CHARGE         0.00         7         10           IASE CHARGE         0.00         7         10           IASE CHARGE         0.00         7         10
<ul> <li>POBENT INTES MONORASSEGNO KY 43320-0635</li> <li>CURRENT AMOUNT PAST DUE AFTER 01/2399 PEASE RETURN THIS PORTION MORESS ON REVERSE SIDE MUST STUDIE MOUNT (CHARGE 0.00 0.00 00.00)</li> <li>S21 005 95333 4 JOEN 0 CUSTOMER 1234 LILAC ST SEEREE, KY 42455-0000</li> <li>1. Class of Service (Please see Sheet 7).</li> <li>2. Present and last preceding meter reading.</li> <li>3. Date of present reading.</li> <li>4. Number of units consumed.</li> <li>5. Meter constant if any – not applicable to Residential service.</li> <li>6. Net amount for service rendered.</li> <li>7. Any adjustments.</li> <li>8. Gross amount of bill – not applicable to Residential service.</li> <li>9. Date after which a penalty may apply.</li> <li>10. Indicates an estimated or calculated bill.</li> <li>NOTE: LARGE VOLUME COMMERCIAL AND INDUSTRIAL BILLING WILL</li> </ul>	<ul> <li>P O BOX 11425 OWENSBORD KY 42202 0625</li> <li>CURRENT AMOUNT PAST DUE AFTER 01/2299 PRIOR AMOUNT PAST DUE 0.00</li> <li>S21 005 95383 4</li> <li>S21 005 95383 4</li> <li>JOHN Q CUSTOMER 1234 LILAC ST SEEREE, KY 42455-0000</li> <li>390000000000000152991051547039399020030004</li> <li>420</li> </ul> 1. Class of Service (Please see Sheet 7). 2. Present and last preceding meter reading. 3. Date of present reading. 4. Number of units consumed. 5. Meter constant if any – not applicable to Residential service. 6. Net amount for service rendered. 7. Any adjustments. 8. Gross amount of bill – not applicable to Residential service.	AS CHARGE PER C.C.F.         0.00000           MATE         04/10         TO         05/09         CCF           IEAD         4137         TO         4200         53           ISTIMATED CCF         63         63         10           ISST PAST DUE AMOUNT         6.000         0.00         10           INSTRIBUTION CHARGE         0.00         0.00         7           IASE CHARGE         0.00         7         10
<ul> <li>42020 0003</li> <li>42030 00030</li> <li>42030 0000300000000000000000000000000000</li></ul>	<ul> <li>42302-0625</li> <li>CURRENT AMOUNT PAST DUE AFTER 01/23/99</li> <li>PRIOR AMOUNT TOTAL AMOUNT DUE</li> <li>PRIOR AMOUNT TOTAL AMOUNT DUE</li> <li>PLEASE RETURN THIS PORTION</li> <li>ADDRESS ON REVERSE SIDE MUST SHOW THROUGH WINDOW ENVELOPE.</li> <li>S21 005 95383 4</li> <li>JOHN Q CUSTOMER</li> <li>1234 LILAC ST SEEREE, KY 42455-0000</li> <li>35000000000000015299105154703939902000004</li> <li>424</li> </ul> 1. Class of Service (Please see Sheet 7). 2. Present and last preceding meter reading. 3. Date of present reading. 4. Number of units consumed. 5. Meter constant if any – not applicable to Residential service. 6. Net amount for service rendered. 7. Any adjustments. 8. Gross amount of bill – not applicable to Residential service	IEAD         4137         TO         4200         53         4           ISTIMATED CCF         63         63         10           IAS PAST DUE AMOUNT         0.00         0.00         10           IAS CHARGE         0.00         0.00         10           ISTRIBUTION CHARGE         0.00         0.00         7           CHOOL FEE         0.00         7         7
CURRENT AMOUNT PAST DUE AFTER 01/2399       PLEASE RETURN THIS PORTION MODRESS ON REVERSE SIDE MUST STRUCTOR CARAGE       0.00 0.00 0.00 0.00       0.00 0.00       0.00	CURRENT AMOUNT PAST DUE AFTER 01/23/99       PLEASE RETURN THIS PORTION ADDRESS ON REVERSE SIDE MUST OUE       ADDRESS ON REVERSE SIDE MUST SHOW THROUGH WINDOW ENVELOPE. 0.00       ADDRESS ON REVERSE SIDE MUST SHOW THROUGH WINDOW ENVELOPE. DOEN Q CUSTOMER         1234 LILAC ST SEBREE, KY 42455-0000       FR 390000000000000000152991051547039399020000004       Address 424         1       Class of Service (Please see Sheet 7). 2. Present and last preceding meter reading. 3. Date of present reading. 4. Number of units consumed. 5. Meter constant if any – not applicable to Residential serv 6. Net amount for service rendered. 7. Any adjustments. 8. Gross amount of bill – not applicable to Residential service	iAS PAST DUE AMOUNT         0.00           iASE CHARGE         0.00           iSTRIBUTION CHARGE         0.00           iASE CHARGE         0.00           DJUSTMENTS         0.00           CHOOL FEE         0.00           RANCHISE FEE         0.00
PRIOR AMOUNT PAST DUE       1010 0.00       ADDRESS ON REVERSE SIDE MUST SHOW THROUGH WINDOW ENVELOPE WW THROUGH WINDOW ENVELOPE       0.00 0.00       0.0	<ul> <li>PRIOR AMOUNT TOTAL AMOUNT OUE ADDRESS ON REVERSE SIDE MUST SHOW THROUGH WINDOW ENVELOPE.</li> <li>0.00 00.00</li> <li>521 005 95383 4</li> <li>JOEN Q CUSTOMER</li> <li>1234 LILAC ST SEEREE, KY 42455-0000</li> <li>3900000000000000015299105154703939902000004</li> <li>424</li> </ul> 1. Class of Service (Please see Sheet 7). 2. Present and last preceding meter reading. 3. Date of present reading. 4. Number of units consumed. 5. Meter constant if any – not applicable to Residential serv 6. Net amount for service rendered. 7. Any adjustments. 8. Gross amount of bill – not applicable to Residential service	IISTRIBUTION CHARGE 0.00 IAS CHARGE 0.00 DJUSTMENTS 0.00 CHOOL FEE 0.00 RANCHISE FEE 0.00
ADJUSTMENTS     ADJUSTMENTS     ADJUSTMENTS     ADJUSTMENTS     ADJUSTMENTS     SCHOOL FEE     ADJUSTMENTS     SCHOOL FEE	0.00       00.00	DJUSTMENTS 0.00 -7 CHOOL FEE 0.00 RANCHISE FEE 0.00
<ul> <li>521 005 95383 4</li> <li>JOEN Q CUSTOMER</li> <li>1234 LILAC ST</li> <li>SEEREE, KY 42455-0000</li> <li>39000000000000015299105154703939902000004</li> <li>CURRENT AMOUNT PAST DUE AFTER 01/2399</li> <li>PRICE AMOUNT TOTAL AMOUNT PAST DUE AFTER 01/2399</li> <li>QURRENT AMOUNT TOTAL AMOUNT PAST DUE AFTER 01/2399</li> <li>990000000000000015299105154703939902000004</li> <li>42485 1-0001000-0001000-WKG GAS4</li> </ul> 1. Class of Service (Please see Sheet 7). 2. Present and last preceding meter reading. 3. Date of present reading. 4. Number of units consumed. 5. Meter constant if any – not applicable to Residential service. 6. Net amount for service rendered. 7. Any adjustments. 8. Gross amount of bill – not applicable to Residential service. 9. Date after which a penalty may apply. 10. Indicates an estimated or calculated bill. NOTE: LARGE VOLUME COMMERCIAL AND INDUSTRIAL BILLING WILL	<ol> <li>S21 005 95383 4</li> <li>JOEN Q CUSTOMER 1234 LILAC ST SEPREE, KY 42455-0000</li> <li>39000000000000000000000000000000000000</li></ol>	RANCHISE FEE 0.00
<ul> <li>JOHN Q CUSTOMER 1234 LILAC ST SEEREE, KY 42455-0000 3900000000000000000000000000000000</li></ul>	<ul> <li>JORN Q CUSTOMER</li> <li>1234 LILAC ST</li> <li>SEBREE, KY 42455-0000</li> <li>390000000000000015299105154703939902000004</li> <li>424</li> </ul> 1. Class of Service (Please see Sheet 7). 2. Present and last preceding meter reading. 3. Date of present reading. 4. Number of units consumed. 5. Meter constant if any – not applicable to Residential service. 6. Net amount for service rendered. 7. Any adjustments. 8. Gross amount of bill – not applicable to Residential service.	
SEEREE, NY 42455-0000         39000000000000000000000000000000000000	<ol> <li>SEBREE, KY 42455-0000</li> <li>3900000000000000152991051547039399020000004</li> <li>1. Class of Service (Please see Sheet 7).</li> <li>2. Present and last preceding meter reading.</li> <li>3. Date of present reading.</li> <li>4. Number of units consumed.</li> <li>5. Meter constant if any – not applicable to Residential serv</li> <li>6. Net amount for service rendered.</li> <li>7. Any adjustments.</li> <li>8. Gross amount of bill – not applicable to Residential service</li> </ol>	
<ol> <li>Class of Service (Please see Sheet 7).</li> <li>Present and last preceding meter reading.</li> <li>Date of present reading.</li> <li>Number of units consumed.</li> <li>Meter constant if any – not applicable to Residential service.</li> <li>Net amount for service rendered.</li> <li>Any adjustments.</li> <li>Gross amount of bill – not applicable to Residential service.</li> <li>Date after which a penalty may apply.</li> <li>Indicates an estimated or calculated bill.</li> <li>NOTE: LARGE VOLUME COMMERCIAL AND INDUSTRIAL BILLING WILL</li> </ol>	<ol> <li>Class of Service (Please see Sheet 7).</li> <li>Present and last preceding meter reading.</li> <li>Date of present reading.</li> <li>Number of units consumed.</li> <li>Meter constant if any – not applicable to Residential serv</li> <li>Net amount for service rendered.</li> <li>Any adjustments.</li> <li>Gross amount of bill – not applicable to Residential service</li> </ol>	
<ol> <li>Class of Service (Please see Sheet 7).</li> <li>Present and last preceding meter reading.</li> <li>Date of present reading.</li> <li>Number of units consumed.</li> <li>Meter constant if any – not applicable to Residential service.</li> <li>Net amount for service rendered.</li> <li>Any adjustments.</li> <li>Gross amount of bill – not applicable to Residential service.</li> <li>Date after which a penalty may apply.</li> <li>Indicates an estimated or calculated bill.</li> <li>NOTE: LARGE VOLUME COMMERCIAL AND INDUSTRIAL BILLING WILL</li> </ol>	<ol> <li>Class of Service (Please see Sheet 7).</li> <li>Present and last preceding meter reading.</li> <li>Date of present reading.</li> <li>Number of units consumed.</li> <li>Meter constant if any – not applicable to Residential serv</li> <li>Net amount for service rendered.</li> <li>Any adjustments.</li> <li>Gross amount of bill – not applicable to Residential service</li> </ol>	PAST DUE DUE
<ol> <li>Class of Service (Please see Sheet 7).</li> <li>Present and last preceding meter reading.</li> <li>Date of present reading.</li> <li>Number of units consumed.</li> <li>Meter constant if any – not applicable to Residential service.</li> <li>Net amount for service rendered.</li> <li>Any adjustments.</li> <li>Gross amount of bill – not applicable to Residential service.</li> <li>Date after which a penalty may apply.</li> <li>Indicates an estimated or calculated bill.</li> <li>NOTE: LARGE VOLUME COMMERCIAL AND INDUSTRIAL BILLING WILL</li> </ol>	<ol> <li>Class of Service (Please see Sheet 7).</li> <li>Present and last preceding meter reading.</li> <li>Date of present reading.</li> <li>Number of units consumed.</li> <li>Meter constant if any – not applicable to Residential serv</li> <li>Net amount for service rendered.</li> <li>Any adjustments.</li> <li>Gross amount of bill – not applicable to Residential service</li> </ol>	0.00 00.00
	<ol> <li>Indicates an estimated or calculated bill.</li> <li>NOTE: LARGE VOLUME COMMERCIAL AND IN</li> </ol>	ice. NDUSTRIAL BILLING WILL

**ISSUED BY:** William J. Senter

Vice President - Rates & Regulatory Affairs

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 **First Revised SHEET No. 65** Cancelling **Original Sheet No. 65** 

### WESTERN KENTUCKY GAS COMPANY

### **Rules and Regulations**

- The Company will issue to every customer from whom a deposit is collected a receipt of e) deposit. The receipt will show the name of the customer, location of the service or customer, account number, date, and amount of deposit. If the deposit amount changes, the Company will issue a new receipt of deposit to the customer.
- f) Except for Winter Hardship Reconnections (as provided by Section 12 of these Rules and Regulations) customer service may be refused or discontinued if payment of requested deposit is not made.
- Interest will accrue on all deposits at a rate prescribed by law, beginning on the date of g) deposit. Interest accrued will be refunded to the customer or credited to the customer's bill on an annual basis, except that the Company will not be required to refund or credit interest on deposits if the customer's bill is delinquent on the anniversary of the deposit date. If interest is paid or credited to the customer's bill prior to twelve (12) months from the date of deposits, the payment or credit shall be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill with any remainder refunded to the customer.

When a deposit is required from a customer it will be held for twelve (12) months, or until service is discontinued, unless one of the following has occurred: (a) service has been terminated for non-payment of services or (b) the customer has been late on two (2) or more payments in the last twelve (12) months.

### 6. **Special Charges**

The Company may make special nonrecurring charges, approved by the Commission, to recover customer-specific costs incurred to benefit specific customers. Listed below are the special charges included in the Company's tariff and a short description of the related service performed or action taken by the Company. See the Special Charges, Sheet No. 51 for the amount of the charge.

- a) Meter Set. A meter set charge may be assessed for a new service or re-set, or temporary (N) service.
- Turn On. A turn on charge may be assessed for connecting service which has been b) terminated or idle at a given premises for reasons other than nonpayment of bills or violation of the Company or Commission regulations.

**ISSUED:** May 28, 1999

**EFFECTIVE:** July 1, 1999

**ISSUED BY:** William J. Senter

Vice President - Rates & Regulatory Affairs

(T)

### FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 66 Cancelling Original SHEET No. 66

### WESTERN KENTUCKY GAS COMPANY

	Rules and Regulations			
c)	Read. A read charge may be assessed for the establishment of new service where only a meter read is required.			
d)	Reconnect Delinquent Service. A reconnect delinquent service charge may be assessed to reconnect a service which has been terminated for nonpayment of bills or violation of the Company or Commission regulations. Customers qualifying for service reconnection under Section 12 of these Rules and Regulations shall be exempt from reconnect charges.			
e)	Seasonal Charge. A seasonal charge may be assessed when the customer's service has been disconnected at his request and at any time subsequently within (12) months is reconnected at the same or any other premises.			
f)	After Hours Charge. An additional charge shall be applied to any special service activity, including reconnects for delinquent service, initiated at the customer's request outside normal business hours such as at night, on weekends or holidays. The Company shall advise the customer of the applicable after hours charge upon initiation of the service request and offer the customer the alternative to perform the requested activity during normal business hours, including reconnects for delinquent service, as a means to avoid the after hours charge.			
g)	Special Meter Reading Charge. This charge may be assessed when a customer requests that a meter be reread and the second reading shows that the original reading was correct. No charge shall be assessed if the original reading was incorrect. This charge may also be assessed when a customer who reads his own meter fails to read the meter for three (3) consecutive months, and it is necessary for a Company representative to make a trip to read the meter.			
	(No such charge may be assessed until the amount of the charge is approved or otherwise accepted by the Commission).			
h)	Meter Resetting Charge. A charge may be assessed for resetting a meter if the meter has been removed at the customer's request.			
i)	Meter Test Charge. This charge may be assessed if a customer requests the meter be tested pursuant to Section 13 and 807 KAR 5:006, section 18, and the tests show the meter is not more than two (2) percent fast. No charge shall be made if the test shows the meter is more than two (2) percent fast.			

**ISSUED BY:** William J. Senter

Vice President – Rates & Regulatory Affairs

### FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Original SHEET No. 67a

### WESTERN KENTUCKY GAS COMPANY

### **Rules and Regulations**

### 7. Customer Complaints to the Company

Upon complaint to the Company by a customer at the Company's office, by telephone, or in writing, the Company will make a prompt and complete investigation and advise the complainant of its findings. If a written complaint or a complaint made in person at the Company's office is not resolved, the Company will provide written notice to the complainant of his right to file a complaint with the Commission, and will provide him with the address and telephone number of the Commission. If a telephone complaint is not resolved, the Company will provide at least oral notice to the complainant of his right to file a complaint with the Commission and the address and telephone number of the Commission.

### 8. Bill Adjustments

a) If upon periodic test, request test, or complaint test, a meter in service is found to be more than two (2) percent fast, additional tests shall be made to determine the average error of the meter. The test will be made in accordance with Commission regulations applicable to the type of meter involved.

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

Vice President – Rates & Regulatory Affairs

(C,T)

### WESTERN KENTUCKY GAS COMPANY

### **Rules and Regulations**

### 33. Curtailment Order

In cases of impairment of gas supply or distribution system capacity, or partial or total interruptions and when it appears that the Company is, or will be, unable to supply the (T) requirements of all of its customers in any system or segment thereof, the Company shall curtail gas service to its customers in the manner set forth below.

### a) Definitions:

Residential – Service to customers for residential purposes including housing complexes and apartments.

Commercial – Service to customers engaged primarily in the sale of goods or services including institutions and local and federal agencies for uses other than those involving manufacturing.

Industrial – Service to customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product, including the generation of electric power for sale.

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

Vice President – Rates & Regulatory Affairs

### FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 78 Cancelling Original SHEET No. 78

### WESTERN KENTUCKY GAS COMPANY **Rules and Regulations** e) The customer's piping extending from the outlet of the meter shall be installed and maintained by the customer at his expense. **f**) The customer shall notify the Company promptly of any leaks in the transmission line or equipment, also, of any hazards or damages to same. Customers may be required to send in monthly meter readings to the Company on suitable **g**) forms provided by the Company. 19. Owners Consent In case the customer is not the owner of the premises where service is to be provided, it will be the customer's responsibility to obtain from the property owner or owners the necessary consent to install and maintain in or on said premises all such piping and other equipment as are required or necessary for supplying gas service to the customer whether the piping and equipment be the property of the customer or the Company. The Company will not require a prospective customer to obtain easements or rights-of-way on property not owned by the prospective customer as a condition for providing service. The cost of obtaining easements or rights-of-way will be included in the total per foot cost of an extension, and will be apportioned according to Section 28 in these Rules and Regulations. 20. Customer's Equipment and Installation a) The customer shall furnish, install and maintain at his expense the necessary customer's service line extending from the Company's service connection at the curb or property line to the building or place of utilization of the gas. The installation of the customer's service line shall be made in accordance with the b) requirement of the constituted authorities and the Company's specifications covering locations, installation, kind and size of pipe, type of pipe coating or wrapping, and method of connecting the joints of pipe. The location shall be the point of easiest access to the Company from its facilities and the Company shall be consulted and its approval obtained before the installation is made.

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

Vice President – Rates & Regulatory Affairs

(C,T)

### WESTERN KENTUCKY GAS COMPANY

### **Rules and Regulations**

### 27. Point of Delivery of Gas

The point of delivery of gas supplied by the Company shall be at the point where the gas passes from the pipes of the Company's service connection in to the customer's service line or pipe or at the outlet of the meter, whichever is nearest the delivery main of the Company.

### 28. Distribution Main Extensions

- a) The Company will extend an existing distribution main up to one hundred (100) feet for each single customer provided the following criteria is met:
  - 1) The existing main is of sufficient capacity to properly supply the additional customer(s);
  - 2) Provided that the customer(s) contracts to use gas on a continuous basis for one (1) year or more; and,
  - 3) Provided the potential consumption and revenue will be of such amount and permanence as to warrant the capital expenditures involved to make the investment economically feasible.
- b) Whenever an extension exceeds one hundred (100) feet per customer, the Company will enter into an agreement with the customer(s) or subscriber(s). The agreement will provide for the extension on a cost per foot basis with the additional amount to be deposited with the Company by the customer(s) or subscriber(s). The agreement will contain provisions for a proportionate and equitable refund in the event other customers are connected to the extension within a ten (10) year period. Refunds shall be made only after the customer(s) has used gas service for a minimum continuous period of one (1) year. The Company reserves the right to determine the length of the extension, to specify the pipe size and location of the extension, and to construct the extension in accordance with its standard practices. Title to all extensions covered by agreements shall be and remain in the Company and in no case shall the amount of any refunds exceed the original deposit. Any further or lateral extension shall be treated as a new and separate extension.

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

Vice President – Rates & Regulatory Affairs

(T)

### WESTERN KENTUCKY GAS COMPANY

### **Rules and Regulations**

### 33. Curtailment Order

In cases of impairment of gas supply or distribution system capacity, or partial or total interruptions and when it appears that the Company is, or will be, unable to supply the (T) requirements of all of its customers in any system or segment thereof, the Company shall curtail gas service to its customers in the manner set forth below.

### a) Definitions:

Residential – Service to customers for residential purposes including housing complexes and apartments.

Commercial – Service to customers engaged primarily in the sale of goods or services including institutions and local and federal agencies for uses other than those involving manufacturing.

Industrial – Service to customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product, including the generation of electric power for sale.

**ISSUED:** May 28, 1999

EFFECTIVE: July 1, 1999

**ISSUED BY:** William J. Senter

Vice President - Rates & Regulatory Affairs

FOR ENTIRE SERVICE AREA	'ICE AREA
P.S.C. NO. 20	
Second Revised SHEET No. 86	T No. 87
Cancelling	
First Revised SHEET No. 86	[ No. 87

### FERN KENTUCKY GAS COMPANY

	Rules and Regulations	]	
		(C)	
) Priorities of	f Curtailment:		
Sales Servi	ice		Curtailment
monthly of	any may curtail or discontinue sales service in whole or in part on a daily, r seasonal basis in any purchase zone in accordance with the following tarting with Priority 8 and proceeding in descending numerical order.		gas than its , at its sole
High Priori	<u>ty</u>		ible for any customer's
Priority 1.	Residential and services essential to the public health where no alternate fuel exists (Rate G-1)		her the right
Priority 2.	Small commercials less than 50 Mcf per day (Rate G-1).		sidered as a
Priority 3.	Large commercials over 50 Mcf per day not included under lower priorities (Rates G-1, LVS-1)		
Priority 4.	Industrials served under Rate G-1 or LVS-1.		is supply of
Low Priorit	Y		
Priority 5.	Customers served under Rates G-2 or LVS-2 other than boilers included in Priority 6.		
Priority 6.	Boiler loads shall be curtailed in the following order (Rates G-2 or LVS-2).		
	<ul> <li>A – Boilers over 3,000 Mcf per day.</li> <li>B – Boilers between 1,500 Mcf and 3,000 Mcf per day.</li> <li>C – Boilers between 300 Mcf and 1,500 Mcf per day.</li> </ul>		
Priority 7.	Imbalance sales service under Rate T-3 and Rate T-4.		
Priority 8.	Flex sales transactions.		
May 28, 1999	EFFECTIVE: July 1, 1999	]	

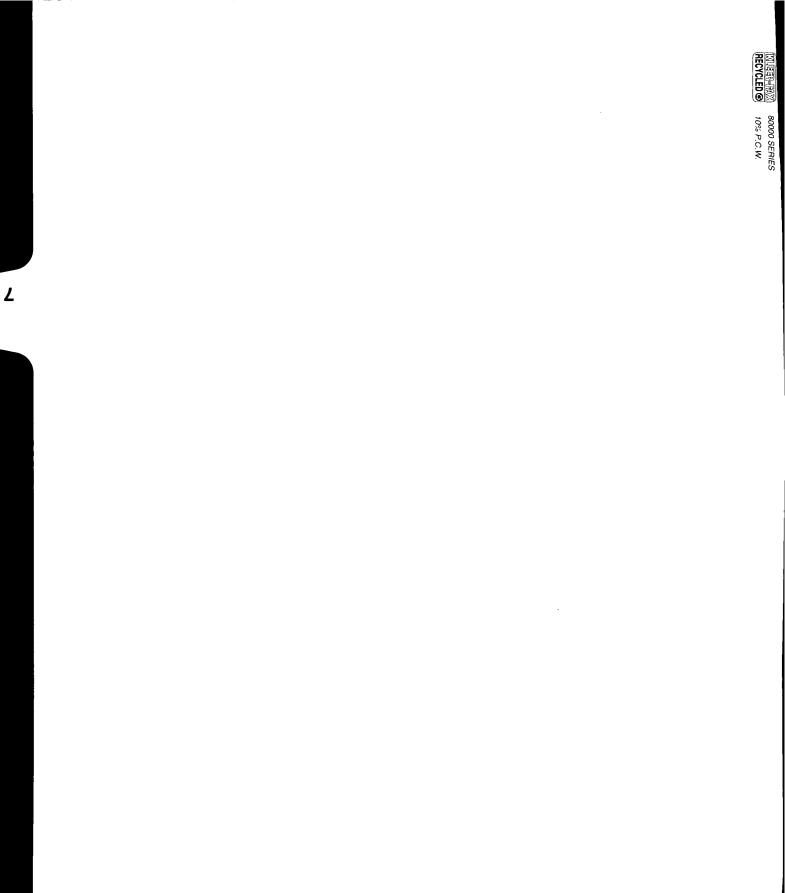
UED BY: William J. Senter

Vice President – Rates & Regulatory Affairs

-

fairs

£



### Western Kentucky Gas Company Case No. 99-070 Forecasted Test Period Filing Requirements FR 10(1)(b)8

### Description of Filing Requirement:

The utility's proposed tariff changes, identified in compliance with 807 KAR 5:011, shown either by:

- a. Providing the present and proposed tariffs in a comparative form on the same sheet side by side or on facing sheets side by side, or
- b. Providing a copy of the present tariff indicating proposed additions by italicized inserts or underscoring and striking over proposed deletions.

### Response:

The Company complies with this Filing Requirement through option a., providing the present and proposed tariffs in a comparative form on the same sheet side by side. Please reference FR 10(1)(b)8a.

.

.

·

.

### Western Kentucky Gas Company Case No. 99-070 Forecasted Test Period Filing Requirements FR 10(1)(b)8a

### Description of Filing Requirement:

The utility's proposed tariff changes, identified in compliance with 807 KAR 5:011, shown by:

a. Providing the present and proposed tariffs in comparative form on the same sheet side by side or on facing sheets side by side.

### Response:

See attached.

The gas charge in the attached proposed tariff is based on the Company's Gas Cost Adjustment filing for April 1, 1999, approved by the Commission in Case 95-010 QQ.

Present

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Third Revised SHEET No. 1 Cancelling Second Revised SHEET No. 1

WESTERN KENTUCKY GAS COMPANY

Rate Book Index

00	General Information	Sheet No.	
¦≃	Rate Book Index	1 to 2	
	Towns and Communities	ſ	
	System Map	•	
	Current Rate Summary	4	
<u> </u>	Current Gas Cost Adjustment (GCA)	\$	
	Current General Transportation and Carriage Rates	6	
	Computer Billing Rate Codes	7	
	Sales Service		
	General Firm Sales Service (G-1)	11 to 13	
-=	Interruptible Sales Service (G-2)	15 to 20	
נה 	Large Volume Sales (LVS-1, LVS-2)	21 to 25	
	Gas Cost Adjustment (GCA)	27 to 29	
<u>ت</u>	Experimental Performance Based Rate Mechanism (PBR)	29a to 29k	Ê
Ľ	Transnortation Service		
: ×	Storane Transmittation Service (T-1)	11 10 17	
-	Gameral Transnortation Service (T.2)	2 C 01 1 C	
		40 IO 45	
	Carriage Service (1-4)	40 10 40	
W	Miscellaneous		
  ~	Special Charges	51	
=	Budget Payment Plan	52	
		ļ	
2	Rules and Regulations		
-	. Commission's Rules and Regulations	61	
5	. Company's Rules and Regulations	61	
<u>۳</u>	Application for Service	61	and a
4	. Billings	62 to 64	ÊÊ
		64 to 65	Ē
9	Special Charges	65 to 67	
	Customer Complaints to the Company	67	Z
~	. Bill Adjustments	67 to 69	2
<u> </u>	<ul> <li>Customer's Request for Termination of Service</li> </ul>	69	
.01	Partial Payment and Budget Payment Plans	70	
100 ILEDA		9001 UC	
ISSUED:	ISSUED: November 19, 1998	EFFECTIVE: December 20, 1998	

ISSUED BY: William J. Senter

.

•

÷

Vice President - Rates & Regulatory Affairs

Vice President - Rates & Regulatory Affairs

**ISSUED BY: William J. Senter** 

Proposed

FOR ENTIRE SERVICE AN P.S.C. NO. 20 Fourth Revised SHEET No. 1 Cancelling Third Revised SHEET No. 1

WESTERN KENTUCKY GAS COMPANY

Rate Book Index

Towns and Communities System Map Current Rate Summary Current Gas Cost Adjustment (GCA) Current General Transportation and Carriage Rates Computer Billing Rate Codes Sales Service General Firm Sales Service (G-1) Interruptible Sales Service (G-2) Large Volume Sales (LVS-1, LVS-2) Weather Normalization Adjustment (WNA)	3 4 5 6 6 6 7 7 11 to 13 7 15 to 20 21 to 25 21 to 25 27 to 29 29a to 29 29a to 29 30a to 30c	22 222
Current Rate Summary Current Gase Yost Adjustment (GCA) Current General Transportation and Carriage Rates Computer Bitling Rate Codes Sales Service General Firm Sales Service (G-1) Interruptible Sales Service (G-2) Large Volume Sales (LVS-1, LVS-2) Caether Normalization Adjustment (WNA)	~ ~ ~	22 222
Current Gas Cost Adjustment (GCA) Current General Transportation and Carriage Rates Computer Billing Rate Codes Sales Service General Firm Sales Service (G-1) Interruptible Sales Service (G-2) Large Volume Sales (LVS-1, LVS-2) Weather Normalization Adjustment (WNA)	~ ~ ~	22 222
Computer Bitling Rate Codes Computer Bitling Rate Codes General Firm Sales Service (G-1) Interruptible Sales Service (G-2) Large Volume Sales (LVS-1, LVS-2) Weether Normalization Adjustment (WNA)		22 222
Sales Service General Firm Sales Service (G-1) Interruptible Sales Service (G-2) Large Volume Sales (LVS-1, LVS-2) Weather Normalization Adjustment (WNA)		22 222
General Firm Sales Service (G-1) Interruptible Sales Service (G-2) Large Volume Sales (LVS-1, LVS-2) Weether Normalization Adjustment (WNA)		22 222
Interruptible Sales Service (G-2) Large Volume Sales (LVS-1, LVS-2) Weather Normalization Adjustment (WNA)	15 to 20 21 to 25 26 25 27 to 29 291 29k 291 29k 30a to 30c 30d	22 222
Large Volume Sales (LV5-1, LV5-2) Weather Normalization Adjustment (WNA)	21 to 25 26 27 to 29 29a to 29k 291 30a to 30c 30d	22 222
	20 27 to 29 291 to 29k 291 30a to 30c 30d	222 222
	29a to 29k 29l 30a to 30c 30d	222
Experimental Performance Based Rate Mechanism (PBR)	291 30a to 30c 30d	ZZZ
Margin Loss Recovery Rider (MLR)	30a to 30c 30d	ÊŹŹ
Demand Side Management (DSM)	30d	<u>z</u>
Gas Research Institute R & D Rider		
Transportation Service		
Storage Transportation Scrvice (T-1)	31 to 32	
General Transportation Service (T-2)	34 to 38	
Carriage Service (1-3)	40 to 45	
Carriage Service (1-4)	46 to 48	
Alternate Receipt Point Service (1-5)	49 to 50	Ē.
Miseellaneous		
Special Charges	51	
Budget Payment Plan	52	
Rules and Regulations		
1. Commission's Rules and Regulations	61	
<ol><li>Company's Rules and Regulations</li></ol>	61	
3. Application for Service	61	
4. Billings	62 to 64	
5. Deposits	. 64 to 65	
6. Special Charges	65 to 67	
Ĩ	67	
8. Bill Adjustments	67 to 69	
	60	
10. Partial Payment and Budget Payment Plans 70	70	

Present

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Third Revised SHEET No. 2 Cancelling Second Revised SHEET No. 2

WESTERN KENTUCKY GAS COMPANY

Rate Book Index

<ol> <li>Company's Refusal or Termination of Service</li> <li>Winter Hardship Reconnection</li> <li>Request Tests</li> <li>Access to Property</li> <li>Assignment of Contract</li> </ol>		Sheet No.
	on of Service	71 to 74
		74 to 75
		'75 to 76
		76
		76
16. Renewal of Contract		76
17. Turning Off Gas Service and Restoring Same	toring Same	11
18. Special Rules for Customers Served from Transmission Mains	ed from Transmission Mains	77 to 78
<ol> <li>Owners Consent</li> </ol>		78
20. Company's Equipment and Installation	lation	78 to 79
	lation	80
22. Protection of Company's Property	×	80
23. Customer's Liability		80
24. Notice of Escaping Gas or Unsafe Conditions	c Conditions	18
25. Special Provisions - Large Volume Customers	ne Customers	81
26. Exclusive Service	×.	81
27. Point of Delivery of Gas	-	82
28. Distribution Main Extensions		82 to 83
29. Municipal Franchise Fees		83
30. Continuous or Uniform Service		84
<ol><li>Measurement Base</li></ol>		84
32. Character of Service		84
<ol><li>Curtailment Order</li></ol>		85 to 87
34. General Rules		88
The following pages have been reserved for future use: 8-10, 14, 26, 30, 33, 39, 49, 50, 53-60	d for future use: 8-10, 14, 26,	

Proposed

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Fourth Revised SHEET No. 2 Cancelling Third Revised SHEET No. 2

WESTERN KENTUCKY<sup>1</sup> GAS COMPANY

Rate Book Index

	Rules	Rules and Regulations	Sheet No.	
	<u> </u>	Company's Relusal or Termination of Service	71 to 74	
	71	Winter Hardship Reconnection	C/ 01 +/	
	13.	Request Tests	75 to 76	
	14.	Access to Property	76	
	15.	Assignment of Contract	76	
	16.	Renewal of Contract	76	
	17.	Turning Off Gas Service and Restoring Same	77	
	18.	Special Rules for Customers Served from Transmission Mains	77 to 78 ,	
	.61	Owners Consent	78	
	20.	Company's Equipment and Installation	78 to 79	
	21.	Company's Equipment and Installation	80	
	22.	Protection of Company's Property	80	
	23.	Customer's Liability	80	
	24.	Notice of Escaping Gas or Unsafe Conditions	8.1	
	25.	Special Provisions - Large Volume Customers	81	
	26.	Exclusive Service	81	
	27.	Point of Delivery of Gas	82	
	28.	Distribution Main Extensions	82 to 83	
	29.	Municipal Franchise Fccs	83	
	30.	Continuous or Uniform Service	84	
	31.	Measurement Base	. 84	
	32.	Character of Service	84	
	33.	Curtailment Order	85 to 87	
	34.	General Rules	88	
-	The	fellouine according how accorded for future units 2005 50	03 E0	E
				3
				•
ISSU	ED: Ma	ISSUED: May 28, 1999 . EFFECTIVE: July 1, 1999	ıly I, 1999	
		-		

**ISSUED BY: William J. Senter** 

Vice President - Rates & Regulatory Affairs

ISSUED BY: William J. Senter

ļ

Vice President – Rates & Regulatory Affairs

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Original SHEET No. 3 Cancelling P.S.C. NO. 19 Original SHEET No. 29

WESTERN KENTUCKY GAS COMPANY

Present

**Towns and Communities in Service Area** 

1_	The Service Area	of the Company i	ncludes the followir	The Service Area of the Company includes the following towns and their environs:	virons:
		-		)	
	Adairville	Dermont	Hawesville	Munfördsville	Schree
	Actnaville	Dixon	Heath	Niagara	Sedalia
	Alton	Earlington	Hendron	Nortonville	Shelbý City
	Anthoston	Eddyville	Herbert	Oak Ridge	Shclbyville
	Auburn	Elkton	Hickory	Oakdalc	Slaughters
	Baskett	Ellmitch	Hill-n-dale	Oakland	Smiths Grove
	Beaver Dam	Empire	Hiseville	Oklahoma	Sorgho
	Beda	Epley	Hopkinsville	Owensboro	So. Henderson
	Bculah	Epperson	Horse Cave	Paducah	So. Highland
	Boston	Evergreen	Hustonville	Park City	So. Union
	Bowling Green	Farmdale	Junction City	Perryville	Spottsville
	Bremen	Fearsville	Knottsville	Philpot	Springfield
	Briartown	Feliciana	Lake City	Pleasant Hill	St. Charles
	Browns Valley	Finley	Lancaster	Pleasant Ridge	St. Joseph
	Buck Creek	Fordsville	Lawrenceburg	Plum Springs	Stanford
	Buford	Franklin	Lebanon	Poolc	Stanlcy
	Burgin	Fredonia	Livia	Powderly	Stringtown
	Cadiz	Fruit [[i]]	Logantown	Princeton	Summersville
	Calhoun	Gilbertsville	Lone Oak	Pritchardsville	Sutherland
	Calvert City	Gishton	Luzerne	Pryorsburg	Symsonia
_	Calvery	Glasgow	Macco .	Reidland	Thurston
	Campbellsville	Glenville	Madisonville	Reidville	Utica
	Carbondale	Grahamville	Mannington	Reynolds Sta.	Waddy
	Cave City	Grand Rivers	Marion	Robards	Water Valley
	Central City	Greenberg	Masonville	Rocky Hill	West Louisville
	Charleston	Greenville	Mayfield	Rome	Whitesville
	Cloverport	Habit	McGowan	Rowletts	Wingo
	Crayne	llanson	Memphis Junc.	Rumscy	Woodburn
	Crofton	Hardeman	Midland	Russellville	Woodlawn
	Danville	Hardinsburg	Milledgeville	Sacramento	Woodsonville
	Dawson Springs	_	Moreland	Salmons	Yclvington
	Deanfield	Harrodsburg	Mortons Gap	Saloma	Zion
	Dennis	llartford	Mosleyville	Schochoh	
<u>N</u>	SSUED: September 4, 1994	, 1994		EFFECTIVE	EFFECTIVE: March 4, 1993

Vice President - Rates & Regulatory Affairs ISSUED BY: Mary S. Lovett

Proposed

# WESTERN KENTUCKY GAS COMPANY

E

Т

Ê

Ē

	nvirons:	Sebree Sedalia Shelby City Shelbyville Slaughters Sorgho So. Highland So. Union So. Un
Service Area	The Service Area of the Company includes the following towns and their environs:	Munfordsville Niagara Nortonville Oak Ridge Oakdale Oaklahoma Oklahoma Oklahoma Oklahoma Okensboro Paducah Park City Park City City City
Towns and Communities in Service Area	ncludes the followi	Hartford Hawesville Hewesville Hewesville Herbert Hilkkory Hilkkory Hilkkory Hilkkory Hiskory Hopkinsville Hopkinsville Junction City Lancaster Lancaster Lancaster Lancaster Lancaster Lancaster Logantown Logantown Loren Oak Luzerne Marion M
Towns a	of the Company i	Dennis Depoy Dermont Dermont Earlington Edulyville Ellmitch Ellmitch Epley Epperson Evergreen Ernadale Fensville Fensville Fensville Fensville Frenklin Fredonia Finley Fordsville Gishton Glasgow Glasgow Glasgow Glasgow Glasgow Glasgow Glasgow Harrodsburg Ilarrodsburg Ilarrodsburg Ilarrodsburg
	The Service Area	Adairville Actnaville Atton Anthon Anthoston Anthoston Anthoston Baskett Baskett Baskett Baskon Beadlestown Beadlestown Beadlestom Beadlestom Bratrown Bratrown Bratrown Bratrown Bratrown Bratrown Bratrown Bratrown Bratrown Bratrown Bratrown Bratrown Bratrown Bratrown Caltroun Caltr

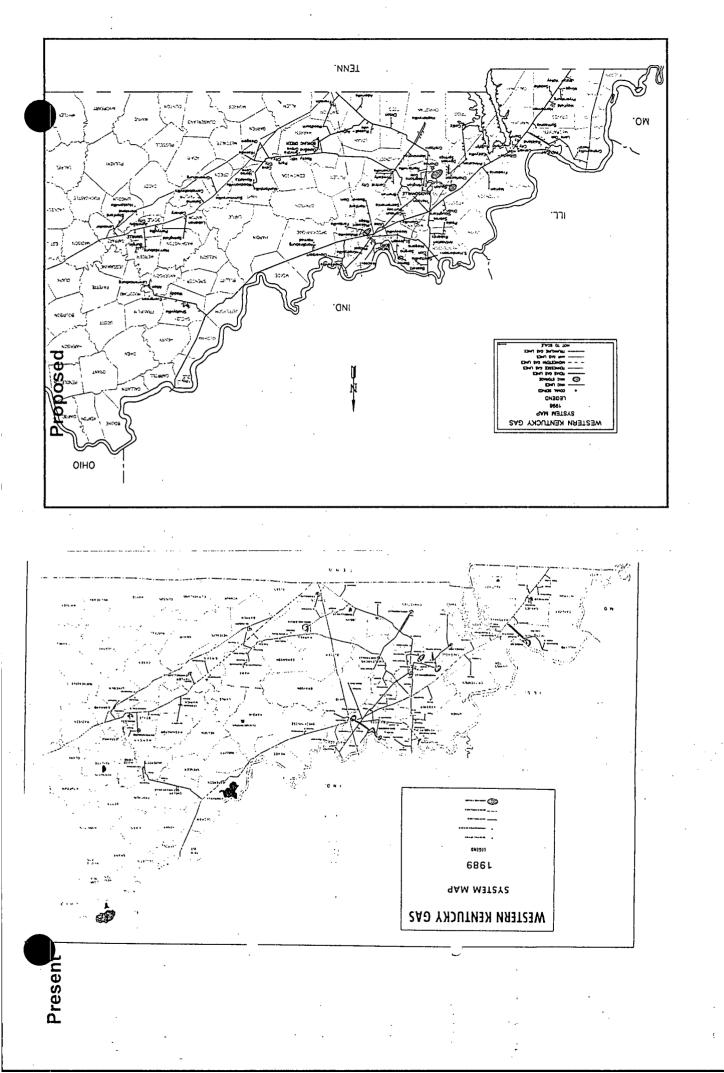
ISSUED: May 28, 1999

ISSUED BY: William J. Senter

Vice President - Rates & Regulatory Affairs

EFFECTIVE: July 1, 1999

FOR ENTIRE SERVICH P.S.C. NO. 20 First Revised SHEET No. 3 Cancelling Original SHEET No. 3 Ē



vice Area	. 20	EET No. 4	ę	tEET No. 4	
or Entire Service Area	P.S.C. No. 20	Sixty-eighth SHEET No. 4	Cancelling	lixty-seventh SHEET No. 4	
Por		Sixty		Sixty-	

WESTERN KENTUCKY GAS COMPANY

				Current Rate Summary	tate Su	mmary					
				Case No. 95-010 QQ	0.95-01	000					
Firm Service	te								•		
Base Charge: Residential	ge: utial			, ,	\$5.10 pe	per meter per month	er month				
Non-Re	Non-Residential					per meter per month	er month				
Carriage (T-4)	e (T-4)			- -	150.00 pe	r delivery	per delivery point per month	c .			
Transporta	Transportation Administration rec	tion ree					לבו בשניטונכן אבו ווירויו				
First Next Over	300 <sup>1</sup> Mcf 14,700 <sup>1</sup> Mcf 15,000 Mcf		Sates ( <u>G-1)</u> @ J.5660 @ 3.0630 @ 2.9130	per Mcf per Mcf per Mcf	⊢I©@@	<u>Transport (T-2)</u> <u>1.7902 per h</u> <u>1.1372 per h</u> <u>1.1372 per h</u>	(T-2) 2 per Mcf 2 per Mcf 2 per Mcf	<u>n</u> eca r	Carriage (T4) @ 1.0615 per Mcf @ 0.5585 per Mcf @ 0.4085 per Mcf	) per Mcf per Mcf per Mcf	2 2 2 2 2 2 2 2 2 2 2 2
High Load	High Load Factor Firm Service	Service									
HLF dema	HLF demand chargeMcf	0	4.2809		C	4.2809		viiy 1		_	٤
First Next Over	300 <sup>1</sup> Mcf 14,700 <sup>1</sup> Mcf 15,000 Mcf	ଡଡଡ	3.0111 2.5081 2.3581	per Mcf per Mcf per Mcf	666	0.5823	3 per Mcf 3 per Mcf 3 per Mcf				6 6 6 6 6 6
						·					
Interrupt	Interruptible Service					er deliverv	ner delivery noint ner month	-5			
Base Charge Transpórtatio	Base Charge Transportation Administration Fee	tion Fce				er custom	per customer per meter				
		Sale	Sales (G-2)		1	Transport (T-2)	( <b>1-2</b> )	Car	Carriage (T-3)		
First Over	15,000 <sup>1</sup> Mcf 15,000 Nicf	00	2.4756 2.3256	2.4756 per Mcf 2.3256 per Mcf	00		0.6998 per Mcf 0.5498 per Mcf	66	0.4936 per Mcf 0.3436 per Mcf	Mcf Mcf	22 22 22 22 22 22 22 22 22 22 22 22 22
-						·					
<sup>1</sup> All gas load fa volume	All gas consumed by the customer (sales, transportation, and carriage: firm, high load factor, and interruptible) will be considered for the purpose of determining whether the volume requirement of 15,000 Mcf has been achieved.	he custom ptible) wi 15,000 N	er (sales, ill be con: 1cf has be	transportat sidered for sen achieve	tion, and the purp d.	carriage; ose of det	firm, high ermining wheth	ter the			
ISSUED:	February 26, 1999	666					Effective:		April 1, 1999		_

÷

Proposed

	Current Rate Summary Case No. 99-070		r
Firm Service			
Base Charge: Residential	- \$ 9.00 per meter per month	cr moath	E
Connercial	- 24.00 per meter per month	cr month	(I.I)
Transportation Administration Fee	- 250.00 per delivery point per month	r point per month	<u>e</u> e
			2
Rate per Mef	Sales (G-1) Transport (F-2) @ \$1.7045 ner Mcf @ \$1.9287 ner Mcf	Mcf	(R.LD)
14,700 1	000	00	(LIL)
000101	2.9.944 PCF MICL @	3)	(1717)
High Load Factor Firm Service	Service		
IILF demand charge/Mcf	@ \$4.2809 @ \$4.2809	\$4.2809 per Mef of daily	
Rate per Mcf	_	ontract Demand	
First 300 Mcf	\$3.1496 per Mef @ \$	1.3738 per Mef	(R.I)
15,000	96	0.6037 per Mcf	(R.I) (R.I)
Interruptible Service			
Base Charge	- \$2	y point per month	Ξ
Transportation Administration Fee	ation Fee - 50.00 per customer per meter	ier per meter	ε
Rate per Mef	Sales (G-2) Transport (T-2)		
15,000		per Mcf @ 0.3301 per Mcf	(R.R.R)
All gas consumed by the and interruptible) will be and interruptible) will be	All gas consumed by the customer (sales, transportation, and carriage; firm, high load factor, and interruptible) will be considered for the purpose of determining whether the volume	arriage; firm, high load factor, ining whether the volume	
ISSUED: May 28 1999		FEFECTIVE. Intv 1 1000	1
1000 CM	2	TERCHAR July 1, 1222	

÷

(issued by Authority of an Order of the Public Service Commission in Case No. 95-010 QQ dated

ISSUED BY:

Vice President - Rates & Regulatory Affairs

ISSUED RY: William J. Senter

Vice President - Rates & Regulatory Affairs

FOR ENTIRE SERVICE X4EA P.S.C. NO. 20 Seventy-First SIIEET No. 4 Cancelling Seventicth SHEET No. 4

Present

					ε	ê			3				(L)												
ERVIOR 20 20 IEET No. 5 ET No. 5					ice (G-2).			<u>6-7</u>	<b>\$</b> 2.1785	(0.1882)	(0.0330)	0.0247	\$1.9820					-	iy 1, 1999	eeulatory Affairs		·			
FOR ENTIRE SERVI P.S.C. NO. 20 Seventy-First SHEET No. 5 Cancelling Seventicth SHEET No. 5					otible Sales Serv			E E	\$2.1785	(0.1882)	(0.0654)	0.0247	<u>\$1.9496</u>				·		EFFECTIVE: July 1, 1999	Vice President – Rates & Regulatory Affairs	·	·			
ן <del>בו</del> . י		e Summary 99.070			G-1) and Interrup			15	\$2.7334	(0.1882)	(0.0654)	0.0247	<u>\$2.5045</u>						E	Vice Pres					
Proposed	WESTERN KENTUCKY GAS COMPANY	Current Rate Summary		Applicable	For all Mcf billed under General Sales Service (G-1) and Interruptible Sales Service (G-2)	Cias Charge = CiCA	GCA = EGC + CF + RF + PBRRF	<b>Gas Cost Adjustment Components</b>	EGC (Expected Gas Cost Component)	CF (Correction Factor)	RF (Refund Adjustment)	PBRRF (Performance Based Rate Recovery Factor)	GCA (Gas Cost Adjustment)						ISSUED: May 28, 1999	ISSUED BY: William J. Senter	•				
														۰.	•									·	
								ਦੇ ਦੇ ਦੇ ਦੇ		(, L) ()	я. В	î z		0, 1, 1)											
<del>cs Area</del> 20 21 No. 5 ET No. 5							<u> </u>	<u> </u>			£	Ľ.				 	 		April 1, 1999						
Eor Entre Service Area P.S.C. No. 20 Sixty-eighth SHEET No. 5 Carcelling Sixty-seventh SHEET No. 5			•	e (G-2).			G-1	2.1785 2.6513 (0.4728)		(0.1882)	(0130)	0.0247		(\$0.6693)					Effective:	Q datod .)					
	Viueturante			ruptible Sales Scryic			HLF G-1	2.1785 3.4331 (1.2546)		(0.1882)	(0.0634)	0.0247		(51.4835)	• •••	•		-		n Case No. 95-010 Q	Regulatory Affairs		•		
	and the first of the	Case No. 95-010 QQ		vice (G-1) and Inten		: + RF + PURRF	C-1	2.7334 3.4331 (0.6597)		(0.1882)	(0.0654)	0.0247		(\$0.9286)	•					ervice Commission i	Vice President - Rates & Regulatory Affairs				
Present	WESTERN KENTUCKY GAS COMPANY		<u>Applicable</u>	For all Mcf billed under General Sales Service (G-1) and Interruptible Sales Scrivice (G-2).		GCA = (EGC - BCOG) + CF + RF + PURRF	<u> Gas Cost Adjustment Components</u>	EGC (Expected Gas Cost Component) BCOG (Base Cost of Gas) eccr. ACOG		CF (Correction Factor)	RF (Refund Adjustment)	PBRRF (Peformanced Based Rate Recovery Factor)		GCA (Gas Cost Adjustment)					D: February 26, 1999	(Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 QQ datod					
L L	WEST		•							-				-		 	 		ISSUED:	(İssue	ISSUED BY:				

ŧ

• •

•

· 1
· · ·
Mct has been achieved.
Mcf has been achieved.
cr the 2
er the
m, high load factor, 1 determining whether the
er the
<ul> <li>All Over 13,000 Met 10,000 Met 10,0</li></ul>
<ul> <li>All Over 15,000 Mcf (a) 0.3301 + 0.0000 = 0.3301 per Mcf</li> <li>Includes standby sales service under corresponding sales rates.</li> <li>All gas consumed by the customer (sales and transportation; firm, high load factor, interruptible, and carriage) will be considered for the purpose of determining whether the volume requirement of 15,000 Mcf has been achieved.</li> </ul>
<ul> <li>First 15,000<sup>4</sup> Mcf (a) 50.5300 + 50.0000 = 50.5300 per Mcf All Over 15,000 Mcf (a) 0.3301 per Mcf All Society and the standby sales service under corresponding sales rates.</li> <li>Includes standby sales service under corresponding sales rates.</li> <li>All gas consumed by the customer (sales and transportation; firm, high load factor, interruptible, and carriage) will be considered for the purpose of determining whether the volume requirement of 15,000 Mcf has been achieved.</li> </ul>
c. ite
<ul> <li>0.3436 per Mef</li> <li>b) Interruptible Service (T-3)</li> <li>6.5,000 = \$0.5300 per Mef</li> <li>First 15,000 * Mef</li> <li>0.3301 + 0.0000 = \$0.5301 per Mef</li> <li>All Over 15,000 Mef</li> <li>0.3301 + 0.0000 = \$0.5301 per Mef</li> <li>1 Includes standby sales service under corresponding sales rates.</li> <li>2 All gas consumed by the customer (sales and transportation; firm, high load factor, interruptible, and carriage) will be considered for the purpose of determining whether the volume requirement of 15,000 Mef has been achieved.</li> </ul>
<ul> <li>b) Interruptible Service (1-3)</li> <li>0.1436 per Mef</li> <li>0.1436 per Mef</li> <li>0.1436 per Mef</li> <li>0.15000 mef</li> <li>0.15,000 fr</li> <li>0.15,000 mef</li> <li>0.1301 + 0.0000 = 0.301 per Mef</li> <li>All Over 15,000 Mcf</li> <li>0.1301 + 0.0000 = 0.301 per Mef</li> <li>1 Includes standby sales service under corresponding sales rates.</li> <li>All gas consumed by the customer (sales and transportation; firm, high load factor, interruptible, and carriage) will be considered for the purpose of determining whether the volume requirement of 15,000 Mcf has been achieved.</li> </ul>
<ul> <li>20.4936 per Mef</li> <li>0.3436 per Mef</li> <li>10.4299 + 0.0000 = \$0.5300 per Mef</li> <li>10.4297 per Mef</li> <li>11.0ver 15,000 Mef</li> <li>0.3301 + 0.0000 = \$0.3301 per Mef</li> <li>11.0ver 15,000 Mef</li> <li>0.3301 + 0.0000 = 0.3301 per Mef</li> <li>11.0ver 15,000 Mef</li> <li>0.3301 + 0.0000 = 0.3301 per Mef</li> <li>11.0ver 15,000 Mef</li> <li>0.3301 + 0.0000 = 0.3301 per Mef</li> <li>11.0ver 15,000 Mef</li> <li>0.3301 + 0.0000 = 0.3301 per Mef</li> <li>11.0ver 15,000 Mef</li> <li>0.3301 + 0.0000 = 0.3301 per Mef</li> <li>11.0ver 15,000 Mef</li> <li>0.3301 + 0.00000 = 0.3301 per Mef</li> <li>11.0ver 15,000 Mef</li> <li>0.3301 he considered for the purpose of determining whether the volume requirement of 15,000 Mef has been achieved.</li> </ul>
<ul> <li>20.4936 per Mef</li> <li>0.3436 per Mef</li> <li>0.3436 per Mef</li> <li>0.3436 per Mef</li> <li>0.3435 per Mef</li> <li>0.3435 per Mef</li> <li>0.3435 per Mef</li> <li>0.3435 per Mef</li> <li>0.3436 per Mef</li> <li>0.35300 + \$0.0000 = \$0.5300 per Mef</li> <li>7.11 Over 15,000 Mcf</li> <li>0.3301 + 0.0000 = \$0.3301 per Mef</li> <li>1 Includes standby sales service under corresponding sales rates.</li> <li>2 All gas consumed by the customer (sales and transportation; firm, high load factor, interruptible, and carriage) will be considered for the purpose of determining whether the volume requirement of 15,000 Mcf has been achieved.</li> </ul>
- 30.4936 per Mer Mex 14,700 <sup>-</sup> Mer (a) 0.6946 + 0.0000 = 0.0946 per Mer Mer - 0.3436 per Mer Mer Mer Mer Mer Mer Mer Mer Mer M
• 20.4936 per Mef • 20.4936 per Mef • 0.1436 per Mef • 0.1436 per Mef • 0.1436 per Mef • 0.1439 per Mef • 0.1430 per Mef • 0.1430 per Mef • 0.1436 per Mef • 0.1430 per Mef • 0.1301 per Mef • 1 Includes standhy sales service under corresponding sales rates. • All gas consumed by the customer (sales and transportation; firm, high load factor, • incrruptible, and carriage) will be considered for the purpose of determining whether the volume requirement of 15,000 Mef has been achieved.
The first 300 <sup>4</sup> Mcf (a) 51.2000 + 50.0000 = 51.2000 per Mcf Next 14,700 <sup>2</sup> Mcf (a) 0.6946 + 0.0000 = 0.6946 per Mcf Over 15,000 <sup>2</sup> Mcf (a) 0.4299 + 0.0000 = 0.4299 per Mcf = 0.1436 per Mcf $= 0.1200^2$ Mcf (a) 0.4299 + 0.0000 = 0.1301 per Mcf $= 10.0000^2$ Mcf (b) 0.3301 + 0.0000 = 0.3301 per Mcf $= 10.0000^2$ Mcf (c) 0.3301 + 0.0000 = 0.3301 per Mcf $= 10.0000^2$ Mcf (c) 0.3301 + 0.0000 = 0.3301 per Mcf $= 10.0000^2$ Mcf (c) 0.3301 per Mcf (c)
- 0.4083 per Mcf [17] 131 300 <sup>7</sup> Mcf (13) \$12,000 + \$0,0000 = \$1,2000 per Mcf Next 14,700 <sup>2</sup> Mcf (13) 0.6946 + 0.00000 = 0.6946 per Mcf 9.001436 per Mcf 9.001436 per Mcf 9.00000 = 0.4299 per Mcf 9.001436 per Mcf 9.00000 = 0.301 per Mcf 9.00000 = 0.301 per Mcf 7.000 Mcf 9.0000 Mcf 9.00000 = 0.301 per Mcf 7.00000 = 0.301 per Mcf 7.00000 = 0.301 per Mcf 7.00000 = 0.301 per Mcf 7.000000 = 0.301 per Mcf 7.00000 = 0.301 per Mcf 7.000000 = 0.3001 per Mcf 7.000000000000000000000000000000000000
- 0.4083 per Mef [M] $\frac{31}{1000} \frac{1}{1000} \frac{1}{10000} \frac{1}{10000} \frac{1}{100000} \frac{1}{100000} \frac{1}{1000000} \frac{1}{1000000} \frac{1}{1000000} \frac{1}{10000000} \frac{1}{10000000} \frac{1}{10000000} \frac{1}{10000000} \frac{1}{10000000} \frac{1}{100000000} \frac{1}{10000000} \frac{1}{100000000} \frac{1}{100000000} \frac{1}{100000000} \frac{1}{100000000} \frac{1}{10000000000000000000000000000000000$
a)       Firm Service (T-4)         0.4083       per Mef       m       a)       Firm Service (T-4)         1       First 300       Mef       (a)       51.2000       =       \$1.2000       per Mef         1       Next 14,700       Mef       (a)       0.6946       +       0.0000       =       0.6946       per Mef         1       Next 14,700       Mef       (a)       0.4299       +       0.0000       =       0.4299       per Mef         1       Over 15,000       Mef       (a)       0.4299       +       0.0000       =       0.4299       per Mef         1       0.1416       Service (T-3)       Mef       (a)       0.4299       +       0.0000       =       0.4299       per Mef         1       0.1416       Service (T-3)       So 5300       +       \$0.0000       =       0.4299       per Mef         1       Interruptible Service (T-3)       So 5300       +       \$0.0000       =       0.301       per Mef         1       Interruptible Service (T-3)       So 5300       +       \$0.0000       =       0.301       per Mef         1       Interruptible Service (T-3)       So 5300       +
• 0.3385       per Mcf       [m]       0.310 $1.000$ $1.000$ $1.000$ $1.000$ $1.000$ $1.000$ $1.000$ $1.000$ $1.000$ $1.000$ $1.000$ $1.000$ $1.000$ $1.000$ $1.000$ $1.000$ $1.000$ $1.000$ $1.000$ $1.00000$ $1.00000$
$\begin{array}{lclcr} \bullet & 0.335 \ \text{per Mef} & W & \underbrace{\text{Carriage Service}}_{1:1:M} & \underbrace{\text{Carriage Service}}_$
- 51.0615       per Mef       M       Carriage Service <sup>3</sup> - 0.3385       per Mef       M $31$ Firm Service (1-4)         - 0.3385       per Mef       M $31$ Firm Service (1-4)         - 0.3385       per Mef       M $31$ Struct (1-4)         - 0.3436       per Mef       M $31$ Struct (1-4)         - 0.4395       per Mef $0.0000 = 31.2000$ $51.2000$ $51.2000 = 30.436$ - 0.3436       per Mef $0.4299 + 0.0000 = 0.4299$ $0.4299$ per Mef         - 0.3436       per Mef $0.4299 + 0.0000 = 0.4299$ $0.4299$ per Mef         - 0.3436       per Mef $0.4299 + 0.0000 = 0.4299$ per Mef         - 0.3436       per Mef $0.4299 + 0.0000 = 0.4299$ per Mef         - 0.3436       per Mef $0.4299 + 0.0000 = 0.4299$ per Mef         - 0.3416       per Mef $0.3301 + 0.0000 = 0.3000 = 0.3000$ per Mef         - 1       Includes standby sales service under corresponding sales rates. $0.3301 + 0.0000 = 0.3301$ per Mef         - 1       Includes standby sales service under corresponding sales rates. $0.1301$ per Mef         - 1
- \$1.0615 per Mef       M         - \$0.3335 per Mef       M         - \$0.4035 per Mef       M         - \$0.4040 per Mef       0.6946 per Mef         - \$0.4299 per Mef       M         - \$0.44000 2       \$0.4299 + \$0.00000 = \$0.4299 per Mef         - \$0.10000 2       \$0.4299 per Mef         - \$0.10000 2       \$0.4299 per Mef         - \$0.1000 2       \$0.4299 per Mef         - \$0.1000 2       \$0.4299 per Mef         - \$0.
Image: Transmister in the constraint of the constraint of the constraint of the considered for the propose of determining whether the constraint of the considered for the propose of determining whether the constraint of the considered for the propose of determining whether the constraint of the constrated of the constraint of the constraint of the constrai
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$
-       \$1.0615       per Mef $(0.3300 + 0.3300 + 0.3002 = 0.3363)$ per Mef         -       \$1.0615       per Mef $(0.3363)$ per Mef $(0.3363)$ per Mef         - $0.3383$ per Mef $(0.3363)$ per Mef $(0.3363)$ per Mef         - $0.3383$ per Mef $(0.3363)$ per Mef $(0.3363)$ per Mef         - $0.3383$ per Mef $(0.3363)$ per Mef $(0.3363)$ per Mef         - $0.3383$ per Mef $(0.3363)$ $(0.3363)$ per Mef $(0.3363)$ per Mef         - $0.4439$ per Mef $(0.4299 + 0.0000)$ $= 0.4299$ $(0.4299)$ $(0.4299)$ $(0.4299)$ $(0.429)$ - $0.3436$ per Mef $(0.4299)$ $(0.429)$ $(0.$
$\frac{(T-1)}{300^{-1} \text{ Mer}} = \frac{30.3300 + 30.2002 = 50.7362 \text{ per Mer}}{3100^{-1} \text{ Mer}} = \frac{30.3301 + 30.2062 = 30.7362 \text{ per Mer}}{3100^{-1} \text{ Mer}} = \frac{30.3301 + 30.2062 = 30.7362 \text{ per Mer}}{3100^{-1} \text{ Mer}} = \frac{30.3301 + 30.2062 = 30.7363 \text{ per Mer}}{3100^{-1} \text{ Mer}} = \frac{30.3301 + 30.2062 = 30.7363 \text{ per Mer}}{30000 - 30333 \text{ per Mer}} = \frac{30.1300 + 30.000 + 50.0000 = 31.2000 \text{ per Mer}}{30000 - 30000 - 30.333 \text{ per Mer}} = \frac{30.3301 + 30.000 + 50.0000 = 31.2000 \text{ per Mer}}{3100^{-1} \text{ Mer}} = \frac{30.3301 + 30.0000 - 31.262 = 30.7363 \text{ per Mer}}{3100^{-1} \text{ Mer}} = \frac{30.3301 + 30.0000 - 31.2662 \text{ per Mer}}{30000 - 30.333 \text{ per Mer}} = \frac{30.3301 + 30.0000 + 30.0000 = 31.2000 \text{ per Mer}}{3100^{-1} \text{ Mer}} = \frac{30.3301 + 30.0000 - 31.2000 \text{ per Mer}}{30.4395 \text{ per Mer}} = \frac{30.3301 + 30.0000 - 31.2000 \text{ per Mer}}{30.4395 \text{ per Mer}} = \frac{30.3301 + 30.0000 - 31.2000 \text{ per Mer}}{30.4395 \text{ per Mer}} = \frac{30.3301 + 30.0000 - 30.333 \text{ per Mer}}{3000^{-1} \text{ Mer}} = \frac{30.3301 + 30.0000 - 30.330 \text{ per Mer}}{30.4395 \text{ pr Mer}} = \frac{30.3301 + 30.0000 - 30.3301 \text{ per Mer}}{30.3301 \text{ per Mer}} = \frac{30.3301 \text{ per Mer}}{3000^{-1} \text{ Mer}} = \frac{30.3301 \text{ per Mer}}{3000^{-1} \text{ Mer}} = \frac{30.3301 \text{ per Mer}}{3000^{-1} \text{ Mer}} = \frac{30.3301 \text{ per Mer}}{30.3301 \text{ per Mer}} = \frac{30.3301 \text{ per Mer}}{30.3301 \text{ per Mer}} = \frac{30.3301 \text{ per Mer}}{3000^{-1} \text{ Mer}} = \frac{30.3301 \text{ per Mer}}{3000^{-1} \text{ Mer}} = \frac{30.3300 \text{ per Mer}}{30.3301 \text{ per Mer}} = \frac{30.3301 \text{ per Mer}}{3000^{-1} \text{ Mer}} = \frac{30.3300 \text{ per Mer}}{30.3301 \text{ per Mer}} = \frac{30.3300 \text{ per Me}}{30.3300 \text{ per Me}} = \frac{30.3300 \text{ per Me}}{30.3300 \text{ per Me}} = \frac{30.3300 \text{ per Me}}{30.3300 \text{ per Me}} = \frac{30.3300 \text{ per Me}}{300000000000000000000000000000000000$
(1) Interruptible Service
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$
15,000       Micl $\bigcirc$ 0.3136       +       0.2062       =       50.7362 per Micl         11,000       Micl $\bigcirc$ 0.3101       +       0.2062       =       50.7362 per Micl         11,000       Micl $\bigcirc$ 0.3101       +       0.2062       =       0.5363 per Micl         10,000       Micl $\bigcirc$ 0.3101       +       0.2062       =       0.5363 per Micl         11,000       Micl $\bigcirc$ 0.3101       +       0.2062       =       0.5363 per Micl         11,000       Micl $\bigcirc$ 0.3383       per Micl $\bigcirc$ 0.3301       +       0.2062       =       0.5363 per Micl         11,000       Micl $\bigcirc$ 0.3301       +       0.0000       =       51.2000       #       0.0000       =       0.4239       Per Micl         15,000       Micl $\bigcirc$ 0.4239       Micl $\bigcirc$ 0.4239       +       0.0000       =       0.4239       Picl
13,000       Mer $\bigcirc$ 0.1416       +       0.2062       =       50.7362       F
$\begin{array}{cccccccccccccccccccccccccccccccccccc$
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$
First       15,000 <sup>1</sup> Mer $\bigcirc$ 0.1336       + 10.200 <sup>2</sup> = 0.6037 per Mef       Me         All over       15,000 <sup>1</sup> Mef $\bigcirc$ 0.1346       + 0.138       = 0.6037 per Mef       Me         All over       15,000 <sup>1</sup> Mef $\bigcirc$ 0.1346       + 0.138       = 0.03363 per Mef       Me         First       100       Mef $\bigcirc$ 0.1316       + 0.0100       = 1.0613 per Mef       Mef $\bigcirc$ 0.03101       + 0.1738       = 0.03363 per Mef         First       100       Mef $\bigcirc$ 0.13101       + 0.01000       = 0.3363 per Mef       Mef $\bigcirc$ 0.03101       + 0.02002       = 0.3363 per Mef         Next       11,700 <sup>2</sup> Mef $\bigcirc$ 0.13101       + 0.02000       = 0.4393 per Mef       Mef $\bigcirc$ 0.13001       + 0.02000       = 0.4393 per Mef       Mef $\bigcirc$ 0.14700 <sup>2</sup> = 0.3363 per Mef       Mef $\bigcirc$ 0.14209       + 0.00000       = 0.4393 per Mef       Mef $\bigcirc$ 0.14700 <sup>2</sup> Mef $\bigcirc$ 0.14700 <sup>2</sup> Mef $\bigcirc$ 0.14700 <sup>2</sup> Mef $\bigcirc$ 0.14209       + 0.170000       0.14299       + 0.17000 <td< td=""></td<>
First         15,000         Mer $\bigcirc$ 50,495 $+$ 20,205 $-$ 20,495 $+$ 0,1738 $=$ 0,6037         Per Mer           All over         15,000         Mer $\bigcirc$ 0,1316 $+$ 0.2363         per Mer $\bigcirc$ 0,1316 $+$ 0.2363         per Mer $\bigcirc$ 0.3301 $+$ 0.1738 $=$ 0.6037         per Mer           First         1,000         Mer $\bigcirc$ 0.3301 $+$ 0.2363         per Mer $\bigcirc$ 0.3301 $+$ 0.2062 $=$ 0.3363         per Mer           First         1,000         Mer $\bigcirc$ 0.3301 $+$ 0.2062 $=$ 0.3363         per Mer           First         1,000         Mer $\bigcirc$ 0.4083         per Mer $\bigcirc$ $\bigcirc$ 0.3101 $+$ 0.2062 $=$ 0.3363         per Mer           All over         1,000         Mer $\bigcirc$ 0.4083         per Mer $\bigcirc$ $<$ 0.4033         per Mer $\bigcirc$
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$
Service 15,000 <sup>+</sup> Mer $\bigcirc$ 0.6349 $+$ 0.1738 $=$ 0.633 per Mer           15,000 <sup>+</sup> Mer $\bigcirc$ 0.4299 $+$ 0.1738 $=$ 0.633 per Mer           15,000 <sup>+</sup> Mer $\bigcirc$ 0.4156 $+$ 0.1738 $=$ 0.6037 per Mer           15,000 <sup>+</sup> Mer $\bigcirc$ 0.1361 $+$ 0.1738 $=$ 0.6037 per Mer           100 <sup>-</sup> Mer $\bigcirc$ 0.1361 $+$ 0.1738 $=$ 0.6037 per Mer           100 <sup>-</sup> Mer $\bigcirc$ 0.1301 $+$ 0.2062 $=$ 0.5363 per Mer           100 <sup>-</sup> Mer $\bigcirc$ 0.1301 $+$ 0.2062 $=$ 0.5363 per Mer           11,000 <sup>-</sup> Mer $\bigcirc$ 0.3301 $+$ 0.2062 $=$ 0.5363 per Mer           15,000 <sup>-</sup> Mer $\bigcirc$ 0.3301 $+$ 0.2062 $=$ 0.5363 per Mer           15,000 <sup>-</sup> Mer $\bigcirc$ 0.3101 $+$ 0.2062         <
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $
Internable Service         Internable Service $0.1738$ $0.1738$ $0.0631$ per Mef           Fina         13,000         Mef $0.0316$ $0.1738$ $0.0037$ $0.0138$ $0.0037$ $0.0138$ $0.0037$ $0.0133$ $0.0037$ $0.0133$ $0.0037$ $0.01338$ $0.0037$ $0.0037$ $0.01338$ $0.0037$ $0.01338$ $0.0037$ $0.01338$ $0.0037$ $0.03301$ $0.01338$ $0.0037$ $0.0037$ $0.0037$ $0.0037$ $0.0037$ $0.0037$ $0.0037$ $0.0037$ $0.0037$ $0.0037$ $0.0037$ $0.0037$ $0.0037$ $0.0037$ $0.0037$ $0.0037$ $0.0037$ $0.03367$
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$
$ \begin{array}{  c c c c c c c c c c c c c c c c c c $
More         13,200         Met         (a)         S1,200         H occ         S1,200         H occ         S1,373         E
All over 15,000 hef (2) 0,403 + 0,1138 = 0,3435 per Mef Internatible Service 15,000 hef (2) 0,4399 + 0,1738 = 0,834 per Mef All over 15,000 hef (2) 0,4399 + 0,01738 = 0,8343 per Mef All over 15,000 hef (3) 0,4299 + 0,01738 = 0,8343 per Mef Triber Service (T-1) First 10,000 hef (3) 0,010 + 0,01738 = 0,8343 per Mef All over 15,000 Mef (3) 0,010 + 0,01738 = 0,0334 per Mef First 10,000 hef (3) 0,010 + 0,01738 = 0,0334 per Mef First 10,000 hef (3) 0,010 + 0,01738 = 0,0334 per Mef First 10,000 hef (3) 0,010 + 0,01738 = 0,0334 per Mef First 10,000 hef (3) 0,010 + 0,01738 = 0,0334 per Mef First 10,000 hef (3) 0,000 hef (3) 0,010 hef (3) 0,000 hef (
All over 15,000 Mef $(3)$ 0.4055 + 0.1735 = 0.4332 per Mef Hurrundible Service 15,000 Mef $(3)$ 0.4945 + 0.1738 = 0.1373 Per Mef Firal 15,000 Mef $(3)$ 0.4945 + 0.1738 = 0.1373 Per Mef Mean 15,000 Mef $(3)$ 0.4945 + 0.1738 = 0.1373 Per Mef Firal 15,000 Mef $(3)$ 0.4929 + 0.1738 = 0.1373 Per Mef Mean 15,000 Mef $(3)$ 0.4929 + 0.1738 = 0.1373 Per Mef Firal 15,000 Mef $(3)$ 0.4929 + 0.1738 = 0.1373 Per Mef Firal 15,000 Mef $(3)$ 0.4929 + 0.1738 = 0.1373 Per Mef Firal 15,000 Mef $(3)$ 0.4929 + 0.1738 = 0.1363 Per Mef Firal 15,000 Mef $(3)$ 0.3301 + 0.2062 = 0.5363 Per Mef Firal 15,000 Mef $(3)$ 0.3301 + 0.2062 = 0.5363 Per Mef Firal 15,000 Mef $(3)$ 0.3301 + 0.2062 = 0.5363 Per Mef Firal 15,000 Mef $(3)$ 0.3301 + 0.2062 = 0.5363 Per Mef Mean 14,700 Mef $(3)$ 0.3301 + 0.2062 = 0.5363 Per Mef Met 14,700 Mef $(3)$ 0.3301 + 0.2062 = 0.5363 Per Mef Met 14,700 Mef $(3)$ 0.3301 + 0.2062 = 0.5363 Per Mef Mef $(3)$ 0.4399 Per Mef Met 14,700 Mef $(3)$ 0.4399 Per Mef Met 14,700 Mef $(3)$ 0.4399 Per Mef Mer 14,700 Mef $(3)$ 0.4399 Per Mef Mef $(3)$ 0.4299 + 0.0000 = 0.4399 Per Mef Met 13,000 <sup>4</sup> Mef $(3)$ 0.4299 + 0.0000 = 0.4399 Per Mef Mer 14,700 <sup>4</sup> Mef $(3)$ 0.4299 + 0.0000 = 0.4399 Per Mef Mer 14,700 <sup>4</sup> Mef $(3)$ 0.4299 + 0.0000 = 0.4399 Per Mef Mer 14,700 <sup>4</sup> Mef $(3)$ 0.4299 + 0.0000 = 0.4399 Per Mef Mer 14,700 <sup>4</sup> Mef $(3)$ 0.4299 + 0.0000 = 0.4399 Per Mef Mer 14,700 <sup>4</sup> Mef $(3)$ 0.4299 + 0.0000 = 0.4399 Per Mef Mer 14,700 <sup>4</sup> Mef $(3)$ 0.4299 + 0.0000 = 0.4399 Fer Mef Mer 14,700 <sup>4</sup> Mef $(3)$ 0.4299 + 0.0000 = 0.4399 Per Mef Mer 14,700 <sup>4</sup> Mef $(3)$ 0.4299 + 0.0000 = 0.4399 Fer Mef Mer 14,700 <sup>4</sup> Mef $(3)$ 0.4299 + 0.0000 = 0.4399 Fer Mef Mer 14,700 <sup>4</sup> Mef $(3)$ 0.4299 + 0.0000 = 0.4399 Fer Mef Mer 14,700 <sup>4</sup> Mef $(3)$ 0.4299 + 0.0000 = 0.4399 Fer Mef Mer 14,700 <sup>4</sup> Mef $(3)$ 0.4299 + 0.0000 = 0.4399 Fer Mef Mer 14,700 <sup>4</sup> Mef $(3)$ 0.4299 + 0.0000 = 0.4399 Fer Mef Mer 14,700 <sup>4</sup> Mef $(3)$ 0.4299 + 0.00000 = 0.4390 Fer Mef Mer 14,700 <sup>4</sup> Mef
Near         13,000         Mer         (g)         0.3333 $=$ 0.3333 $=$ 0.3333 $=$ 0.3333 $=$ 0.3333 $=$ 0.3333 $=$ 0.3333 $=$ 0.3333 $=$ 0.3333 $=$ 0.0037 $=$ $=$ 0.1738 $=$ 0.1738 $=$ 0.1738 $=$ 0.1738 $=$ 0.1738 $=$ 0.1037 $=$ 0.1738 $=$ 0.0037 $=$ 0.1738 $=$ 0.0037 $=$ 0.0137 $=$ 0.0137 $=$ 0.0137 $=$ 0.0137 $=$ 0.0137 $=$ Mer $=$ 0.1738 $=$ 0.0137 $=$ 0.0137 $=$ 0.0137 $=$ 0.0137 $=$ 0.0137 $=$ 0.0137 $=$ 0.0137 $=$ 0.0137 $=$ 0.0137 $=$ 0.0137 $=$ 0.0137 $=$ 0.0137 $=$ 0.0137 $=$ 0.0137 $=$ 0.0137 $=$ 0.0137 $=$
Next         1,200 <sup>1</sup> Mef         @         0,3333 $\pm$ 0,1733 $=$ 0,3333 $\pm$ 0,1734 $=$ 0,1734 $=$ 0,1734 $=$ 0,1734 $=$ 0,1734 $=$ 0,1734 $=$ 0,17372 $=$ 0,17372 $=$
New         14,700 <sup>+</sup> Mer         (a)         50,0000         +         4.2809         =         54,2809         mmol of the common of the co
The         Junc         First         Junc         State         St
Fish 100 Mef $\odot$ 10015 + 10133 - 0.2323 per Mef and factor Finn Service (11.1.) ( $\odot$ 0.63000 + 4.2809 = 54.2809 per Mef all venter demand faily control dem
Fist 300 <sup>1</sup> Mer (a) \$1001 Mer (a) \$1001 Mer (a) \$10133 Fer Mer (a) \$1133 Fer Mer (a) \$1000 Mer (a) \$1280 Per Mer (a) \$1280 Mer
Find 100 <sup>1</sup> Mer (a) \$1.001 <sup>3</sup> Mer (b) \$1.001 <sup>3</sup> Mer (c) \$1.200 <sup>3</sup>
Filt         300 <sup>1</sup> Mef         8         1,300 <sup>2</sup> Mef $(0, 5,000)$ 4,2809 $=$ 31,330         per Mcf of dimand field fi
First         Job         Net $0.3335$ $0.1138$ $0.0037$ $0.1138$ $0.0037$ $0.1138$ $0.0037$ $0.0137$ $0.1138$ $0.0037$ $0.0137$ $0.1138$ $0.0037$ $0.0137$
Contract         Gamma         Gamma <thgamma< th="">         Gamma         Gamma</thgamma<>
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$
High Lead Face Firm Stretck (LL)         9         9.000 $+1300$ $+1300$ $+1300$ $+1300$ $+1300$ $+1300$ $+1330$ $=11336$ per MeC           First         0.001         MeC $(0.015, 0.00)$ $+0.0233$ $= 0.1233$ $= 11336$ per MeC           Neu         11,0001         MeC $(0.015, 0.00)$ $+0.0233$ $= 0.1233$ $= 11336$ per MeC           Neu $(1,000)$ MeC $(0.015, 0.00)$ $+0.0233$ $= 0.1233$ $= 11336$ per MeC           Neu $(1,000)$ MeC $(0.015, 0.00)$ $+0.0233$ $= 0.1333$ $= 0.1233$ $= 0.1233$ $= 0.1233$ $= 0.1233$ $= 0.1336$ $= 0.1233$ $= 0.0337$
High Lead Franc Frim Strotic HLLB         2000         4.2309         FM = 0.7387         = 11386         per Mcf           First         300         Mcf $0.4209$ + 0.7287         = 11386         per Mcf           First         300         Mcf $0.4209$ + 4.2809         = 54.2809         per Mcf           Rist         1300         Mcf $0.9335$ + 0.1738         = 0.1738         = 11.386         per Mcf           Allower         3000         Mcf $0.9335$ + 0.1738         = 0.4339         per Mcf         mcf         mcf         0.4209         + 4.2809         = 54.3809         per Mcf         m
High Lead Force Firm Service (HLF)         Easily on mark from the
HighLand Tance Trin Service (HL)         Stand         First 100 <sup>-1</sup> Mef $\odot$ 1,200 <sup>-1</sup> Mef $\odot$ 1,230 <sup>-1</sup> $=$ 1,330 <sup>-1</sup> $=$ 1,300 <sup>-1</sup> $=$ 1,300 <sup>-1</sup>
High Load France full.       State 1, 200       Met       G       S1, 2000       Met       G
Allower         1,000         Met $6$ $31,200$ Met $6$ $31,230$ Met $31,230$ Met $31,230$ Met $31,230$ Met $31,230$ Met $31,323$ Per Met $31,332$ Per Met $31,320$ Per Met         <
All over         13,000         Mrf $(0, 13, 200)$ $(0, 13, 20)$ $(0, 13, 20)$ $(0, 13, 20)$ $(0, 13, 20)$ $(0, 13, 20)$ $(0, 13, 20)$ $(0, 13, 20)$ $(0, 13, 20)$ $(0, 13, 20)$ $(0, 13, 20)$ $(0, 13, 20)$ $(0, 13, 20)$ $(0, 13, 20)$ $(0, 13, 20)$ $(0, 13, 20)$ $(0, 13, 20)$
Allower         Light Load Factor Film         Statist Statistics         <
Next Allower         Next (1300)         Net (1300)         Net (1000)         Net (1000)         Net
New         1,237         per Mol         No         No         1,237         per Mol         No         1,327         per Mol         No         1,327         No         1,327         No
Name         1,700 l Mcf $\bigcirc$ 0.333 l m Mcf $<$ 0.333 l m Mcf $\odot$ 0.333 l m Mcf $\odot$ 0.333 l m Mcf $\odot$ 0.333 l m Mcf $<$ 0.333 l m Mcf $\odot$ 0.333 l m Mcf $\odot$ 0.333 l m Mcf $\odot$ 0.333 l m Mcf
rts         100         Net         9         17000         Net         9         17330         PerMet         17330         PerMet         17330         PerMet         17330         PerMet         17330         PerMet         17330         PerMet         9         17400         Net         9         17330         PerMet         9         17400         Net         9         17330         PerMet
Find the field fract from the field of the field fract from the field fraction for the field fract from the field
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$
Final Matrix         100 i         Net $0$ 1330 per Met $0$
Fundancies         Distribution         Non         Distribution         Non         Distribution         Non         Transportation           Neur         1,300         Mef $=$ 0.333 $=$ 1.333 $=$ 1.333 $=$ 1.333 $=$ 1.333 $=$ 1.333 $=$ 1.333 $=$ 1.333 $=$ 1.333 $=$ 1.333 $=$ 1.333 $=$ 1.333 $=$ 1.333 $=$ 1.333 $=$ 1.333 $=$ 1.333 $=$ 1.333         =         1.333 $=$
Mrt         (a)         1000         Litrargentation         Distribution         Num         Transportation           Mrt         (b)         0.535         (c)         0.337         (c)         1377         (c)
Net $6$ 1,001 + $51287$ - $51392$ pexMet         Distribution         Distribution         Non         Transportation           Net $6$ $63385$ + $0737$ - $11372$ pexMet $0$ $0$ $05385$ + $0737$ - $11372$ pexMet $0$ Net $6$ $0.4359$ + $0737$ - $11372$ pexMet $0$ $0.4399$ + $0.7237$ - $11325$ per Met           Net $6$ $0.4399$ + $0.7237$ - $0.1239$ + $0.7237$ - $11325$ per Met           Net $6$ $0.4399$ + $0.7237$ - $0.1239$ + $0.7237$ - $11325$ per Met           Net $6$ $0.4399$ + $0.7237$ - $0.1239$ per Met $0.7237$ - $11235$ per Met           Net $6$ $0.4399$ + $0.7237$ - $0.1239$ per Met $0.7237$ - $11235$ per Met           Net $6$ $0.4399$ + $0.7397$ - $0.7337$ per Met $0.7337$ per Met $0.7337$ per Met           Net $6$ $0.4399$ + $0.7387$ per Met $0.7337$ per Met $0.7337$ per Met
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$
Noti         Distribution         Non         Transportation           Net $0.333$ $0.733$ $3.1330$ privid $0.333$ $0.7337$ $3.1933$ Privid         Transportation           Net $0.0433$ $0.7337$ $1.1372$ period $0.333$ $0.0237$ $3.1933$ Period $0.333$ $0.0237$ $3.1933$ Period $0.0333$ $0.0237$ $3.1933$ Period $0.0333$ $0.0334$ $0$
Magn         Contract         Magn         Distribution         Non         Distribution         Non         Transportation           Mef         6         \$10015 $$17305$ \$17305 $$17305$ $$17337$ $$17337$ $$17337$ $$17337$ $$17337$ $$17337$ $$17337$ $$17337$ $$17337$ $$17337$ $$17337$ $$17337$ $$17337$ $$17337$ $$17337$ $$17337$ $$17337$ $$17337$ $$11337$ $$17337$ $$11337$ $$17337$ $$11337$ $$11337$ $$11375$ $$11337$
Magin         Generation         Magin         Connording         Magin         Distribution         Nm         Transportation           Mef $\oplus$ 13.015 +         9.7327         51.3000         per Mef $\oplus$ 11.372         per Mef $\oplus$ 11.332         per Mef $\oplus$ 11.332 <td< td=""></td<>
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$
Stant         Margin         More          More         More
Simple         Non- buggin         Genomotive commondy         Gionals         Gional         Magin         Non- commondity         Transportation           Magin         Commondity         Claarge         Commondity         1.373         1.373         1.974           Mef $0$ 13.88 + 0.933         0.933         1.3273         perfect         0.933         1.3273         perfect         0.933         1.974         1.974           Mef $0$ 0.833         0.933         perfect         0.933         perfect         0.933         perfect         0.9333         perfect         0.93334         perfect
Steptic         None         Good         System Last and Unaccounted pay areaution.         1.9%           Margin         Connelly         Margin         Connelly         Margin         Connelly         Margin         Distribution         Nin         Transportation           Mer         9         04333 $0.0333$ $0.0033$ $0.0333$ $0.00333$ $0.00333$ $0.$
State Magn         Non- Lower         Gos         Lower
Stapic Mode         Non- (1974)         Grass (1974)         Commutity (1974)
Single         Non.         Grass         Single         Non.         Single         Non.         Transportation         19%           Marin         20333 $2.3237$ $2.1327$ $2.1377$ $2.1377$ $2.1976$ $1.9%$ Marin $2.0333$ $2.3237$ $2.1377$ $2.1377$ $2.1372$ $2.1375$ $1.9%$ Extertial $0.0333$
Intercentse:         10%           System Losi and Unicentration         Note: Consider Mark         10%           Note:         0         0.0335         0.7327         0.1337         0.1337         0.10%           Net:         0         0.0335         0.7327         0.1377         point         0.0333         0.7327         0.1335         0.1335         0.1335         0.1335         0.1335         0.1335         0.1335         0.1335         0.1335         0.1335         0.1335         0.1335         0.1335         0.1335         0.1335         0.1335         0.1335
Large frammeric       Distribution       Mon       Distribut
Image       10%       The General Transportation for the T-2 and T-4 for each weight $N_{\rm Her}$ 10%         Signific Nons       Nons       1.33       1.33       1.37       1.41       <
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$
Tarper formation         19%         19%         19%         19%           Experiences         Single         Nuns         Gen         19%         19%           Kerf         6         31301 + 0.0231 + 0.0231 + 0.0231 + 0.1237 + 0.1137 per Net         1.9%         1.9%           Kerf         9         31301 + 0.0231 + 0.1237 + 0.1137 per Net         1.137 per Net         1.9%           Kerf         9         0.0333 + 0.2331 + 0.1337 per Net         1.137 per Net         1.137 per Net         1.137 per Net           Merf         9         0.0333 + 0.2331 + 0.1312 per Net         1.137 per Net         1.137 per Net         1.137 per Net           Merf         9         0.0335 + 0.0131 + 0.0131 + 0.0131 per Net         0.0100 + 0.0237 + 0.1312 per Net         1.133 per Net           Merf         0         0.0100 + 0.0200 + 0.0131 + 0.0131 per Net         0.0213 + 0.0131 per Net         0.0133 per Net         0.0237 per Net         1.133 per Net           Merf         0         0.0130 + 0.013 + 0.0131 per Net         0.0130 per Net         0.0237 per Net         1.133 per Net         0.0037 per Net           Merf         0         0.0100 + 0.0130 per Net         0.0100 + 0.0130 per Net         0.0130 per Net         0.0130 per Net         0.0131 per Net           Merf         0         0.
The General Transportation Rate T-3 and T-4) for each weight $R_{10}$ . Not the form the structure service extransportation Rate T-3 and T-4) for each weight $R_{10}$ . Not the form the structure service extransportation Rate T-3 and T-4) for each weight $R_{10}$ . Not the form $R_{10}$ is service (faces T-3 and T-4) for each weight $R_{10}$ . So that $R_{10}$ is service extransportation Rate T-3 and T-4) for each weight $R_{10}$ . So that $R_{10}$ is service extransportation Rate T-3 and T-4) for each weight $R_{10}$ . So that $R_{11}$ is service (faces T-3 and T-4) for each weight $R_{10}$ is service extransportation Rate T-3 and T-4) for each weight $R_{10}$ . So that $R_{10}$ is service (faces T-3 and T-4) for each weight $R_{11}$ is structured form $R_{11}$ . Transportation $R_{11}$ is structured $R_{11}$ is structured $R_{11}$ is structured $R_{11}$ . So that $R_{11}$ is structured $R_{11}$ is structured $R_{11}$ is structured $R_{11}$ is structured $R_{11}$ . So that $R_{11}$ is structured
Let operative       10%       Constraint       10%       Constraint       1.9%       1.9%         Margin       Margin       Constraint       Margin       Constraint       1.9%       1.9%         Margin       Single       Nois       Constraint       Margin       Constraint       1.9%         Margin       Constraint       Margin       Statut       Stat
The General Transportation Rate 12 and T-4) for each transportation Rate 12
and failed       Constrained         The Green IT Transportation Karvite (Tar)       Constrained         State       Note:       Constrained         More       (137)       (137)         State       Note:       Constrained         More       (137)       (137)       (137)       (137)         State (130)       Note:       (137)       (
$T_{12}$ and Character Start Character Start To and T and
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$
T 2 Lan Concept Service (Later T. 3 and T. 3) for each and the cash an
T 1 and Canage Servic (fatar T.1 and T.1) for each and the factor of th
$ \begin{array}{c cccc} 1.3 \text{ and for constraints} \\ \hline 1.3 \text{ constraints} \\ \hline 1.3  co$
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $
Terms 5401000         WYSTRIAK RENTICIN CASE CONTIANS           Terms 5401000           To a constant set of the contraction fract T and the T 2 and T and
Careford Software         Careford Software         Contraction (Contraction (Co
WESTRANC KINTY CAN COLLANY         Constrained starting Service (Rates 17.3 and 17.4) for each cannot by rate is a follows:         Constrained to the colspan="2">(Service (Rates 17.3 and 17.4) for each cannot by rate is a follows:         Starting Service (Rates 17.3 and 17.3) for each cannot by rate is a follows:         Starting Service (Rates 17.3 and 17.3) for each cannot by rate is a follows:         Starting Service (Rates 17.3 and 17.3) for each cannot by rate is a follows:         Starting Service (Rates 17.3 and 17.3) for each cannot by rate is a follows:         Starting Service (Rates 17.3 and 17.3) for each cannot by rate is a follows:         Starting Service (Rates 17.3 and 17.3) for each cannot by rate is a follows:         Starting Service (Rates 17.3 and 17.3) for each cannot by rate is a follows:         Starting Service (Rates 17.3 and 17.3) for each cannot by rate is a follows:         Starting Service (Rates 17.3 and 17.3) for each cannot by rate is a follows:         Starting Service (Rates 17.3 and 17.3) for each cannot by rate is a follows:         Starting Service (Rates 17.3 and 17.3) for each cannot cannot by rate is a follows:         Starting Service (Rates 17.3 and 17.3) for each cannot ca
$ \begin{array}{c} \label{eq:constraints} \\ \hline Current (First Network) \\ \hline First Network) \\ \hline Current (First Network) \\ \hline Curr$
Current Transportation (Jestion 64/Confige Constraints 64/Confige Constraints 64/Confige Constraints 64/Confige Constraints 64/Confige Constraints 64/Confige Constraints 73 and 1-3) for each constraints 13 and 1-3) for each constraints 12 and 1-30 for each constraints 12 an
Current Transmotion and Carringe         WAST RIAN KENTUCEN GAAC CONTANY           F13 and Carringe         Low         Current Transmotion and Carringe Service (Itars F1.3 and T-1) for each respective event or nonlyly rate is a follows:           F13 and Carringe Service (Itars F1.3 and T-1) for each respective event or nonlyly rate is a follows:         L9%           F13 and Carringe Service (Itars F1.3 and T-1) for each respective event or nonlyly rate is a follows:         L9%           F14 and Carringe Service (Itars F1.3 and T-1) for each respective event or nonlyly rate is a follows:         L9%           Kert (B)         6.0000         1.1372           Mage         0.0000         1.1372           Mage         0.0000         1.1372           Marci         (0.0014)         Marci         (0.0134)           Marci         0.0000         1.1372         (0.0144)           Marci         0.0000         1.1372         (0.0144)           Marci         0.0000         1.1372         (0.0144)         1.1373           Marci         0.0000         1.1372         (0.0144)         1.1373           Marci         0.0000         1.1372         (0.0144)         1.1373         (0.0144)           Marci         0.0000         1.1373         1.1373         1.13730         (0.0144)
Current Transportation and Contraga         WEST Trans NET TO Constitution and Contraga         Current Rate Sontroc (Rate 7:1 and T-1) for each Transportation (Lat T-2 and Crange Service (Rate 7:1 and T-1) for each Transportation (Lat T-2 and Crange Service (Rate 7:1 and T-1) for each Transportation (Lat T-2 and Crange Service (Rate 7:1 and T-1) for each Transportation (Lat T-2 and Crange Service (Rate 7:1 and T-1) for each Transportation (Lat T-2 and Crange Service (Rate 7:1 and T-1) for each Transportation (Lat T-2 and Crange Service (Rate 7:1 and T-1) for each Transportation (Lat T-2 and Crange Service (Rate 7:1 and T-1) for each Transportation (Lat T-2 and Crange Service (Rate 7:1 and T-1) for each Transportation (Lat T-2 and Crange Service (Rate 7:1 and T-1) for each Transportation (Lat T-2 and Crange Service (Rate 7:1 and T-1) for each Transportation (Lat T-2 and Crange Service (Rate 7:1 and T-1) for each Transportation (Lat T-2 and Crange Service (Rate 7:1 and T-2
Current Transmotion and Cartilys         Current Intercontinue and Cartilys         Current Intercontinue and Cartilys           11 June         1 June         1 June         Current Interconting Service (Haar 71 and 17-1) for each Transportations           1 pain         1 June         1 June         Current Interconting Service (Haar 71 and 17-1) for each Transportations           1 pain         1 June         1 June         1 June         1 June           1 pain         1 June         1 June         1 June         1 June           1 pain         1 June         1 June         1 June         1 June           1 pain         1 June         1 June         1 June         1 June           1 pain         1 June         1 June         1 June         1 June         1 June           1 pain         1 June         1 June         1 June         1 June         1 June           1 pain         1 June         1 June         1 June         1 June         1 June           1 pain         1 June         1 June         1 June         1 June         1 June           1 pain         1 June         1 June         1 June         1 June         1 June           1 pain         1 June         1 June         1 June         1 June
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$
$ \begin{array}{c cccc} \hline Current Transportation and Garrings Service (Table ST - 1 M - 1$
mit Transportation         Main Curring Curring Curring Curring Service (Lates T-3 and T-4) for each object of curring Service (Lates T-4) and T-4) for each object of curring Service (Lates T-4) and T-4) for each object of curring Service (Lates T-4) and T-4) for each object of curring Service (Lates T-4) and T-4) for each object of curring Service (Lates T-4) and T-4) for each object of curring Service (Lates T-4) and T-4) for each object of curring Service (Lates T-4) and T-4) for each object of curring Service (Lates T-4) and T-4) for each object of curring Service (Lates T-4) and T-4) for each object of curring Service (Lates T-4) and T-4) for each object of curring Service (Lates T-4) and T-4) for each object of curring Service (Late
Control Rest Name         Current Data (Extribution)         Current Data (Extribution)         Current Data (Extribution)           Control Rest 7.3 and 7.1 () for each Control Rest 7.3 and 7.1 () for each Control Rest 7.3 and 7.1 () for each May         Use (Extribution)         Current Data (Extribution)         Universe           Control Rest 7.3 and 7.1 () for each May         Lower         Data (Extribution)         Current Data (Extribution)         Data (Extribution)           Extribution         Lower         Data (Extribution)         Data (Extribution)         Data (Extribution)         Data (Extribution)           Extribution         Lower         Data (Extribution)         Data (Extribution)         Data (Extribution)         Data (Extribution)         Data (Extribution)           Extribution         Lower         Data (Extribution)         Num         System Levi (Extribution)         Data (Extribution)
Control Rest Name         Current Data (Extribution)         Current Data (Extribution)         Current Data (Extribution)           Control Rest 7.3 and 7.1 () for each Control Rest 7.3 and 7.1 () for each Control Rest 7.3 and 7.1 () for each May         Use (Extribution)         Current Data (Extribution)         Universe           Control Rest 7.3 and 7.1 () for each May         Lower         Data (Extribution)         Current Data (Extribution)         Data (Extribution)           Extribution         Lower         Data (Extribution)         Data (Extribution)         Data (Extribution)         Data (Extribution)           Extribution         Lower         Data (Extribution)         Data (Extribution)         Data (Extribution)         Data (Extribution)         Data (Extribution)           Extribution         Lower         Data (Extribution)         Num         System Levi (Extribution)         Data (Extribution)
Control Rest Name         Current Data (Extribution)         Current Data (Extribution)         Current Data (Extribution)           Control Rest 7.3 and 7.1 () for each Control Rest 7.3 and 7.1 () for each Control Rest 7.3 and 7.1 () for each May         Use (Extribution)         Current Data (Extribution)         Universe           Control Rest 7.3 and 7.1 () for each May         Lower         Data (Extribution)         Current Data (Extribution)         Data (Extribution)           Extribution         Lower         Data (Extribution)         Data (Extribution)         Data (Extribution)         Data (Extribution)           Extribution         Lower         Data (Extribution)         Data (Extribution)         Data (Extribution)         Data (Extribution)         Data (Extribution)           Extribution         Lower         Data (Extribution)         Num         System Levi (Extribution)         Data (Extribution)
Control Restriction         Current Data Rest (2) (1) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2
Interference of the state of the
Off Transportation and Garingly Carefield Sciences         Nervention Strict Contractor         Nervention Strict Contractor           Carefield Sciences         1.9%         Nervention Strict Contractor         Nervention Strict Contractor         1.9%           Carefield Sciences         0.033         0.033         0.033         0.033         0.033         1.17%         1.9%           Carefield Sciences         0.033         0.033         0.033         0.033         0.033         1.17%         1.9%           Carefield Sciences         0.033         0.033         0.033         0.033         1.11%         1.11%         1.11%         1.11%           Carefield Sciences         0.033         0.033         0.033         0.033         1.11%         1.11
Mit Transportation and Calvinge         Nerveitable Science         Nerveitable Science         Nerveitable Science $\overline{carelity} Science         1.0%         VISTFIAK KINTUCKVCASCONTOMAN         Nerveitable Science         Nerveitable Science           \overline{carelity} Science         1.0%         Nerveitable Science         Nerveitable Science         Nerveitable Science           \overline{carelity} Science         0.001         0.001         Mit Transportation         Nerveitable Science           \overline{carelity} Science         0.001         0.001         Mit Transportation         Nerveitable Science           \overline{carelity} Science         0.001         0.001         1.137         Nerveitable Science         Nerveitable Science           \overline{carelity} Science         0.001         1.137         Nerveitable Science         Nerveitable Science         Nerveitable Science         Nerveitable Science         Nerveitable Science         Nerveitable Science           \overline{carelity} Science         0.0131         2.0131         Nerveitable Science         Nerveitable Science         Nerveitable Science         Nerveitable Science           \overline{carelity} Science         0.0131         2.0300         Nerveitable Science         Nerveitable Science         Nerveitable Science         Nerveitable Science         Nerveitable Science         Nerveitable Science           <$
Initial production and Cardingle         Next clusters in the solution of Cardingle         Next clusters         Nex
Mit Transportation and Carringle         Nextention SILET To 6, 6           Mit Transportation and Carringle         Careform Size (Name)         Security (Name)           Careform Size (Name)         Careform Size (Name)         Security (Name)           Careform Size (Name)         Careform Size (Name)         Careform Size (Name)           Careform Size (Name)         Careform Size (Name)         Careform Size (Name)         Security (Name)           Careform Size (Name)         Careform Size (Name)         Careform Size (Name)         Careform Size (Name)         Security (Name)           Size (Name)         Careform Size (Name)         Careform Size (Name)         Careform Size (Name)         Distribution         Name         Distribution         Distribution         Name         Distribution         Distribution <thdistribution< th="">         Distribution</thdistribution<>
Officiential Structure         Securities Structure         Securities Structure Structure         Securities Structure Structure         Securities Structure
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $
Officiential Structure         Securities Structure         Securities Structure Structure         Securities Structure Structure         Securities Structure
Officiential Structure         Securities Structure         Securities Structure Structure         Securities Structure Structure         Securities Structure
Officiential Structure         Securities Structure         Securities Structure Structure         Securities Structure Structure         Securities Structure
Officiential Structure         Securities Structure         Securities Structure Structure         Securities Structure Structure         Securities Structure
Officiential Structure         Securities Structure         Securities Structure Structure         Securities Structure Structure         Securities Structure
Officiential Structure         Securities Structure         Securities Structure Structure         Securities Structure Structure         Securities Structure
Officiential Structure         Securities Structure         Securities Structure Structure         Securities Structure Structure         Securities Structure
Officiential Structure         Securities Structure         Securities Structure Structure         Securities Structure Structure         Securities Structure
Officiential Structure         Securities Structure         Securities Structure Structure         Securities Structure Structure         Securities Structure
Officiential Structure         Securities Structure         Securities Structure Structure         Securities Structure Structure         Securities Structure
Officiential Structure         Securities Structure         Securities Structure Structure         Securities Structure Structure         Securities Structure
Officiential Structure         Securities Structure         Securities Structure Structure         Securities Structure Structure         Securities Structure
Officiential Structure         Securities Structure         Securities Structure Structure         Securities Structure Structure         Securities Structure

.

Present

: • ..

.

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SHEET No. 11 Cancelling First Revised SHEET No. 11

Ň	WESTERN KENTUCKY GAS COMPANY	GAS COMPANY
		General Firm Sales Service Rate G-1
	1. Applicable	
	Entire Service Area of the Company. (See list of towns – Sheet No. 3)	a of the Company. Sheet No. 3)
7	2. Availability of Service	vice
· · · · · · · · · · · · · · · · · · ·	Available for any u (except for hospita however, the rated all other gas burnin locations where su adequate supply of Company.	Available for any use for individually metered service, other than auxiliary or standby service (except for hospitals or other uses of natural gas in facilities requiring emergency power, however, the rated input to such emergency power generators is not to exceed the rated input of all other gas burning equipment otherwise connected multiplied by a factor equal to 0.15) at locations where suitable service is available from the existing distribution system and an adequate supply of gas to reader service is assured by the supplier(s) of natural gas to the Company.
~	3. Net Monthly Rate	
	a) Base Charge \$ 5.10 per \$13.60 per	rge per meter for residential service per meter for non-residential service
	b) Commodity Charge First <sup>1</sup> 300 M Next <sup>1</sup> 14,700 M Over 15,000 M	y Charge 300 Mcf @ <b>54</b> .4946 per 1,000 cubic feet 14,700 Mcf @ <b>3.9916 per 1,000 cubic feet</b> 15,000 Mcf @ <b>3.8416 per 1,000 cubic feet</b>
	c) Gas Cost Ad	Gas Cost Adjustment (GCA) Rider
	<ul> <li>All gas consum factor, interrupti requirement of 1</li> </ul>	All gas consumed by the customer (Sales, Transportation, and Carriage; firm, high, load factor, interruptible) will be considered for the purpose of determining whether the volume requirement of 15,000 Mcf has been achieved.
] S	ISSUED: October 2, 1995	EFFECTIVE: March 1, 1996
(1s:	(Issued by Authority of an Ord	(Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20, 1995.)
S	<b>ISSUED BY: Lcc Allen Everett</b>	verett Vice President - Rates & Regulatory Affairs

ţ

Proposed

FOR ENTIRE SECTE AREA P.S.C. NO. 20 Third Revised SHEET No. 11 Cancelling Second Revised SHEET No. 11

WESTERN KENTUCKY GAS COMPANY

· · ·	App Entin See (See (See (See (exco how how how how	Applicable Entire Service Area of t (See list of towns - She Availability of Service Available for any use f (except for hospitals of however, the rated input all other gas burning of locations where suitab	Applicable Applicable Entire Service Area of the Company. (See list of towns – Sheet No. 3) Availability of Service Available for any use for individual (except for hospitals or other uses however, the rated input to such emet all other gas burning equipment oth locations where suitable service is	Gene mpany. 3) 3) 1) 1) 1) 1) 1) 1) 1) 1) 1) 1) 1) 1) 1)	General Firm Sales Service         Rate G-1         Applicable         Entire Service Area of the Company.         Entire Service Area of the Company.         (See list of towns – Sheet No. 3)         Availability of Service         Availability of Service         Available for any use for individually metered service, other than auxiliary or standby for however, the rated input to such emergency power generators is not to exceed the rated i all other gas burning equipment otherwise connected multiplied by a factor equal to (locations where suitable service is available from the existing distribution system	General Firm Sales Service         Rate G:-1         Applicable         Entire Service Area of the Company.         Entire Service Area of the Company.         (See list of towns – Sheet No. 3)         Availability of Service         Available for any use for individually metered service, other than auxiliary or standby service         (except for hospitals or other uses of natural gas in facilities requiring emergency power, however, the rated input to such emergency power generators is not to exceed the raked input of all other gas burning equipment otherwise connected multiplied by a factor equal to 0.15) at locations where suitable service is available from the existing distribution system and an
÷	adeq Com Net I	adequate supply of Company. Net Monthly Rate	y of gas to re tate	ader se	rvicė is assured by the su	adequate supply of gas to reader service is assured by the supplier(s) of natural gas to the Company. Net Monthly Rate
	(e	Base Charge \$ 9.00 per \$24.00 per	arge per meter for residential service per meter for non-residential ser	residen non-re	ge per meter for residential service per meter for non-residential service	
	ঀ	Distribut First <sup>1</sup> Next <sup>1</sup> Over	Distribution Charge First <sup>1</sup> 300 Mcf Next <sup>1</sup> 14,700 Mcf Over 15,000 Mcf	666	<b>\$1.2000 per 1,000 cubic feet</b> <b>0.6946 per 1,000 cubic feet</b> <b>0.4299 per 1,000 cubic feet</b>	<u>इ</u> इ इ
	c)	Wcather	Wcather Normalization Adjustment	i Adjust	ment	
	(p	Gas Cost	Gas Cost Adjustment (GCA) Rider	GCA) R	ider	•
	c)	Margin I	Margin Loss Recovery Rider	Rider	·	
	- - 2	Il gas con: nctor, interr equirement	All gas consumed by the customer (Sales, 1 factor, interruptible) will be considered for th requirement of 15,000 Mcf has been achieved.	custom ec consi has bee	er (Sales, Transportation, Jered for the purpose of de n achieved.	All gas consumed by the customer (Sales, Transportation, and Carriage; firm, high, load factor, interruptible) will be considered for the purpose of determining whether the volume requirement of 15,000 Mcf has been achieved.
SSI	JED: A	ISSUED: May 28, 1999	6		13	EFFECTIVE: July 1, 1999

.

**ISSUED BY: William J. Senter** 

Vice President - Rates & Regulatory Affairs

7

886 888 2 E 2

٠	
	<u> </u>
	Ð
	S
•	Ö
	<u> </u>
-	Δ.

ł

Ľ L	Present For ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 12 Cancelling Original SHEET No. 12		Proposed FOR ENTIRE SECTE AREA P.S.C. NO. 20 Second Revised SHEET No. 12 Cancelling First Revised SHEET No. 12	
WE	WESTERN KENTUCKY GAS COMPANY	• .	WESTERN KENTUCKY GAS COMPANY	
Ŀ	General Firm Sales Service Rate G-1		General Firm Sales Service Rate G-1	
4	Net Monthly Bill		4. Net Monthly Bill	
	The Net Monthly Bill shall be equal to the sum of the Base Charge, Commodity Charge, and adjustments under the Gas Cost Adjustment (GCA) Rider.		The Net Monthly Bill shall be equal to the sum of the Base Charge, Distribution Charge, the Gas Cost Adjustment (GCA) Rider, and other riders applicable by class of service.	Ε
vi	Minimum Monthly Bill	•.	5. Minimum Monthly Bill	
	a) The Base Charge plus any High Load Factor (HLF) demand charge. (T)		The Base Charge plus any High Load Factor (HLF) demand charge, if applicable.	(I.D)
	b) In addition to the minimum monthly charge, customers assigned seasonal volumes under the Company's Curtailment Plan will be billed a minimum seasonal charge equal to 80% of their Adjusted Seasonal Volumes times the last step in the rate.		6. <u>Service Period</u> Open order. However, the Company may require a special written contract for large use or	
	c) The minimum bill requirements will be adjusted to make allowance for any time that gas was not available, and for any causes due to force majeure, which includes acts of God, strikes, lockouts, civil commotion, rios and fires. Voluntary reductions in a customer's base period volumes for a season will be accepted upon application by the customer no later than 30 days prior to the beginning of the season in which the reduction is desired. The reduction will be eliminated for the following season unless a continuance of the reduction is requested by the customer in writing 30 days before the beginning of the mext season.	: ·	aonormal service requirements. This contract shall include provisions for an initiations and for curtailment or interruptions as necessary, at the discretion of the Company, to prevent the load adversely affecting firm service customers in the area.	
	To the extent that a voluntary reduction for a winter season is continued in the following winter season the reduction will be made permanent for winter seasons.			
	To the extent that a voluntary reduction for a summer season is continued in the following summer season the reduction will be made permanent for summer seasons.			
ف	Service Period			
	Open order. However, the Company may require a special written contract for large use or abnormal service requirements. This contract shall include provisions for load limitations and for curtailment or interruptions as necessary, at the discretion of the Company, to prevent the load adversely affecting firm service customers in the area.			
ISSI	ISSUED: October 2, 1995 (Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20, 1995.)		ISSUED: May 28, 1999 EFFECTIVE: July 1, 1999	
ISSI	ISSUED BY: Lee Allen Everett Vice President – Rates & Regulatory Affairs		ISSUED BY: William J. Senter Vice President – Rates & Regulatory Affairs	

.

۰.

		FOR ENTIRE SERVICE. AND TEXTURE NO. 13       FOR ENTIRE SERVICE. AND TEXTURE NO. 13         WISTERN KENTUCKY CAS CONTANY       Original SILET No. 13         WISTERN KENTUCKY CAS CONTANY       Original SILET No. 13         WISTERN KENTUCKY CAS CONTANY       Original SILET No. 13         T. Late Payment Charge       Text Reveals SILET No. 13         T. Late Payment Charge       Corrent Part States States of the due due shown on the marked sile states of the contant of the states of the due due shown on the payment received on upped pendity charges shall not be reasced on upped pendity charges.       No. 1         R.       Rate Cal       No. 10       No. 10       No. 10         Service furnished materia       Rate Cal       No. 10       No. 10       No. 10         R.       Rate Cal       Rate Cal       No. 10       No. 10       No. 10         R.       Rate Cal       No. 10       No. 10       No. 10       No. 10         R.       Rate Cal       No. 10       No. 10       No. 10       No. 10         R.       Rate Cal       No. 10       No. 10       No. 10       No. 10         R.       Rate Cal       No. 10       No. 10       No. 10       No. 10         R.       Rate Cal       Rate Cal       No. 10       No. 10       No. 10         Re	Proposed First Revised SHET No. 13 Cancelling Original SHEET No. 13	(First Substitute) (First Substitute)	General Firm Sales Service Rate G-1	Late Payment Charge	A penalty may be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The penalty may be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for services rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.	Premises Charge	New residential service connections on and after January 1, 2001 hereunder are subject to the Premises Charge described on Tariff Sheet No. 67.	Rules and Regulations (T)	Service furnished under this schedule is subject to the Company's Rules and Regulations and to applicable rate and rider schedules.								ISSUED: May 28, 1999 EFFECTIVE: July 1, 1999
--	--	--	--	---------------------------------------	--	---------------------	---	-----------------	---	---------------------------	---	--	--	--	--	--	--	--	---

ŧ

										(N)		,					
FOR ENTIRE S P.S.C. NO Second Revised SHEET No. 15 Cancelling First Revised SHEET No. 15		Interruntible Safes Service	Rate G-2				Available on an individually metered service basis to commercial and industrial customers for any use as approved by the Company on a strictly interruptible basis, subject to suitable service being available from the existing transmission and/or distribution facilities and when an adequate supply of gas is available to the Company under its purchase contracts with its pipeline supplier.	The supply of gas provided for herein shall be sold primarily on an interruptible basis, however, in certain cases and under certain conditions the contract may include High Priority service to be billed under "General Sales Service Rate G-1" limited to use and volume which, in the Company's judgement, requires and justifies such combination service.	The contract for service under this rate schedule shall include interruptible service or a combination of High Priority service and Interruptible service, however, the Company reserves the right to limit the volume of High Priority service available to any one customer.		The volume of gas to be sold and purchases under this rate schedule shall be set forth in a written contract, specifying a maximum daily interruptible sales service volume and shall be subject to revision in accordance with the Company's approved curtailment plan.		-	EFFECTIVE: July I, 1999	Vice President – Rates & Regulatory Affairs	· ·	
Proposed	WESTERN KENTUCKY GAS COMPANY			1. <u>Applicable</u>	Entire Service Area of the Company. (See list of towns – Sheet No. 3)	2. Availability of Service	<ul> <li>a) Available on an individually meter for any use as approved by the suitable service being available froi and when an adequate supply of contracts with its pipeline supplier.</li> </ul>	b) The supply of gas provided f however, in certain cases and Priority service to be billed u volume which, in the Comp service.	<li>c) The contract for service unde combination of High Priority reserves the right to limit th customer.</li>	3. Delivery Volumes	a) The volume of gas to be sold a written contract, specifying a 1 be subject to revision in accord			ISSUED: May 28, 1999	ISSUED BY: William J. Senter		
		<b>ــ</b> ـ	- <b>II</b>						·		·.			<u>v</u>	SI		
•				×			· · · · · · · · · · · · · · · · · · ·						·				
FOR ENTIRE SERVICE AIREA P.S.C. NO. 20 First Revised SHEET No. 15 Cancelling Original SHEET No. 15	WESTERN KENTUCKY GAS COMPANY	Interruptible Sales Service	Rate G-2	Applicable	Entire Scrvice Area of the Company. (See list of towns – Sheet No. 3)	Availability of Service	Available on an individually metered service basis to commercial and industrial customers (T) for any use as approved by the Company on a strictly interruptible basis, subject to suitable service being available from the existing transmission and/or distribution facilities and when an adequate supply of gas is available to the Company under its purchase contracts with its pipeline supplier.	The supply of gas provided for herein shall be sold primarily on an interruptible basis, however, in certain cases and under certain conditions the contract may include High Priority service to be billed under "General Sales Service Rate G-1" limited to use and volume which, in the Company's judgement, requires and justifies such combination service.	The contract for service under this rate schedule shall include interruptible service or a combination of High Priority service and Interruptible service, however, the Company reserves the right to limit the volume of High Priority service available to any one customer.	Delivery Volumes	The volume of gas to be sold and purchases under this rate schedule and the related contact shall be established on a daily, monthly and seasonal basis and shall be subject to revision in accordance with the Company's approved curtailment plan.			ISSUED: October 2, 1995 (Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20, 1995.)	ISSUED BY: Lee Allen Everett Vice President – Rates & Regulatory Affairs		
Presen	/ESTERN			1. <u>∆pp</u>	Enti. (See	2. <u>Avai</u>	(e	વ	c)	3. Deliv	(e			SUED: C sued by Au	SUED BY		
<u>م</u>	3	$\Box$				14				- <del></del>	,			IS: (Iss	S		

.

.

P.S.C. NO. 20 First Revised SHEET No. 16 Cancelling Original SHEET No. 16	16	Proposed	osed	FOR ENTIRE SECTICE AREA P.S.C. NO. 20 Second Revised SHEET No. 16 Concelling
WESTERN KENTUCKY GAS COMPANY				First Revised SHEET No. 16
Interruptible Sales Service		WESTERN KENTUCKY GAS COMPANY	Y GAS COMPANY	
Rate (-2			Interruptible Sales Service	ce
b) Ilieh Priority Scryice			Rate G-2	
	igated to sions of	b) <u>Iligh Priority Service</u> The volume for Iligh Contract Demand bas deliver and which the	High Priority Service The volume for High Priority service shall be established on a High Priority Daily Contract Demand basis which shall be the maximum quantity the Company is obligated to deliver and which the eustomer may receive in any one day, subject to other provisions of	Jished on a High Priority Daily m quantity the Company is obligated to one day. subject to other provisions of
c) Interruptible Service The volume for Interruptible service shall be established on an Interruptible Daily Contract Demand basis which shall be the maximum quantity the Company is obligated to deliver and which the customer may receive subject to other provisions of this rate schedule and the related contract.	igated to	this rate schedule and c) <u>Interruptible Service</u> The volume for Inter Contract Demand ba deliver and which the	this rate schedule and the related contract. Interruptible Service The volume for Interruptible service shall be established on an Interruptible Daily Contract Demand basis which shall be the maximum quantity the Company is obligated to deliver and which the eustomer may receive subject to other provisions of this rate	ished on an Interruptible Daily m quantity the Company is obligated to t to other provisions of this fate
d) Revision of Delivery Volumes		schedule an	schedule and the related contract.	
	and for h the to any h	d) Revision of The Daily ( Interuptibl customer's anticipated obligations availability	Revision of Delivery Volumes The Daily Contract Demand for High Priority service and the Daily Contract Demand for Interruptible service shall be subject to revision as necessary so as to coincide with the customer's normal operating conditions and actual load with consideration given to any anticipated changes in customer's utilization, subject to the Company's contractual obligations with other customers of its suppliers, and subject to system capacity and availability of the oras if an increased volume is involved	ice and the Daily Contract Demand for necessary so as to coincide with the load with consideration given to any d to the Company's contractual a subject to system capacity and alved
4. Net Monthly Rate				
a) Base Charge: \$150.00 per delivery point per month Minimum Charge: The Base Charge plus any Transportation Fee and EFM facilities charge	rd EFM (1)	<ol> <li>A. Net Monthly Rate</li> <li>a) Base Charge: Minimum Ch</li> </ol>	\$250.00 The Boost	per delivery point per month
b) Commodity Charge			facilities ch	any manyonanon rec and crim
High Priority Service		b) Distribution Charge:	n Charge:	<u>上</u>
The volume of gas used each day up to, but not exceeding the effective High Priority Daily Contract Demand shall be totaled for the month and billed at the "General Firm Sales Service Rate G-1".	gh Priority sneral Firm	High Priority Service The volume of gas u Daily Contract Dema Sales Service Rate G-	High Priority Service The volume of gas used each day up to, but not exceeding the effective High Priority Daily Contract Demand shall be totaled for the month and billed at the "General Firm Sales Service Rate G-1"	exceeding the effective High Priority nonth and billed at the "General Firm
ISSUED: October 2, 1995 EFFECTIVE: November 1, 1995	1995			
(Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20, 1995.)		ISSUED: May 28, 1999		EFFECTIVE: July 1, 1999
ISSUED BV: Lee Allen Everett Vice President – Rates & Regulatory Affairs				Constraints of the second s
		ISSUED BY: William J. Senter		Vice President – Rates & Regulatory Allairs

- .

-

FOR ENTIRE SERVICE AREA

ISSUED: October 2, 1995 EFFECTIVE: November 1, 1995 ISSUED: May 28, 1999 FEFECTIVE: July 1, 1999 (Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20, 1995) ISSUED BY: Lee Allen Everett Vice President – Rates & Regulatory Affairs ISSUED BY: Lee Allen Everett Vice President – Rates & Regulatory Affairs	1995 ISSUED: May 28, 1999 ISSUED BY: William J. Senter	Intermediate       For the series of the content of the content of the series of the content of the seris of the content of the seris of the content o	Proposed       Interruptible Said         NESTERN KENTUCKV GAS COMPANY       Interruptible Said         Rate G2       Interruptible Said         Rate G2       Gas used per month in excess of the High P         Gas used per month in excess of the High P       0.3301 per 1,000         C)       Gas Cost Adjustment (GCA) Rider         d)       Margin Loss Recovery Rider         d)       Margin Loss Recovery Rider         d)       Margin Loss Recovery Rider         falt gas consumed by the customer (Sales, J         falt gas consumed by the customer (Sales, J	Proposed     FOR FATTRE State Contract       Part Revised SITEET No. 17     Test Revised SITEET No. 17       Interruptible Safes Service     Concelling       Interruptible Safes Service     (1)       On the Cost Adjustment (GCA) Rider     (2)       Margin Loss Recovery Rider     (2)       Margin Loss Recovery Rider     (2)       All gas consumed by the customer (Safes, Transportation, and Carriage; firm, high, load       Rector, interruptible Safes for the bounder of the purpose of determining whether the volume	
ISSUED: May 28, 1999 ISSUED BY: William J. Senter	ISSUED BY: William J. Senter	EEEECTIVE. Manadas I		14 Internet of the second s	
Vice President – Rates & Regulatory Affairs ISSUED BY: William J. Senter	Vice President – Rates & Regulatory Affairs ISSUED BY: William J. Senter		ISSUED: May 28, 1999	EFFECTIVE: July 1, 1999	
		: Lee Allen Everett Vice President – Rates & Regulatory Affairs	ISSUED BY: William J. Senter	Vice President – Rates & Regulatory Affairs	

ŧ

Present

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Original SHEET No. 18 Cancelling P. S. C. No. 19 First Revised SHEFT No. 7

Proposed

.

First Revised SILET No. 7         WESTERN KENTUCKY GAS COMPANY         WESTERN KENTUCKY GAS COMPANY         The minimum bill requirement will be adjusted to make allowance for any time that gas was not available, and for any causes due to force majeure, which includes acts of God. strikes, lockouts, civil commotion, riots and fires. Voluntary reductions in a customer no later than 30 days prior to the beginning of the scason in which the reduction is desired. The reduction is requested by the customer in writing in 30	5	First Revised SHEET No. 18         Cancelling         Cancelling         Original SHEET No. 18         Cancelling         Original SHEET No. 18         Standby or Auxiliary Equipment and Fuel         It shall be the responsibility of the customer to provide and maintain such stand-by, auxiliary equipments and best interest and to assure continuous operation during any period of interruption of gas deliveries.         6.       Alternative Fuel Resonsive Flex Provision	o. 18 18 .
<ul> <li>days before the beginning of the next season.</li> <li>To the extent that a voluntary reduction for a winter season is continued in the following winter season the reduction will be made permanent for winter seasons.</li> <li>To the extent that a voluntary reduction for a summer season is continued in the following summer season the reduction will be made permanent for summer seasons.</li> <li>Standby or Auxiliary Equipment and Fuel</li> </ul>	· · · · · ·	Notwithstanding any other provision of this tariff, the Company may, periodically, flex the otherwise applicable rate on a customer specific basis if, a customer presents sufficient reliable and persuasive information to satisfactorily prove to the Company that alternative fuel, usable by the customer's facility, is readily available, in both advantageous price and adequate quantity, to completely or materially displace the gas service that would otherwise be facilitated by this tariff. The customer shall submit the appropriate information by affidavit on a form on file with the Commission and provided by the Company. The Company may require additional information to evaluate the merit of the flex request.	<ul> <li>Periodically, flex the ssents sufficient reliable alternative fuel, usable us price and adequate othervise be facilitated affidavit on a form on may require additional te transportation rate to</li> </ul>
<ul> <li>It shall be the responsibility of the customer to provide and maintain such stand-by, auxiliary equipment and fuel, as the customer may, in its discretion, require to protect its fuel requirements and best interest and to assure continuous operation during any period of interruption of gas deliveries.</li> <li>6. <u>Penalty for Unauthorized Overruns</u></li> <li>a) In the event a customer fails in part or in whole to comply with a Company Curtailment Order either as to time or volume of gas used or uses a greater quantity of gas than its daily contract demand or a quantity in excess of any temporary authorized gas so used at the rate of \$15.00 per Mecf. Billing of this penalty shall be made within 90 days of the date of the violation and shall be due and payable within 20 days of billing.</li> </ul>	· · · · · · · · · · · · · · · · · · ·	allow the delivered cost of gas to approximate the customer's total cost, including handling and storage charges, of available alternative fuel. The minimum flexed rate shall be the non- commodity component of the customer's otherwise applicable rate. The Company will not flex for volumes which, if delivered, would exceed either (1) the current operable alternative fuel fired capability of the customer's facilities, or (2) the energy equivalent of the quantity of alternative fuel available to the customer's alternative fuel capability and the reserves the right to confirm, to its satisfaction, the customer's alternative fuel capability and the reasonableness of the represented price and quantity of available alternative fuel.	including handling and rate shall be the non- ed either (1) the current 2) the energy equivalent is less. The Company e fuel capability and the ive fuel.
ISSUED: September 4, 1992 EFFECTIVE: September 13, 1990 (Issued by Authority of an Order of the Public Service Commission in Case No. 90-013 dated Sectomber 13, 1990			
ISSUED BY: Mary S. Lovell Vice President – Rates & Regulatory Affairs	SI SI	ISSUED: May 28, 1999 ISSUED BY: William J. Senter Vice President – Rates & Regulatory Affairs	EFFECTIVE: July I, 1999 Rates & Regulatory Affairs

sen
rese
<b>D</b>

٠.,

.

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Original SIIEET No. 19 Cancelling P. S. C. No. 19 First Revised SHEET No. 8

wESTERN I wESTERN I or (1) 7. Curta All cu appro- include discre- discre- appro- include discre- appro- b 1 b 1 b 1 b 1 b 1 b 1 b 1 b 1	Firs	P.S.C. NO. 20 First Revised SHEET No. 19 Cancelling Original SHEET No. 19
Interruptible Safes Service         (1)           B)         If at the end of any seasonal period a huyer exceeds its Adjusted Scasonal Volumes for that period the Buyer shall pay a penalty as described in Section 33 of the Company's Rules and Regulations.         7. Curtion that period the Buyer shall pay a penalty as described in Section 33 of the Company's Rules and Regulations.         7. Curtion that period the Buyer shall pay a penalty as described in Section 33 of the Company's Rules and Regulations.         7. Curtion that period the Buyer shall pay a penalty as described in Section 33 of the Company's Rules and Regulations.         7. Curtion that period the Buyer shall pay a penalty and the considered as giving any customer the right to take unauthorized volumes of gas nor shall such penalty charges be considered as a substitute for any other remedy available to the Company.         7. Curtion to the customer to curtail or the customer to curtail or the customer to curtail or the company shall have the right at any time without liability to the customer to curtail or the discortinue the delivery of gas entirely to the customer for any period of time when the delivery of gas entirely to the customer for any period of time when the delivery of gas entirely to the customer for any period of the domestic and commence is necessary to protect the requirements of the domestic and commerce is necessary to protect the requirements of the domestic and commerce is necessary to protect the requirements of the domestic and commerce is necessary to protect the requirements of the domestic and commerce is necessary to protect the requirements of the domestic and commerce is necessary to protect the requirements of the domestic and commerce is necessary to protect the requirements of the domestic and commerce is necessary to protect the requirements of the domestic and commerce is necessary to protect the r	WESTERN KENTUCKY GAS COMPANY	
b) If at the end of any seasonal period a buyer execeds its Adjusted Seasonal Volumes for that period the Buyer shall pay a penalty as described in Section 33 of the Company's Rules and Regulations.       7. Currt that period the Buyer shall pay a penalty as described in Section 33 of the Company's Rules and Regulations.         c) The payment of penalty charges shall not be considered as giving any customer the right to take umathorized volumes of gas nor shall such penalty charges be considered as a substitute for any other remedy available to the Company.       7. Currt approximation to take unauthorized volumes of gas nor shall such penalty charges be considered as a substitute for any other remedy available to the Company.       8. Pienal         a) The Company shall have the right at any time without liability to the customer to curtail or to discontinue the delivery of gas entirely to the customer to curtail or the commersite and commersite and commersite on a nor discribution system; to avoid are recessive peak load and demands upon the gas transmission or distribution system; to complay vith any restriction or curtailment of any governmental agency having jurisdiction over the Company or its supplier or to complay by governmental agency having jurisdiction over the Company or its supplier or to comply       9.	Interruptible Sales Service	
<ul> <li>b) If at the end of any seasonal period a buyer execeds its Adjusted Seasonal Volumes for that period the Buyer shall pay a penalty as described in Section 33 of the Company's Rules and Regulations.</li> <li>c) The payment of penalty charges shall not be considered as giving any customer the right to take unauthorized volumes of gas nor shall such penalty charges be considered as a substitute for any other remedy available to the Company.</li> <li>c) The payment of penalty charges shall not be considered as giving any customer the right to take unauthorized volumes of gas nor shall such penalty charges be considered as a substitute for any other remedy available to the Company.</li> <li>c) The Company shall have the right at any time without liability to the customer to curtail or to discontinue the delivery of gas entirely to the customer to curtail or to discontinue the delivery of gas entirely to the customer to curtail or to discontinue the delivery of gas entirely to the customer to curtail or to discontinue the delivery of gas entirely to the customer to curtail or to discontinue the delivery of gas entirely to the customer to curtail or to discontinue the delivery of gas entirely to the customer to any period of time when such curtailment or discontinuence is necessary to protect the requirements of the domestic and commercial eustomers; to avoid an increased maximum daily demand in the Company's gas purchases; to avoid excessive peak load and demands upon the gas transmission or distribution system; to comply with any restriction or curtailment of any governmental agency having jurisdiction over the Company or its supplier or to comply by the such a such accessive peak load and demands upon the gas transmission or distribution system; to comply with any restriction or curtailment of any governmental agency having jurisdiction over the Company or its supplier or to comply</li> </ul>	Rate G-2	
<ul> <li>c) The payment of penalty charges shall not be considered as giving any customer the right to take umauthorized volumes of gas nor shall such penalty charges be considered as a approximation of any other remedy available to the Company.</li> <li>curtailment</li> <li>a) The Company shall have the right at any time without liability to the customer to curtail or to discontinue the delivery of gas entirely to the customer to curtail or to discontinue the delivery of gas entirely to the customer to curtail or to discontinue the delivery of gas entirely to the customer to curtail or to discontinue the delivery of gas entirely to the customer to any even of time when such curtailment or discontinuance is necessary to protect for any define when such curtailment or discontinuance is necessary to protect for any define when such curtailment or discontinuance is necessary to protect for any define when such curtailment or discontinuance is necessary to protect for any define when such curtailment or discontinuance is necessary to protect on the gas transmission or distribution system; to avoid an increased maximum daily defined for the company's gas purchases; to avoid excessive peak load and demands upon the gas transmission or distribution system; to comply with any restriction or curtailment of any governmental agency having jurisdiction over the Company or its supplier or to comply</li> </ul>		thjeet to the Company's
Curtailment         8.         Penal           a)         The Company shall have the right at any time without liability to the customer to curtail or to discontinue the delivery of gas entirely to the customer for any period of time when such curtailment or discontinuance is necessary to protect the requirements of the domestic and commercial customers; to avoid an increased maximum daily demand in the Company's gas purchases; to avoid excessive peak load and demands upon the gas transmission or distribution system; to comply with any restriction or curtailment of any governmental agency having jurisdiction over the Company or its supplier or to comply         b)	"Curtailment Order" as contained in Section 33 of its Rules and R approved by the Public Service Commission and for any causes di includes acts of God, strikes, lockouts, civil commotion, riots, epi earthquakes, fires, storms, floods, etc.); and for any other necessar discretion of the Company.	gulations as filed with and e to force majeure (which emics, landslides, lightning, v or expedient reason at the
The Company shall have the right at any time without liability to the customer to curtail or to discontinue the delivery of gas entirely to the customer for any period of time when such curtailment or discontinuance is necessary to protect the requirements of the domestic and commercial customers; to avoid an increased maximum daily demand in the Company's gas purchases; to avoid accessive peak load and demands upon the gas transmission or distribution system; to comply with any restriction or curtailment of any governmental agency having jurisdiction over the Company or its supplier or to comply		`
		th a Company Curtailment r quantity of gas than its ompany may, at its sole
rr; to for any .		esulting from the customer's
c) The payment of penalty charges shall not be considered as giving any customer the right commotion, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, etc.); to take unauthorized volumes of gas nor shall such penalty charges be considered as a and for any other necessary or expedient reason at the discretion of the Company.		ving any customer the right arges be considered as a
b) All curtailments or interruptions shall be in accordance with and subject to the Company's "Curtailment Order" as contained in Section 33 of its Rules and Regulations as filed with and approved by the Public Service Commission.	· · · · ·	
[SSUED: Sentember 4, 1992] [SSUED: Sentember 13, 1000]		
of the Public Service Commission in Case No. 90-013 dated September 13, 1990) View Development - Dever & Development Affeire		EFFECTIVE: July I, 1999

ţ

- mpany Curtailment ity of gas than its may, at its sole
- ponsible for any from the customer's
- customer the right considered as a

٠

ISSUED BY: William J. Senter

Vice President - Rates & Regulatory Affairs

êΕ Q

ź

Present P.S.C. NO. 20 Original SHEET No. 20 (First Substitute) Cancelling P. S. C. No. 19 First Revised SHEET No. 9	н. Н	Proposed First Ra First Ra Origi	FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 20 Cancelling Original SHEET No. 20 (First Substitute)
WESTERN KENTUCKY GAS COMPANY		WESTERN KENTUCKY GAS COMPANY	
Interruptible Sales Service Rate G-2 (1)		Interruptible Sales Service Rate G-2	
8. Special Provisions	·	9. Special Provisions	Ŀ
a) A written contract with a minimum term of one year shall be required.		a) A written contract with a minimum term of one year shall be required.	quired.
b) The Rules and Regulations and Orders of the Public Service Commission and of the Company and the Company's general terms and conditions applicable to industrial and commercial sales, shall apply to this rate schedule and all contracts thereunder.		b) The Rules and Regulations and Orders of the Public Service Commission and of the Company and the Company's general terms and conditions applicable to industrial and commercial sales, shall apply to this rate schedule and all contracts thereunder.	mmission and of the licable to industrial and acts thereunder.
<ul> <li>No gas delivered under this rate schedule and applicable contract shall be available for resale.</li> </ul>		<ul> <li>c) No gas delivered under this rate schedule and applicable contract shall be available for resale.</li> </ul>	ct shall be available for
9. Late Payment Charge		10. Late Payment Charge	E
A penalty may be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The penalty may be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.	· · ·	A penalty may be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The penalty may be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.	s by the due date shown on bill for rendered services. ndered. Additional penalty
			<u></u>
	- <del> </del>		
ISSUED: September 4, 1992 (Issued by Authority of an Order of the Public Service Commission in Case No. 90-013 dated September 13, 1990)		ISSUED: May 28, 1999 EFFEC	EFFECTIVE: July 1, 1999
ISSUED BY: Mary S. Lovell Vice President - Rates & Regulatory Affairs		ISSUED BY: William J. Senter Vice President – Rates & Regulatory Affairs	c Regulatory Affairs

£

Present

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SHEET No. 21 Cancelling First SHEET No. 21

Proposed

נ	P.S.C. NO. 20 Second Revised SHEET No. 21 Cancelling First SHEET No. 21	·	Proposed Proposed Third Revised SHEET No. 21 Cancelling	SEA
Η.	WESTERN KENTUCKY GAS COMPANY		Second Revised SHEET No. 21	
	Large Volume Sates		WESTERN KENTUCKY GAS COMPANY	
÷	Kates LVS-1 (High Priority), LVS-2 (Low Priority)		Large Volume Sates Rates LVS-1 (High Priority), LVS-2 (Low Priority)	
<b>N</b>	Applicable		1. Annlicable	
- •	Lintire Service Area of the Company. (See list of towns – Sheet No. 3)		Entire Service Area of the Company.	
••	Availability of Service		(See list of towns – Sheet No. 3)	
	Available to any customer (with an expected demand of at least 36.500 Mcf per year) where usage is individually metered at locations where suitable service is available from the existing distribution sectors and an advantage surado of ase to reador service is accurated to the construction		<ol> <li><u>Availability of Service</u></li> <li><u>Available</u> to any customer (with an expected demand of at least 36,500 Mef per year) where</li> </ol>	vhere
	unarrownen system and an averquate suppry or gas to render service is assured by the supplicit(s) of natural gas to the Company. Except as provided in the service agreement, LVS service is not available in conjunction with any other tariffed gas service.		usage is individually metered at locations where suitable service is available from the existing distribution system and an adequate supply of gas to render service is assured by the supplier(s) of natural gas to the Company. Except as provided in the service agreement, LVS service is not	sting ier(s) s not
	Net Monthly Rate		available in conjunction with any other tariffed gas service.	
			3. Net Monthly Rate	
	LVS-1 Service <b>\$</b> 13.60 per Meter LVS-2 Service 150.00 per Meter Combined Service 150.00 per Meter		a) Base Charge: LVS-1 Service \$ 24.00 per Meter	
2	b) Simple Margin for LVS-1 Service		Combined Service 250.00 per Meter	
	First         300 Mcf <b>(3) \$1.0615</b> per Mcf           Next         14,700 Mcf         (3)         0.5585 per Mcf           Over         15,000 Mcf         (3)         0.4085 per Mcf		bution Charge for LVS-1 Se 300 Mcf @ 5	
ි	Simple Margin for LVS-2 Servic		Over 15.000 Mef @ 0.4299 per Mcf	
	First' 15,000 Mcf @ \$0.4936 per Mcf Over 15.000 Mcf @ 0.3436 per Mcf		hution Charge for LVS-2 Se 15.000 Mcf @ 1	
			Over 13.000 Mict (g) 0.3301 per Mct	
-	All gas consumed by the customer (Sales. Transportation, and Carriage; firm, high, load factor, interruptible) will be considered for the purpose of determining whether the volume			
		`.	<sup>1</sup> All gas consumed by the customer (Sales, Transportation, and Carriage; firm, high, load factor, interruptible) will be considered for the purpose of determining whether the volume rominement of 15,000 Mer has been achieved.	lume
8	ISSUED: October 2, 1995 EFFECTIVE: March 1, 1996			
ê B	(Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20, 1995.) ISSUED BY: Lee Allen Everett Vice President – Rates & Regulatory Affairs	•	ISSUED: May 28, 1999 EFFECTIVE: July 1, 1999	]
			ISSUED BY: William J. Senter Vice President – Rates & Regulatory Affairs	

Ee€ 888 8888

••	
sen	
res	
<b>.D</b> .	

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 22 Cancelling Original SHEET No. 22

WEST

WESTERN KENTUCKY GAS COMPANY		WEST	WESTERN KENTUCKY GAS COMPANY	
Large Volume Sales			Large Volume Sales	Γ
Rates LVS-1 (High Priority), LVS-2 (Low Priority)	-		Rates LVS-I (High Priority), LVS-2 (Low Priority)	
<ul> <li>The Non-Commodity Components (Sheet No. 6) as calculated in the Company's Gas Cost Adjustment (GCA) filing.</li> </ul>	Cost		d) The Non-Commodity Components (Sheet No. 6) as calculated in the Company's Gas Cost Adjustment (GCA) filing.	ost
c) The Weighted Average Commodity Gas Cost is based on current purchase costs including all related variable delivery costs for the billing period for which the gas was delivered.	kting d.		c) The Weighted Average Commodity Gas Cost is based on current purchase costs including all related variable delivery costs for the billing period for which the gas was delivered.	 జి
<ol> <li>The True-Up Adjustment shall be customer account specific and shall include all prior period adjustments known at time of billing.</li> </ol>			f) The True-Up Adjustment shall be customer account specific and shall include all prior period adjustments known at time of billing.	
g) Notice of the Weighted Average Commodity Gas Cost and True-Up Adjustment will be filed with the Commission prior to billing.	pc		g) Notice of the Weighted Average Commodity Gas Cost and True-Up Adjustment will be filed with the Commission prior to billing.	
4. Net Monthly Bill			h) Margin Loss Recovery Rider	ž
The Net Monthly Bill shall be equal to the sum of the Base Charge, the High Load Factor demand charge the Simple Margin the Non-Commodity Commonstrate the Weighted A version	actor (T)	4	Net Monthly Bill	E E
Commodity Gas Cost and the True-Up Adjustment.			The Net Monthly Bill shall be equal to the sum of the Base Charge, the High Load Factor	
5. Minimum Monthly Bill			demand charge, the Distribution Charge, the Non-Commodity Component, the Weighted Average Commodity Gas Cost and the True-Up Adjustment.	
a) The Base Charge and High Load Factor demand charge.	E	· · ·	Minimum Monthly Bill	
b) In addition to the Base Charge, customers assigned seasonal volumes under the Company's Curtailment Plan will be billed a minimum seasonal charge equal to 80% of their Adjusted Seasonal Volumes times the following:	% of	•	The Base Charge and High Load Factor demand charge, if applicable.	
<ol> <li>Last step of application Simple Margin,</li> <li>Non-Commodity Components, and</li> <li>Weighted Average Commodity Gas Cost in effect at the time the minimum bill is assessed.</li> </ol>	i lia			
				<del>.</del>
ISSUED: October 2, 1995 EFFECTIVE: November 1, 1995	S			
(Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20, 1995.)		ISSUEI	ISSUED: May 28, 1999 EFFECTIVE: July 1, 1999	
ISSUED BY: Lee Allen Everett Vice President – Rates & Regulatory Affairs		ISSUEI	ISSUED BY: William J. Senter Vice President - Rates & Regulatory Affairs	

-

• \_

Proposed

## FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SHEET No. 22 Cancelling First Revised SHEET No. 22

۰.

	;	
 _		
		Ţ
		sen
	;	res
	•	Δ.

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Original SHEET No. 23

Proposed

۰.

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEFT No. 23 Cancelling Original SHEFT No. 23

2

WESTERN KENTUCKY GAS COMPANY	WE	WESTERN KENTUCKY GAS COMPANY		
		Large Volume Sales		
Rates LVS-1 (High Priority), LVS-2 (Low Priority) (N)		Rates LVS-1 (High Priority), LVS-2 (Low Priority)		į
The minimum bill requirements will be adjusted to make allowance for any time that gas was not available and for any causes due to force maieure. which includes acts of God	6.	Standby or Auxiliary Equipment and Fuel	<u>a</u> )	ê
		It shall be the responsibility of the customer to provide and maintain such stand-by, auxiliary equipment and fuel, as the customer may, in its discretion, require to protect its fuel requirements and best interest and to assure continuous operation during any period of interruption of gas deliveries.	maintain such stand-by, auxiliary tion, require to protect its fuel operation during any period of	
	7.	Alternative Fuel Responsive Flex Provision (LVS-2 Service Only)	(T) (T)	- F
To the extent that a voluntary reduction for a winter period is continued in the following winter period the reduction will be made permanent for winter periods.		Notwithstanding any other provision of this tariff, the Company may, periodically, flex the otherwise applicable distribution charge on a customer specific basis if, a customer presents		
To the extent that a voluntary reduction for a summer period is continued in the following summer period the reduction will be made permanent for summer periods.		sufficient reliable and persuasive information to satisfactorily prove to the Company that alternative fuel, usable by customer's facility, is readily available, in both advantageous price and adequate quantity, to completely or materially displace the gas service that would otherwise	rily prove to the Company that lable, in both advantageous price e gas service that would otherwise	
Standby or Auxiliary Equipment and Fuel		be facilitated by this tariff. The customer shall submit the appropriate information by affidavit on a form on file with the Commission and provided by the Company. The Company may	propriate information by affidavit e Company. The Company may	
It shall be the responsibility of the customer to provide and maintain such stand-by, auxiliary equipment and fuel, as the customer may, in its discretion, require to protect its fuel requirements and best interest and to assure continuous operation during any period of interruption of gas deliveries.	· · ·	require additional information to evaluate the merit of the flex request. Pursuant to this Section, the Company may flex the applicable Distribution Charge to allow the delivered cost of gas to approximate the customer's total cost, including handling and storage charges, of available alternative fuel. The minimum flexed rate shall be the non-commodiv		E
Alternative Fuel Responsive Flex Provision (LVS-2 Service Only)		component and weighted average commodity gas cost of the customer's otherwise applicable rate.	: customer's otherwise applicable	
Notwithstanding any other provision of this tariff, the Company may, periodically, flex the otherwise applicable rate on a customer specific basis if, a customer presents sufficient reliable and persuasive information to satisfactorily prove to the Company that alternative fuel, usable by customer's facility, is readily available, in both advantageous price and adequate quantity, to completely or materially displace the gas service that would otherwise be facilitated by this tariff. The customer shall submit the appropriate information by affidavit on a form on file with the Commasion and provided by the Company. The Company may require additional information to evaluate the merit of the flex request.		The Company will not flex for volumes which, if delivered, would exceed either (1) the current operable alternative fuel fired capability of the customer's facilities, or (2) the energy equivalent of the quantity of alternative fuel available to the customer, whichever is less. The Company reserves the right to confirm, to its satisfaction, the customer's alternative fuel capability and the reasonableness of the represented price and quantity of available alternative fuel.	ould exceed either (1) the current lities, or (2) the energy equivalent whichever is less. The Company alternative fuel capability and the ole alternative fuel.	
	•			
EFFECTIVE: December 22, 1993				•
(Issued by Authority of an Order of the Public Service Commission in Case No. 92-558 dated December 22, 1993.)	ISSI	ISSUED: May 28, 1999	EFFECTIVE: July 1, 1999	
Vice President – Rates & Regulatory Affairs	ISSI	ISSUED BY: William J. Senter Vice Pres	Vice President – Rates & Regulatory Affairs	

,

•

•

.

Present FOR ENTIRE SERVICE AREA			EOD ENTIDE SERVICE ADEA	
P.S.C. NO. 20 Original SHEET No. 24			UK ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 24 Original SHEET No. 24 Original SHEET No. 24	
WESTERN KENTUCKY GAS COMPANY	WESTE	WESTERN KENTUCKY GAS COMPANY		
Large Volume Sales		Large Volume Sales		
Rates LVS-1 (High Priority), LVS-2 (Low Priority)		Rates LVS-I (Iligh Priority), LVS-2 (Low Priority)		
Pursuant to this Section, the Company may flex the otherwise applicable rate to allow the delivered cost of gas to approximate the customer's total cost, including handling and storage	<i>∞</i>	Curtailment		ź
charges, of available alternative fuel. The minimum flexed rate shall be the non-commodity component and weighted average commodity gas cost of the customer's otherwise applicable	<;	All curtailments or interruptions shall be in accordance with and subject to the Company's "Curtailment Order" as contained in Section 33 of its Rules and Regulations as fited with and	t to the Company's tions as flied with and	
The Company will not flex for volumes which, if delivered, would exceed either (1) the current operable alternative fuel fred eapability of the customer's facilities, or (2) the energy equivalent	a.= 8 ÷	approved by the Public Service Commission and for any causes due to force majeure (which includes acts of God, strikes, lockouts, civil commotion, riots, cpidemics, landslides, lightning, earthquakes, fires, storms, floods, etc.); and for any other necessary or expedient reason at the discretion of the Common.	force majeure (which ss. landslides, lightning. sxpedient reason at the	•
of the quantity of alternative fuel available to the customer, whichever is less. The Company reserves the right to confirm, to its satisfaction, the customer's alternative fuel capability and the reasonableness of the represented price and quantity of available alternative fuel.	6 	Penalty for Unauthorized Overruns		ź
8. Service Agreement	(u	In the event a customer fails in part or in whole to comply with a Company Curtailment Order either as to time or volume of gas used or uses a greater quantity of as than its	Company Curtailment antity of eas than its	
The Company will require a written contract for a minimum term of twelve months. Unless waived the term of any such contract will been on either November 1 <sup>st</sup> or A with a with a		allowed volume under terms of the Curtailment Order, the Company may, at its sole discretion, apply a penalty rate of up to \$15.00 per Mcf.	iny may, at its sole	
minimum of sixty (60) day prior notice by the customer. This contract shall include provisions for load limitations and for curtailment or interruptions as necessary, at the discretion of the Company, to prevent the load adversely affecting service of equal or higher priority customers in the area.	َ ٩	In addition to other tariff penalty provisions, the customer shall be responsible for any penalty(s) assessed by the interstate pipeline(s) or suppliers resulting from the customer's failure to comply with terms of a Company Curtailment Order.	e responsible for any ing from the customer's	•
A customer with an unexpired contract for other services may subscribe to LVS service by contract amendment provided the contract, as amended, has a remaining term of at least twelve months.	<b>•</b>	The payment of penalty charges shall not be considered as giving any customer the right to take unauthorized volumes of gas nor shall such penalty charges be considered as a substitute for any other remedy available to the Company.	any customer the right s be considered as a	
The volume of gas to be sold and purchased under this rate schedule and the related contract shall be established on a daily, monthly and seasonal basis. The priority of contract volumes	10. 5	<u>Service Agreement</u> The Connany will require a written contract for a minimum term of tuelyse months. This		ê
shall be subject to revision in accordance with the Company's approved curtailment plan. The contract volumes (or service mix) shall be subject to revision by the Company as	5 ¥ 5	contract shall include provisions for load limitations and for curtailment or interruptions as necessary, at the discretion of the Company, to prevent the load adversely affecting service of equal or higher priority customers in the area.		
appropriate so as to contract what the customer's informal operating condutions and actual load with consideration give to any reasonably anticipated changes in customer's utilization, subject to the Company's contractual obligations with other customers or its suppliers, and subject to system capacity and availability of the gas if an increased volume is involved.	< 8 a	A customer with an unexpired contract for other services may subscribe to LVS service by contract amendment provided the contract, as amended, has a remaining term of at least twelve months.	ribe to LVS service by g term of at least twelve	
(Issued by Authority of an Order of the Public Service Commission in Case No. 92-558 dated December 22, 1993.)	ISSUED:	May 28, 1999	EFFECTIVE: July 1, 1999	
ISSUED BY: Mary S. Loveli Vice President – Rates & Regulatory Affairs	USUISI	ISSUED BV. William I Source		

### œ

•

Present P.S.C. NO. 20 Original SHEET No. 25		Proposed FOR ENTIRE SER P.S.C. NO. 20 First Revised SHE Concelline	FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 25 Cancelline
		Original SHEET No. 25	ET No. 25
WESTERN KENTUCKY GAS COMPANY		WESTERN KENTUCKY GAS COMPANY	
Large Volume Sales Rates LVS-1 (High Priority), LVS-2 (Low Priority)	(N)	Large Volume Sales Rates LVS-1 (High Priority), LVS-2 (Low Priority)	
9. Late Payment Charge		The volume of gas to be sold and purchased under this rate schedule and the related contract	e related contract
A penalty may be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The neualty may be assessed only once on any kill for and only one of		shall be established on a daily, monthly and seasonal basis. The priority of contract volumes shall be subject to revision in accordance with the Company's approved curtailment plan.	contract volumes ment plan.
Any payment received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.		The contract volumes (or service mix) shall be subject to revision by the Company as appropriate so as to coincide with the customer's normal operating conditions and actual load	the Company as s and actual load
10. Exit Fee		with consideration give to any reasonably anticipated changes in customer's utilization, subject to the Company's contractual obligations with other customers or its suppliers, and subject to	ttilization, subject rs, and subject to
When service under this schedule is discontinued, the customer is responsible for (or entitled to) an exit fee (or refund) equal to the lagging true-up adjustments related to the customer's service period.		system capacity and availability of the gas if an increased volume is involved. 11. Late Payment Charge	<u> </u>
11. Rules and Regulations		A penalty may be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The penalty may be assessed only once on any bill for rendered services.	ue date shown on endered services.
Service furnished under this schedule and applicable contracts are subject to the Company's Rules and Regulations and to applicable rate and rider schedulas		Any payment received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.	dditional penalty
		12. Exit Fee	E
		When service under this schedule is discontinued, the customer is responsible for (or entitled to) an exit fee (or refund) equal to the lagging true-up adjustments related to the customer's service period.	or (or entitled to) ustomer's service
		13. Rules and Regulations	E
		Service furnished under this schedule and applicable contracts are subject to the Company's Rules and Regulations and to applicable rate and rider schedules.	
ISSUED: March 29, 1993	·	ISSUED: May 28, 1999 EFFECTIVE: July 1, 1999	y I, 1999
ussued by Authority of an Order of the Public Service Commission in Case No. 92-558 dated December 22, 1993.) ISSUED BY: Mary S. Lovell		ISSUED BY: William J. Senter Vice President – Rates & Regulatory Affairs	y Affairs

for the ith schedule or classifi	H 11 H
EFFECTIVE: December 20, 1998 ISUED: May 28, 1999	 11 11
	se load for the ith schedule or classification
ISSUED BY: William J. Senter Vice President – Rates & Regulatory Affairs	

•

-

Ъ	Present Prsc. NO. 20 First Revised SILEET No. 27 Cancelling		Proposed	FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SHEET No. 27 Cancelling	
WF	WESTERN KENTUCKY GAS COMPANY		WESTERN KENTUCKY GAS COMPANY	· First Revised SHEET No. 27	
	ment		Gas Cost Adjustment	stment	
	Rider GCA (C)		Rider GCA	V	
-	Applicable		1. Applicable		
	Gas Tariffs in effect for the entire Service Area of the Company as designated in the particular tariff.		Gas Tariffs in effect for the entire Service Area of the Company as designated in the particular tariff.	of the Company as designated in the particular	
·.	Gas Cost Adjustment (GCA)		2. Gas Cost Adjustment (GCA)	-	
	The Company shall file a Monthly Report with the Commission which shall contain an updated Gas Cost Adjustment (GCA) at least thirty (30) days prior to the beginning of each month. The GCA shall become effective for meter readings on and after the first day of the month.		The Company shall file a Monthly Report with the Commission which shall contain an updated Gas Cost Adjustment (GCA) at least thirty (30) days prior to the beginning of each month. The GCA shall become effective for meter readings on and after the first day of the month.	c Commission which shall contain an updated ays prior to the beginning of each month. The t and after the first day of the month.	
'n.	Determination of GCA		3. Determination of GCA		
	The monthly amount computed under each of the rate schedules to which this GCA is applicable shall be increased or decreased at a rate per Mcf calculated for each billing month in accordance with the following formula as applicable to each rate class:		The monthly amount computed under each of the rate schedules to which this GCA is applicable shall be increased or decreased at a rate per Mcf calculated for each billing month in accordance with the following formula as applicable to each rate class:	the rate schedules to which this GCA is e per Mef calculated for each billing month in ole to each rate class:	
	GCA = (EGC - BCOG) + CF + RF	·	GCA = EGC + CF + RF	(G.T).	Ê
	Where: EGC - is the weighted average Expected Gas Cost per Mcf of gas supply which is reasonably expected to be experienced during the month the GCA will be applied for billings.	<u> </u>	Where: EGC - is the weighted average Expected Gas Cost per Mcf of gas supply which is reasonably expected to be experienced during the month the GCA will be applied for billings.	st per Mcf of gas supply which is reasonably ith the GCA will be applied for billings.	
ISSI (lssu	ISSUED: March 29, 1993 (Issued by Authority of an Order of the Public Service Commission in Case No. 92-558 dated December 22, 1993.)		ISSUED: May 28, 1999	EFFECTIVE: July 1, 1999	
ISSI	ISSUED RY: Mary S. Lovell Vice President – Rates & Regulatory Affairs		ISSUED BY: William J. Senter Vice	Vice President – Rates & Regulatory Affairs	

• ..

Proposed P.S.C. NO. 20 Third Revised SHEET No. 28 Cancelling Second Revised SHEET No. 28	WESTERN KENTUCKY GAS COMPANY	Cost Adjustment Rider GCA	EGC is composed of the following:	<ol> <li>Expected commodity costs of all current purchases at reasonably expected prices, including all related variable delivery costs and 17:RC authorized charges (i.e., take- or-pay, transition costs, etc.) billed to the Company on a commodity basis.</li> </ol>	2) Expected non-commodity costs including pipeline demand charges, gas supplier reservation charges, and FERC authorized charges (i.e., take-or-pay, transition costs, etc.) billed to the Company on a non-commodity basis.	<ol> <li>The cost of other gas sources for system supply (no-notice supply, Company storage, withdrawals, etc.).</li> </ol>	<u>Less</u>	4) The cost of gas purchases expected to be injected into underground storage.	5) Projected recovery of non-commodity costs and Lost and Unaccounted for costs from transportation transactions.	<ol><li>Projected recovery of non-commodity and commodity costs from LVS-1 and LVS-2 transactions.</li></ol>	7) The cost of Company-use volumes.	8) Projected recovery of non-commodity costs from High Load Factor (HLF) demand charges.	<u>(</u> ()	ISSUED: May 28, 1999 EFFECTIVE: July 1, 1999	ISSUED BY: William J. Senter Vice President – Rates & Regulatory Affairs
Present P.S.C. NO. 20 Second Revised SHEET No. 28 Concelling First Revised SHEET No. 28	WESTERN KENTUCKY GAS COMPANY	Cast Adjustment Rider GCA	EGC is composed of the following:	<ol> <li>Expected commodity costs of all current purchases at reasonably expected prices, including all related variable delivery costs and FERC authorized charges (i.e., takc- or-pay, transition costs, etc.) billed to the Company on a commodity basis.</li> </ol>	<ol> <li>Expected non-commodity costs including pipeline demand charges, gas supplier reservation charges, and FERC authorized charges (i.e., take-or-pay, transition costs, etc.) billed to the Company on a non-commodity basis.</li> </ol>	<ol> <li>The cost of other gas sources for system supply (no-notice supply, Company storage, withdrawals, etc.).</li> </ol>	Less	4) The cost of gas purchases expected to be injected into underground storage.	5) Projected recovery of non-commodity costs and Lost and Unaccounted for costs (T) from transportation transactions.	<ol> <li>Projected recovery of non-commodity and commodity costs from LVS-1 and LVS-2 transactions.</li> </ol>	7) The cost of Company-use volumes.	<ol> <li>Projected recovery of non-commodity costs from High Load Factor (HLF) demand (T) charges.</li> </ol>	<ul> <li>BCOG - is the Base Cost of Gas per 1,000 eubic feet (Mcf):</li> <li>1) \$3.4331 for General Sales Service (G-1)</li> <li>2) \$2.6513 for Interruptible Sales Service (G-2)</li> </ul>	ISSUED: October 2, 1995 (Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20, 1995.)	ISSUED BY: Lee Allen Everett Vice President – Rates & Regulatory Affairs

Present

• . .

. .

•

.

. .

Proposed	FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Original SHEET No. 30a	WESTERN KENTUCKY GAS COMPANY	Demand-Side Management Cost Recovery Mechanism DSM (N)	1. Applicable	Applicable to Rate G-1 Sales Service, residential class only.	The monthly Distribution Charge under Residential Rate G-1 Sales Service, shall be increased or decreased annually beginning January 2000 by the DSM Cost Recovery Component (DSMRC) at a rate per Mcf in accordance with the following formula:	DSMRC = DCRC + DCRP + DBA	Where:	DCRC = DSM Cost Recovery-Current. The DCRC shall include all projected costs for the next twelve-month period. These costs shall be limited to expected payments to	program implementation contractors over that period, as were as any costs interactors by or on behalf of the DSM collaborative process. These costs would be divided by the expected Mcf sales for the upcoming twelve-month period to determine the DCRC.	DCRP = DSM Cost Recovery-Pilot. The DCRP shall include all costs associated with the implementation of the DSM Pilot program. These costs include payments to	implementation contractors, as well as costs incurred on behalf of the collaborative process, including consultants. These costs shall be amorized over a three-year provided in the context of the order to be context of the amorized for	for the upcoming twelve-month period to determine the DCRP.			ISSUED: May 28, 1999 EFFECTIVE: July 1, 1999
		2	·													
				• •		~.··								 		
			•	• •			·	a.195	· •							
				•						·				·	·	

Present

· ·

. ·

.

.

Proposed

Present

•



FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Original SHEET No. 30b

## WESTERN KENTUCKY GAS COMPANY

<ul> <li>DBA = DSM Balance Adjustment. The DBA shall be calculated on a calendar year basis and be used to reconcile the difference between the amount of revenues actually billed through the DCRC, DCRP and previous applications of the DBA, and the revenues which should have been billed.</li> <li>The DBA for the upcoming twelve-month period shall be calculated as the sum of the balance adjustments for the DCRC, DCRP and DBA. For the DCRC, the balance adjustment shall be the difference between the amount billed in a twelve-month period from the application of the DCRC unit charge and the actual cost of the DSM Program during the same twelve-month period.</li> <li>For the DCRP, the balance adjustment shall be the difference between the amount billed in a twelve-month period from the application of the DSM pilot program as amortized at no intrest over three years.</li> <li>For the DBA, the balance adjustment shall be the difference between the amount billed in a twelve-month period from the application of the DSA unit charge and the actual cost of the DSM pilot program as amortized at no intrest over three years.</li> <li>For the DBA, the balance adjustment shall be the difference between the amount billed in a twelve-month period from the application of the DBA unit charge and the actual cost of the DSM pilot program as amortized at no intrest over three years.</li> <li>The balance adjustment shall be the difference between the amount billed in a twelve-month period. The balance adjustment period.</li> <li>The balance adjustment shall be the difference between the anount billed in a twelve-month period from the application of the DSA unit charge and the actual cost of the DSM pilot program as another period.</li> <li>The balance adjustment shall be the difference between the annot the tot the average of "3-month cerical Paper Rate" for the immediately preceding twelve-month period.</li> <li>The balance adjustment shall be the difference between the arute equal to the average of "3-month Commercial Paper Rate" for</li></ul>

EFFECTIVE: July 1, 1999

ISSUED: May 28, 1999

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Original SHEET No. 30c

Proposed

WESTERN KENTUCKY GAS COMPANY

Dema	Demand-Side Management Cost Recovery Mechanism DSM	ery Mechanism	Ê
DSM Cost Recovery Component (DSMRC):	mponent (DSMRC):		
DSM Cost Recovery – Current:	Current:	\$0.0155 per Mcf	
DSM Cost Recovery - Pilot:	ilot:	\$0.0225 per Mcf	
DSM Balance Adjustment:	nt:	<b>50.0000 per Mcf</b>	
DSMRC Residential Rate G-1	اد G-۱	\$0.0380 per Mcf	``
ISSUED: May 28, 1999		EFFECTIVE: July 1, 1999	

Vice President - Rates & Regulatory Affairs

ISSUED BY: William J. Senter

Present

. . .

.

			ź										
FOR ENTIRE SER P.S.C. NO. 20 Original SHEET No. 30d	•		Gas Research Institute R & D Rider GRI R & D Unit Charge	Application: This rider applies to the distribution charge applicable to all gas transported by the Company other than Rate T-3 and T-4 Carriage Service.	<b>CIRI R&amp;D Unit Charge:</b> The intent of the Gas Research Institute R&D Unit Charge is to maintain the Company's level of contribution per Mcf as of December 31, 1998. The Unit Charge will be billed according to the transition schedule outlined in the pipelines' tariffs.	Waiver Provision: The GRI R&D Unit Charge may be reduced or waived for one or more classifications of service or rate schedules at any time by the Company by filing notice with the Commission.	Remittance of Funds: All funds collected and this rider will be remitted to Gas Research Institute on a monthly basis. The amounts so remitted shall be reported to the Commission annually.	Reports to the Commission: A statement setting forth the manner in which the funds remitted have been invested in research and development will be filed with the Commission annually.	Termination of this Rider: Participation in the GRI R&D funding program is voluntary on the part of the Company. This rider may be terminated at any time by the Company by filing a notice of recision with the Commission.		БЕБЕССТІЧЕ: I.I.000	Vice President – Rates & Regulatory Affairs	
Proposed	•	WESTERN KENTUCKY GAS COMPANY	Gas Rese GR	Application: This rider applies to the distribution charge other than Rate T-3 and T-4 Carriage Service.	<b>CRI R&amp;D Unit Charge:</b> The intent of the Gas Research Institute R&D Unit Ch of contribution per Mcf as of Ucccmber 31, 1998. The the transition schedule outlined in the pipelines' tariffs.	Waiver Provision: The GRI R&D Unit Charge may be r or rate schedules at any time by the C	Remittance of Funds: All funds collected and this rider will be remitted to Gas Research Inst The amounts so remitted shall be reported to the Commission annually.	Reports to the Commission: A statement setting forth the manner in which the funds remit and development will be filed with the Commission annually.	Termination of this Rider: Participati the part of the Company. This rider may notice of recision with the Commission.		International Science S	ISSUED BY: William J. Senter	
			· ·			· · · · ·							
								·					
						·							
	•		· ·		•					•	·		• •
	<b></b> :				★ 4 1								

Present

Present

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised Sheet No. 34 Cancelling First Revised Sheet No. 34

Proposed

WESTERN KENTUCKY GAS COMPANY



E

	~
	_
	Z
	<
	2
	-
	~
	0
	5
	Q
	5
	<
	હે
	-
	5
	ς.
	×.
	C
	5
	Ξ.
	=
	z
	Ŀ.`
	$\overline{\mathbf{v}}$
	_
	z
	≂.
	5
	÷.
	Ε.
	$\boldsymbol{\omega}$
	Ξ.
	5
	>
•	-

:

Storage Transportation Service

				. IKS	Kale 1-2			-
	Applicable							
	Entire service area of the Company to any cu (G-1) and/or Interruptible Sales Service (G-2).	of the Co ptible Sal	mpany to any c es Service (G-2	ustor).	ner receivi	ing sci	Entire service area of the Company to any customer receiving service under the General Sales Service (G-1) and/or Interruptible Sales Service (G-2).	
	Availability of Service	vice						
	Available to any cu service at the same 1 by the Company to facilities.	stomer w premise, ' the cust	rith an expected who has purcha: omer's facilities	l den sed it s sub	hand of at s own sup ject to sui	lcast ply of table :	Available to any customer with an expected demand of at least 9,000 Mcf per year, on an individual service at the same premise, who has purchased its own supply of natural gas and require transportation by the Company to the customer's facilities subject to suitable service being available from existing facilities.	
	Net Monthly Rate							
•	In addition to any and all charges assessed by other parties, there will be applied:	nd all chai	rges assessed by	othe	r partics, tl	here w	ill be applied:	
	a) Transportation Administration Fcc - \$45.00 per customer per month	Administr	ation Fcc - \$45	00.	cr custome	r per i	nonth	
	b) Simple Margin for High Priority Service	or High P	riority Service					
	r First	300 Mcf	Mcf	6	\$ 1.0615 per Mcf	pcr	Mcf	
	Next	14,700 Mcf	Mcf	۲	0.5585 pcr	Dc	Mcf	
	Over	15,000 Mcf	Mcſ	C	0.4085	per	Mcf	
	c) Simple Margin for Low Priority Service	or Low Pr	iority Scrvice					
	, First	15,000 Mcf		۲	\$ 0.4936	per Mcf	Mcf	
	Over	15,000 Mcf	Mcf	۲	0.3436	рсг	Mcf	
	<ul> <li>Applicable Non-Commod Adjustment (GCA) filing.</li> </ul>	-Commod A) filing.	lity Components	(She	cet No. 6) a	ıs calc	Applicable Non-Commodity Components (Sheet No. 6) as calculated in the Company's Gas Cost Adjustment (GCA) filing.	
	c) Electronic Flow	Mcasurer	nent ("EFM") f	acilit	ics charge,	if app	Electronic Flow Measurement ("EFM") facilities charge, if applicable (Sheet No. 51).	

ł

			General '	Frang	General Transportation Service	Seri	ice	E
				Ε.Υ.	Rate T-2			
-	Applicable							
	Entire service area of the Company to any cut (G-1) and/or Interruptible Sales Service (G-2).	of the Co stible Sal	mpany to any e es Service (G-2	niston).	ner receivi	ng scr	Initic service area of the Company to any customer receiving service under the General Sales Service (G-1) and/or Interruptible Sales Service (G-2).	
5	Availability of Service	ice						E
	Available to any cust individual service at th transportation by the C from existing facilities.	ustomer I the sam e Compa es.	with an expect te premise, whe ny to the custo	ted co has mer's	onsumption purchased s facilities	i of a its ov subje	Available to any customer with an expected consumption of at least 9,000 Mcf per year, on an individual service at the same premise, who has purchased its own supply of natural gas and require transportation by the Company to the customer's facilities subject to suitable service being available from existing facilities.	ਸ ਨ <del>ਹ</del>
ъ.	Net Monthly Rate							
	In addition to any and all charges assessed by other parties, there will be applied:	d all cha	rges assessed by	, othe	r partics, th	iere w	ill be applied:	
	a) Transportation Administration Fee - \$50.00 per customer per month	vdministr	ation Fce - \$50	-00 p	cr custome	r per r	nonth	Ξ
	b) Distribution Charge for High Priority Service	rge for H	igh Priority Scr	vice				
	First	300	Mcf	8	\$ 1.2000	. bcr	Mcſ	Eε
	Next	14,700	Mcf	۲	0.6946	per	Mcf	ε
	Over	15,000	Mcf	۲	0.4299	per	Mcf	ε
	c) Distribution Charge for Low Priority Service	rge for L	ow Priority Scn	vice				
	First	15,000	Mcſ	۲	\$ 0.5300	pcr	Mcſ	Ξ
	Over	15,000	Mcf	۲	0.3301	pcr	Mcf	ß
	d) Applicable Non-Commod Adjustment (GCA) filing.	Commod A) filing.	ity Components	s (She	ct No. 6) a	s calc	Applicable Non-Commodity Components (Sheet No. 6) as calculated in the Company's Gas Cost Adjustment (GCA) filing.	
	c) Electronic Flow	Mcasurei	nent ("EFM") f	aciliti	ies charge,	if app	Electronic Flow Measurement ("EFM") facilities charge, if applicable (Sheet No. 51).	
	All gas consumed by the custome interruptible) will be considered f of 15,000 Mcf has been achieved.	ed by the ill be con as been a	customer (Sale: sidered for the J ichieved.	s, trau purpo	isportation, se of deterr	and o minin	All gas consumed by the customer (Sales, transportation, and carriage: firm, high load factor, interruptible) will be considered for the purpose of determining whether the volume requirement of 15,000 Mcf has been achieved.	
ISS	ISSUED: May 28, 1999						EFFECTIVE: July 1, 1999	٦

ß

**ISSUED BY: William J. Senter** 

All gas consumed by the customer (Sales, transportation, and carriage; firm, high load factor, interruptible) will be considered for the purpose of determining whether the volume requirement of 15,000 Mcf has been achieved.

EFFECTIVE: March 1, 1996

(Issued by Authority of an Order of the Public Service Commission in Case no. 95-010 dated October 20, 1995.)

ISSUED BY: Lee Allen Everett

ISSUED: October 2, 1995

Vice President - Rate & Regulatory Affairs

Vice President - Rates & Regulatory Affairs

Instant		Proposed For ENTIRE SERVICE AREA
35     WESTERN KENTUCKY CAS COMTANY <ul> <li>Interview</li> <li>Inte</li></ul>	P.S.C. NO. 20 Second Revised Sheet No. 35 Cancelling P.S.C. No. 19	. 19 <sub>1</sub> .21
General Transportation Service Inter T-3     General Transportation Service Inter T-3       1     Net Monthy Bill.       1     The Net Monthy Bill.       1     Measurement of Mage and the appropriate Transportation Charge (plastinution Charge pills Net- transportation Charge and Wargelfeable (plastic entransportation Charge (plastinution Charge pills Net- transportation Charge pills and Wargeneration Charge (plastinution Charge pills Net- ber Science of High Load Factor (HL), demand charge under fasts G-1 and G-2.       1     Nomination Volume or "Nomination" of this tatifity. The Net Monthy Science (HL), demand charge under fasts G-1 and G-2.       1     Nomination Volume or "Nomination" - The Level of daily volume in Met a contransition" of this tatifity. The Science distribution Charge pills of the Charge Pills Science (HL), demand charge under tasts G-1 and G-2.       1     Nomination Charge pills and the contransportation" - The Level of daily volume in Met a contransition with the contransition" - The Level of daily volume in Met a contransition with the contransport of the Charge Pills of the Charge Pills of the Charge Pills Science (HL), demand charge under charge Pills of the Charge Pills Science (HL) demand charge of the Charge Pills of the Charge Pills Science (HL) demand charge Pills of th	First Revised Sheet No. 35	WESTERN KENTUCKY GAS COMPANY
Storage Transportation Service.       Storage Transportation       Intel T-3.         Rise T_3       Rise T_3       Rise T_3         Rise Rise Rise Rise Rise Rise Rise Rise	WESTERN KENTUCKY GAS COMPANY	
4       Net Monthy Bill. for T-2 Service, shall be equal to the sum of the Transportation Output Flow Measurement ("ERN) the initiation supportation Transportation Charge pairs Neurophysical Flow Measurement ("ERN) the initiation supportation of the pairs Neurophysical Sciences" of this matth. The extension of Transportation Charge pairs Charge and High Load Factor (HLF) domand charge under Rates G1 and G2.         Lund       2.       Noninstead by the customer via lab be billed for purchases and my applicable base Charge and High Load Factor (HLF) domand charge under Rates G1 and G2.         Lund       2.       Noninstead by the Customer shall helded an allowinger for and Unsecontrol and Unsecontrol gas to a company. State ("Company", system Lost and Unsecontrol gas to a company" system Lost and Unsecontrol gas to a company of the addiverse of the company. System Lost and Unsecontrol gas to a company of the addiverse of the company. State ("Company", system Lost and Unsecontrol gas to a company" and the customer of a company" system Lost and Unsecontrol gas to a company of the addiverse of the company. State ("Company", system Lost and Unsecontrol gas to a company" and the customer of a company" system Lost and Unsecontrol gas to a company of the addiverse of the customer and the system company of the addiverse of the customer and the system company of the addiverse of the customer of the customer and the addiverse of the addiverse addiverse addiverse of the addiverse of the addiverse	Storage Transportation Scrvice	Rate T-2
1     The Net Monthly Bill, for T-3 Service, shall be equal to the sum of the Transportation Charge plate Neu- conditify comportance Transportation Charge plate Neu- conditify compositions if the method plate of the customer of Transportation Charge plate Flow       1     The condition of the anching that the customer of Transportation Charge plate Plate Discretions if Flow Measurement (TFIA) the customer of Transportation Charge plate Plate Plate Discretions if Flow Measurement (TFIA) the customer of Transport of the plate positions flow       1     The condition of the anching Load Factor (ILL) demand charge under claras of the applicable Discretions if Flow Measurement (TFIA) the customer of the company's server under charge and Flow Measurement (TFIA) demand charge under claras of the applicable big the measurement of the customer of the company's server under claras and under the company's server under claras and the customer of the Customer shall include an allowing the related system Lost and Unsectomered gas percentage as and in the customer to the Company's server transportation and Customer shall be reduced to cover the Canapany's current Transportation and Unsectomered gas percentage as and in the transport to the Company's server transport of the numbrind deadline of the respective interstate transport. Sett nomination the Customer's facilities will be made by the existance to the Company's areas nome to the Customer's facilities will be made by the existance to the Company's server transport of the numbrind deadline of the respective interstate transports. Sett nomination the Customer's facilities will be made by the existance to the Company's server transport of the numbrind deadline of the respective interstate transport. Sett nomination the Customer's facilities will be made by the existance to the Company's areas transport of the numbrind deadline of the respective interstate transport Lost and the company a	Rate T-2	
ration T Flow Flow Load Cond t and Tringc Tr		
Icf as 1     T       Alume     T       Alum <td< td=""><td>· </td><td></td></td<>	· 	
tef as T blume and trange trange trange trange trange trange trange trange trange trans basis to the second d gas trans to the second d gas trans to the second d gas trans tr		
basis come come ation ation r 1, 1995 ISSL ISSL		Definition: "Nominated Volume" or "Nomination" – The Level of darly volume in Mef as requested by the customer to be transported and diclivered by the Company's system Lost nominated by the Customer shall include an allowance for the Company's system Lost and Unaccounted gas percentage as stated in the Company's current Transportation and Carriage tariff Sheet No. 6. The volumes delivered by the Customer to the Company for redelivery to the Customer's facilities will be reduced to cover the related system Lost and Unaccounted gas quantities.
rr 1, 1995 rr 1, 1995 ISSUED BV: William J. Senter Vice President –	quantutes. Such nomination request shall be made by the customer to the Company on a periodic basis prior to the nomination deadline of the respective interstate transporter. Such nomination may be adjusted prospectively from time to time during the billing period as may become necessary. However, the Company retains the right to limit the number of nomination adjustments during the billing period.	Such nomination request shall be made by the customer to the Company on a periodic basis prior to the nomination deadline of the respective interstate transporter. Such nomination may be adjusted prospectively from time to time during the billing period as may become necessary. However, the Company retains the right to limit the number of nomination adjustments during the billing period.
rr 1, 1995 Irs 1, 1995 Iss UED BY: William J. Senter Vice President –		· · · · · · · · · · · · · · · · · · ·
er I, 1995 ISSUED: May 28, 1999 ISSUED BY: William J. Senter Vice President –		
its ISSUED BY: William J. Senter		
	ISSUED BY: Lee Allen Everett Vice President – Rates & Regulatory Affairs	
	· ·	· · · · · · · · · · · · · · · · · · ·

Presen	

WESTERN KENTUCKY GAS COMPANY

÷

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SILEET No. 36 Gancelling First Revised SILEET No. 36

Proposed



е Г

E

WESTERN KENTUCKY GAS COMPANY	General Transportation Service	Rate T-2	b) It will be the responsibility of the customer to pay all costs for additional facilities and/or equipment which will be required as a result of receiving transportation under this Transportation TarifT Rate (additional facilities may be required to allow for changing	from weekly or monthly meter readings to daily meter record for the billing period).	and operated by the Company to obtain transportation service. The enstance, indiminance, resonance is restoring is a restoring is a restoring is a restoring in the restoring and communications environg services and restoring to the	EFM equipment. Customers required to install EFM may elect the optional monthly EFM facilities charges (Sheet No. 51). EFM equipment is not required for customers yhose	contractual requirements with the Company are less than 300 Mcf/day; however, such customers may, at their option, elect to install EFM equipment under the same provisions set forth above.	8. Terms and Conditions	a) Specific details relating to volume, delivery point and similar matters shall be covered by a separate written contract or amendment with the customer.	b) Gas transported under this Transportation Tariff Rate is subject to the provisions of the Company's curtailment order.	c) The Company will not be obligated to deliver a total supply of gas to the customer in excess if the customer's maximum contracted volumes.	<ul> <li>d) It shall be the customer's responsibility to make all necessary arrangements, including obtaining any regulatory approval required, to deliver gas transported under this Transportation Tariff Rate to the facilities of the Company.</li> </ul>	c) The Company reserves the right to refuse to accept gas that does not meet the Company's quality specifications.	f) The Rules and Regulations and Orders of the Kentucky Public Service Commission and of the Company and the Company's General Terms and Conditions applicable to the Company's Sales Tariff Rates shall likewise apply to these Transportation Tariff Rates and	all contracts and amendments thereunder.	ISSUED: May 28 1000	Senter Vice President -
						-		·									
Storage Transportation Service	Kate 1-2	b) It will be the responsibility of the customer to pay all costs for additional facilities and/or	equipment which will be required as a result of receiving transportation under this Transportation Tariff Rate (additional facilities may be required to allow for changing from weekly or monthly meter readings to daily meter record for the hilling period). Electronic flow measurement "FEM", reminiment is revuived to be indedled measurement	and operated by the Company to obtain transportation service. The ensured internation, reconscience of the company to obtain transportation service. The ensurement is reconsciented for reconcilent the closeries and company to the closeries of t	Experiments for provining the execute and communication support services related to the EFM equipment. Provided, however, FFM equipment is not required for customers whose contractual requirements with the Communication has able ACEON. Concernent	required to install EFM may elect the optional monthly EFM facilities charge (Sheet No. 51).	8. Terms and Conditions	a) Specific details relating to volume, delivery point and similar matters shall be covered by a separate written contract or amendment with the customer.	b) Gas transported under this Transportation Tariff Rate is subject to the provisions of the Company's curtailment order.	c) The Company will not be obligated to deliver a total supply of gas to the customer in excess if the customer's maximum contracted volumes.	d) It shall be the customer's responsibility to make all necessary arrangements, including obtaining any regulatory approval required, to deliver gas transported under this Transportation Tariff Rate to the facilities of the Commun.	<ul> <li>c) The Company reserves the right to refuse to accept gas that does not meet the Company's quality specifications.</li> </ul>	f) The Rules and Regulations and Orders of the Kentucky Public Service Commission and of the Company and the Company's General Terms and Conditions applicable to the	Company's solids fartif Rates shall likewise apply to these I ransportation Tariff Rates and all contracts and amendments thereunder.	ISSUED: October 2, 1995 EFFECTIVE: November 1, 1995	(Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20, 1995.)	ISSUED BY: Lee Allen Everett Vice President – Rates & Regulatory Affairs

Proposed Second REAL Second Revised Sheet No. 37 Cancelling First Revised Sheet No. 37	WESTERN KENTUCKY GAS COMPANY	General Transportation Service (T) Rate T-2	9. <u>Alternative Fuel Responsive Flex Provision</u>	Notwithstanding any other provision of this tariff, the Company may, periodically. Rex the otherwise applicable Distribution Charge on a customer specific basis if, a customer presents writterent reliable and persuasive information to satisfactorily prove to the Company that alternative fuel, usable by the customer's facility, is readily available, in both advantageous price and adequate quantity. to completely or materially displace the gas service that would otherwise be facilitated by this tariff. The customer shall submit the appropriate information by affidavit on a form on file with the Commission and provided by the Company. The Company may require additional information to evaluate the merit of the flex request.	Purstant to this Section, the Company may flex the otherwise applicable transportation rate to allow the delivered cost of gas to approximate the customer's total cost, including handling and storage charges, of available alternative fuel. The minimum flexed rate shall be the non-commodity component of the customer's otherwise applicable rate.	The Company will not flex for volumes which, if delivered, would exceed either (1) the current operable alternative fuel fired capability of the customer's facilities, or (2) the energy equivalent of the quantity of alternative fact available to the customer, whichever is less. The Company reserves the right to confirm, to its satisfaction, the customer's alternative fuel capability and the reasonableness of the represented price and quantity of available alternative fuel.				ISSUED: May 28, 1999 EFFECTIVE: July 1, 1999 ISSUED BY: William J. Senter Vice President – Rates & Regulatory Affairs	
Present First Revised Shert No. 37 Cancelling Original Sheet No. 37	WESTERN KENTUCKY GAS COMPANY	Storage Transportation Service Rate T-2	9. Alternative Fuel Responsive Flex Provision	Notwithstanding any other provision of this tariff, the Company may, periodically, flex the otherwise applicable rate on a customer specific basis if, a customer presents sufficient reliable and persuasive information to statisfactorily prove to the Company that alternative fuel, usable by the customer's fielility, is readily available, in both advantageous price and adequate quantity, to completely or materially displace the gas service that would otherwise facilitated by this fariff. The customer shalf submit the appropriate information by alfidavit on a form on file with the Commission and provided by the Company. The Company may require additional information to evaluate the merit of the flex request.	Pursuant to this Section, the Company may flex the otherwise applicable transportation rate to allow the delivered cost of gas to approximate the customer's total cost, including handling and storage charges, of available alternative fuel. The minimum flexed rate shall be the non-commodity component of the customer's otherwise applicable rate.	The Company will not flex for volumes which, if delivered, would exceed either (1) the current operable alternative fuel fired capability of the customer's facilities, or (2) the energy equivalent of the quarity of alternative fuel available to the customer, whichever is less. The Company reserves the right to confirm, to its satisfaction, the customer's alternative fuel capability of alternative free during of available alternative fuel.			ISSUED: March 29, 1993 EFFECTIVE: December 22, 1993	(Issued by Authority of an Order of the Public Service Commission in Case No. 92-558 dated December 22, 1993.) ISSUED BY: Mary S. Lovell Vice President – Rates & Regulatory Affairs	

WETERN KENTUCKY GAS COMPANY         WETERN KENTUCKY GAS COMPANY         STATE INFORMATION         INFORMATION         Non-provide a manufactoria         INFORMATION         INFORMATION         Non-provide a manufactoria         INFORMATION	Present FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Third Revised Sheet No. 38 Cancelling Second Revised Sheet No. 38	Proposed	FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Fourth Revised Sheet No. 38 Cancelling Third Revised Sheet No. 38
Status Transmission     Status Transmission     I       10.     Medianena-cit Transmission     Image Transmission       11.     The Volumena -cit Transmission     Image Transmission       12.     The Volumena -cit Transmission     Image Transmission       13.     The Volumena -cit Transmission     Image Transmission       14.     The Volumena -cit Transmission     Image Transmission       15.     The Volumena -cit Transmission     Image Transmission       16.     The Volumena -cit Transmission     Image Transmission       17.     Mean - cit Transmission     Image Transmission       18.     Mean - cit Transmission     Mean - cit Transmission       18.     Mean - cit Transmission     Mean - cit Transmission       18.     Mean - cit Transmission     Mean -	WESTERN KENTUCKY GAS COMPANY	WESTERN KENTUCKY GAS COMP	٨٧٨
10. Meetinema.     C1 - Meetinema.       11. The Vulnation of context, advice it watch for context with wave subscripts.     - X-valiships of context, advice it watch for context with wave subscripts.       11. The Vulnation of the Vulnation of the Section of the Context, advice it watch for context with wave subscripts.     - X-valiships of context, advice it watch for context with wave subscripts.       11. The Vulnation of the Vulnation of the Section of the Context and the Context and the Context and the Context and the Vulnation of the Section of the Context and th	Storage Transportation Service [17]		
The Voluencie clear in Souther Marken and Souther of Sorties, a faire is evalued for Future values and souther proved gas transportation service for which that extender equilities. A souther for the evaluation of project gate and the clearation of the Christian Souther Point Poin			
ISSUED: Culter 2, 195       EFFECTIVE: November 1, 105         ISSUED: Culter 2, 195       EFFECTIVE: November 1, 105         ISSUED: Culter 2, 195       ISSUED: May 28, 1999         ISSUED: Value 5 on dete ofter bulk Service Commission in Case A, 954.00       ISSUED: May 28, 1999         ISSUED IV: Lex Alben Event       Net President – Rutet & Regulatory Affins         ISSUED IV: Lex Alben Event       Vice President – Rutet & Regulatory Affins	•	-	
Reserved for Fut Reserved for Fut Reserved for Fut Reserved for Fut Reserved for Fut SSUED: May 28, 1999 after bolic Service Commission in Case No. 92-010 dated October 20, 1995. SSUED IN: William J. Senter Vice President – Rates & Regulatory Affairs LESTER AFTER Service Commission in Case No. 92-010 dated October 20, 1995.		· ·	
EFFECTIVE: November 1, 1995     ISSUED: May 28, 1999       of the Public Service Commission in Case No. 95-01 dated October 20, 1993.)     ISSUED: May 28, 1999       octot     Vice President – Rates & Regulatory Affairs     ISSUED INY: William J. Senter		Re	served for Future Use
EFFECTIVE: November I, 1995     ISSUED: May 28, 1999       of the Public Service Commission in Case No. 95-010 dated October 20, 1995.)     ISSUED: INAy 28, 1999       of the Public Service Commission in Case No. 95-010 dated October 20, 1995.)     ISSUED INY: William J. Senter			
EFFECTIVE: November I, 1995       ISSUED: May 28, 1999         of the Public Service Commission in Case No. 95-010 dated October 20, 1995.)       ISSUED INV: william J. Senter         orcett       Vice President – Rutes & Regulatory Affairs			·
EFFECTIVE: November I, 1905           ISSUED: May 28, 1999             of the Public Service Commission in Case No. 95-010 dated October 20, 1905.)           ISSUED: May 28, 1999             of the Public Service Commission in Case No. 95-010 dated October 20, 1905.)           ISSUED: May 28, 1999             of the Public Service Commission in Case No. 95-010 dated October 20, 1905.)           ISSUED: May 28, 1999             verett           Vice President – Rates & Regulatory Affairs           ISSUED IBY: William J. Senter			
EFFECTIVE: November I, 1995       ISSUED: May 28, 1999         of the Public Service Commission in Case No. 95-010 dated October 20, 1995.)       ISSUED: May 28, 1999         vertett       Vice President – Rates & Regulatory Affairs			
EFFECTIVE: November I, 1995 of the Public Service Commission in Case No. 95-010 dated October 20, 1995.) verett Vice President – Rates & Regulatory Affairs Keelt Vice President – Rates & Regulatory Affairs			
ISSUED BY: William J. Senter	EFFECTIVE: November 1,	ISSUED: May 28, 1999	EFFECTIVE: July 1, 1999
	(Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20, 1995.) ISSUED BY: Lee Allen Everett Vice President – Rates & Regulatory Affairs	ISSUED BY: William J. Senter	Vice President - Rates & Regulatory Aff
	· · ·		
		•	
		•	·

يبال	
Š	
e L	
ደ	

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SHEFT No. 40 First Revised SHEET No. 40 Cancelling

Proposed



ΕE

Interruptible Carriage Service

**VS COMPANY** 

Rate T-3

~	
~	
~	
~	
<u> </u>	
-	
>	
-	
0	
δ.	
0	
-	
0	
<.	
<u> </u>	
~	
. م	
∠	
0	
<u> </u>	
-	
-	
<u> </u>	
<u> </u>	
2	
<b>v</b>	
-	
~	
~	
÷.	
<u>(-)</u>	
· • •	
ir.	
Ξ.	
r_* -	
r_* -	

		. •	WESTERN KENTUCKY G
	Storage Transportation Service Rate T-2		
	Applicable		
	Entire service area of the Company to any customer for that portion of the customer's interruptible requirements not included under one of the Company's sales tariffs.		1. <u>Applicable</u> Entire'service area of th
ň	Availability of Service		requirements not includ
	a) Available to any customer with an expected domand of at least 9,000 Mcf per year, on an individual service at the same premise, who has purchased its own supply of natural gas and require interruptible carriage service by the Company to customer's facilities subject to suitable service being available from existing facilities.	 F	<ol> <li><u>Availability of Service</u></li> <li>a) Available to any cu individual service a recurire internatible</li> </ol>
•	b) The Company may decline to initiate service to a customer under this tariff or to allow a customer receiving service under this tariff to elect any other service provided by the Company, if in the Company's sole judgment, the performance of such service would be contrary to good operating practice or would have a detrimental impact on other customers serviced by the Company.		service being availa service being availa b) The Company may c receiving service un Company's sole iud
ŗ	Net Monthly Rate		practice or would ha
	In addition to any and all charges assessed by other parties, there will be applied:		3. Net Monthly Rate
	a) Base Charge b) Transportation Administration Fee - 45.00 per customer per month	Z	In addition to any and a a) Base Charge
	c) Simple Margin for Interruptible Service		b) Transportation Adu
	First 15,000 Mcf (@ 50.4936 per Mcf Over 15,000 Mcf (@ 0.3436 per Mcf		c) Distribution Charge
	d) Applicable Non-Commodity Components (Sheet No. 6) as calculated in the Company's Gas Cost Adjustment (GCA) filting.	т.	Over 15,000 M
	e) Electronic Flow Measurement ("EFM") facilities charge, if applicable (Sheet No. 51).		d) Applicable Non-Co Adjustment (GUA)
	All gas consumed by the customer (Sales, transportation, and carriage; firm, high load factor, interuptible) will be considered for the purpose of determining whether the volume requirement of 15,000 Mcf has been achieved.	÷	<ul> <li>e) Electronic Flow Me</li> <li>All gas consumed by the interruptible) will be con</li> </ul>
ssu	SSUED: October 2, 1995 EFFECTIVE: November 1, 1995		of 15,000 McF has been

decline to initiate service to a customer under this tariff or to allow a customer der this tariff to elect any other service provided by the Company. if in the Igment, the performance of such service would be contrary to good operating ave a detrimental impact on other customers serviced by the Company. mmodity Components (Sheet No. 6) as calculated in the Company's Gas Cost istomer with an expected demand of at least 9,000 Mcf per year, on an at the same premise, who has purchased its own supply of natural gas and e carriage service by the Company to customer's facilities subject to suitable able from existing facilities. is Company to any customer for that portion of the customer's interruptible fed under one of the Company's sales tariffs. e customer (Sales, transportation, and carriage: firm, high load factor, usidered for the purpose of determining whether the volume requirement EFFECTIVE: July 1, 1999 \$250.00 per delivery point 50.00 per customer per month asurement ("EFM") facilities charge, if applicable (Sheet No. 51). Il charges assessed by other parties, there will be applied: (i) \$0.5300 per Mef (ii) 0.3301 per Mef . . for Interruptible Service inistration Fcc achieved. filing. Ŀ lcf. ISSUED: May 28, 1999

Ξŝ

Vice President - Rates & Regulatory Affairs

**ISSUED BY: William J. Senter** 

(Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20, 1995.)

Vice President - Rates & Regulatory Affairs

**ISSUED BY: Lee Allen Everett** 

.

ε

εε

eser
Pre

÷

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SILEET No. 41 Cancelling First Revised SHEET No. 41

Proposed

.



Ē

WESTERN KENTUCKY GAS COMPANY			WESTERN KENTUCKY GAS COMPANY	Second Kevised SHEE I No. 41	
Storage Tra	Storage Transportation Service Rate T-2		Interru	Interruptible Carriage Service Rate T-3	EE LT
4. Net Monthly Bill			4. Net Monthly Bill		
The Net Monthly Bill shall be equal to the su Fce, and applicable Simple Margin and Non- Flow Measurement ("EFM") facilities charge	The Net Monthly Bill shall be equal to the sum of the Base Charge, the Transportation Administration Fee, and applicable Simple Margin and Non-Commodity Component, and any applicable Electronic Flow Measurement ("EFM") facilities charges (see Subsection 8 "Special Provisions" of this tariff.)		The Net Monthly Bill shall be equal to t Fee, and applicable Distribution Charge Electronic Flow Measurement ("EFM")	The Net Monthly Bill shall be equal to the sum of the Base Charge, the Transportation Administration Fee, and applicable Distribution Charge and Non-Commodity Component, and any applicable Electronic Flow Measurement ("EFM") facilities charges (see Subsection 8 "Special Provisions" of this	E
5. Nominated Volume		-	tariff.)		
Definition: "Nominated Volume" or "Nomination" – The leve the customer to be transported and delivered by the Company. Customer shall include an allowance for the Company's syster as stated in the Company's current Transportation and Carriag delivered by the Customer to the Company for redelivery to th cover the related system Lost and Unaccounted gas quantities.	Definition: "Nominated Volume" or "Nomination" – The level of daily volume in Mcf as requested by the eustomer to be transported and delivered by the Company. Such volume nominated by the Customer shall include an allowance for the Company's system Lost and Unaccounted gas percentage as stated in the Company's current Transportation and Carriage tariff Sheet No. 6. The volumes delivered by the Customer to the Company for redelivery to the Customer's facilities will be reduced to cover the related system Lost and Unaccounted gas quantities.	÷	<ol> <li>Nominated Volume Definition: "Nominated Volume" or "N the customer to be transported and delive Customer shall include an allowance for as stated in the Company's current Trans delivered by the Customer to the Company</li> </ol>	Nominated Volume Definition: "Nominated Volume" or "Nomination" – The level of daily volume in Mef as requested by the customer to be transported and delivered by the Company. Such volume nominated by fne Customer shall include an allowance for the Company's system Lost and Unaccounted gas percentage as stated in the Company's current Transportation and Carriage tariff Sheet No. 6. The volumes delivered by the Customer to the Company for redelivery to the Customer's facilities will be reduced to	
Such nomination request shall be made by the nomination deadline of the respective intersta prospectively from time to time during the bil Company retains the right to limit the number	Such nomination request shall be made by the customer to the Company on a periodic basis prior to the nomination deadline of the respective interstate transporter. Such nomination may be adjusted prospectively from time to time during the billing period as may become necessary. However, the Company retains the right to limit the number of nomination adjustments during the billing period.		cover the related system Lost and Unaccounted gas quantities. Such nomination request shall be made by the customer to the nomination deadline of the respective interstate transporter. Si prospectively from time to time during the billing period as m. Company retains the right to limit the number of nomination a	cover the related system Lost and Unaccounted gas quantities. Such nomination request shall be made by the customer to the Company on a periodic basis prior to the nomination deadline of the respective interstate transporter. Such nomination may be adjusted prospectively from time to time during the billing period as may become necessary. However, the Company retains the right to limit the number of nomination adjustments during the billing period.	
				-	
ISSUED: October 2, 1005	EEEECTIVE. Manute 1 1000				
Order of the f verett	ublic Service Commission in Case No. 95-010 dated October 20, 1995.) Vice President – Rates & Regulatory Affairs		ISSUED: May 28, 1999 Sector RV: William I Source	EFFECTIVE: July 1, 1999	
				vice i resuent - kates & kegulatory Atlairs	

۰.

.

ļ

Presenter P.S.C. NO. 20	Pro	Proposed	FOR ENTIRE SERVICE AREA
WESTERN KENTUCKY GAS COMPANY			P.S.C. NO. 20 Second Revised SHEET No. 41A Cancelling First Revised SHEET No. 41A
Storage Transportation Service	WESTERN KENTU	WESTERN KENTUCKY GAS COMPANY	
Rate T-3		Interruptible Carriage Service	
6. Imbalances		Rate T-3	
The Company will calculate, on a monthly basis, the customer's Imbalance resulting from the	T 6. Inthalances		
differences that occur between the volume that the customer had delivered into the Company's facilities and the volume the Company delivered to the customer's facilities plus an allowance for system Lost and Unaccounted gas quantities.	The Company differences that the facilities and the	The Company will calculate, on a monthly basis, the customer's Imbalance resulting from the differences that occur between the volume that the customer had delivered into the Company's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the Company delivered to the customer's facilities and the volume the customer's facilities and the customer's facilities and the volume the customer's facilities and the volume the customer's facilities and the volume the volume the customer's facilities and the volume th	ulting from the the Company's is an allowance for
Imbalance = [ Mcf customer X (1 - L&U%) ] – Mcf company	T system Lost an	system Lost and Unaccounted gas quantities.	
Where:	- Imbalance	Imbalance = [ Mcf customer X (1 – L&U%) ] ~ Mcf company	
<ol> <li>"Mcf custome" are the total volumes that the customer had delivered to the Company's facilities.</li> </ol>	T Where:	Where: 1. "Mef casame" are the total volumes that the enstonner had delivered to the Commune is	he Company's
2. "Mcf Company" are the volumes the Company delivered into customer's facilities, however,		facilities.	e fundance ar
the Company will adjust the Imbalance, if at the Company's request, the customer did not take deliveries of the volumes the customer had delivered to the Company's facilities.	2. "Mcf o	"Mcf company" are the volumes the Company delivered into customer's facilities, however, the Company will adjust the Imbalance, if at the Company's request, the customer did not take deliveries of the volumes the customer had delivered	facilities, however, 1y's request, the smer had delivered
3. "L&U%" is the system Lost and Unaccounted gas percentage as stated in the Company's current Transnortation and Carriane tariff Sheet No. 6.			
The Imbalance volumes will be resolved by use of the following procedure:	3. "L&U%"	is the system Lost and Unaccounted gas percentage as stated in the Company's current Transportation and Carriage tariff Sheet No. 6.	ted in the Company's
a) If the Imbalance is negative and Imbalance volumes were approved by the Company, then the	T The Imbalance	The Imbalance volumes will be resolved by use of the following procedure:	
customer-will be biiled for the Imbalance volumes at a rate equal to 110% of the Company's sales rate (G-2). However, if the Imbalance volumes were not approved by the Company, then the Imbalance volumes shall be deemed as an overrun and may be billed at \$15,00 per Mcf. The Company has no obligation to provide gas supply to a customer electing service under this tariff.	a) If the Imba customer-v rate (G-2)	If the Imbalance is negative and Imbalance volumes were approved by the Company, then the eustomer-will be billed for the Imbalance volumes at a rate equal to 110% of the Company's sales rate (G-2). However, if the Imbalance volumes were not approved by the Company, then the Imbalance volumes shall be deemed as an overrum and the Commany as its sole discretion.	Company, then the of the Company's sales company, then the
If the Imbalance is positive, then the Company will purchase the Imbalance volumes in excess of "parked" volumes from the customer at the rates described in the following "Cash out" method in to the test of the customer at the rates described in the following "Cash out" method in the following "Cash out" method in to the customer at the rates described in the following "Cash out" method in the test of the following "Cash out" method in the following "Cash out" method in the test of the following "Cash out" method in the test of the following "Cash out" method in the test of the following "Cash out" method in the test of the following "Cash out" method in the test of the following "Cash out" method in the test of test of the test of	T apply a per	apply a penalty rate of up to \$15.00 per Mich. The Company has no obligation to provide gas supply to a customer electing service under this tariff.	
	If the Imba "parked" v item (b).	If the Imbalance is positive, then the Company will purchase the Imbalance volumes in excess of "parked" volumes from the customer at the rates described in the following "Cash out" method in item (b).	: volumes in excess of "Cash out" method in
· ·		• •	
ISSUED: October 2, 1995 EFFECTIVE: November 1, 1995			

.

- \_

Ξ

ED: October 2, 1995

..

÷

•

EFFECTIVE: November 1, 1995

(Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20, 1995.)

Vice President – Rates & Regulatory Affairs ISSUED BY: Lee Allen Everett

(r.v)

ISSUED: May 28, 1999

Vice President - Rates & Regulatory Affairs

EFFECTIVE: July 1, 1999

ISSUED BY: William J. Scnter

Proceeding Practice Service AR Practice ON 20 First Revised SHEET No. 41B Original SHEET No. 41B	<u>AREA</u> (o. 41B 41B	Proposed	FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SILEET No. 411B	
VESTERN KENTUCKY GAS COMPANY	•		Cancelling First Revised SHEET No. 41B	
Storage Transportation Service		WESTERN KENTUCKY GAS COMPANY	٨	
Rate T:3		Interr	Interruptible Carriage Service	E
b) "Cash out" Method				
Imbalance volumes Cash-out Price		b) "Cash out" Method		
First 5% of Mcf Customer @ 100% of Index Price		Imbalance volumes	Cash-out Price	
Next 5% of McG commune @ 90% of Index Price		l'irst 5% of Mcf customer	@ 100% of Index Price	
Over 10% of Mcf customer @ 80% of Index Price		Next 5% of Mcf Customer	@ 90% of Index Price	
Not to exceed the Imbalance volumes		Over 10% of Mcf customer	@ 80% of Index Price	
<sup>2</sup> The index price will equal the effective "Cash out" index price in effect for the transporting pipeline or as filed with the Commission by the Company.	-	Not to exceed the Imbalance volumes	ncs odino "Crath out" indou raina in official Cratheological carteria	
c) Customer will be reimbursed for all pipeline transportation commodity charges applying to o	to cash	pipeline or as filed with the Commission by the Company.	process process the entering of the Commission by the Company.	
out volumes. However, the reimbursement will not exceed pipeline transportation commodity charges the Company would have incurred to transport the "Cash Out" volumes.	<u>۲</u>	c) Customer will be reimbursed for al out volumes. However, the reimbu	Customer will be reimbursed for all pipeline transportation commodity charges applying to cash out volumes. However, the reimbursement will not exceed pipeline transportation commodity	
d) In addition to other tariff penalty provisions, the customer shall be responsible for any penalty (s) assessed by the pipeline (s) resulting from the customer's failure to match volumes that the customer had delivered to the Company's facilities with volumes the Company delivered into customer's facilities.	(s) (s)	charges the Company would have i d) In addition to other tariff penalty in assessed by the pipeline (s) resultin enstonmer had delivered to the Count	charges the Company would have incurred to transport the "Cash Out" volumes. In addition to other tariff penalty provisions, the customer shall be responsible for any penalty (s) assessed by the pipeline (s) resulting from the customer's failure to match volumes that the restormer had delivered to the Company's facilities with solumer to Company targets	
c) Customer may, by written agreement with the Company, arrange to "park" positive imbalance		customer's facilities.	aparty a recentres with voluntes the Company derivered fillo	
volumes, up to 10% of "MCF comment", on a monthly basis at .10/MCF per month. The parking service will be provided on a "best efforts" basis by the Company. Parked volumes will be deemed "first through the meter" delivered to the Customer in the month following delivery to the Company on the Customer's account.	ng. cerned	c) Customer may, by written agreement volumes, up to 10% of "MCF commay" service will be provided on a "best off "first through the meter" delivered to Company on the Customer's account.	Customer may, by written agreement with the Company, arrange to "park" positive imbalance volumes. up to 10% of "MCF cemany", on a monthly basis at .10/MCF per month. The parking service will be provided on a "best efforts" hasis by the Company. Parked volumes will be deemed "first through the meter" delivered to the Customer in the month following delivery to the Company on the Customer's account.	
SSUED: October 2, 1995	5001	•		
ler of the Public Service Commission in Case No. 95-010 dated October 20, 1995.		ISSUED: May 28, 1999	EFFECTIVE: July 1, 1999	
SSUED BV: Lee Allen Everett Vice President – Rates & Regulatory Affairs		ISSUED BY: William J. Senter	. Vicc President Rates & Regulatory Affairs	
	• •			

Present Fourth Review Started Stream		Proposed	FOR ENTIRE SERVICE AREA	
Third Revised SHEET				
WESTERN KENTUCKY GAS COMPANY			Fourth Revised SHEET No. 42	
Storage Transportation Service	-	WESTERN KENTUCKY GAS COMPANY		
Rate T-3		Interruptible Carriage Service	£	$\sim$
7. Curtailment		Rate T-3		
a) The Company shall have the right at any time without liability to the customer to curtail or to discontinue the delivery of gas entirely to the customer for any period of time when such curtailment or discontinuance is necessary to protect the requirements of domestic and commercial customers: to avoid an increased maximum daily demand in the Company's gas purchases; to avoid exercisive peak hoad and demands upon the gas transmission or distribution system; to relive system capacity constraints; to comply with any restriction or curtailment of any governmental agency having jurisdiction over the Company or its supplier to protect and insure the operation of the Company's underground storage system; for any custes due to force majeure (which includes nets of God, strikes, lockouts, civil commotion, riots, epidemics, lightning, carthquakes, fires, storms. floods, etc.); and for any other necessary or expedient reason at the discretion of the Company.	· · ·	7. Curtailment a) The Company shall have the right at any time without liability to the customer to curtail or to discontinue the delivery of gas entirely to the customer for any proid of time when such curtailment or discontinuance is necessary to protect the requirements of domestic and commercial customers; to avoid an increased maximum daily demand in the Company's gas purchases; to avoid an excessive peak load and demands upon the gas transmission or distribution system; to relieve system capacity constraints; to comply with any restriction or curtailment of any governmental agery having jurisdiction over the Company's supplier; to protect and insure the operation of the Company's underground stories day the Company's supplier; to protect and insure the operation of the Company's underground stories existences by the Company's supplier; to protect and insure the operation of the Company's underground stories company is custacided and stores existences of the Company's supplier; to protect and insure the operation of the Company's underground stories existences and insure the operation of the Company's underground stories configured and the company custs are based on the company in the company is any presented on the company is an enderground stories to any custant and insure the operation of the Company's underground stories configured and the company custs are protect and insure the operation of the Company's underground stories configured and the company custs are protect and insure the operation of the Company's underground stories configured and the company custace and insure the operation of the Company's underground stories configured and to the company custace and insure the operation of the company is underground stories. For entire custace and insure the operation of the company is underground stories configured and the custace and insure the operation of the company is underground and the custace and and the custace and and the custace and and the custace and and and the custace and and	(10 the customer to curtail or for any period of time when such rements of doncestic and commercial te Company's gas purchases: to avoid on or distribution system, to relieve or curtailment of any governmental or to comply with any restriction or op protect and insure the operation of the to force majeure (which includes tes, landslides, lightning, earthquakes,	
b) All curtailments or interruptions shall be in accordance with and subject to the Company's "Curtailment Order" as contained in Section 33 of its Rules and Regulations as filed with and approved by the Public Service Commission.		ITCS, storms, ribods, etc.); and for any other necessary or expedient reason at the discretion of the Company. b) All curtailments or interruptions shall be in accordance with and subject to the Company's "Curtailment Order" as contained in Section 33 of its Rules and Regulations as filed with and	ocdicut reason at the discretion of the with and subject to the Company's s and Regulations as filed with and	
8. Special Provisions		approved by the Public Service Commission.		
It will be the responsibility of the customer to pay all costs for additional facilities and/or equipment T which will be required as a result of receiving service under this Interruptible Carriage Service Rate T-3. Electronic flow measurement ("EFM") equipment is required to be installed, maintained, and operated by the Company to obtain transportation service. The customer is responsible for providing the electric and communication support services related to the EFM equipment. Provided, however,		<ol> <li>Special Provisions</li> <li>It will be the responsibility of the customer to pay all costs for additional facilities and/or equipment which will be required as a result of receiving service under this Interruptible Carriage Service Rate T.</li> <li>Electronic flow measurement ("EFM") equipment is required to be installed, maintained, and corrected to the correspondent by the Correspondent of the customer of the customer is required to be installed.</li> </ol>		
EFM equipment is not required for customers whose contractual requirements with the Company are less than 100 MCF/day. Customers required to install EFM may elect the optional monthly EFM facilities charge (Sheet No. 51).	· · · ·	operated by the Company to obtain transportation service. The customer is responsible for providing the electric and communications support services related to the EFM equipment. Customers required to install IFM may elect the optional monthly EFM facilities charge (Sheet No. 51). EFM equipment is not routed for enclosure with the electric section of the transformer of the section of the electric section of the	ustomer is responsible for providing (T) M equipment. Customers required to e (Sheet No. 51). EFM equipment is	~
$\Lambda$ written contract with maximum daily and monthly carriage volumes and with a minimum term of one year shall be required.	·····	not required on customers whose contractual requirements with the Company are less than 100 Mcf/day: however, such customers may, at their option, elect to install EFM equipment under the same provisions set forth above.	in the Company are less than 100 tstall EFM equipment under the same	-
No gas delivered under this rate schedule and applicable contract shall be available for resale to anyone other than an end-user for use as a motor vehicle fuel.		No gas delivered under this rate schedule and applicable contract shall be available for resale to anyone other than an end-user for use as a motor vehicle fuel.		
ISSUED: Octoher 2, 1995 EFFECTIVE: November 1, 1995				
(Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20, 1995.) ISSUED BY: Lee Allen Everett Vice President – Rates & Regulatory Affairs	-	ISSUED: May 28, 1999	EFFECTIVE: July I, 1999	
		ISSUED BY: William J. Senter Vice President -	Vice President - Rates & Regulatory Affairs	
•				

÷ • \*

;

÷

•	
_	
	1
	2
	d)
	res
	ð
:	. Ľ
	Ω
č –	

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SILEET No. 43 Cancelling First Revised SILEET No. 43

. :

... . .

WESTERN KENTUCKY GAS COMPANY

	$\Box$	Storage Transportation Service		Interruptib	Interruptible Carriage Service
		Rate T-3			Rate T-3
		Terms and Conditions		9. Terms and Conditions	
		a) Specific details relating to volume, delivery point and similar matters shall be covered by a separate written contract or amendment with the customer.	d by a separate	a) Specific details relating to volume, delivery point written contract or amendment with the customer.	Specific details relating to volume, delivery point and similar matters shall be covered by a separate written contract or amendment with the customer.
-		b) The Company will not be obligated to deliver a total supply of gas to the customer in customer's maximum daily carriage volumes. The Company has no obligation und provide any sales gas to the customer.	excess of the der this tariff to	<li>b) The Company will not be obligated to del customer's maximum daily carriage volt provide any sales gas to the customer.</li>	The Company will not be obligated to deliver a total supply of gas to the customer in excess of the customer's maximum daily carriage volumes. The Company has no obligation under this tariff to provide any sales gas to the customer.
-		c) It shall be the customer's responsibility to make all necessary arrangements, including obtaining any regulatory approval required, to deliver gas under this Interruptible Carriage Service Rate to the facilities of the Company.	g obtaining any T vice Rate to the	<ul> <li>c) It shall be the customer's responsibility to regulatory approval required, to deliver facilities of the Company.</li> </ul>	It shall be the customer's responsibility to make all necessary arrangements, including obtaining any regulatory approval required, to deliver gas under this Interruptible Carriage Service/Rate to the facilities of the Company.
		d) The Company reserves the right to refuse to accept gas that does not meet the Company's quality specifications.	my's quality	<ul> <li>d) The Company reserves the right to refuse specifications.</li> </ul>	The Company reserves the right to refuse to accept gas that does not meet the Company's quality specifications.
		c) The Rules and Regulations and Orders of the Kentucky Public Service Commission and of the Company and the Company's General Terms and Conditions applicable to the Company's Sales Tariff Rates shall likewise apply to these Carriage Service Rates and all contracts and amendments thereunder.	ind of the ompany's Sales ind amendments	e) The Rules and Regulations and Orders of Company and the Company's General 1 Tariff Rates shall likewise apply to these thereunder.	The Rules and Regulations and Orders of the Kentucky Public Service Commission and of the Company and the Company's General Terms and Conditions applicable to the Company's Sales Tariff Rates shall likewise apply to these Carriage Service Rates and all contracts and amendments thereunder.
		f) In the event the customer loses its gas supply, it may be allowed a reasonable time in which to secure replacement volumes (up to the contract daily carriage quantity), subject to provisions of Section 5 of this tariff.	me in which to o provisions of	f) In the event the customer loses its gas secure replacement volumes (up to the Section 5 of this tariff.	In the event the customer loses its gas supply, it may be allowed a reasonable time in which to secure replacement volumes (up to the contract daily carriage quantity), subject to provisions of Section 5 of this tariff.
		$\Lambda$ "reasonable time" will be, except when precluded by operational constraints, make-up grace period by the respective interstate pipeline transporter.	matched to the	A "reasonable time" will be, except when precluded by operation make-up grace period by the respective interstate pipeline transporter.	A "reasonable time" will be, except when precluded by operational constraints, matched to the make-up grace period by the respective interstate pipeline transporter.
£					
-					
			· · ·		
	SSI	ISSUED: October 2, 1995 EFFECTIVE: Novemi	ber 1, 1995	ISSUED: May 28, 1999	EFFECTIVE: July 1, 1999
	lissu	(Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20,	(.201	ISSUED BY: William J. Senter	Vice President - Rates & Regulatory Affairs

.

Vice President - Rates & Regulatory Affairs

· ISSUED BY: Lee Allen Everett

: '

۰.

Ξ

.

Cancelling Second Revised SHEET No. 43

**EEAREA** 

FOR ENTIRE SECTE AREA P.S.C. NO. 20 Third Revised SHEET No. 43

Proposed

•	
	H
	Ð
·	S
	ð
· `	ቯ

ļ

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 44 Cancelling Original SHEET No. 44

Proposed



E

		Interrupt	
Channel Thomas and the C			Interruptione Carriage Service
Storage 1 ransportation Service	1		Rate T-3
<ul> <li>g) The customer will be solely responsible pitoline's evenance</li> </ul>	<u> </u>	<ul> <li>g) The customer will be solely responsibl pipeline's system.</li> </ul>	The customer will be solely responsible to correct, any imbalances it has caused on the applicable pipeline's system.
pipenie s system.		10. Late Payment Charge	
		A penalty may be assessed if a customer f customer's bill. The penalty may be as payment received shall first be applied to th not be assessed on unpaid penalty charges.	A penalty may be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The penalty may be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.
			. ·
	• • •		
ISSUED: March 29, 1993 EFFECTIVE: December 22, 1993		ISSUED: May 28, 1999	EFECTIVE: July 1, 1999

ŧ

Vice President - Rates & Regulatory Affairs

:

ISSUED BY: William J. Senter

Vice President - Rates & Regulatory Affairs

(Issued by Authority of an Order of the Public Service Commission in Case No. 92-558 dated December 22, 1993.)

ISSUED BY: Mary S. Lovell

Present

-

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Original SHEET No. 45

Proposed

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 45 Cancelling

. ,

.

.

.

ž	WESTERN KENTUCKY GAS COMPANY		Original Sheet No. 45	CL NO. 45	
	Storage Transportation Scrvice	÷	WESTERN KENTUCKY CAS COMPANY		
	Rate T-3	z	Interruptible Carriage Service	E	~
=	11. Alternative Fuel Responsive Flex Provisions		Rate T-3		
	Notwithstanding any other provision of this tariff, the Company may, periodically, flex the otherwise		11. Alternative Fuel Responsive Flex Provisions		
	applicable rate on a customer specific basis if, a customer presents sufficient reliable and persuasive information to satisfactorily prove to the Company that alternative fuel, usable by the customer's		Notwithstanding any other provision of this tariff, the Company may, periodically, flex the applicable	flex the applicable (T)	~
	facility, is readily available, in both advantageous price and adequate quantity, to completely or materially displace the gas service that would otherwise he facilitated by this tariff. The enstromer shalt	-	persuative information to satisfactorily prove to the Company that alternative fuel, usable by the	icient reliable and uel, usable by the	
	submit the appropriate information by affidavit on a form on file with the Commission and provided by		customer's factity, is readily available, in both advantageous price and adequate quantity, to completely or materially displace the mas service that would otherwise he facilitated by this rariff. The	quate quantity, to by this tariff The	
-	the company. The company may require additional information to evaluate the merit of the flex request.		customer shall submit the appropriate information by alfidavit on a form on file with the Commission and provided by the Commany. The Commany may require additional information to evaluate the merit	th the Commission	
	Pursuant to this Section, the Company may flex the otherwise applicable transportation rate to allow		of the flex request.		
	the delivered cost of gas to approximate the customer's total cost, including handling and storage charnes of available alternative fuel The minimum flaved rate that the disconcentration		Pursuant to this Section, the Company may flex the otherwise applicable transportation rate to allow	ation rate to allow	
	component of the customer's otherwise applicable rate.		the delivered cost of gas to approximate the customer's total cost, including handling and storage charges, of available alternative fuel. The minimum flexed rate shall be the non-commodiv	ndling and storage	
	The Company will not flex for volumes which, if delivered, would exceed either (1) the current		component of the customer's otherwise applicable rate.		
	operable alternative fuel fired capability of the customer's facilities, or (2) the energy equivalent of the		The Company will not flex for volumes which if delivered would exceed either (1) the current	er (1) the current	
	quantity of alternative fuel available to the customer, whichever is less. The Company reserves the right to confirm to its satisfaction, the customer's alternative fuel complitive and the concernations of		operable alternative fuel fired capability of the customer's facilities, or (2) the energy equivalent of the	y equivalent of the	
	the represented price and quantity of available alternative fuel.	+ +-=	quantity of alternative fuel available to the customer, whichever is less. The Company reserves the right to confirm to its enticfaction, the customer's alternative fuel constitution and the concomplances of	npany reserves the	
<u>-</u>			the represented price and quantity of available alternative fuel.		
	·		-		
			-		
				84	
-					
				-	
ISSI	ISSUED: March 29, 1993 EFFECTIVE: December 22, 1993				
(Issu	(Issued by Authority of an Order of the Public Service Commission in Case No. 92-558 dated December 22, 1993.)		ISSUED: May 28, 1999 EFFECTIVE: July 1, 1999	y 1, 1999	
ISSI	ISSUED BY: Mary S. Lovell Vice President - Rates & Regulatory Affairs		SSUED RV: William   Source   Vice Provident   Dates & Develor		
•			vice l'restaent – kates & kegulatory Atlans	y Allairs	

ŗ

ł

۰.

-	2
	¢
	Ő
	ö
	Ĩ
	۵.

P.S.C. NO. 20 First Revised SIIEET No. 46 Cancelling Original SIIEET No. 46 FOR ENTIRE SERVICE AREA

Proposed



E

WESTERN KENTUCKY GAS COMPANY		First Revised SHEET No. 46
Storage Transportation Service		WESTERN KENTUCKY GAS COMPANY
Itate 1-4		Firm Carriage Service
1. Applicable		Rate T-4
Entire Service Area of the Company to any customer for that portion of the customer's firm	•	1. <u>Applicable</u>
requirements not included under one of the Company's safes tarifies. 2. Availability of Service		Entire Service Area of the Company to any customer for that portion of the customer's firm requirements not included under one of the Company's sales tariffs.
a) Available to any customer with an expected demand of at least 9,000 Mcf per year, on an individual		2. Availability of Service
service at the same premise, who has purchased its own supply of natural gas and require firm carriage service by the Company to customer's facilities subject to suitable service being available from existing facilities.		a) Available to any customer with an expected demand of at least 9,000 Mcf per year, en an individual service at the same premise, who has purchased its own supply of natural gas and require firm carrients evolve by the Compared to contenue to contenue to contenue to contenue to the compared to contenue to the compared to contenue to the contenue t
b) The Company may decline to initiate service to a customer under this tariff or to allow a customer		currings served by the company to customer's factimes subject to sumable service being available from existing facilities.
receiving service under this tartil to clect any other service provided by the Company, if in the Company's sole judgment, the performance of such service would be contrary to good operating practice or would have a detrimental impact on other customers serviced by the Company.		b) The Company may decline to initiate service to a customer under this tariff or to allow a customer receiving service under this tariff to elect any other service provided by the Company, if in the Company, if in the
3. Net Monthly Rate		Company's sole judgment, us performance of steel service would be contrary to good operating, practice or would have a detrimental impact on other customers serviced by the Company.
In addition to any and all charges assessed by other parties, there will be applied:		3. Net Monthly Rate
a) Base Charge - 5150.00 per delivery point		In addition to any and all charges assessed by other parties, there will be applied:
		a) Base Charge - \$250.00 per delivery point
c) <u>Simple Margin for Firm Service</u>	•.	b) Transportation Administration Fee - 50.00 per customer per month
First 300 Mcf @ \$1.0615 pcr Mcf T		c) Distribution Charge for Firm Service
Next 14,700 Mcf @ 0.5585 per Mcf Over 15,000 Mcf @ 0.4085 over Mcf	-	First 300 Mcf @ \$1.2000 per Mcf
icable Non-Commodity Components (She stment (GCA) filing.	•	Next 14,700 Mcf @ 0.6946 per Mcf Over 15,000 Mcf @ 0.4299. per Mcf
d) Electronic Flow Measurement ("EFM") facilities charges, if applicable (Sheet No. 51),		<ul> <li>Appreciate Non-Commonty Components (Sneet No. 6) as calculated in the Company's Gas Cost Adjustment (GCA) filing.</li> </ul>
All gas consumed by the customer (Sales, transportation, and carriage: firm, high load factor,		c) Electronic Flow Measurement ("EFM") facilities charges, if applicable (Sheet No. 51).
interruptible) will be considered for the purpose of determining whether the volume requirement of 15,000 Mcf has been achieved.		All gas consumed by the customer (Sales, transportation, and carriage; firm, high load factor, intermulable) will be considered for the nurnese of determinion whether the volume requirement of
ISSUED: October 2, 1995	-	15,000 Mcf has been achieved.
(Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20, 1995.)		ISSUED: May 28, 1999 EFFECTIVE: July 1, 1999
ISSUED BV: Lee Allen Everett Vice President – Rates & Regulatory Affairs		ISSUED BY: William J. Senter Vice President – Rates & Regulatory Affairs

:

Eeee Ξ Ξ

Vice President - Rates & Regulatory Affairs

. .

ž	ומטק
2	ב
	-

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Original SILEET No. 47A

•

Present Original SILEET No. 47A		Proposed	FOR ENTIRE CEAREA P.S.C. NO. 20 First Revised SHEET No. 47A	
WESTERN KENTUCKY GAS COMPANY	·	·	Cancelling Original SHEET No. 47A	
Storage Transportation Service Nate T-4 N		WESTERN KENTUCKY GAS COMPANY		
6. Imbalances		Firm Carriage Service Rate T-4		E
The Company will calculate, on a monthly basis, the customer's Imbalance resulting from the differences that occur between the volume that the customer had delivered into the Company's facilities and the volume the Company delivered to the customer's facilities plus an allowance for system Lost and Unaccounted past quantities.	-	6. <u>Imhalances</u> The Company will calculate, on a monthly bas	Imbalances The Company will calculate, on a monthly basis, the customer's Imbalance resulting from the	
Imbalance = [Mcf Customer X (1-1.&U%)] - Mcf Company		differences that occur between the volume that facilities and the volume the Company delivered system Lost and Unseconned as aurarities	differences that occur between the volume that the customer had delivered into the Company's feithes and the volume the Company delivered to the customer's facilities plus an allowance for event to set and Inaccounted are anomation.	
Where: 1. "Mcf Courses" are the total volumes that the customer had delivered to the Company's facilities.		Imbalance = [Mcf Customer X (1-L&U%)] - Mcf Company	ic f company	
2. "Mef Company" are the volumes the Company delivered into customer's facilities, however, the Company's request, the		Where: I. "Mcf Customer" are the total volumes that the customer had delivered to the Company's facilities.	ie customer had delivered to the Company's	
customer did not take deliveries of the volumes the customer had delivered to the Company's facilities.		2. "Mcf company" are the volumes the Compan the Company will adjust the	are the volumes the Company delivered into customer's facilities, however, the Company will adjust the Imbalance, if at the Company's request, the	
<ol> <li>"L&amp;U%" is the system Lost and Unaccounted gas percentage as stated in the Company's current Transportation and Carriage tariff Sheet No. 6.</li> </ol>	• • • • • • • • • • •	customer did not take delive to the Company's facilities.	customer did not take deliveries of the volumes the customer had delivered to the Company's facilities.	
The Imbalance volumes will be resolved by use of the following procedure:		3. "L&U%" is the system Lost and Unac Company's current Transpor	is the system Lost and Unaccounted gas percentage as stated in the Company's current Transportation and Carriage tariff Sheet No. 6.	
a) If the finbalance is negative and Imbalance volumes were approved by the Company, then the customer will be billed for the Imbalance volumes at a rate equal to 110% of the Company's sales		The Imbalance volumes will he resolved by use of the following procedure:	he following procedure:	
rate (G-1). However, if the Imbalance volumes were not approved by the Company, then the Intralance volumes shall be deemed as an overrun and may be billed at \$15.00 per Mef. The Company has no obligation to provide gas supply to a customer electing service under this tariff.		a) If the Imbalance is negative and Imbalance volumes were approved by the Company, then the customer will be billed for the Imbalance volumes at a rate equal to 110% of the Company's rate (G-1). However, if the Imbalance volumes were not anorecod by the Company to	If the Imbalance is negative and Imbalance volumes were approved by the Company, then the eustomer will be billed for the Imbalance volumes at a rate equal to 110% of the Company's safes rate (G-1) However if the Imbalance volumes were not anoncoved by the Company's safes	
If the Imbalance is positive, then the Company will purchase the Imbalance volumes in excess of "parked" volumes from the customer at the rates described in the following "Cash out" method in		Imbalance volumes shall be deemed as an ove Company has no obligation to provide gas suppl	Company has no obligation to provide gas supply to a customer electing service under this tariff.	
		If the Imbalance is positive, then the Company "parked" volumes from the customer at the rate item (b).	If the Imbalance is positive, then the Company will purchase the Imbalance volumes in excess of "parked" volumes from the customer at the rates described in the following "Cash out" method in item (b).	
ISSUED: October 2, 1995 EFFECTIVE: November 1, 1995				
russeed by Aumonty of an Order of the Fublic Service Commission in Case No. 95-010 dated October 20, 1995.) ISSUED BY: Lee Allen Everett Vice President – Rates & Regulatory Affairs		ISSUED: May 28, 1999	EFFECTIVE: July 1, 1999	
		ISSUED BY: William J. Senter Vie	Vice President – Rates & Regulatory Affairs	

ł

.

.

Proposed FOR ENTIRE SERVICE AREA	First Revised SHEET No. 47B First Revised SHEET No. 47B Cancelling Original SHEET No. 47B Original SHEET No. 47B	Firm Carriage Service	Rate T-4	"Cash out" Method Inhalance volumes Cash-out Price First 5% of McF custome @ 100% of Index Price Next 5% of McF custome @ 90% of Index Price	96	Not to exceed the Imbalance volumes The index price will could the effective "Cash out" index price in effect for the transcording	process price with equation of effective classing our mack price in clickt for the transporting pipeline or as filed with the Commission by the Company. Customer will be reimbursed for all pipeline transportation commodity charges applying to cash out volumes. However, the reimbursement will not exceed pipeline transportation commodity charges the Company would have incurred to transport the "Cash Out" volumes.	In addition to other tariff penalty provisions, the customer shall be responsible for any penalty (s) assessed by the pipeline (s) resulting from the customer's failure to match volumes that the customer had delivered to the Company's facilities with volumes the Company delivered into customer's facilities.	Customer may, by written agreement with the Company, arrange to "park" positive imbalance volumes, up to 10% of "MCF company", on a monthly basis at .10/MCF per month. The parking service will be provided on a "best efforts" basis by the Company. Parked volumes will be deemed "first through the meter" delivered to the Customer in the month following delivery to the Company on the Customer's account.		May 28, 1999 EFFECTIVE: July 1, 1999	ISSUED BV: William J. Senter Vice President - Rates & Regulatory Affairs
FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Original SHEET No. 47B		z		Cash-out Price b) " 100% of Index Price 1 90% of Index Price 1 80% of Index Price N			÷		<del>.</del>	EFFECTIVE: November 1, 1995 ssion in Case No. 95-010 dated October 20. 1995 )	ISSUED:	ISSUED BY
Present	WESTERN KENTUCKY GAS COMPANY Storage Transportation Service	Rate T-4	b) "Cash out" Method	Imbalance volumes     C       Irist 5% of Mcf (waamee     @ 10       Next 5% of Mcf (waamee     @ 5       Over 10% of Mcf (waamee     @ 8	Not to exceed the Imbalance volumes	The index price will equal the effective "Cash out" index price in effect for the transporting pipeline or as filed with the Commission by the Company.	<ul> <li>c) Customer will be reimbursed for all pipeline transportation commodity charges applying to cash out volumes. However, the reimbursement will not exceed pipeline transportation commodity charges the Company would have incurred to transport the "Cash Out" volumes.</li> <li>d) In addition to other tariff penalty provisions, the customer shall be responsible for any penalty (s)</li> </ul>	<ul> <li>assessed by the priperime (s) resulting from the customer's faither to match volumes that the customer's facilities with volumes the Company delivered into customer's facilities.</li> <li>customer any, by written agreement with the Company, arrange to "park" positive imbalance or customer in 2 to 2 to 4 to 2.</li> </ul>	voluties, up to 10% of MCF compary of a monthly basis at 10/MCF per month. The parking service will be provided on a "best efforts" basis by the Company. Parked voluties will be deemed "Trist through the meter" delivered to the Customer in the month following delivery to the Company on the Customer's account.	ISSUED: October 2, 1995 (Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20, 1995.)	ISSUED BY: Lee Allen Everett Vice President - Rat	

• • .

ţ

ā	Present Original SHEET No. 47C	·	Proposed	FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Final P.S.C. NO. 20	
Ň	WESTERN KENTUCKY GAS COMPANY			Cancelling Cancelling Original SHEET No. 47C	
	Storage Transportation Service		WESTERN KENTUCKY GAS COMPANY		
1			Firm Carriage Service	(I)	c
r.	. Curtailment		Rate T-4		
<u>.</u>	All curtailments or interruptions shall be in accordance with and subject to the Company's "Curtailment Order" as contained in Section 33 of its Rules and Regulations as filed with and approved by the Public Service Commission and for any causes due to force majeure (which includes acts of God; strikes, lockouts, civil commotion, riots, epidemics, landslides, lightning, carthquakes, fires, storms, floods, etc.); and for any other necessary or expedient reason at the discretion of the Company. Special Provisions		<ol> <li>Curtailment</li> <li>All curtailments or interruptions shall be in accordance with and subject to the Company's "Curtailment Order" as contained in Section 33 of its Rules and Regulations as filed with and approved by the Public Service Commission and for any causes due to force majeure (which includes acts of God; strikes, lockouts, civil commotion, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, etc.); and for any other necessary or expedient reason at the discretion of the Company.</li> </ol>	nce with and subject to the Company's s and Regulations as filed with and approved the to force majeure (which includes acts of s. landslides, lightning, earthquakes, fires, ant reason at the discretion of the Company.	
· · · · · · · · · · · · · · · · · · ·	It will be the responsibility of the customer to pay all costs for additional facilities and/or equipment which will be required as a result of receiving service under this Firm Carriage Service Rate T-4. Electronic flow measurement ("EFM") equipment, acceptable to the Company. is required to be installed, maintained, and operated to obtain transportation service. The eustomer is responsible for providing the electric and communication support services related to the EFM equipment. Provided, however, EFM equipment is not required for customers whose requirements are less than 100 MCF/day. Customers required to install EFM may elect the optional monthly EFM facilities charge (First Revised Sheet No. 51).		8. Special Provisions It will be the responsibility of the customer to pay all costs for additional facilities and/or equipment which will be required as a result of receiving service under this Firm Carriage Service Rate T-4. Electronic flow measurement ("EFW") equipment is required to be installed, maintained, and operated by the Company to obtain transportation service. The customer is responsible for providing the electric and communications support services related to the EFM equipment. Customers required to install EFM may relect the optional monthly EFM facilities charges (Sheet No. 51). EFM equipment is not	its for additional facilities and/or equipment inder this Firm Carriage Service Rate T-4. red to be installed, maintained, and operated mer is responsible for providing the electric fequipment. Customers required to install ges (Sheet No. 51). EFM equipment is not	C
	A written contract with maximum daily and monthly carriage volumes and with a minimum term of one year shall be required.		required for customers whose contractual requirements with the Company are less than 100 Mcf/day; however, such customers may, at their option, elect to install EFM equipment under the same provisions set forth above.	Ih the Company are less than 100 Mcf/day; install EFM equipment under the same	ĉ
	No gas delivered under this rate schedule and applicable contract shall be available for resale to anyone other than an end-user for use as a motor vehicle fuel.		No gas delivered under this rate schedule and applicable contract shall be available for resale to anyone other than an end-user for use as a motor vehicle fuel.		5
		<u></u> .			
	· · · · ·				
	·				
SSI	ISSUED: October 2, 1995 EFFECTIVE: November 1, 1995				
(lss ISSI	(Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20, 1995.) ISSUED BY: Lee Allen Everett Vice President – Rates & Regulatory Affairs	:	ISSUED: May 28, 1999	EFFECTIVE: July 1, 1999	
			ISSUED BY: William J. Senter Vice Presi	Vice President – Rates & Regulatory Affairs	
	· · · · · · · · · · · · · · · · · · ·				

ŧ

- ..

ł

LL.	Le .	Present P.S.C. NO. 20 Original SHEET No. 47D		Proposed
-	WES	WESTERN KENTUCKY GAS COMPANY		
•		Storage Transportation Service (N)		WESTERN KENTUCKY GAS COMPANY
	.6	Terms and Conditions		Fin
		a) Specific details relating to volume, delivery point and similar matters shall be covered by a separate written contract or amendment with the customer.		9. Terms and Conditions
		b) The Company will not be obligated to deliver a total supply of gas to the customer in excess of the customer's maximum daily carriage volumes. The Company has no obligation under this tariff to provide any safes area to the customer.		a) Specific details relating to volume, de written contract or amendment with t
		<ul> <li>c) It shall be the customer's responsibility to make all necessary arrangements, including obtaining any regulatory approval required, to deliver gas under this Firm Carriage Service Rate to the facilities of the Company.</li> </ul>		
		d) The Company reserves the right to refuse to accept gas that does not meet the Company's quality specifications.		<li>c) It shall be the customer's responsibility any regulatory approval required, to facilities of the Company.</li>
		c) The Rules and Regulations and Orders of the Kentucky Public Service Commission and of the Company and the Company's General Terms and Conditions applicable to the Company's Sales Tariff Rates shall thereic and to the company of the Company's Sales		<ul> <li>d) The Company reserves the right to ref specifications.</li> </ul>
		Intervent values and increase apply to these Carriage Service Kates and all contracts and amendments thereunder. (f) In the event the customer loses its gas supply, it may be allowed a reasonable time in which to secure replacement volumes (up to the contract daily carriage quantity), subject to provisions of		<ul> <li>The Rules and Regulations and Order. Company and the Company's Gener: Tariff Rates shall likewise apply to th thereunder.</li> </ul>
		Section 5 of this tariff. A "reasonable time" will be, except when precluded by operational constraints, matched to the make-up grace period by the respective interstate pipeline transporter.		f) In the event the customer loses its g secure replacement volumes (up to the Section 5 of this tariff.
		g) The customer will be solely responsible to correct, or cause to be corrected, any imbalances it has caused on the applicable pipeline's system.		A "reasonable time" will be, except make-up grace period by the respectiv
				g) The customer will be solely responsib caused on the applicable pipeline's system
<u> </u>			-	

ţ

ISSUED: October 2, 1995

٠

EFFECTIVE: November 1, 1995 (Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20, 1995). Vice President - Rates & Regulatory Affairs **ISSUED BY: William J. Senter** 

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 47D Cancelling Original SHEET No. 47D

· ..

.

		Firm Carriage Service Rate T-4	ε
è.	١٦	Terms and Conditions	
	a)	Specific details relating to volume, delivery point and similar matters shall be covered by a separate written contract or amendment with the customer.	
	(q	The Company will not be obligated to deliver a total supply of gas to the customer in excess of the customer's maximum daily carriage volumes. The Company has no obligation under this tariff to provide any sales gas to the customer.	
	C)	It shall be the customer's responsibility to make all necessary arrangements, including obtaining any regulatory approval required, to deliver gas under this Firm Carriage Service Rate to the facilities of the Company.	E
	(p	The Company reserves the right to refuse to accept gas that does not meet the Company's quality specifications.	
	()	The Rules and Regulations and Orders of the Kentucky Public Service Commission and of the Company and the Company's General Terms and Conditions applicable to the Company's Sales Tariff Rates shall likewise apply to these Carriage Service Rates and all contracts and amendments thereunder.	
	c	In the event the customer losses its gas supply, it may be allowed a reasonable time in which to secure replacement volumes (up to the contract daily carriage quantity), subject to provisions of Section 5 of this tariff.	
		$\Lambda$ "reasonable time" will be, except when precluded by operational constraints, matched to the make-up grace period by the respective interstate pipeline transporter.	
	(a	The customer will be solely responsible to correct, or cause to be corrected, any imbalances it has caused on the applicable pipeline's system.	

۰.

ISSUED: May 28, 1999

Vice President - Rates & Regulatory Affairs

EFFECTIVE: July I, 1999

**ISSUED BY: William J. Senter** 

Dresent 0riginal SHEET No. 48		Proposed	FOR ENTIRE SECTICE AREA P.S.C. NO. 20 First Revised SHEET No. 48	
WESTERN KENTUCKY GAS COMPANY	• .	•	Cancelling Original SHEET No. 48	
Storage Transportation Service	-	WESTERN KENTUCKY GAS COMPANY		
Rate T-4	,	Firm Carriage Service		E
10. Late Payment Charge		Rate T-4		
A penalty may be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The penalty may be assessed only once on any bill for rendered services. Any payment received shall first he applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges. 11. Alternative Fuel Responsive Flex Provision		10. <u>Late Payment Charge</u> A penalty may be assessed if a customer fails to pay a hill for services by the due date shown on the customer's bill. The penalty may be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.	ill for services by the due date shown on the tee on any bill for rendered services. Any ce rendered. Additional penalty charges shall	
		11. <u>Alternative Fuet Responsive Flex Provision</u> Notwithstanding any other provision of this tariff, the Company may, periodically. flex the applicable Distribution Charge on a customer specific basis if, a customer presents sufficient reliable and persuasive information to satisfactorily prove to the Company that alternative fuel, usable by the customer's facility, is readily available, in both advantageous price and adequate quantity, to completely or materially displace the gas service that would otherwise be facilitated by this tariff. The customer shall submit the appropriate information by affidavit on a form on file with the Commission customer shall submit the appropriate information by affidavit on a form on file with the Commission		E
Pursuant to this Section, the Company may flex the otherwise applicable transportation rate to allow the delivered cost of gas to approximate the customer's total cost, including handling and storage charges, of available alternative fuel. The minimum flexed rate shall be the non-commodity component of the customer's otherwise applicable rate.		and province by the Company. The Company may require additional information to evaluate the merit of the flex request. Pursuant to this Section, the Company may flex the otherwise applicable transportation rate to allow the delivered cost of gas to approximate the customer's total cost, including handling and storage charges, of available alternative field. The minimum flexed rate shall be the non-commodity component of the evictories's otherwise and ich rate.	e additional information to evaluate the merit vise applicable transportation rate to allow the cost, including handling and storage charges, hall be the non-commodity component of the	
The Company will not flex for volumes which, if delivered, would exceed either (1) the current operable alternative fuel fired capability of the eustomer's facilities, or (2) the energy equivalent of the quantity of statistic statements, fuel evaluable to the customer, whichever is less. The Company reserves the right to confirm, to its satisfaction, the customer's alternative fuel capability and the reasonableness of the represented price and quantity of available alternative fuel.		The Company will not flex for volumes which, if delivered, would exceed either (1) the current operable alternative fuel fired capability of the customer's facilities, or (2) the cnergy equivalent of the quantity of alternative fuel available to the customer, whichever is less. The Company reserves the right to confirm, to its satisfaction, the customer's alternative fuel capability and the reasonableness of the represented price and quantity of available alternative fuel.	ivered, would exceed either (1) the current is facilities, or (2) the energy equivalent of the nichever is less. The Company reserves the tive fuel capability and the reasonableness of fuel.	•
SSUED: October 2, 1995	· · · · · · · · · · · · · · · · · · ·			
Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20, 1995.)		ISSUED: May 28, 1999	EFFECTIVE: July 1, 1999	
SSUED BY: Lee Allen Everett Vice President - Rates & Regulatory Affairs		ISSUED BY: William J. Senter Vice Presi	Vice President – Rates & Regulatory Affairs	
				•

ء -- . . -

1

•••

-

resei
Ē

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Original Sheet No. 49

WESTERN KENTUCKY GAS COMPANY

EFFECTIVE: July 1, 1999	ISSUED: May 28, 1999		EFFECTIVE: December 20, 1998	EFFECTIVE:	ISSUED: November 19, 1998	
@ \$0.10 per Mcf	a) Distribution Charge					
In addition to any and all charges assessed by other partics, and in addition to the charges applicable to Customer associated with their transportation (Rate T-2) or carriage service (Rate T-3 or Rate T-4) requirements, the following supplemental distribution charge will be applied to all volumes received and transported from the Alternate Receipt Point:	In addition to any and all charges applicable to Customer associated (Rate T-3 or Rate T-4) requirement be applied to all volumes received			te e e		
	3. Net Monthly Rate					
company s sore judgment, the performance of such service would be contrary to goo operating practice or would have a detrimental impact on other customers serviced by the Company.	Company's sore judgment, in operating practice or would he the Company.		<u> </u>			
service is available timoget existing tactities. The Company may decline to initiate service to a customer under this tariff, if in the Common's cole indoment the anticommon of each contract to non-	f) The Company may decline to					
Comparity in the source section of the Company's sole determination that such Available of service is contingent upon the Company's sole determination that such service is available through crietion facilities	<ul> <li>c) Availability of service is contingent upon the service is available through aviethin facilities</li> </ul>					
Access to certain alternate receipt points may be limited or restricted altogether by the	d) Access to certain alternate receiption					
The Company, in its sole judgment, shall determine the portions of its system to which access may be granted to a specific Alternate Receipt Point.	<ul> <li>c) The Company, in its sole judg which access may be granted</li> </ul>					
mine a second abanchin or the activity bound				<b>Reserved for Future Use</b>		
The alternate receipt point through which service is requested must be physically	b) The alternate receipt point thr		·· .			
other than the Company's interconnection with the pipeline, or supplier immediately upstream of customer's premises.	other than the Company's intercor upstream of customer's premises.					
a) Avanuation, surget to restructions noted octow, to any easion mutuing datapartition or carriage services, on an individual service at the same premise, who has purchased its own supply of natural fragmand requests delivery to the Company at a receipt point	or carriage services, on an ind its own supply of natural gas a	-				
	2. Availability of Service					
Entire service area of the Company to any customer, subject to limitations no:ed below. for that portion of the customer's transportation (Rate T-2) or carriage service (Rate T-3 or Rate T-4) requirements.	Entire service area of the Compari for that portion of the customer's or Rate T-4) requirements.		-			
	I. Applicable					
Rate T-5						
A formate Receipt Point Service	Altorn					÷

WESTERN KENTUCKY GAS COMPANY

## **MCE AREA** P.S.C. NO. 20 First Revised Sheet No. 49 Cancelling Orginal Sheet No. 49 FOR ENTIRE SE

Ê

Proposed

transpørtation las purchased receipt point immediately

Vice President - Rates & Regulatory Affairs

•

ISSUED BY: William J. Senter

Vice President - Rates & Regulatory Affairs

**ISSUED BY:** William J. Senter

Present	FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Original Sheet No. 50		Proposed	FOR ENTIRE SECTICE AREA P.S.C. NO. 20 First Revised Sheet No. 50 Cancelling Original Sheet No. 50
WESTERN KENTUCKY GAS COMPANY	IPANY	M	WESTERN KENTUCKY GAS COMPANY	`
			Alternate F	Alternate Receipt Point Service Rate T-5
			4. Imbalances	
			<ul> <li>a) Volumes delivered by the Company under the Altern subjected to imbalance restrictions additional to thos (Rate T-2) or carriage (Rate T-3 or Rate T-4) tariffs.</li> <li>b) Banking or Parking allowances for volumes delivere Point service may be limited or restricted altogether, judgment.</li> </ul>	ante Receipt Point servic. e specified in the transpc e d under the Alternate Re at the Company's sole
		• •	5. Terms and Conditions	~
<b>۲</b>	Reserved for Future Use		<ul> <li>a) Volumes under the Alternate Receipt Poin Company on a strictly interruptible basis.</li> <li>b) The Company is not responsible for any c arrangement for gas supply or capacity to arrangement for gas supply or capacity to specific details relating to volume, receip covered by a separate written contract or a d) Other than provisions referenced herein, c contract or annendment with the customer transportation (Rate T-2) or carriage (Rate</li> </ul>	Volumes under the Alternate Receipt Point service are received for redelivery by the Company on a strictly interruptible basis. The Company is not responsible for any costs incurred by the customer in its arrangement for gas supply or capacity to the Alternate Receipt Point. Specific details relating to volume, receipt point(s) and similar matters shall be covered by a separate written contract or amendment with the customer. Other than provisions referenced herein, or as more specifically set forth in the contract or amendment with the customer. It contract or amendment with the customer the contract or amendment with the customer than provisions referenced herein, or as more specifically set forth in the customer to ramendment with the customer to heto the customer to the customer to the customer toth
		· · · · · · · · · · · · · · · · · · ·		
ISSUED: November 19, 1998	EFFECTIVE: December 20, 1998			
· ISSUED BY: William J. Senter	Vice President – Rates & Regulatory Affairs	22 SI 	ISSUED: May 28, 1999 ISSUED BY: William J. Senter	EFFECTIVE: July 1, 1999 Vice President – Rates & Regulatory Affairs

· · ·



FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 51 Cancelling (First Substitute) Original SHEET No. 51

## WESTERN KENTUCKY GAS COMPANY

	Special Charges		
Tu	Turn on new service with meter set *	\$28.00	Ξ
Tu	Turn on service (shut-in test required) *	18.00	E
Tu	Turn on service (meter read only required) *	10.00	Ξ
Rc	Reconnect delinquent service	No Charge	
Re	Reconnect service temporarily off at customers request	25.00	E
Tc	Termination of field collection charge	5.00	E
Sp.	Special meter reading charge	No Charge	
ž	Meter test charge	20.00	Ξ
Rc	Returned check charge	15.00	Ξ
do	Optional Facilities Charge for Electronic Flow Measurement ("EFM") equipment –	ncnt –	
•	- Class 1 EFM equipment (less than \$7,500, including installation cost)	\$105.00 per mo.	2
•	- Class 2 EFM equipment (more than \$7,500 including installation cost)	\$210.00 per mo.	(z)
> *	<ul> <li>Waived for qualified low income applicants ("LIHEAP participants")</li> </ul>		
ISSUED:	ISSUED: October 2, 1995 EFFECTIVE: November 1, 1995	ovember I, 1995	

## Proposed

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SHEET No. 51 Cancelling First Revised SHEET No. 51

WESTERN KENTUCKY GAS COMPANY

Special Charges	harges	•	[]-]
Scrvice	After Hours	Regular	:
Meter Set	\$35.00	\$28.00	2
Turn-on*	25.00	20.00	(I'N)
Read	14.00	12.00	ź
Reconnect Delinquent Service	40.00	34.00 、	(I'N)
Seasonal Charge	73.00	65.00	ź
Special Meter Reading Charge	V/N	No Charge	
Meter Test Charge	V/N	20.00	
Returned Check Charge	N/A	23.00	ε
Late Payment Charge (Rate G-1 only)		5%	ŝ
Premises Charge for new residential service connections** - Requiring main extension - Not requiring main extension	nnections**	13.09 per mo. 11.28 per mo.	Ê
Optional Facilities Charge for Electronic Flow Mcasurement ("EFM") equipment - Class 1 EFM equipment (less than \$7,500, including installation costs) 105 - Class 2 EFM equipment (more than \$7,500, including installation costs) 245	Measurement ("EFM" including installation ( , including installation	) equipment costs) 105.00 per mo. costs) 245.00 per mo.	Ê
<ul> <li>Waived for qualified low income applicants ("LIHEAP participants")</li> <li>Waived for qualified low income applicants ("LIHEAP participants") and HUD-certified low income new housing</li> </ul>	s ("LIHEAP participar s ("LIHEAP participar	tts") tts") and HUD-certified	Ê
			······
ISSUED: May 28, 1999	EFFECT	EFFECTIVE: July 1, 1999	7

ISSUED BY: William J. Senter

(Issued by Authority of an Order of the Public Service Commission in Case No. 95-010 dated October 20, 1995.)

Vice President - Rates & Regulatory Affairs

**ISSUED BY: Lee Allen Everett** 

•\_\_\_

\_

Vice President - Rates & Regulatory Affairs

Proposed First Revised StillET No. 62 Cancelline	Origin	Rules and Regulations	4. Billings	a) The following is an example of the monthly bills sent to the Company's residential customers:	WESTERN WESTERN ADTITUCKT ADDI		2455-0000 2455-0000 2455-0000 2455-0000 2455-0000 2455-0000 2450 2450 2450 2450 2450 2450 2450	<ol> <li>Class of Service (Please see Sheet 7).</li> <li>Present and last preceding meter reading.</li> <li>Date of present reading.</li> <li>Number of units consumed.</li> <li>Number of units consumed.</li> <li>Neter constant if any - not applicable to Residential service.</li> <li>Naty adjustments.</li> <li>Any adjustments.</li> <li>Gross amount of bill - not applicable to Residential service.</li> <li>Date after which a penalty may apply.</li> <li>Indicates an estimated or calculated bill.</li> </ol>	NOTE: LARGE VOLUME COMMERCIAL AND INDUSTRIAL BILLING WILL DISPLAY THE ABOVE INFORMATION, BUT MAY BE PRESENTED IN A DIFFERENT FORMAT.	ISSUED: May 28, 1999 ISSUED BY: William J. Senter Vice President – Rates & Regulatory Affairs
Present Present Ogina SHET No. 22 October 2016	P Original SHE First Revised SH		Rules and Regulations (c)	4. <u>Billings</u> a) The following is an example of the monthly bills sent to the Commany's residential		3         4         0.11         0.10         0.06           2         4         0.11         0.10         10         66           7         4         0.11         0.10         10         66           7         4         10         10         66         111         10         66           7         4         4         4         4         4         6         6         11         10         66         10         10         6         6         10         10         4         6         6         10         4         6         6         10         4         6         6         10         4         10         10         4         10         10         4         6         6         10         10         4         10         10         4         10         10         4         10         10         4         10         10         4         10         10         4         10         10         4         10         10         4         10         10         4         10         10         10         10         10         10         10         10         10		<ol> <li>CLASS OF SERVICE (PLEASE SEE SHEET NO. 7)</li> <li>PRESENT AND LAST PRECEDING METER READING</li> <li>DATE OF PRESENT READING</li> <li>NUMBER OF UNITS CONSUMED</li> <li>METER CONSTANT IF ANY - NOT APPLICABLE TO RESIDENTIAL SERVICE</li> <li>MET AMOUNT FOR SERVICE RENDERED</li> <li>ANY ADUUSTMENTS</li> <li>DATE AFTER WHICH A DENMI TY MAY ADOI</li> </ol>		ISSUED: September 4, 1992 ISSUED: September 4, 1992 ISSUED BY: Mur S. Handley Vice President - Rates & Regulatory Attains

_	
	en
	es
	Ľ.

First Revised SHEET Nos. 2-R, 15-R, 18-R FOR ENTIRE SERVICE AREA Original Sheet No. 1-R thru 19-R P.S.C. NO. 20 Original SHEET No. 65 P.S.C. NO. 19 Cancelling

WES

	Rules and Regulations	~
c)	The Company will issue to every customer from whom a deposit is collected a receipt of deposit. The receipt will show the name of the customer, location of the service or customer, account number, date, and amount of deposit. If the deposit amount changes, the Company will issue a new receipt of deposit to the customer.	
۲.	Except for Winter Hardship Reconnections (as provided by Section 12 of these Rules and Regulations) customer service may be refused or discontinued if payment of requested deposit is not made.	
g)	Interest will accrue on all deposits at a rate prescribed by law, beginning on the date of deposit. Interest accrued will be refunded to the customer or credited to the customer's bill on an annual basis, except that the Company will not be required to refund or credit interest on deposits if the customer's bill is delinquent on the anniversary of the deposit date. If interest is paid or credited to the customer's bill prior to twelve (12) months from the date of deposits, the payment or credit shall be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the function.	
	When a deposit is required from a customer it will be held for twelve (12) months, or until service is discontinued, unless one of the following has occurred: (a) service has been terminated for non-payment of services or (b) the customer has been late on two (2) or more payments in the last twelve (12) months.	
Spi	Special Charges	
The rec per ame	The Company may make special nonrecurring charges, approved by the Commission, to recover customer-specific costs incurred to benefit specific customers. Listed below are the special charges included in the Company's tariff and a short description of the related service performed or action taken by the Company. See the Special Charges, Sheet No. 51 for the amount of the charge.	
(e	Turn-On Charge. A turn-on charge may be assessed for a new service turn on, seasonal turn on, or temporary service. A turn-on charge shall not be made for initial installation of	

ISSUED: 'September 4, 1992

service where a tap fee is applicable.

ISSUED BY: Mary S. Lovell

Vice President - Rates & Regulatory Affairs

EFFECTIVE: March 4, 1993

Proposed



CE AREA First Revised SHEET No. 65 **Original Sheet No. 65** Cancelling P.S.C. NO. FOR ENTIRE

WESTERN KENTUCKY GAS COMPANY

**Rules and Regulations** 

The Company will issue to every customer from whom a deposit is collected a receipt of deposit. The receipt will show the name of the customer, location of the service or customer, account number, date, and amount of deposit. If the deposit amount changes, the Company will issue a new receipt of deposit to the customer. ିତ

Except for Winter Hardship Reconnections (as provided by Section 12 of these Rules and Regulations) customer service may be refused or discontinued if payment of requested deposit is not made. C

on deposits if the customer's bill is delinquent on the anniversary of the deposit date. If interest is paid or credited to the customer's bill prior to twelve (12) months from the date of deposits, the payment or credit shall be on a prorated basis. Upon termination of Interest will accrue on all deposits at a rate prescribed by law, beginning on the date of deposit. Interest accrued will be refunded to the customer or credited to the customer's bill on an annual basis, except that the Company will not be required to refund or credit interest service, the deposit, any principal amounts, and interest carned and owing will be credited to the final bill with any remainder refunded to the customer. **a** 

When a deposit is required from a customer it will be held for twelve (12) months, or until service is discontinued, unless one of the following has occurred: (a) service has been terminated for non-payment of services or (b) the eustomer has been late on two (2) or more payments in the last twelve (12) months.

Special Charges

ى

ف

The Company may make special nonrecurring charges, approved by the Commission, to recover customer-specific costs incurred to benefit specific customers. Listed below are the special charges included in the Company's tariff and a short description of the related service performed or action taken by the Company. See the Special Charges, Sheet No. 51 for the amount of the charge.

Meter Set. A meter set charge may be assessed for a new service or re-set, or temporary scrvice. 9) 9)

terminated or idle at a given premises for reasons other than nonpayment of bills or Turn On. A turn on charge may be assessed for connecting service which has been violation of the Company or Commission regulations. E

ISSUED: May 28, 1999

**ISSUED BY: William J. Senter** 

EFFECTIVE: July 1, 1999

Vice President - Rates & Regulatory Affairs

ε

Ē

_	_	
	en	
	٥	
	je je	
	n,	

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Original SHEET No. 66 (First Substitute) Cancelling P.S.C. NO. 19 Original SHEET Nos. 1-R. thru 19-R First Revised SHEET Nos. 2-R 15-R, 18-R

WESTERN KENTUCKY GAS COMPANY

WESTE	WESTERN KENTUCKY GAS COMPANY		Rules and Regulations	
	Rules and Regulations (C.1)		<ul> <li>c) Read. A read charge may be assessed for the establishment of new service where only a meter read is required.</li> </ul>	ew service where only a
(વ	Reconnect Charge. A reconnect charge may be assessed to reconnect a service which has been terminated for nonpayment of bills or violation of the Company rules or Commission regulations. Customers qualifying for service reconnection under Section 12 of these Rules and Reculations shall be exempt from reconnect charges. A reconnect charge.	· .	d) Reconnect Delinquent Service. A reconnect delinquent service charge may be assessed to reconnect a service which has been terminated for nonpayment of bills or violation of the Company or Commission regulations. Customers qualifying for service reconnection under Section 12 of these Rules and Regulations shall be exempt from reconnect charges.	harge may be assessed to of bills or violation of the service reconnection under reconnect charges.
•	be assessed when the customer's service has been disconnected at his request and at any time subsequently within twelve (12) months is reconnected at the same or any other premises.		c) Scasonal Charge. A seasonal charge may be assessed when the customer's service has been disconnected at his request and at any time subsequently within (12) months is reconnected at the same or any other premises.	ustomer's service has been 12) months is reconnected
ີວ	Termination or field collection charge. A charge may be assessed when a Company representative makes a trip to the premises of a customer for the purpose of terminating service. The charge may be assessed if the Company representative actually terminates service or if, in the course of the trip, the customer pays the delinquent bill to avoid termination. The charge may also be made if the Company representative agrees to delay termination based on the customer's agreement to pay the delinquent bill by a specific date. The Company may make a field collection charge only once in any billing period.		f) After Flours Charge. An additional charge shall be applied to any special service activity, including reconnects for definquent service, initiated at the customer's request outside normal business hours such as at night, on weekends or holidays. The Company shall advise the customer of the applicable after hours charge upon initiation of the service request and offer the customer the alternative to perform the requested activity during normal business hours, including reconnects for delinquent service, as a means to avoid the after hours charge upon shall activity during normal business hours, including reconnects for delinquent service, as a means to avoid the after hours charge.	iny special service activity, eustomer's request outside days. The Company shall in initiation of the service requested activity during cc, as a means to avoid the
<del>.</del>	Special Meter Reading Charge. This charge may be assessed when a customer requests that a meter be reread and the second reading shows that the original reading was correct. No charge shall be assessed if the original reading was incorrect. This charge may also be assessed when a customer who reads his own meter fails to read the meter for three (3) consecutive months, and it is necessary for a Company representative to make a trip to read the meter.	· · ·	g) Special Meter Reading Charge. This charge may be assessed when a customer requests that a meter be reread and the second reading shows that the original reading was correct. No charge shall be assessed if the original reading was incorrect. This charge may also be assessed when a customer who reads his own meter fails to read the meter for three. (3) consecutive months, and it is necessary for a Company representative to make a trip to read the meter.	en a customer requests that Il reading was correct. No This charge may also be ead the meter for three. (3) ative to make a trip to read
	(No such charge may be assessed until the amount of the charge is approved or otherwise accepted by the Commission).		(No such charge may be assessed until the amount of the charge is approved or otherwise accepted by the Commission).	e is approved or otherwise
ি 	Meter Resetting Charge. A charge may be assessed for resetting a meter if the meter has been removed at the customer's request.		<ul> <li>Mcter Resetting Charge. A charge may be assessed for resetting a meter if the meter has been removed at the customer's request.</li> </ul>	ng a meter if the meter has
	(No such charge may be assessed until the amount of the charge is approved or otherwise accepted by the Commission).		<ol> <li>Meter Test Charge. This charge may be assessed if a customer requests the meter be tested pursuant to Section 13 and 807 KAR 5:006, section 18, and the tests show the meter is not</li> </ol>	equests the meter be tested tests show the meter is not
с 	Meter Test Charge. This charge may be assessed if a customer requests the meter be tested pursuant to Section 13 and 807 KAR 5:006, section 18, and the tests show the meter is not more than two (2) percent fast. No charge shall be made if the test shows the meter is more than two (2) percent fast.		more than two (2) percent fast. No charge shall be made if the test shows the meter is more than two (2) percent fast.	st shows the meter is more
ISSUED:	Ihan two (2) percent fast. ISSUED: September 4, 1992 EFFECTIVE: March 4, 1993	<b>-</b>	ISSUED: May 28, 1999 EFFECT	EFFECTIVE: July 1, 1999
ISSUED	ISSUED BY: Mary S. Lovell Vice President – Rates & Regulatory Affairs	-	ISSUED BY: William J. Senter Vice President - Rates & Regulatory Affairs	& Regulatory Affairs

į

Proposed

.

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 66 Cancelling Original SHEET No. 66

ż

ε

Ê

Ê

Preser	FOR ENTIRE SERVICE AREA		Dronord		
	P.S.C. NO. 20 Original SHEET No. 67 Cancelling P.S.C. NO. 19 Original SHEET Nos. 1-R thru 19-R			POR ENTIRE SERVICE AREA P.S.C. NO. 20 First Revised SHEET No. 67 Original SHEET No. 67	<u>VICE AKEA</u> T No. 67 No. 67
WESTERN KENTUCKY GAS COMPANY	FUST REVISED STEEL 1 NOS. 2-K 13-K, 18-K	•	WESTERN KENTUCKY GAS COMPANY	PANY	
Rule	Rules and Regulations	(C.D)		Rules and Regulations	
<ul> <li>g) Returned Check Charge. A returne payment of a Company bill is not h</li> </ul>	Returned Check Charge. A returned check charge may be assessed if a check accepted for payment of a Company bill is not honored by the customer's financial institution.		<ul> <li>g) Returned Check Charge.</li> <li>payment of a Company hill</li> </ul>	Returned Check Charge. A returned check charge may be assessed if a check accepted for payment of a Company bill is not honored by the customer's financial institution.	t accepted for on.
<ul> <li>h) Late Payment Penalty. A penalty services by the due date shown on once on any bill for rendered servi bill for services rendered. Additi penalty charges.</li> </ul>	Late Payment Penalty. A penalty may be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The penalty may be assessed only once on any bill for rendered services. Any payment received will first be applied to the bill for services rendered. Additional penalty charges will not be assessed on unpaid penalty charges.		k) Late Payment Charge. A bill for services by the due only once on any bill for the bill for services rende penalty charges.	Late Payment Charge. A late payment charge may be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The penalty may be assessed only once on any bill for rendered services. Any payment received will first be applied to the bill for services rendered. Additional penalty charges will not be assessed on unpaid penalty charges.	fails to pay a y be assessed be applied to ed on unpaid
7. Customer Complaints to the Company Upon complaint to the Company by a c	Customer Complaints to the Company Upon complaint to the Company by a customer at the Company's office, by telephone, or in		<ol> <li>Premises Charge. A charl service connections, along conditions are applicable to</li> </ol>	Premises Charge. A charge to recover Excess Investment associated with new residential service connections, along with carrying costs and related taxes. The following terms and conditions are applicable to the charge:	w residential ng terms and
complaint of its findings. If a write complaint of its findings. If a write Company's office is not resolved, the Cc his right to file a complaint with the Cc	wrungs, une company with make a prompt and complete investigation and advise the complainant of its findings. If a written complaint or a complaint made in person at the Company's office is not resolved, the Company will provide written notice to the complainant of his right to file a complaint with the Commission, and will provide him with the address and	, <del>.</del>	1) Separate charges s' requiring main exter	Separate charges shall be computed and applied for those service connections requiring main extension and for those connections not requiring main extension.	connections tension.
telephone number of the Commission. If a telephone complaint is no will provide at least oral notice to the complainant of his right to ff Commission and the address and telephone number of the Commission.	telephone number of the Commission. If a telephone complaint is not resolved, the Company will provide at least oral notice to the complainant of his right to file a complaint with the Commission and the address and telephone number of the Commission.		2) The charges are approximation matching the second secon	The charges are applicable to all new residential service connections, commencing with connections made on and after January 1, 2001.	commencing
Ξl	-		<ol> <li>The charge shall be payable for 180 1 regardless of changes in ownership address following service connection.</li> </ol>	The charge shall be payable for 180 months and is applicable to the service address, regardless of changes in ownership, commencing with the first occupant of the address following service connection.	vice address, upant of the
a) It upon periodic test, request test, or than two (2) percent fast, additional meter. The test will be made in acc type of meter involved.	11 upon periodic test, request test, or complaint test, a meter in service is found to be more than two (2) percent fast, additional tests shall be made to determine the average error of the meter. The test will be made in accordance with Commission regulations applicable to the type of meter involved.		4) Premises Charges sh or to LIHEAP-qualif	Premises Charges shall not be applicable to HUD-certified low-income new housing or to LIHEAP-qualified customers at any service address.	new housing
		· · · · · · · · · · · · · · · · · · ·	5) The Company sha Commission approv service connections Premises Charge is 1 increase or decrease the ensuing year.	The Company shall update the amounts of the charges annually and, upon Commission approval, apply such new charges prospectively for new residential service connections in the ensuing year. If the amount of increase or decrease to the Premises Charge is less than 10%, the Company may waive implementation of such increase or decrease and charge the existing Premises Charge for new connections in the ensuing year.	and, upon w residential crease to the ation of such onnections in
			6) The Company shall I days after the close	The Company shall file a report with the Commission annually, not later than 120 days after the close of the Company's fiscal year, listing the number and type of	ter than 120 and type of
ISSUED: September 2, 1992	EFFECTIVE: March 4, 1993		Premises Charges lev the disposition of reve ISSUED: May 28, 1999	Premises Charges levied during the fiscal year and the financial accounting entries for the disposition of revenues, cost recovery, and taxes. 8, 1999 EFECTIVE: July 1, 1999	ig entries for 999
ISSUED BV: Mary S. Lovell	Vice President - Rates & Regulatory Affairs		ISSUED BY; William J. Senter	Vice President – Rates & Regulatory Affairs	

ţ

Ê

•	
	_م
_	2
	e.
•	S.
•	ă
: :	ě
-	0

. .

• • • • •

--

.

·

Proposed

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Original SHEET No. 67a

WESTERN KENTUCKY GAS COMPANY

Rules and Regulations

5

Customer Complaints to the Company
 Customer Complaint to the Company by a customer at the Company's office, by telephone, or in writing, the Company will make a prompt and complaint made in person at the complainant of its findings. If a written complaint or a complaint made in person at the Company's office is not resolved, the Company will provide written notice to the complainant of his right to file a complaint with the Commany of his right to file a complaint with the Commission, and will provide him with the address and telephone number of the Commission. If a telephone complaint is not resolved, the Company will provide the mode in person at the Commany is office is not resolved, the Commany of his right to file a complaint with the Commission and the address and telephone number of the Commission.
 Bill Adjustments
 a) If upon periodic test, request test, or complaint test, a meter in service is found to be more than two (2) percent fast, additional tests shall be made to determine the average error of the type of meter involved.

ISSUED: May 28, 1999

**ISSUED BY: William J. Senter** 

Vice President – Rates & Regulatory Affairs

EFFECTIVE: July 1, 1999

		D D	
		U	D
		ă	<u>,</u>
	1	1	•

For Entire Service Area Original SHEET No. 78 P.S.C. NO. 20 Cancelling

L		Rules and Regulations		WESTERN KENTUC
L	e) The	The customer's service line extending from the outlet of the meter shall be installed		
		and maintained by the customer at his expense.		e) The custo
· · ·	D The line	The customer shall notify the Company promptly of any leaks in the transmission line or equipment, also, of any hazards or damages to same.		
	g) Cus suit	Customers may be required to send in monthly meter readings to the Company on suitable forms provided by the Company.		f) The custo equipment
	19. Owners	Owners Consent		g) Customers forms prov
··	In case will be necessa other ex	In case the customer is not the owner of the premises where service is to be provided, it will be the customer's responsibility to obtain from the property owner or owners the necessary consent to install and maintain in or on said premises all such piping and other equipment as are required or necessary for supplying gas service to the customer whether the piping and equipment be the property of the customer or the Company.		<ol> <li><u>Owners Conset</u></li> <li>In case the customer's r the customer's r to install and n</li> </ol>
	The C rights – C providir in the to in these	The Company will not require a prospective customer to obtain easements or rights -of-way on property not owned by the prospective customer as a condition for providing service. The cost of obtaining easements or rights -of-way will be included in the total per foot cost of an extension, and will be apportioned according to Section 28 in these Rules and Regulations.		required or nee equipment be th The Company v property not ow
17	20. Custom	Customer's Equipment and Installation		extension, and w
	a) The cust curt	The customer shall furnish, install and maintain at his expense the necessary customer's service line extending from the Company's service connection at the curb or property line to the building or place of utilization of the gas.		20. <u>Customer's Eq</u> a) The custor
	b) The requ	The installation of the customer's service line shall be made in accordance with the requirement of the constituted authorities and the Company's specifications covering location, installation, kind and size of pipe, type of pipe coating or		b) The instal
	Poir Con	wrapping and method of connecting the joints of pipe. The location shall be the point of easiest access to the Company from its facilities and the Company shall be consulted and its approval obtained before the installation is made.		requiremen locations, i of connect
				Company 1 before the
ŝ	ISSUED: Sel	September 4, 1992 EFFECTIVE: March 4, 1993	<b>=</b>	ISSUED: May 28, 1999

**ISSUED BY: William J. Senter** 

Vice President - Rates & Regulatory Affairs

Vice President - Rates & Regulatory Affairs

Muy S. Lard

ISSUED BY:

Proposed

FOR ENTIRE SERVICE AREA First Revised SHEET No. 78 **Original SHEET No. 78** P.S.C. NO. 20 Cancelling

VESTERN KENTUCKY GAS COMPANY

**Rules and Regulations** 

The customer's piping extending from the outlet of the meter shall be installed and maintained by the customer at his expense.

F;

- The customer shall notify the Company promptly of any leaks in the transmission line or equipment, also, of any hazards or damages to same. 6
  - Customers may be required to send in monthly meter readings to the Company on suitable forms provided by the Company. **a**

19. Owners Consent

In case the customer is not the owner of the premises where service is to be provided, it will be the customer's responsibility to obtain from the property owner or owners the necessary consent to install and maintain in or on said premises all such piping and other equipment as are required or necessary for supplying gas service to the customer whether the piping and equipment be the property of the customer or the Company. The Company will not require a prospective customer to obtain easements or rights-of-way on property not owned by the prospective customer as a condition for providing service. The cost of obtaining casements or rights-of-way will be included in the total per foot cost of an extension, and will be apportioned according to Section 28 in these Rules and Regulations.

**Customer's Equipment and Installation** 00

- The customer shall furnish, install and maintain at his expense the necessary customer's service line extending from the Company's service connection at the curb or property line to the building or place of utilization of the gas. e a
- locations, installation, kind and size of pipe, type of pipe coating or wrapping, and method of connecting the joints of pipe. The location shall be the point of easiest access to the Company from its facilities and the Company shall be consulted and its approval obtained before the installation is made. The installation of the customer's service line shall be made in accordance with the requirement of the constituted authorities and the Company's specifications covering A

EFFECTIVE: July 1, 1999

Present P.S.C. NO. 20 Original SHEET No. 82		Proposed	FOR ENTIRE SERVICE AREA	
Carcelling P.S.C. NO. 19 Original SHEET Nos. 1–R thru 19–R First Revised SHEET Nos. 2–R, 15–R, 18–R			First Revised SHEET No. 82 Cancelling Original SHEET No. 82	
Rules and Regulations		WESTERN KENTUCKY GAS COMPANY		
1	£	Ruic	Rules and Regulations	
2/. Found of Delivery of Gas		17 B (C)-	Ē	C
Ine point of delivery of gas supplied by the Company shall be at the point where the gas passes from the pipes of the Company's service connection into the customer's service line or pipe or at the outlet of the meter, whichever is nearest the delivery main of the Company.			The point of JOCINECY of CARS The point of delivery of gas supplied by the Company shall be at the point where the gas passes from the pipes of the Company's service connection in to the customer's service line or pipe or	
28. Distribution Main Extensions			at the outlet of the meter, whichever is nearest the delivery main of the Company.	
a) The Company will extend without charge an existing distribution main one hundred (100) feet for each single customer provided the following criteria is met:		28. Distribution Main Extensions a) The Company will extend an exi-	ibution Main Extensions The Company will extend an existing distribution main up to one hundred (100) feet for	
1) The existing main is of sufficient capacity to properly supply the additional customer(s):		cach single customer provided the following criteria is met:	following criteria is met:	
<ol> <li>Provided that the customer(s) contracts to use gas on a continuous basis for one (1) vear or more: and</li> </ol>	 		the existing main is of sufficient capacity to properly supply the additional customer(s);	
3) Provided the potential consumption and revenue will be of such amount and		<ol> <li>Provided that the customer( year or more; and,</li> </ol>	Provided that the customer(s) contracts to use gas on a continuous hasis for one (1) year or more; and,	
building as to warrain use capital experimentes involved to make the investment economically feasible.	- m.	3) Provided the potential con permanence as to warrant th commicially feasible	Provided the potential consumption and revenue will be of such amount and permanence as to warrant the capital expenditures involved to make the investment economically (reseived).	
		b) Whenever an extension exceeds o	Whenever an extension exceeds one hundred (100) feet per customer, the Company will	
be deposited with the Company by the customer(s) or subscriber(s). The agreement will contain provisions for a proportionate and equitable refund in the		cnter into an agreement with the c for the extension on a cost per for	enter into an agreement with the customer(s) or subscriber(s). The agreement will provide for the extension on a cost per foot basis with the additional amount to be deposited with	
Refunds shall be made only after the extension within a ten (10) year period. Refunds shall be made only after the customer(s) has used gas service for a minimum continuous period of one (1) year. The Commany reserves the right to	· -	for a proportionate and equitable r for a proportionate and equitable r extension within a ten (10) year or	the Company by the customer(s) or subscriber(s). The agreement will contain provisions for a proportionate and equitable refund in the event other customers are connected to the extension within a ten (10) year nericed. Refinds shall be made only other the customered	
determine the length of the extension to specify the pipe size and location of the extension, and to construct the extension in accordance with its standard practices.		has used gas service for a minim reserves the right to determine the	has used gas service for a minimum continuous period of one (1) year. The Company reserves the right to determine the lemont of the extension to specify the mine size size and	
Title to all extensions covered by agreements shall be and remain in the Company and in no case shall the amount of any refunds exceed the original deposit. Any further or lateral extension shall be treated as a new and separate extension.		location of the extension, and to practices. Title to all extension Company and in no case shall the further or lateral extension shall be	location of the extension, and to construct the extension, is specify up pipe size and practices. Title to all extensions covered by agreements shall be and remain in the Company and in no case shall the amount of any refunds exceed the original deposit. Any further or lateral submission shall be treated as a new and women evenesion.	•
		-		
ISSUED: September 4, 1992 EFFECTIVE: March 4, 1993				
		ISSUED: May 28, 1999	EFFECTIVE: July 1, 1999	
ISSUED BY: Mul S. Latt Vice President - Rates & Regulatory Affairs		ISSUED BY: William J. Senter	Vice President - Rates & Regulatory Affairs	

ŧ

		P.S.C. NO. 20 Second Revised SHEET No. 85
Rules and Regulations		Cancelling First Revised SHEET No. 85
	WEXTERN KENTILAN VASA	
33. <u>Curtailment Order</u>		
In cases of impairment of gas supply or partial or total interruptions and when it		Rules and Regulations
appears that the Company, is or will be, unable to supply the requirements of all of its customers in any system or segment thereof, the Company shall curtail gas service to its customers in the manner set forth below.	33. Curtailment Order	
a) Definitions:	In cases of impairment of ga	In cases of impairment of gas supply or distribution system capacity, or partial or total interruptions and when it appears that the Commany is or will be unable to construct the
Residential – Service to customers for residential purposes including housing complexes and apartments.	requirements of all of its customers in any system or segming as service to its customers in the manner set forth below.	requirements of all of its customers in any system or segment thereof, the Company shall curtail gas service to its customers in the manner set forth below.
Commercial – Service to customers engaged primarily in the sale of goods or services including institutions and how and federal accession for more about the services including institutions and how and federal accession for the services including institutions and how and federal accession for the services including institutions and how and federal accession for the services including institutions and how and federal accession for the services including institutions and how and federal accession for the services including institutions and how and how and federal accession for the services accession for the ser	a) Definitions:	
those involving manufacturing.	Residential – Service to cu and apartments.	Residential - Service to customers for residential purposes including housing complexes and apartments.
Industrial – Service to customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product, including the generation of electric power for sale.	Commercial – Service to including institutions and	Commercial – Service to customers engaged primarily in the sale of goods or services including institutions and local and federal agencies for uses other than those involving
Summer Period – The seven consecutive monthly billing periods of April through October.	manufacturing. Industrial – Service to cust	manulacturing. Industrial – Scrvice to customers encared primarily in a process which creates or above
Winter Period - The five consecutive monthly billing periods of November through March.	raw or unfinished materia electric power for sale.	raw or unfinished materials into another form or product, including the generation of electric power for sale.
Base Period Volumes – Monthly base period volumes will be specified to each customer's contract with the Company.		
Maximum Seasonal Volumes – Maximum Summer Period volumes shall be the assigned Base Period Volumes for the Summer Period; maximum Winter Period Volumes shall be the assigned Base Period volumes for the Winter Period.		
Adjusted Seasonal Volumes – A customers maximum seasonal volumes as adjusted from time to time to reflect curtailment in accordance with the Company's priorities of curtailment.	-	
SSUED: March 29, 1993 EFFECTIVE: December 22, 1993		
fissued by Authority of the Public Service Commission in Case No. 92558 dated December 22, 1993 )	ISSUED: May 28, 1999	EFFECTIVE: July 1, 1999
SSUED BY: Mary S. Lord Vice President - Rales & Regulatory Affairs	ISSUED BY: William J. Senter	Vice President – Rates & Regulatory Affairs

-

•

۰.

. -

.

sel
res
Δ

For Entine Service Area P.S.C. NO. 20 First Revised SHEET No. 86 Cancelling Original SHEET No. 86

VV GAS COMPANY

	Rules and Regulations	107
(q	Priorities of Curtailment:	-
	Sales Service	
	The Company may curtail or discontinue sales service in whole or in part on a daily, monthly or seasonal basis in any purchase zone in accordance with the following priorities, starting with Priority 8 and proceeding in descending numerical order.	
	High Priority	
-	Priority 1. Residential, and services essential to the public health where no alternate fuel exists (Rate $G-1$ ).	
	Priority 2. Small commercials less than 50 Mcf per day (Rate G-1).	
	Priority 3. Large commercials over 50 Mcf per day not included under lower priorities (Rates G-1, LVS-1).	
	Priority 4. Industrials served under Rate G-1 or LVS-1.	
	Low Priority	
	Priority 5. Customers served under Rates G-2 or LVS-2 other than boilers included in Priority 6.	
	Priority 6. Boiler loads shall be curtailed in the following order (Rates $G-2$ or LVS-2).	
	<ul> <li>a - Boilers over 3,000 Mcf per day.</li> <li>b - Boilers between 1,500 Mcf and 3,000 Mcf per day.</li> <li>c - Boilers between 300 Mcf and 1,500 Mcf per day.</li> </ul>	
	Priority 7. Imbalance sales service under Rate $T-3$ .	
	Priority 8. Flex sales transactions.	
ISSUED:	March 29, 1993 EFFECTIVE: December 22, 1993	h
(q penssį)	(Issued by Authority of the Public Service Commission in Case No. 92–558 dated December 22, 1993 )	
ISSUED	issued BY: Muil S. Lanell Vice President – Rates & Regulatory Affairs	

Proposed

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SHEET No. 86 Cancelling First Revised SHEET No. 86

5
Ş.
<b>F</b> _1
<u>s</u>
<u></u>
Σ
ō.
×
0
ŝ
۲.
ē.
-
>
ν.
Ξ.
≃.
ς.
F
z
1
$\mathbf{z}$
Ξ.
z
≃
1
F
ò
Ē.
>
2

(q	Prioritics of	Priorities of Curtailment:
	Sales Service	31
	The Compa monthly or priorities, st	The Company may curtail or discontinue sales service in whole or in part on a daily, monthly or seasonal basis in any purchase zone in accordance with the following priorities, starting with Priority 8 and proceeding in desecnding numerical order.
	High Priority	χ
	Priority 1.	Residential and services essential to the public health where no alternate fucl exists (Rate G-1)
	Priority 2.	Small commercials less than 50 Mcf per day (Rate G-1).
	Priority 3.	Large commercials over 50 Mcf per day not included under lower priorities (Rates G-1, LVS-1)
	Priority 4.	Industrials served under Rate G-1 or LVS-1.
	Low Priority	
	Priority 5.	Customers served under Rates G-2 or LVS-2 other than boilers included in Priority $\boldsymbol{6}.$
	Priority 6.	Boiler loads shall be curtailed in the following order (Rates G-2 or LVS-2).
		<ul> <li>A - Boilers over 3,000 Mcf per day.</li> <li>B - Boilers between 1,500 Mcf and 3,000 Mcf per day.</li> <li>C - Boilers between 300 Mcf and 1,500 Mcf per day.</li> </ul>
	Priority 7.	Imhalance sales service under Rate T-3 and Rate T-4.
	Priority 8.	Flex soles transactions.

ISS

Vice President - Rates & Regulatory Affairs

**ISSUED BY:** William J. Senter

FOR ENTIRE SERVICE AREA P.S.C. NO. 20 Second Revised SHEET No. 87 First Revised SHEET No. 87 MPANY	Rules and Regulations	Penalty for Unauthorized Overruns In the event a customer fails in part or in whole to comply with a Company Curtailment Order either as to time or volume of gas used or uses a greater quantity of gas than its allowed volume under terms of the Curtailment Order, the Company may, at its sole discretion, apply a penalty rate of up to \$15.00 per Mcf.	In addition to other tariff penalty provisions, the customer shall be responsible for any penalty(s) assessed by the interstate pipeline(s) or suppliers resulting from the customer's failure to comply with terms of a Company Curtailment Order. The payment of penalty charges shall not be considered as giving any customer the right	to the unauthorized volumes of gas, nor shall such penalty charges be considered as a substitute for any other remedy available to the Company. Discontinuance of Service	The Company shall have the right, after reasonable notice to discontinue the gas supply of any customer that fails to comply with a valid curtailment order.	EFFECTIVE: July 1, 1999	Vice President - Rates & Regulatory Affairs
Proposed western kentucky gas company		<ul> <li>c) Penalty for Unauthorized Overruns</li> <li>ln the event a customer fails in par Order either as to time or volume allowed volume under terms of discretion, apply a penalty rate of u</li> </ul>	In addition to other penalty(s) assessed t failure to comply wi The payment of pen	d) Discontinuance of Service	The Company shall any customer that fa	ISSUED: May 28, 1999	ISSUED BY: William J. Senter
Ê		any the Mcf. shall	onal r all able the the	r the s be		22, 1993	
Present Present First Revised Street No. 87 Carcelling Original SHEET No. 87 Carcelling Original SHEET No. 87 Rules and Regulations	c) Penalties:	In the event a customer fails in part or in whole to comply will a compress Curtailment Order either as to time or volume of gas used or uses a greater quantity of gas than its daily contract demand or a quantity in excess of any temporary authorization whether a Curtailment Order is in effect or not, the customer shall pay for the unauthorized gas so used at the rate of \$15.00 per Mcf. Billing of this penalty shall be made within 90 days of the date of violation and shall be due and payable within 20 days of billing.	If, at the end of any seasonal period, a Buyer exceeds its Adjusted Seasonal Volumes for that period, the Buyer shall pay a penalty of \$15 per Mcf for all volumes taken in excess of 102% of its adjusted seasonal volume. The penalty is to be in addition to the regular applicable rate, but no such penalty shall be payable for any season in which the excess volume is less than 100 Mcf. The Company, at its sole discretion, may reduce the Buyer's Adjusted Seasonal Volume in the	The payment of period by an amount equal to the excess volume taken. succeeding seasonal period by an amount equal to the excess volume taken. The payment of penalty charges shall not be considered as giving any customer the right to take unauthorized volumes of gas, nor shall such penalty charges be considered as a substitute for any other remedy available to the Company.	d) Discontinuance of Service The Company shall have the right, after reasonable notice to discontinue the gas supply of any customer that fails to comply with a valid curtailment order.	ISSUED: March 29, 1993 EFFECTIVE: December 22, 1993	(issued by Authority of the Public Service Commission in Case No. 92–558 date December 22, 1993 ) ISSUED BY: Multi $S$ . Lott Vice President – Rates & Regulatory Affairs

...

.

·

.

6

# Western Kentucky Gas Company Case No. 99-070 Forecasted Test Period Filing Requirements FR 10(1)(b)9

# Description of Filing Requirement:

A statement that customer notice has been given in compliance with subsections (3) and (4) of this section with a copy of the notice.

#### Response:

 $\overline{\text{Customer notices will be given in compliance with subsections (3) and (4) of this section with a copy of the notice.}$ 

# NOTICE

#### OF PROPOSED CHANGES IN GAS TARIFFS WHICH WILL RESULT IN INCREASED CHARGES

Notice is hereby given that Western Kentucky Gas Company ("Western"), a public utility furnishing natural gas service within the Commonwealth of Kentucky, on/or about the 28<sup>th</sup> day of May 1999, pursuant to Kentucky Revised Statute 278.180 and the Rules of the Public Service Commission of Kentucky, respecting tariffs, filed its notice to the Kentucky Public Service Commission ("KPSC"), proposing to change its gas rates effective July 1,1999.

The present rates charged in all territory served by Western are as follows:

#### Present Rates (Effective April 1, 1999)

Rate G – 1, General Sales Service Monthly Base Charge:

\$5.10 per meter for residential service

\$13.60 per meter for non-residential

Commodity Charge

First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\*

Minimum Charge: The Base Charge

#### Rate G – 1, High Load Factor Firm Sales Service

Monthly Base Charge:

\$13.60 per meter for non-residential Demand Charge

Commodity Charge

First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge

Rate G-2, Interruptible Sales Service . Monthly Base Charge: \$150.00 per meter

Commodity Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge

Rate LVS-1, Firm Sales Service Monthly Base Charge:

\$13.60 per meter Commodity Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge \$3.5660 per 1,000 cubic feet \$3.0630 per 1,000 cubic feet \$2.9130 per 1,000 cubic feet

\$4.2809 per 1,000 cubic feet of Daily Contracted Demand

\$3.0111 per 1,000 cubic feet \$2.5081 per 1,000 cubic feet \$2.3581 per 1,000 cubic feet

\$2.4756 per 1,000 cubic feet \$2.3256 per 1,000 cubic feet

\$3.5916 per 1,000 cubic feet \$3.0886 per 1,000 cubic feet \$2.9386 per 1,000 cubic feet Rate LVS-1, High Load Factor Firm Sales Service Monthly Base Charge:

\$13.60 per meter for non-residential **Demand Charge** 

#### **Commodity Charge**

First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge

\$4.2809 per 1,000 cubic feet of **Daily Contracted Demand** 

\$3.0367 per 1,000 cubic feet \$2.5337 per 1,000 cubic feet \$2.3837 per 1,000 cubic feet

#### Rate LVS-2, Interruptible Sales Service

Monthly Base Charge: \$150.00 per meter **Commodity Charge** 

First 15,000 Mcf or less per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge

\$2.4710 per 1,000 cubic feet \$2.3210 per 1,000 cubic feet

#### Rate T – 2 General Transportation Service

(Includes standby sales service under corresponding Sales rates)

Rate T- 2/G - 1, Firm Transportation w	ith Firm Standby Sales Service
Monthly Base Charge:	
\$13.60 per meter	
\$45.00 Administration Charge	
Commodity Charge	
First 300 Mcf or less per month	\$1.7902 per 1,000 cubic feet
Next 14,700 Mcf per month	\$1.2872 per 1,000 cubic feet
Over 15,000 Mcf per month*	\$1.1372 per 1,000 cubic feet
Minimum Charge: The Base Charge	
Rate T- 2/G – 1, High Load Factor Firn	n Service

Monthly Base Charge: \$13.60 per meter for non-residential \$45.00 Administration Charge Demand Charge

First 300 Mcf or less per month

Next 14,700 Mcf per month

Over 15,000 Mcf per month\*

Commodity Charge

\$4.2809 per 1,000 cubic feet of Daily Contracted Demand

\$1.2353 per 1,000 cubic feet \$0.7323 per 1,000 cubic feet \$0.5823 per 1,000 cubic feet Minimum Charge: The Base Charge

Rate T-2/G-2, Interruptible Transportation with Interruptible Standby Sales Service Monthly Base Charge: \$150.00 per meter

\$45.00 Administration Charge Commodity Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\*

\$0.6998 per 1,000 cubic feet \$0.5498 per 1,000 cubic feet

#### Rate T-3, Interruptible Carriage Service

Transportation only service

Monthly Base Charge: \$150.00 per meter \$45.00 Administration Charge **Commodity Charge** First 15,000 Mcf or less per month Over 15,000 Mcf per month\*

\$0.4936 per 1,000 cubic feet \$0.3436 per 1,000 cubic feet

#### Rate T-4, Firm Carriage Service

Transportation only service Monthly Base Charge: \$150.00 per meter \$45.00 Administration Charge **Commodity Charge** First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\*

\$1.0615 per 1,000 cubic feet \$0.5585 per 1,000 cubic feet \$0.4085 per 1,000 cubic feet

#### Special Charges

\$28.00
\$18.00
\$10.00
No Charge
\$25.00
\$ 5.00
\$20.00 ·
\$15.00
\$105 per month
\$210 per month

#### **Proposed Rates**

#### **Rate G-1, General Sales Service** Monthly Base Charge: \$9.00 per meter for residential service \$24.00 per meter for non-residential **Distribution Charge** First 300 Mcf or less per month \$1.2000 per 1,000 cubic feet \$0.6946 per 1,000 cubic feet Next 14,700 Mcf per month \$0.4299 per 1.000 cubic feet Over 15,000 Mcf per month\* \$2.5045 per 1,000 cubic feet Gas Charge, all Mcf Minimum Charge: The Base Charge Rate G – 1, High Load Factor Firm Sales Service

Monthly Base Charge:

\$24.00 per meter for non-residential **Demand Charge** 

**Distribution Charge** 

First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Gas Charge, all Mcf Minimum Charge: The Base Charge \$4.2809 per 1,000 cubic feet of **Daily Contracted Demand** 

\$1.2000 per 1,000 cubic feet \$0.6946 per 1,000 cubic feet \$0.4299 per 1,000 cubic feet \$1.9496 per 1,000 cubic feet



#### Rate G-2, Interruptible Sales Service

Monthly Base Charge: \$250.00 per meter Distribution Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\* Gas Charge, all Mcf Minimum Charge: The Base Charge

#### Rate LVS-1, Firm Sales Service

Monthly Base Charge: \$24.00 per meter Distribution Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Gas charge, all Mcf Minimum Charge: The Base Charge \$0.5300 per 1,000 cubic feet \$0.3301 per 1,000 cubic feet \$1.9820 per 1,000 cubic feet

\$1.2000 per 1,000 cubic feet \$0.6946 per 1,000 cubic feet \$0.4299 per 1,000 cubic feet \$2.5301 per 1,000 cubic feet

#### Rate LVS-1, High Load Factor Firm Sales Service Monthly Base Charge:

\$24.00 per meter for non-residential Demand Charge

#### Distribution Charge

First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Gas Charge, all Mcf Minimum Charge: The Base Charge \$4.2809 per 1,000 cubic feet of Daily Contracted Demand

\$1.2000 per 1,000 cubic feet \$0.6946 per 1,000 cubic feet \$0.4299 per 1,000 cubic feet \$1.9752 per 1,000 cubic feet

#### Rate LVS – 2, Interruptible Sales Service

Monthly Base Charge: \$250.00 per meter Distribution Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\* Gas Charge, all Mcf Minimum Charge: The Base Charge

\$0.5300 per 1,000 cubic feet \$0.3301 per 1,000 cubic feet \$1.9774 per 1,000 cubic feet

#### Rate T – 2, General Transportation Service

(Includes standby sales service under corresponding Sales rates)

# Rate T- 2/G-1, Firm Transportation with Firm Standby Sales Service Monthly Base Charge:

\$24.00 per meter	
\$50.00 Administration Charge	
Distribution Charge	
First 300 Mcf or less per month	\$1.2000 per 1,000 cubic feet
Next 14,700 Mcf per month	\$0.6946 per 1,000 cubic feet
Over 15,000 Mcf per month*	\$0.4299 per 1,000 cubic feet
Gas Charge, all Mcf	\$0.7287 per 1,000 cubic feet
Minimum Charge: The Base Charge	

#### Rate T-2/G-1, High Load Factor Firm Service Monthly Base Charge:

\$24.00 per meter for non-residentia	al
\$50.00 Administration Charge	•
Demand Charge	

Distribution Charge

Gas Charge, all Mcf

\$4.2809 per 1,000 cubic feet of Daily Contracted Demand

Distribution Charge	
First 300 Mcf or less per month	\$1.2000 per 1,000 cubic feet
Next 14,700 Mcf per month	\$0.6946 per 1,000 cubic feet
Over 15,000 Mcf per month*	\$0.4299 per 1,000 cubic feet
Gas Charge, all Mcf	\$0.1738 per 1,000 cubic feet
Minimum Charge: The Base Charge	

#### **Rate T-2/G-2, Interruptible Transportation with Interruptible Standby Sales Service** Monthly Base Charge:

\$250.00 per meter \$50.00 Administration Charge Distribution Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\*

Minimum Charge: The Base Charge

\$0.5300 per 1,000 cubic feet
\$0.3301 per 1,000 cubic feet
\$0.2062 per 1,000 cubic feet

#### Rate T-3 Interruptible Carriage Service

Transportation only service Monthly Base Charge: \$250.00 per meter \$50.00 Administration Charge Distribution Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\*

#### \$0.5300 per 1,000 cubic feet \$0.3301 per 1,000 cubic feet

#### Rate T-4, Firm Carriage Service

Transportation only service Monthly Base Charge: \$250.00 per meter \$50.00 Administration Charge Distribution Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\*

\$1.2000 per	1,000 cubic feet
\$0.6946 per	1,000 cubic feet
\$0.4299 per	1,000 cubic feet

Special Charges:	Regular	After Hours
Meter set	\$28.00	\$35.00
Turn on service	\$20.00	\$25.00
Read	\$12.00	\$14.00
Reconnect delinguent service	\$34.00	\$40.00
Seasonal charge (service off temporarily at	\$65.00	\$73.00
customer request)		
Meter test charge	\$20.00	N/A
Returned check charge	\$23.00	N/A
Optional facilities charge for Electronic Flow Measurement		
Class 1 E FM	\$105.00	per month
Class 2 E FM	\$245.00	per month

\*All gas consumed by the customer (sales, transportation, firm and interruptible) will be considered for the purposes of determining whether the volume requirement of 15,000 Mcf has been achieved. Note: The above rates include the Gas Cost Adjustment in effect at April 1, 1999.

#### **Miscellaneous Tariff Changes**

#### Gas Charge – Gas Cost Adjustment Clause (CGA) Changes

Western proposes to separate its current Commodity Charge into two components – a Gas Charge and a Distribution Charge. The Gas Charge GCA rider will establish a "zero-based GCA" by eliminating the base cost of gas and all non-gas costs from the calculation of the GCA. The GCA will be calculated from zero.

#### **Distribution Charge**

Western proposes to establish this volumetric charge to recover a portion of its non-gas costs, such as those formerly collected through the Commodity Charge. The remaining portion of non-gas costs are collected through the Company's other charges.

#### Weather Normalization Adjustment (WNA) Rider

Western proposes a WNA to stabilize the effects of winter weather volatility on customer bills during the months of November through April. The WNA will be applicable to the Distribution Charge. As a result of the WNA, customers will pay a Distribution Charge equivalent to the charge that would be applicable during "normal" winter weather.

#### Late Payment Charge

Western proposes to establish a late payment charge of 5% applicable to Rate G-1 Sales Service. This penalty will be applicable to past due billing amounts.

#### Premises Charge

Western proposes this new charge to be applicable only to connect new residential premises where facilities to the premises do not presently exist. If a main extension is required to establish new service, the proposed charge is \$13.09 per month for 15 years. If a main extension is not required to establish new service, the proposed charge is \$11.28 per month for 15 years. The Premises Charge is proposed to become effective January 1, 2001.

#### Demand Side Management (DSM) Surcharge

Western proposes to continue its weatherization of low-income residences for 3 years as conducted through the cooperation of community action agencies in Western's service area. Pursuant to KRS 278.285, the DSM surcharge is proposed to be applicable to the eligible residential class of customers, Rate G-1 Sales Service. The initial proposed charge is \$0.0380 per Mcf.

#### Margin Loss Recovery Mechanism Rider

Western proposes this rider to recover from all Sales Service customers 90% of future margin losses resulting from negotiated large customer contract reductions.

#### Gas Research Institute Research & Development (GRI R&D) Unit Charge Rider

Western proposes a phased-in restructuring of its collection of GRI R&D costs consistent with the settlement reached at the Federal Energy Regulatory Commission and as currently reflected in the tariffs of the interstate pipelines. The GRI R&D Unit Charge is proposed to be phased out of the GCA and into a component of the proposed Distribution Charge through 2004. This proposal will not result in an increase in charges to customers.

#### Alternate Receipt Point Service

Western proposes this new service, subject to availability, to provide additional receipt point flexibility for transportation customers. A \$0.10 per Mcf charge for this service is proposed, in addition to all other charges applicable to transportation customers.

6

All other charges not specifically mentioned herein shall remain the same as those presently in effect.

The proposed rates will result in an overall approximate increase in the amount of \$14,127,650 or 11.7% with increases of approximately \$9,221,264 or 13.5% for residential consumers, and \$3,427,255 or 9.9% for commercial consumers, and approximately \$1,057,992 or 6.4% for industrial consumers. Charges from other gas revenue will increase \$421,139 or 55.8%. The average monthly bill for residential consumers will increase approximately \$1,4.57 or 9.9%. The average monthly bill for industrial customers will increase approximately \$14.57 or 9.9%. The average monthly bill for industrial customers will increase approximately \$209.46 or 6.4%. The impact on each customer's average bill will vary according to individual consumption or transportation levels. However, this impact can be determined by each customer by applying the proposed rates listed above to their respective average consumption or transportation levels.

The rates contained in this notice are the rates proposed by Western; however, the KPSC may order rates to be charged that differ from the proposed rates contained in this notice. Such action may result in rates for customers other than the rates included in this notice.

Any corporation, association, or person with a substantial interest in this matter may, by written request to the KPSC, within thirty (30) days after publication or mailing of this notice of the proposed rate changes, request to intervene; intervention may be granted beyond the thirty (30) day period for good cause shown. Requests to intervene should set forth the grounds for the request including the status and interest of the party be submitted to the KPSC at the address listed below.

Any person who has been granted intervention by the Commission may obtain copies of the rate application and any other filings made by the utility by contacting:

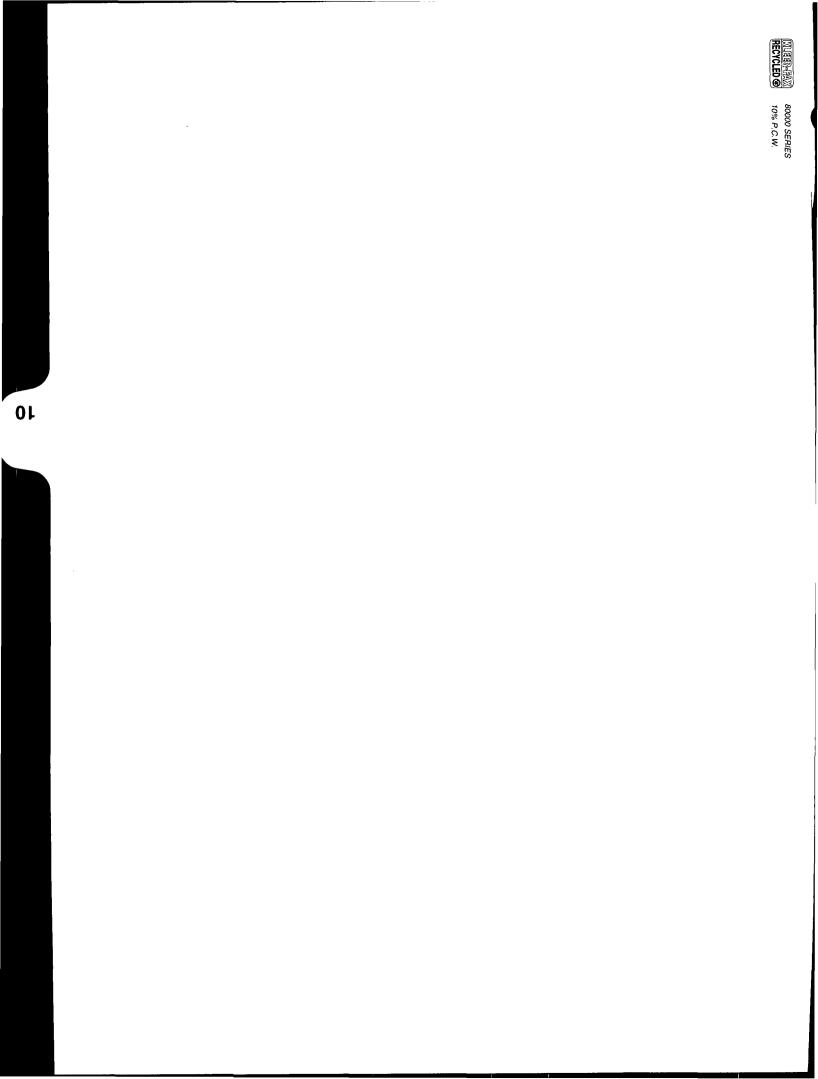
Western Kentucky Gas Company Attention: Mr. William J. Senter 2401 New Hartford Road Owensboro, KY 42303 (270) 685-8069

Any person may examine the rate application and any related filings at the office of Western or the Commission, as listed below:

7

Western Kentucky Gas Company 2401 New Hartford Road Owensboro, KY 42303 (270) 685-8069

Public Service Commission of Kentucky 730 Schenkel Lane P.O. Box 615 Frankfort, KY 40602 (502) 564-3940



# Western Kentucky Gas Company Case No. 99-070 Forecasted Test Period Filing Requirements FR 10(2)

# Description of Filing Requirement:

Notice of intent to be filed at least four (4) weeks prior to filing of the application stating whether an historical test period or a fully forecasted test period will be used.

#### Response:

See attached notice of intent dated April 27, 1999 and filed with the Kentucky Public Service Commission. As indicated a notice of intent was previously filed on February 26, 1999 which the Commission acknowledged on March 1, 1999 assigning Case No. 99-070 to this matter. The March 1, 1999 letter from the Commission is also attached. MARK K. HUICHINSON TEFFREY R. KINNEY' TARLES B. WEST TARLES B. WEST TRKE B. TERRELL TRKE B. TERRELL TRKE B. BOYD, TR.' TEBESCA T. KASHA' PETER B. LEWIS' HOWARD E. FRASTER, JR. TAMESA A. SIGLER DAWN A. SHEFFER EDWIN A. JONES MARC A. LOVELL C. THOMAS MILLER DAWNS: KELSEY' TINA R. MEFARLAND' A. J. MANION' DONNA M. SAUER'

# The Law Firm Of Sheffer hutchinson kinney

115 EAST SECOND STREET OWENSBORO, KENTUCKY 42303 (502) 684-3700 FAX (502) 684-3881 www.kylaw.com



<u>OF COUNSEL</u> JOHN N. HUGHES ROBERT A. MARSHALL

' ADMITTED TO IN BAR ' ADMITTED TO IN AND KY BAR ' ADMITTED TO IN AND OH BAR ' ADMITTED TO KY AND TN BAR ' ADMITTED TO IN, IL AND KY BAR ALL OTHERS ADMITTED IN KY ONLY

April 27, 1999

Kentucky Public Service Commission 720 Schenkel Lane Frankfort, Kentucky 40601

Attention: Helen Helton, Executive Director

RE: Supplemental Notice of Intent to File Rate Application Case No. 99-070

Dear Helen:

By letter to you of February 26, 1999, I notified the Commission of the intent of Western Kentucky Gas Company ("Western") to file a general rate adjustment application on or after April 1, 1999. Although Western was unable to file its application on April 1, 1999, as expected, it still intends to file a general rate adjustment application with the Commission.

Western accordingly withdraws its prior notice and notifies the Commission, pursuant to Section 8 of 807 KAR 5:011, that it now intends to file the general rate adjustment application on or after May 28, 1999, and intends to use a forecasted test period. We would request that the Commission continue to use the case number previously assigned to this rate proceeding (99-070).

Western has submitted to the Commission a proposed abbreviated form of newspaper notice. Pursuant to Section 8 of 807 KAR 5:011, Western would further request the Commission's permission to use the abbreviated form of newspaper notice previously submitted.

We are also mailing a copy of this supplemental notice to the Kentucky Attorney General's Rate Intervention Department as required by applicable law.

If there are any questions or problems with this supplemental notice, please advise. Thanks.

Very truly yours,

# SHEFFER HUTCHINSON KINNEY

Mark R. Hutchinson

O:\USERS\BKK\WKG\PSC\RATE\PSC.LTR



COMMONWEALTH OF KENTUCKY **PUBLIC SERVICE COMMISSION** 730 SCHENKEL LANE POST OFFICE BOX 615 FRANKFORT, KY. 40602 (502) 564-3940

March 1, 1999

William J. Senter V.P. Rates & Regulatory Affairs Western Kentucky Gas Company 2401 New Hartford Road Owensboro, KY. 42303 1312

Honorable Mark R. Hutchinson Attorney at Law Sheffer Hutchinson Kinney 115 East Second Street Owensboro, KY. 42303

RE: Case No. 99-070 WESTERN KENTUCKY GAS COMPANY (Rates - General)

This letter is to acknowledge receipt of notice of intent to file a rate application in the above case. The notice was date-stamped received on March 1, 1999 and has been assigned Case No. 99-070. In all future correspondence or filings made in connection with this case, please reference the above case number.

If I can be of any help on procedural matters, please feel free to contact me at 502/564-3940.

Sincerely, tephan Sur

Stephanie Bell Secretary of the Commission

Pin'l 2. 2. 90

SB/jc

# Western Kentucky Gas Company Case No. 99-070 Forecasted Test Period Filing Requirements FR 10(3)(a)-(h)

#### Description of Filing Requirement: Form of notice to customers.

Form of nonce to customers.

- FR10(3)(a) The amount of the change requested in both dollar amounts and percentage change for each customer classification to which the proposed rate change will apply;
- FR10(3)(b) The present rates and the proposed rates for each customer class to which the proposed rates would apply;
- FR10(3)(c) The effect upon the average bill for each customer class to which the proposed rate change will apply;
- FR10(3)(d) N/A
- FR10(3)(e) A statement that the rates contained in this notice are the rates proposed by Western Kentucky Gas Company (Western); however, the Public Service Commission may order rates to be charged that differ from the proposed rates contained in this notice;
- FR10(3)(f) A statement that any corporation, association, or person with a substantial interest in the matter may, by written request, within thirty (30) days after the publication or mailing of this notice of the proposed rate changes request to intervene.
- FR10(3)(g) A statement that any person who has been granted intervention by the commission may obtain copies of the rate application and any other filings made by Western by contacting the utility through a name, address and phone number.
- FR10(3)(h) A statement that any person may examine the rate application and any other filings made by Western at the main office of Western or at the commission's office indicating the addresses and telephone numbers of both the Western and the commission;

# Response:

See attached customer notice. This notice will be published in newspapers of general circulation in Western's service area per FR10(4)(c)3.

#### NOTICE

#### **OF PROPOSED CHANGES IN GAS TARIFFS** WHICH WILL RESULT IN INCREASED CHARGES

Notice is hereby given that Western Kentucky Gas Company ("Western"), a public utility furnishing natural gas service within the Commonwealth of Kentucky, on/or about the 28th day of May 1999, pursuant to Kentucky Revised Statute 278.180 and the Rules of the Public Service Commission of Kentucky, respecting tariffs, filed its notice to the Kentucky Public Service Commission ("KPSC"), proposing to change its gas rates effective July 1,1999.

The present rates charged in all territory served by Western are as follows:

#### Present Rates (Effective April 1, 1999)

#### Rate G – 1, General Sales Service

Monthly Base Charge:

\$5.10 per meter for residential service \$13.60 per meter for non-residential

**Commodity Charge** 

First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge

\$2.9130 per 1,000 cubic feet

#### Rate G – 1, High Load Factor Firm Sales Service Monthly Base Charge:

\$13.60 per meter for non-residential Demand Charge

**Commodity Charge** 

First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge

# Rate G-2, Interruptible Sales Service

Monthly Base Charge: \$150.00 per meter **Commodity Charge** First 15,000 Mcf or less per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge

\$2.4756 per 1,000 cubic feet \$2.3256 per 1,000 cubic feet

**Rate LVS-1, Firm Sales Service** Monthly Base Charge: \$13.60 per meter

Commodity Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge

\$3.5916 per 1,000 cubic feet \$3.0886 per 1,000 cubic feet \$2,9386 per 1,000 cubic feet

\$4.2809 per 1,000 cubic feet of **Daily Contracted Demand** 

\$3.5660 per 1,000 cubic feet

\$3.0630 per 1,000 cubic feet

\$3.0111 per 1,000 cubic feet \$2.5081 per 1,000 cubic feet \$2.3581 per 1,000 cubic feet

1

# Rate LVS-1, High Load Factor Firm Sales Service

Monthly Base Charge:

\$13.60 per meter l	for non-residential
Demand Charge	,

#### Commodity Charge

First 300 Mcf or less per month	\$3.0367 per 1,000 cubic feet
Next 14,700 Mcf per month	\$2.5337 per 1,000 cubic feet
Over 15,000 Mcf per month*	\$2.3837 per 1,000 cubic feet
Minimum Charge: The Base Charge	

#### Rate LVS-2, Interruptible Sales Service

Monthly Base Charge: \$150.00 per meter Commodity Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge

\$2.4710 per 1,000 cubic feet \$2.3210 per 1,000 cubic feet

\$4.2809 per 1,000 cubic feet of Daily Contracted Demand

#### Rate T – 2 General Transportation Service

(Includes standby sales service under corresponding Sales rates)

Rate T- 2/G – 1, Firm Transportation	n with Firm Standby Sales Service
Monthly Base Charge:	
\$13.60 per meter	
\$45.00 Administration Charge	

Commodity Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge

\$1.7902 per 1,000 cubic feet \$1.2872 per 1,000 cubic feet \$1.1372 per 1,000 cubic feet

# Rate T- 2/G – 1, High Load Factor Firm Service

Monthly Base Charge:

**Commodity Charge** 

\$13.60 per meter for non-residential \$45.00 Administration Charge Demand Charge

First 300 Mcf or less per month

Next 14,700 Mcf per month

Over 15,000 Mcf per month\* Minimum Charge: The Base Charge \$4.2809 per 1,000 cubic feet of Daily Contracted Demand

\$1.2353 per 1,000 cubic feet \$0.7323 per 1,000 cubic feet \$0.5823 per 1,000 cubic feet

**Rate T-2/G-2, Interruptible Transportation with Interruptible Standby Sales Service** Monthly Base Charge:

\$150.00 per meter \$45.00 Administration Charge Commodity Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\*

\$0.6998 per 1,000 cubic feet \$0.5498 per 1,000 cubic feet

Rate T-3, Interruptible Carriage Service Transportation only service Monthly Base Charge: \$150.00 per meter \$45.00 Administration Charge Commodity Charge	
First 15,000 Mcf or less per month	\$0.4936 per 1,000 cubic feet
Over 15,000 Mcf per month*	\$0.3436 per 1,000 cubic feet
Rate T-4, Firm Carriage Service	
Transportation only service	
Monthly Base Charge:	
\$150.00 per meter	
\$45.00 Administration Charge	
Commodity Charge	
First 300 Mcf or less per month	\$1.0615 per 1,000 cubic feet
Next 14,700 Mcf per month	\$0.5585 per 1,000 cubic feet
Over 15,000 Mcf per month*	\$0.4085 per 1,000 cubic feet
Special Charges	
Turn on new service with meter set	\$28.00
Turn on service, shut in test required	\$18.00
Turn on service, meter read only required	\$10.00
Reconnect delinquent service	No Charge
Reconnect service off temporarily at customer request	\$25.00
Termination or field collection charge	\$ 5.00
Meter test charge	\$20.00
Returned check charge	\$15.00
Optional facilities charge for Electronic Flow Measurer	
Class 1 E FM	\$105 per month
Class 2 E FM	\$210 per month

#### **Proposed Rates**

Rate G-1, General Sales Service Monthly Base Charge: \$9.00 per meter for residential service \$24.00 per meter for non-residential	
Distribution Charge	
First 300 Mcf or less per month	\$1.2000 per 1,000 cubic feet
Next 14,700 Mcf per month	\$0.6946 per 1,000 cubic feet
Over 15,000 Mcf per month*	\$0.4299 per 1,000 cubic feet
Gas Charge, all Mcf	\$2.5045 per 1,000 cubic feet
Minimum Charge: The Base Charge	

#### Rate G - 1, High Load Factor Firm Sales Service

Monthly Base Charge:

> \$24.00 per meter for non-residential Demand Charge

**Distribution Charge** First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Gas Charge, all Mcf Minimum Charge: The Base Charge

\$4.2809 per 1,000 cubic feet of **Daily Contracted Demand** 

\$1.2000 per 1,000 cubic feet \$0.6946 per 1,000 cubic feet \$0.4299 per 1,000 cubic feet \$1.9496 per 1,000 cubic feet

3

#### Rate G-2, Interruptible Sales Service

Monthly Base Charge: \$250.00 per meter Distribution Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\* Gas Charge, all Mcf Minimum Charge: The Base Charge

#### Rate LVS-1, Firm Sales Service

Monthly Base Charge: \$24.00 per meter

Distribution Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Gas charge, all Mcf Minimum Charge: The Base Charge \$0.5300 per 1,000 cubic feet \$0.3301 per 1,000 cubic feet \$1.9820 per 1,000 cubic feet

\$1.2000 per 1,000 cubic feet \$0.6946 per 1,000 cubic feet \$0.4299 per 1,000 cubic feet \$2.5301 per 1,000 cubic feet

#### Rate LVS-1, High Load Factor Firm Sales Service Monthly Base Charge:

\$24.00 per meter for non-residential Demand Charge \$4.2809

Distribution Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Gas Charge, all Mcf Minimum Charge: The Base Charge \$4.2809 per 1,000 cubic feet of Daily Contracted Demand

\$1.2000 per 1,000 cubic feet \$0.6946 per 1,000 cubic feet \$0.4299 per 1,000 cubic feet \$1.9752 per 1,000 cubic feet

#### Rate LVS – 2, Interruptible Sales Service

Monthly Base Charge: \$250.00 per meter Distribution Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\* Gas Charge, all Mcf Minimum Charge: The Base Charge

\$0.5300 per 1,000 cubic feet \$0.3301 per 1,000 cubic feet \$1.9774 per 1,000 cubic feet

#### Rate T – 2, General Transportation Service

(Includes standby sales service under corresponding Sales rates)

**Rate T- 2/G-1, Firm Transportation with Firm Standby Sales Service** Monthly Base Charge:

\$24.00 per meter \$50.00 Administration Charge Distribution Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Gas Charge, all Mcf Minimum Charge: The Base Charge

\$1.2000 p	er 1,000	cubic feet
\$0.6946 p	er 1,000	cubic feet
\$0.4299 p	er 1,000	cubic feet
\$0.7287 p	er 1,000	cubic feet

4

Rate T-2/G-1, High Load Factor Firm Service Monthly Base Charge:

\$24.00 per meter for non-residential \$50.00 Administration Charge Demand Charge

\$4.2809 per 1,000 cubic feet of Daily Contracted Demand

Distribution Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Gas Charge, all Mcf Minimum Charge: The Base Charge

\$1.2000 per 1,000 cubic feet \$0.6946 per 1,000 cubic feet \$0.4299 per 1,000 cubic feet \$0.1738 per 1,000 cubic feet

**Rate T-2/G-2, Interruptible Transportation with Interruptible Standby Sales Service** Monthly Base Charge:

\$250.00 per meter \$50.00 Administration Charge Distribution Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\* Gas Charge, all Mcf Minimum Charge: The Base Charge

\$0.5300 per 1,000 cubic feet \$0.3301 per 1,000 cubic feet \$0.2062 per 1,000 cubic feet

#### Rate T-3 Interruptible Carriage Service

Transportation only service Monthly Base Charge: \$250.00 per meter \$50.00 Administration Charge Distribution Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\*

#### Rate T-4, Firm Carriage Service

Transportation only service Monthly Base Charge: \$250.00 per meter \$50.00 Administration Charge Distribution Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* \$0.5300 per 1,000 cubic feet \$0.3301 per 1,000 cubic feet

\$1.2000 per 1,000 cubic feet \$0.6946 per 1,000 cubic feet \$0.4299 per 1,000 cubic feet

Special Charges:	Regular	After Hours
Meter set	\$28.00	\$35.00
Turn on service	\$20.00	\$25.00
Read	\$12.00	\$14.00
Reconnect delinquent service	\$34.00	\$40.00
Seasonal charge (service off temporarily at	\$65.00	\$73.00
customer request)		
Meter test charge	\$20.00	N/A
Returned check charge	\$23.00	N/A
Optional facilities charge for Electronic Flow Measurement		
Class 1 E FM	\$105.00 per month	
Class 2 E FM	\$245.00 per month	

\*All gas consumed by the customer (sales, transportation, firm and interruptible) will be considered for the purposes of determining whether the volume requirement of 15,000 Mcf has been achieved. Note: The above rates include the Gas Cost Adjustment in effect at April 1, 1999.

#### **Miscellaneous Tariff Changes**

#### Gas Charge – Gas Cost Adjustment Clause (CGA) Changes

Western proposes to separate its current Commodity Charge into two components – a Gas Charge and a Distribution Charge. The Gas Charge GCA rider will establish a "zero-based GCA" by eliminating the base cost of gas and all non-gas costs from the calculation of the GCA. The GCA will be calculated from zero.

#### **Distribution Charge**

Western proposes to establish this volumetric charge to recover a portion of its non-gas costs, such as those formerly collected through the Commodity Charge. The remaining portion of non-gas costs are collected through the Company's other charges.

#### Weather Normalization Adjustment (WNA) Rider

Western proposes a WNA to stabilize the effects of winter weather volatility on customer bills during the months of November through April. The WNA will be applicable to the Distribution Charge. As a result of the WNA, customers will pay a Distribution Charge equivalent to the charge that would be applicable during "normal" winter weather.

#### Late Payment Charge

Western proposes to establish a late payment charge of 5% applicable to Rate G-1 Sales Service. This penalty will be applicable to past due billing amounts.

#### Premises Charge

Western proposes this new charge to be applicable only to connect new residential premises where facilities to the premises do not presently exist. If a main extension is required to establish new service, the proposed charge is \$13.09 per month for 15 years. If a main extension is not required to establish new service, the proposed charge is \$11.28 per month for 15 years. The Premises Charge is proposed to become effective January 1, 2001.

#### Demand Side Management (DSM) Surcharge

Western proposes to continue its weatherization of low-income residences for 3 years as conducted through the cooperation of community action agencies in Western's service area. Pursuant to KRS 278.285, the DSM surcharge is proposed to be applicable to the eligible residential class of customers, Rate G-1 Sales Service. The initial proposed charge is \$0.0380 per Mcf.

#### Margin Loss Recovery Mechanism Rider

Western proposes this rider to recover from all Sales Service customers 90% of future margin losses resulting from negotiated large customer contract reductions.

#### Gas Research Institute Research & Development (GRI R&D) Unit Charge Rider

Western proposes a phased-in restructuring of its collection of GRI R&D costs consistent with the settlement reached at the Federal Energy Regulatory Commission and as currently reflected in the tariffs of the interstate pipelines. The GRI R&D Unit Charge is proposed to be phased out of the GCA and into a component of the proposed Distribution Charge through 2004. This proposal will not result in an increase in charges to customers.

#### Alternate Receipt Point Service

Western proposes this new service, subject to availability, to provide additional receipt point flexibility for transportation customers. A \$0.10 per Mcf charge for this service is proposed, in addition to all other charges applicable to transportation customers.

6

All other charges not specifically mentioned herein shall remain the same as those presently in effect.

The proposed rates will result in an overall approximate increase in the amount of \$14,127,650 or 11.7% with increases of approximately \$9,221,264 or 13.5% for residential consumers, and \$3,427,255 or 9.9% for commercial consumers, and approximately \$1,057,992 or 6.4% for industrial consumers. Charges from other gas revenue will increase \$421,139 or 55.8%. The average monthly bill for residential consumers will increase approximately \$4.85 or 13.5%. The average monthly bill for commercial consumers will increase approximately \$14.57 or 9.9%. The average monthly bill for industrial customers will increase approximately \$209.46 or 6.4%. The impact on each customer's average bill will vary according to individual consumption or transportation levels. However, this impact can be determined by each customer by applying the proposed rates listed above to their respective average consumption or transportation levels.

The rates contained in this notice are the rates proposed by Western; however, the KPSC may order rates to be charged that differ from the proposed rates contained in this notice. Such action may result in rates for customers other than the rates included in this notice.

Any corporation, association, or person with a substantial interest in this matter may, by written request to the KPSC, within thirty (30) days after publication or mailing of this notice of the proposed rate changes, request to intervene; intervention may be granted beyond the thirty (30) day period for good cause shown. Requests to intervene should set forth the grounds for the request including the status and interest of the party be submitted to the KPSC at the address listed below.

Any person who has been granted intervention by the Commission may obtain copies of the rate application and any other filings made by the utility by contacting:

Western Kentucky Gas Company Attention: Mr. William J. Senter 2401 New Hartford Road Owensboro, KY 42303 (270) 685-8069

Any person may examine the rate application and any related filings at the office of Western or the Commission, as listed below:

7

Western Kentucky Gas Company 2401 New Hartford Road Owensboro, KY 42303 (270) 685-8069

Public Service Commission of Kentucky 730 Schenkel Lane P.O. Box 615 Frankfort, KY 40602 (502) 564-3940



80000 SERIES 10% P.C.W.

,

# Western Kentucky Gas Company Case No. 99-070 Forecasted Test Period Filing Requirements FR 10(4)(c)3

# Description of Filing Requirement:

Manner of Notification. (c) Except for sewer utilities, applicants with more than twenty (20) customers affected by the proposed general rate adjustment shall give the required notice by one (1) of the following methods:

3. Publishing the notice once a week for three (3) consecutive weeks in a prominent manner in a newspaper of general circulation in utility's service area, the first publication to be made within seven (7) days of the filing of the application with the commission.

#### Response:

Western has undertaken to comply with this filing requirement by delivering to newspapers of general circulation in its service area, a copy of the attached notice, for publication once a week for three consecutive weeks in a prominent manner, the first of said publications to be made within seven (7) days of the filing of the application.

#### NOTICE

#### OF PROPOSED CHANGES IN GAS TARIFFS WHICH WILL RESULT IN INCREASED CHARGES

Notice is hereby given that Western Kentucky Gas Company ("Western"), a public utility furnishing natural gas service within the Commonwealth of Kentucky, on/or about the 28<sup>th</sup> day of May 1999, pursuant to Kentucky Revised Statute 278.180 and the Rules of the Public Service Commission of Kentucky, respecting tariffs, filed its notice to the Kentucky Public Service Commission ("KPSC"), proposing to change its gas rates effective July 1,1999.

The present rates charged in all territory served by Western are as follows:

#### Present Rates (Effective April 1, 1999)

# Rate G – 1, General Sales Service

Monthly Base Charge:

\$5.10 per meter for residential service \$13.60 per meter for non-residential

Commodity Charge

First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge

\$2.9130 per 1,000 cubic feet

#### Rate G - 1, High Load Factor Firm Sales Service

Monthly Base Charge: \$13.60 per meter for non-residential Demand Charge

Commodity Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge

Rate G-2, Interruptible Sales Service

Monthly Base Charge: \$150.00 per meter Commodity Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge

#### Rate LVS-1, Firm Sales Service

Monthly Base Charge: \$13.60 per meter Commodity Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge \$4.2809 per 1,000 cubic feet of Daily Contracted Demand

\$3.5660 per 1,000 cubic feet

\$3.0630 per 1,000 cubic feet

\$3.0111 per 1,000 cubic feet \$2.5081 per 1,000 cubic feet \$2.3581 per 1,000 cubic feet

\$2.4756 per 1,000 cubic feet \$2.3256 per 1,000 cubic feet

\$3.5916 per 1,000 cubic feet \$3.0886 per 1,000 cubic feet \$2.9386 per 1.000 cubic feet

#### Rate LVS-1, High Load Factor Firm Sales Service Monthly Base Charge:

\$13.60 per meter for non-residential Demand Charge

#### **Commodity Charge**

First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge \$4.2809 per 1,000 cubic feet of Daily Contracted Demand

\$3.0367 per 1,000 cubic feet \$2.5337 per 1,000 cubic feet \$2.3837 per 1,000 cubic feet

#### Rate LVS-2, Interruptible Sales Service

Monthly Base Charge: \$150.00 per meter Commodity Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge

\$2.4710 per 1,000 cubic feet \$2.3210 per 1,000 cubic feet

#### Rate T – 2 General Transportation Service

(Includes standby sales service under corresponding Sales rates)

Rate T- 2/G – 1, Firm Transportation with Firm Standby Sales Service Monthly Base Charge:

\$13.60 per meter

\$45.00 Administration Charge

Commodity Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge

\$1.7902 per 1,000 cubic feet \$1.2872 per 1,000 cubic feet \$1.1372 per 1,000 cubic feet

#### Rate T- 2/G – 1, High Load Factor Firm Service

Monthly Base Charge:

\$13.60 per meter for non-residential \$45.00 Administration Charge Demand Charge

\$4.2809 per 1,000 cubic feet of Daily Contracted Demand

Commodity Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge

\$1.2353 per 1,000 cubic feet \$0.7323 per 1,000 cubic feet \$0.5823 per 1,000 cubic feet

Rate T-2/G-2, Interruptible Transportation with Interruptible Standby Sales Service Monthly Base Charge: \$150.00 per meter

2

\$45.00 Administration Charge Commodity Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\*

\$0.6998 per 1,000 cubic feet \$0.5498 per 1,000 cubic feet

#### Rate T-3, Interruptible Carriage Service

Transportation only service	
Monthly Base Charge:	
\$150.00 per meter	
\$45.00 Administration Charge	
Commodity Charge	
First 15,000 Mcf or less per month	\$0.4936 per 1,000 cubic feet
Over 15,000 Mcf per month*	\$0.3436 per 1,000 cubic feet

#### Rate T-4, Firm Carriage Service

Transportation only service Monthly Base Charge: \$150.00 per meter \$45.00 Administration Charge Commodity Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\*

\$1.0615 pe	r 1,000 cubic feet
\$0.5585 pe	r 1,000 cubic feet
\$0.4085 pe	r 1,000 cubic feet

\$4.2809 per 1,000 cubic feet of

Daily Contracted Demand

#### **Special Charges**

Turn on new service with meter set	\$28.00
Turn on service, shut in test required	\$18.00
Turn on service, meter read only required	\$10.00
Reconnect delinquent service	No Charge
Reconnect service off temporarily at customer request	\$25.00
Termination or field collection charge	\$ 5.00
Meter test charge	\$20.00
Returned check charge	\$15.00
Optional facilities charge for Electronic Flow Measurement	
Class 1 E FM	\$105 per month
Class 2 E FM	\$210 per month

#### **Proposed Rates**

Rate G-1, General Sales Service	
Monthly Base Charge:	
\$9.00 per meter for residential service	
\$24.00 per meter for non-residential	
Distribution Charge	
First 300 Mcf or less per month	\$1.2000 per 1,000 cubic feet
Next 14,700 Mcf per month	\$0.6946 per 1,000 cubic feet
Over 15,000 Mcf per month*	\$0.4299 per 1,000 cubic feet
Gas Charge, all Mcf	\$2.5045 per 1,000 cubic feet
Minimum Charge: The Base Charge	

## Rate G – 1, High Load Factor Firm Sales Service

Monthly Base Charge:

\$24.00 per meter for non-residential Demand Charge

Distribution Charge	
First 300 Mcf or less per month	\$1.2000 per 1,000 cubic feet
Next 14,700 Mcf per month	\$0.6946 per 1,000 cubic feet
Over 15,000 Mcf per month*	\$0.4299 per 1,000 cubic feet
Gas Charge, all Mcf	\$1.9496 per 1,000 cubic feet
Minimum Charge: The Base Charge	

Rate G-2, Interruptible Sales Service Monthly Base Charge: \$250.00 per meter Distribution Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\* Gas Charge, all Mcf Minimum Charge: The Base Charge

#### Rate LVS-1, Firm Sales Service

Monthly Base Charge: \$24.00 per meter Distribution Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Gas charge, all Mcf Minimum Charge: The Base Charge

\$0.5300	per 1,0	000 cut	oic feet
\$0.3301	per 1,0	000 cut	oic feet
\$1.9820	per 1,0	000 cub	oic feet

\$1.2000 per 1,000 cubic feet \$0.6946 per 1,000 cubic feet \$0.4299 per 1,000 cubic feet \$2.5301 per 1,000 cubic feet

#### Rate LVS-1, High Load Factor Firm Sales Service Monthly Base Charge:

\$24.00 per meter for non-residential Demand Charge

Distribution Charge

First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Gas Charge, all Mcf Minimum Charge: The Base Charge \$4.2809 per 1,000 cubic feet of Daily Contracted Demand

\$1.2000 per 1,000 cubic feet \$0.6946 per 1,000 cubic feet \$0.4299 per 1,000 cubic feet \$1.9752 per 1,000 cubic feet

#### Rate LVS – 2, Interruptible Sales Service

Monthly Base Charge: \$250.00 per meter Distribution Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\* Gas Charge, all Mcf Minimum Charge: The Base Charge

\$0.5300 per 1,000 cubic feet \$0.3301 per 1,000 cubic feet \$1.9774 per 1,000 cubic feet

#### Rate T – 2, General Transportation Service

(Includes standby sales service under corresponding Sales rates)

#### **Rate T- 2/G-1, Firm Transportation with Firm Standby Sales Service** Monthly Base Charge:

Monthly Dase Charge.	·
\$24.00 per meter	
\$50.00 Administration Charge	
Distribution Charge	
First 300 Mcf or less per month	\$1.2000 per 1,000 cubic feet
Next 14,700 Mcf per month	\$0.6946 per 1,000 cubic feet
Over 15,000 Mcf per month*	\$0.4299 per 1,000 cubic feet
Gas Charge, all Mcf	\$0.7287 per 1,000 cubic feet
Minimum Charge: The Base Charge	•

#### Rate T-2/G-1, High Load Factor Firm Service Monthly Base Charge:

\$24.00 per meter for non-residential
\$50.00 Administration Charge
Demand Charge

\$4.2809 per 1,000 cubic feet of Daily Contracted Demand

Distribution Charge	
First 300 Mcf or less per month	\$1.2000 per 1,000 cubic feet
Next 14,700 Mcf per month	\$0.6946 per 1,000 cubic feet
Over 15,000 Mcf per month*	\$0.4299 per 1,000 cubic feet
Gas Charge, all Mcf	\$0.1738 per 1,000 cubic feet
Minimum Charge: The Base Charge	

#### **Rate T-2/G-2, Interruptible Transportation with Interruptible Standby Sales Service** Monthly Base Charge:

\$250.00 per meter \$50.00 Administration Charge Distribution Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\* Gas Charge, all Mcf Minimum Charge: The Base Charge

\$0.5300 per 1,000 cubic feet
\$0.3301 per 1,000 cubic feet
\$0.2062 per 1,000 cubic feet

#### Rate T-3 Interruptible Carriage Service Transportation only service Monthly Base Charge: \$250.00 per meter \$50.00 Administration Charge Distribution Charge

First 15,000 Mcf or less per month Over 15,000 Mcf per month\*

#### \$0.5300 per 1,000 cubic feet \$0.3301 per 1,000 cubic feet

### Rate T-4, Firm Carriage Service

Transportation only service Monthly Base Charge: \$250.00 per meter \$50.00 Administration Charge Distribution Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\*

\$1.2000 per 1,000 cubic feet \$0.6946 per 1,000 cubic feet \$0.4299 per 1,000 cubic feet

Special Charges:	Regular	After Hours
Meter set	\$28.00	\$35.00
Turn on service	\$20.00	\$25.00
Read	\$12.00	\$14.00
Reconnect delinquent service	\$34.00	\$40.00
Seasonal charge (service off temporarily at	\$65.00	\$73.00
customer request)		
Meter test charge	\$20.00	N/A
Returned check charge	\$23.00	N/A
Optional facilities charge for Electronic Flow Measurement		
Class 1 E FM	\$105.00 per month	
Class 2 E FM	\$245.00 per month	

\*All gas consumed by the customer (sales, transportation, firm and interruptible) will be considered for the purposes of determining whether the volume requirement of 15,000 Mcf has been achieved. Note: The above rates include the Gas Cost Adjustment in effect at April 1, 1999.

#### **Miscellaneous Tariff Changes**

#### Gas Charge – Gas Cost Adjustment Clause (CGA) Changes

Western proposes to separate its current Commodity Charge into two components – a Gas Charge and a Distribution Charge. The Gas Charge GCA rider will establish a "zero-based GCA" by eliminating the base cost of gas and all non-gas costs from the calculation of the GCA. The GCA will be calculated from zero.

#### Distribution Charge

Western proposes to establish this volumetric charge to recover a portion of its non-gas costs, such as those formerly collected through the Commodity Charge. The remaining portion of non-gas costs are collected through the Company's other charges.

#### Weather Normalization Adjustment (WNA) Rider

Western proposes a WNA to stabilize the effects of winter weather volatility on customer bills during the months of November through April. The WNA will be applicable to the Distribution Charge. As a result of the WNA, customers will pay a Distribution Charge equivalent to the charge that would be applicable during "normal" winter weather.

#### Late Payment Charge

Western proposes to establish a late payment charge of 5% applicable to Rate G-1 Sales Service. This penalty will be applicable to past due billing amounts.

#### **Premises Charge**

Western proposes this new charge to be applicable only to connect new residential premises where facilities to the premises do not presently exist. If a main extension is required to establish new service, the proposed charge is \$13.09 per month for 15 years. If a main extension is not required to establish new service, the proposed charge is \$11.28 per month for 15 years. The Premises Charge is proposed to become effective January 1, 2001.

#### Demand Side Management (DSM) Surcharge

Western proposes to continue its weatherization of low-income residences for 3 years as conducted through the cooperation of community action agencies in Western's service area. Pursuant to KRS 278.285, the DSM surcharge is proposed to be applicable to the eligible residential class of customers, Rate G-1 Sales Service. The initial proposed charge is \$0.0380 per Mcf.

#### Margin Loss Recovery Mechanism Rider

Western proposes this rider to recover from all Sales Service customers 90% of future margin losses resulting from negotiated large customer contract reductions.

#### Gas Research Institute Research & Development (GRI R&D) Unit Charge Rider

Western proposes a phased-in restructuring of its collection of GRI R&D costs consistent with the settlement reached at the Federal Energy Regulatory Commission and as currently reflected in the tariffs of the interstate pipelines. The GRI R&D Unit Charge is proposed to be phased out of the GCA and into a component of the proposed Distribution Charge through 2004. This proposal will not result in an increase in charges to customers.

#### Alternate Receipt Point Service

Western proposes this new service, subject to availability, to provide additional receipt point flexibility for transportation customers. A \$0.10 per Mcf charge for this service is proposed, in addition to all other charges applicable to transportation customers.

All other charges not specifically mentioned herein shall remain the same as those presently in effect.

The proposed rates will result in an overall approximate increase in the amount of \$14,127,650 or 11.7% with increases of approximately \$9,221,264 or 13.5% for residential consumers, and \$3,427,255 or 9.9% for commercial consumers, and approximately \$1,057,992 or 6.4% for industrial consumers. Charges from other gas revenue will increase \$421,139 or 55.8%. The average monthly bill for residential consumers will increase approximately \$4.85 or 13.5%. The average monthly bill for commercial consumers will increase approximately \$14.57 or 9.9%. The average monthly bill for industrial customers will increase approximately \$209.46 or 6.4%. The impact on each customer's average bill will vary according to individual consumption or transportation levels. However, this impact can be determined by each customer by applying the proposed rates listed above to their respective average consumption or transportation levels.

The rates contained in this notice are the rates proposed by Western; however, the KPSC may order rates to be charged that differ from the proposed rates contained in this notice. Such action may result in rates for customers other than the rates included in this notice.

Any corporation, association, or person with a substantial interest in this matter may, by written request to the KPSC, within thirty (30) days after publication or mailing of this notice of the proposed rate changes, request to intervene, intervention may be granted beyond the thirty (30) day period for good cause shown. Requests to intervene should set forth the grounds for the request including the status and interest of the party be submitted to the KPSC at the address listed below.

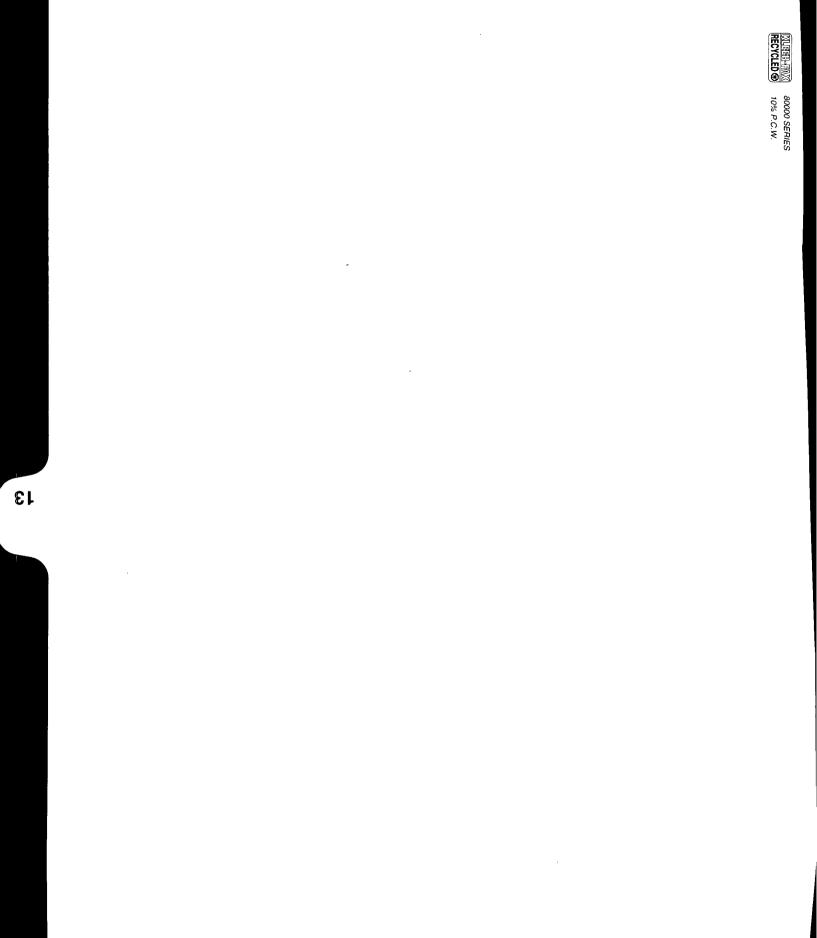
Any person who has been granted intervention by the Commission may obtain copies of the rate application and any other filings made by the utility by contacting:

Western Kentucky Gas Company Attention: Mr. William J. Senter 2401 New Hartford Road Owensboro, KY 42303 (270) 685-8069

Any person may examine the rate application and any related filings at the office of Western or the Commission, as listed below:

Western Kentucky Gas Company 2401 New Hartford Road Owensboro, KY 42303 (270) 685-8069

Public Service Commission of Kentucky 730 Schenkel Lane P.O. Box 615 Frankfort, KY 40602 (502) 564-3940



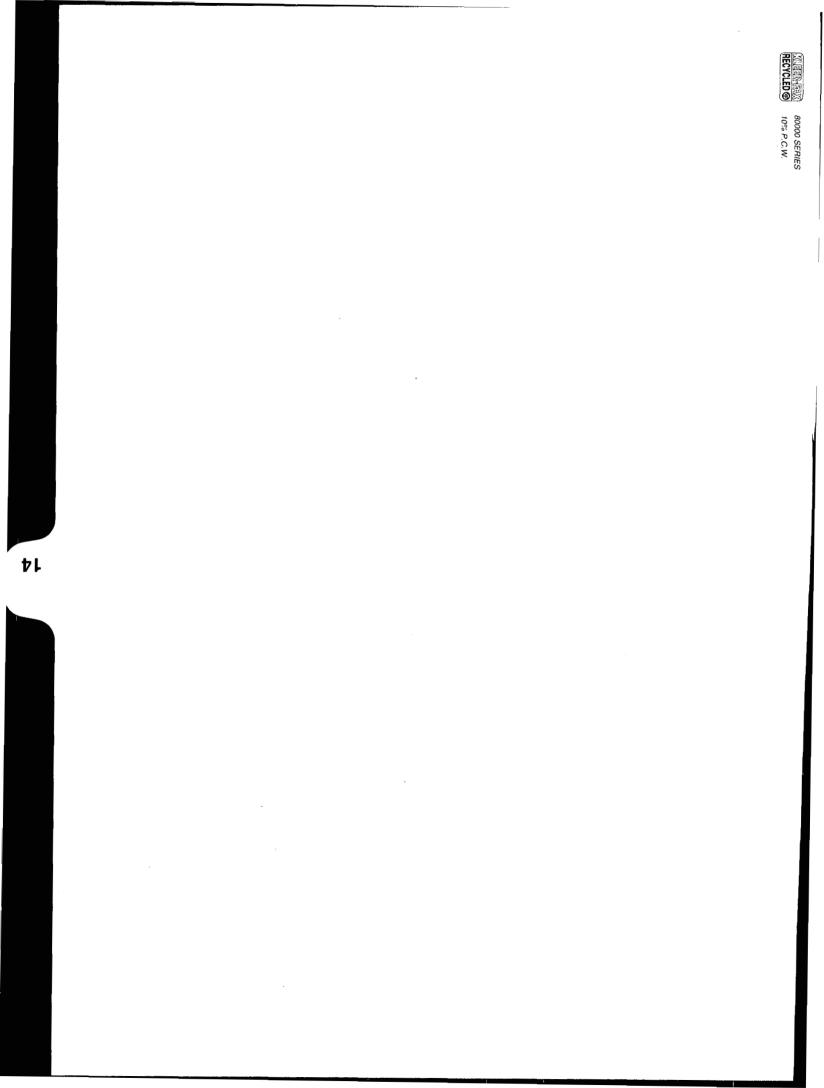
### Western Kentucky Gas Company Case No. 99-070 Forecasted Test Period Filing Requirements FR 10(4)(d)

### Description of Filing Requirement:

If the notice is published, an affidavit from the publisher verifying the notice was published, including the dates of the publication with an attached copy of the published notice, shall be filed with the Commission no later than forty-five (45) days of the filed date of the application.

#### Response:

Affidavits from publishers verifying the notice was published will be filed with the Commission as prescribed in FR10(4)(d).



### Western Kentucky Gas Company Case No. 99-070 Forecasted Test Period Filing Requirements FR 10(4)(f)

### Description of Filing Requirement:

A sample copy of the customer notice required in FR10(3) shall be posted at the Company's place of business no later than the date on which the application is filed and shall remain posted until the Commission has finally decided on the application.

#### Response:

Customer notice required in FR10(3) has been posted at all Company offices and shall remain posted until the Commission has reached a final decision on Western's application.

#### NOTICE

#### OF PROPOSED CHANGES IN GAS TARIFFS WHICH WILL RESULT IN INCREASED CHARGES

Notice is hereby given that Western Kentucky Gas Company ("Western"), a public utility furnishing natural gas service within the Commonwealth of Kentucky, on/or about the 28<sup>th</sup> day of May 1999, pursuant to Kentucky Revised Statute 278.180 and the Rules of the Public Service Commission of Kentucky, respecting tariffs, filed its notice to the Kentucky Public Service Commission ("KPSC"), proposing to change its gas rates effective July 1,1999.

The present rates charged in all territory served by Western are as follows:

#### Present Rates (Effective April 1, 1999)

### Rate G – 1, General Sales Service

Monthly Base Charge:

\$5.10 per meter for residential service \$13.60 per meter for non-residential

**Commodity Charge** 

First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge \$3.5660 per 1,000 cubic feet \$3.0630 per 1,000 cubic feet \$2.9130 per 1,000 cubic feet

### Rate G – 1, High Load Factor Firm Sales Service Monthly Base Charge:

\$13.60 per meter for non-residential Demand Charge

Commodity Charge

First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge

#### Rate G-2, Interruptible Sales Service

Monthly Base Charge: \$150.00 per meter Commodity Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge \$3.0111 per 1.000 cubic feet

\$4.2809 per 1,000 cubic feet of Daily Contracted Demand

\$2.5081 per 1,000 cubic feet \$2.3581 per 1,000 cubic feet

\$2.4756 per 1,000 cubic feet \$2.3256 per 1,000 cubic feet

#### Rate LVS-1, Firm Sales Service Monthly Base Charge: \$13.60 per meter Commodity Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\*

Minimum Charge: The Base Charge

1

\$3.5916 per 1,000 cubic feet \$3.0886 per 1,000 cubic feet \$2.9386 per 1,000 cubic feet

#### Rate LVS-1, High Load Factor Firm Sales Service Monthly Base Charge:

\$13.60 per meter for non-residential Demand Charge

#### Commodity Charge

First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge \$4.2809 per 1,000 cubic feet of Daily Contracted Demand

\$3.0367 per 1,000 cubic feet \$2.5337 per 1,000 cubic feet \$2.3837 per 1,000 cubic feet

#### Rate LVS-2, Interruptible Sales Service

Monthly Base Charge: \$150.00 per meter

Commodity Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge

\$2.4710 per 1,000 cubic feet \$2.3210 per 1,000 cubic feet

#### Rate T – 2 General Transportation Service

(Includes standby sales service under corresponding Sales rates)

Rate T- 2/G – 1, Firm Transportation with Firm Standby Sales Service Monthly Base Charge:

\$13.60 per meter

\$45.00 Administration Charge Commodity Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\*

Minimum Charge: The Base Charge

\$1.7902 per 1,000 cubic feet \$1.2872 per 1,000 cubic feet \$1.1372 per 1,000 cubic feet

#### Rate T- 2/G - 1, High Load Factor Firm Service

Monthly Base Charge:

\$13.60 per meter for non-residential

\$45.00 Administration Charge

Demand Charge

**Commodity Charge** 

First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Minimum Charge: The Base Charge \$4.2809 per 1,000 cubic feet of Daily Contracted Demand

\$1.2353 per 1,000 cubic feet \$0.7323 per 1,000 cubic feet \$0.5823 per 1,000 cubic feet

Rate T-2/G-2, Interruptible Transportation with Interruptible Standby Sales Service Monthly Base Charge:

\$150.00 per meter	
\$45.00 Administration Charge	
Commodity Charge	· ·
First 15,000 Mcf or less per month	\$0.6998 per 1,000 cubic feet
Over 15,000 Mcf per month*	\$0.5498 per 1,000 cubic feet

Rate T-3, Interruptible Carriage Service	
Transportation only service	
Monthly Base Charge:	
\$150.00 per meter	· · ·
\$45.00 Administration Charge	· · ·
Commodity Charge	• •
First 15,000 Mcf or less per month	\$0.4936 per 1,000 cubic feet
Over 15,000 Mcf per month*	\$0.3436 per 1,000 cubic feet
Rate T-4, Firm Carriage Service Transportation only service Monthly Base Charge: \$150.00 per meter \$45.00 Administration Charge Commodity Charge	\$1.0615 per 1,000 cubic feet
First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month*	\$1.0615 per 1,000 cubic feet \$0.5585 per 1,000 cubic feet \$0.4085 per 1,000 cubic feet

#### **Special Charges** \$28.00 Turn on new service with meter set \$18.00 Turn on service, shut in test required Turn on service, meter read only required \$10.00 No Charge Reconnect delinquent service \$25.00 Reconnect service off temporarily at customer request \$ 5.00 Termination or field collection charge \$20.00 Meter test charge \$15.00 Returned check charge Optional facilities charge for Electronic Flow Measurement \$105 per month Class 1 E FM \$210 per month Class 2 E FM

#### **Proposed Rates**

Rate G-1, General Sales Service Monthly Base Charge: \$9.00 per meter for residential service \$24.00 per meter for non-residential	
Distribution Charge	
First 300 Mcf or less per month	\$1.2000 per 1,000 cubic feet
Next 14,700 Mcf per month	\$0.6946 per 1,000 cubic feet
Over 15,000 Mcf per month*	\$0.4299 per 1,000 cubic feet
Gas Charge, all Mcf	\$2.5045 per 1,000 cubic feet
Minimum Charge: The Base Charge	
Rate G – 1, High Load Factor Firm Sales S Monthly Base Charge:	ervice

\$24.00 per meter for	r non-residential
Demand Charge	

Distribution Charge	
First 300 Mcf or less per month	\$1.2000 per 1,000 cubic feet
Next 14,700 Mcf per month	\$0.6946 per 1,000 cubic feet
Over 15,000 Mcf per month*	\$0.4299 per 1,000 cubic feet
Gas Charge, all Mcf	\$1.9496 per 1,000 cubic feet
Minimum Charge: The Base Charge	_

\$4.2809 per 1,000 cubic feet of Daily Contracted Demand Rate G-2, Interruptible Sales Service Monthly Base Charge: \$250.00 per meter Distribution Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\* Gas Charge, all Mcf Minimum Charge: The Base Charge

#### Rate LVS-1, Firm Sales Service

Monthly Base Charge: \$24.00 per meter Distribution Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Gas charge, all Mcf Minimum Charge: The Base Charge \$0.5300 per 1,000 cubic feet \$0.3301 per 1,000 cubic feet \$1.9820 per 1,000 cubic feet

\$1.2000 per 1,000 cubic feet \$0.6946 per 1,000 cubic feet \$0.4299 per 1,000 cubic feet \$2.5301 per 1,000 cubic feet

#### Rate LVS-1, High Load Factor Firm Sales Service Monthly Base Charge:

\$24.00 per meter for non-residential Demand Charge

Distribution Charge

First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Gas Charge, all Mcf Minimum Charge: The Base Charge \$4.2809 per 1,000 cubic feet of Daily Contracted Demand

\$1.2000 per 1,000 cubic feet \$0.6946 per 1,000 cubic feet \$0.4299 per 1,000 cubic feet \$1.9752 per 1,000 cubic feet

#### Rate LVS – 2, Interruptible Sales Service

Monthly Base Charge: \$250.00 per meter Distribution Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\* Gas Charge, all Mcf Minimum Charge: The Base Charge

\$0.5300 per 1,000 cubic feet \$0.3301 per 1,000 cubic feet \$1.9774 per 1,000 cubic feet

### Rate T – 2, General Transportation Service

(Includes standby sales service under corresponding Sales rates)

Rate T- 2/G-1, Firm Transportation with Firm Standby Sales ServiceMonthly Base Charge:<br/>\$24.00 per meter<br/>\$50.00 Administration Charge\$24.00 per meter<br/>\$50.00 Administration ChargeDistribution Charge<br/>First 300 Mcf or less per month<br/>Next 14,700 Mcf per month\$1.2000 per 1,000 cubic feet<br/>\$0.6946 per 1,000 cubic feet<br/>\$0.4299 per 1,000 cubic feetGas Charge, all Mcf<br/>Minimum Charge: The Base Charge\$0.7287 per 1,000 cubic feet

Rate T-2/G-1, High Load Factor Firm Service Monthly Base Charge:

\$24.00 per meter for non-residential \$50.00 Administration Charge Demand Charge

\$4.2809 per 1,000 cubic feet of Daily Contracted Demand

Distribution Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\* Gas Charge, all Mcf Minimum Charge: The Base Charge

\$1.2000 per 1,000 cubic feet \$0.6946 per 1,000 cubic feet \$0.4299 per 1,000 cubic feet \$0.1738 per 1,000 cubic feet

**Rate T-2/G-2, Interruptible Transportation with Interruptible Standby Sales Service** Monthly Base Charge:

\$250.00 per meter \$50.00 Administration Charge Distribution Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\* Gas Charge, all Mcf Minimum Charge: The Base Charge

\$0.5300	per	1,	000	cubic	feet
\$0.3301	per	1,	000	cubic	feet
\$0.2062	per	1,	000	cubic	feet

#### Rate T-3 Interruptible Carriage Service

Transportation only service Monthly Base Charge: \$250.00 per meter \$50.00 Administration Charge Distribution Charge First 15,000 Mcf or less per month Over 15,000 Mcf per month\*

\$0.5300 per 1,000 cubic feet \$0.3301 per 1,000 cubic feet

#### Rate T-4, Firm Carriage Service

Transportation only service Monthly Base Charge: \$250.00 per meter \$50.00 Administration Charge Distribution Charge First 300 Mcf or less per month Next 14,700 Mcf per month Over 15,000 Mcf per month\*

\$1.2000 per 1,000 cubic feet \$0.6946 per 1,000 cubic feet \$0.4299 per 1,000 cubic feet

Special Charges:	Regular	After Hours
Meter set	\$28.00	\$35.00
Turn on service	\$20.00	\$25.00
Read	\$12.00	\$14.00
Reconnect delinquent service	\$34.00	\$40.00
Seasonal charge (service off temporarily at	\$65.00	\$73.00
customer request)		·
Meter test charge	\$20.00	N/A
Returned check charge	\$23.00	N/A
Optional facilities charge for Electronic Flow Measurement		
Class 1 E FM	\$105.00 per month	
Class 2 E FM	\$245.00	per month

\*All gas consumed by the customer (sales, transportation, firm and interruptible) will be considered for the purposes of determining whether the volume requirement of 15,000 Mcf has been achieved. Note: The above rates include the Gas Cost Adjustment in effect at April 1, 1999.

#### **Miscellaneous Tariff Changes**

#### Gas Charge – Gas Cost Adjustment Clause (CGA) Changes

Western proposes to separate its current Commodity Charge into two components – a Gas Charge and a Distribution Charge. The Gas Charge GCA rider will establish a "zero-based GCA" by eliminating the base cost of gas and all non-gas costs from the calculation of the GCA. The GCA will be calculated from zero.

#### **Distribution Charge**

Western proposes to establish this volumetric charge to recover a portion of its non-gas costs, such as those formerly collected through the Commodity Charge. The remaining portion of non-gas costs are collected through the Company's other charges.

#### Weather Normalization Adjustment (WNA) Rider

Western proposes a WNA to stabilize the effects of winter weather volatility on customer bills during the months of November through April. The WNA will be applicable to the Distribution Charge. As a result of the WNA, customers will pay a Distribution Charge equivalent to the charge that would be applicable during "normal" winter weather.

#### Late Payment Charge

Western proposes to establish a late payment charge of 5% applicable to Rate G-1 Sales Service. This penalty will be applicable to past due billing amounts.

#### Premises Charge

Western proposes this new charge to be applicable only to connect new residential premises where facilities to the premises do not presently exist. If a main extension is required to establish new service, the proposed charge is \$13.09 per month for 15 years. If a main extension is not required to establish new service, the proposed charge is \$11.28 per month for 15 years. The Premises Charge is proposed to become effective January 1, 2001.

#### Demand Side Management (DSM) Surcharge

Western proposes to continue its weatherization of low-income residences for 3 years as conducted through the cooperation of community action agencies in Western's service area. Pursuant to KRS 278.285, the DSM surcharge is proposed to be applicable to the eligible residential class of customers, Rate G-1 Sales Service. The initial proposed charge is \$0.0380 per Mcf.

#### Margin Loss Recovery Mechanism Rider

Western proposes this rider to recover from all Sales Service customers 90% of future margin losses resulting from negotiated large customer contract reductions.

#### Gas Research Institute Research & Development (GRI R&D) Unit Charge Rider

Western proposes a phased-in restructuring of its collection of GRI R&D costs consistent with the settlement reached at the Federal Energy Regulatory Commission and as currently reflected in the tariffs of the interstate pipelines. The GRI R&D Unit Charge is proposed to be phased out of the GCA and into a component of the proposed Distribution Charge through 2004. This proposal will not result in an increase in charges to customers.

#### Alternate Receipt Point Service

Western proposes this new service, subject to availability, to provide additional receipt point flexibility for transportation customers. A \$0.10 per Mcf charge for this service is proposed, in addition to all other charges applicable to transportation customers.

All other charges not specifically mentioned herein shall remain the same as those presently in effect.

The proposed rates will result in an overall approximate increase in the amount of \$14,127,650 or 11.7% with increases of approximately \$9,221,264 or 13.5% for residential consumers, and \$3,427,255 or 9.9% for commercial consumers, and approximately \$1,057,992 or 6.4% for industrial consumers. Charges from other gas revenue will increase \$421,139 or 55.8%. The average monthly bill for residential consumers will increase approximately \$4.85 or 13.5%. The average monthly bill for commercial consumers will increase approximately \$14.57 or 9.9%. The average monthly bill for industrial customers will increase approximately \$14.57 or 9.9%. The average monthly bill for industrial customers will increase approximately \$209.46 or 6.4%. The impact on each customer's average bill will vary according to individual consumption or transportation levels. However, this impact can be determined by each customer by applying the proposed rates listed above to their respective average consumption or transportation levels.

The rates contained in this notice are the rates proposed by Western; however, the KPSC may order rates to be charged that differ from the proposed rates contained in this notice. Such action may result in rates for customers other than the rates included in this notice.

Any corporation, association, or person with a substantial interest in this matter may, by written request to the KPSC, within thirty (30) days after publication or mailing of this notice of the proposed rate changes, request to intervene; intervention may be granted beyond the thirty (30) day period for good cause shown. Requests to intervene should set forth the grounds for the request including the status and interest of the party be submitted to the KPSC at the address listed below.

Any person who has been granted intervention by the Commission may obtain copies of the rate application and any other filings made by the utility by contacting:

Western Kentucky Gas Company Attention: Mr. William J. Senter 2401 New Hartford Road Owensboro, KY 42303 (270) 685-8069

Any person may examine the rate application and any related filings at the office of Western or the Commission, as listed below:

7

Western Kentucky Gas Company 2401 New Hartford Road Owensboro, KY 42303 (270) 685-8069

Public Service Commission of Kentucky 730 Schenkel Lane P.O. Box 615 Frankfort, KY 40602 (502) 564-3940

·

9 L

RECYCLED (10% P.C.W.

### Western Kentucky Gas Company Case No. 99-070 Forecasted Test Period Filing Requirements FR 10(5)

### Description of Filing Requirement:

Notice of hearing scheduled by the Commission shall be advertised by the utility by newspaper publication in the affected areas in compliance with KRS 424.300.

### Response:

Western will advertise the scheduled hearing within seven (7) to twenty-one (21) days prior to in compliance with KRS 424.300.

.

.

. .

.

.

.

### Western Kentucky Gas Company Case No. 99-070 **Forecasted Test Period Filing Requirements** FR 10(8)(a)

Description of Filing Requirement: The financial data for the forecasted period shall be presented in the form of pro forma adjustments to the base period.

# Response:

See Filing Requirement FR10(10)(d).

•

### Western Kentucky Gas Company Case No. 99-070 Forecasted Test Period Filing Requirements FR 10(8)(b)

## Description of Filing Requirement:

Forecasted adjustments shall be limited to the twelve (12) months immediately following the suspension period.

### Response:

See Filing Requirement FR10(10)(d).





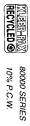
### Western Kentucky Gas Company Case No. 99-070 Forecasted Test Period Filing Requirements FR 10(8)(c)

### Description of Filing Requirement:

Capitalization and net investment rate base shall be based on a thirteen (13) month average for the forecasted period.

#### Response:

See Filing Requirement FR10(10)(b) and Filing Requirement FR10(10)(j).



### Western Kentucky Gas Company Case No. 99-070 Forecasted Test Period Filing Requirements FR 10(8)(f)

### Description of Filing Requirement:

The utility shall provide a reconciliation of the rate base and capital used to determine its revenue requirements.

## Response:

See attached reconciliation.

### WESTERN KENTUCKY GAS COMPANY CASE #99-070 RECONCILIATION OF FORECASTED TEST PERIOD RATE BASE TO WESTERN KENTUCKY GAS CAPITAL

FORECASTED TEST PERIOD ENDED DECEMBER 31, 2000

	Test Period Rate Base as filed	Adj from 13 month average	Adjust Corporate allocation	Adj due to rate vs budget methodolgy	12/31/2000 Balance Sheet
Rate Base		<u>uvolugo</u>	unooution	moundarigy	
Plant in Service	\$248,939,511	\$4,941,076		\$3,337,000	\$257,217,587
Accum Deprec & Amort	(111,910,842)	(5,852,926)	•	724,768	(117,039,000)
Net Plant	137,028,669	(911,850)	0		140,178,587
Cash Working Capital	3,322,908			(3,322,908)	0
Other WC: Mat & Sup	1,356,796	(20,819)		• • • •	1,335,977
Gas Stored	6,964,955	2,599,045			9,564,000
Prepaids	460,653	13,878			474,531
Working Cap. Allowance Less:	12,105,312	2,592,104	0	(3,322,908)	11,374,508
Customer Adv For Const	(6,120,429)	(99,000)			(6,219,429)
Deferred Inc. Taxes	(12,529,393)	(600,025)	519,635	. <b>_</b>	(12,609,783)
Rate Base*	\$130,484,159	\$981,229	\$519,635	\$738,860	\$132,723,883
Assets not in Rate Base					
Cash & Cash Equiv.	,			600,000	600,000
A/R				10,126,000	10,126,000
Other Current (excl prepaids)				1,304,469	1,304,469
Total Deferred Debits				20,013,000	20,013,000
Tot Assets not in Rate Base				32,043,469	32,043,469
Liabilities & Deferrals not in Rate I	Base				
Total Current Liabilities				(16,721,000)	(16,721,000)
Deferred Credits (excl cust adv for	construc.)			(8,692,571)	(8,692,571)
Tot Liab & Deferrals not in Rate	(25,413,571)	(25,413,571)			
				\$7,368,758	·
Total Capitalization**					139,353,781

Source: \* Jurisdictional Rate Base Summary - FR 10(10)(b)1, page 2. \*\*Western Ky Balance Sheet - FR 10(9)(h)2

Ratebase reconciliation FR 10(8)f Buchanan May 20

FR 10(8)(f)

.