

Energysystems, J.V.

P.S.C. Ky. No.

Cancels P.S.C. Ky. No.

Filing

OF

Rates, Rules and Regulations for Furnishing

Natural Gas Transportation

KRS 278.485
FARM TAP_{AT} SYSTEM

Boyd County, Kentucky

Filed with PUBLIC SERVICE COMMISSION OF
KENTUCKY PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

ISSUED November 22, 1996

DEC 25 1996
EFFECTIVE, 19.....

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Phill's Larkin
DIRECTOR, RATES & RESEARCH DIV
ISSUED BY Energysystems, J.V.
(Name of Utility)

BY Joe Manchin

Form for filing Rate Schedules

For Community, Town or City

P.S.C. NO. _____

_____ SHEET NO. _____

CANCELLING P.S.C. NO. _____

_____ SHEET NO. _____

Energysystems, J.V.

Name of Issuing Corporation

CLASSIFICATION OF SERVICE

	RATE PER UNIT	
<p>Energysystems, J.V. is applying for status as a farm taps system as described under KRS 278.485. Energysystems, J.V. has gathered gas from producers in Boyd County for resale to markets available through Columbia Gas of Kentucky. Energysystems, J.V. requests approval on the following rate schedule to sell gas to the homeowners along the pipeline:</p> <p>All customers, residential and commercial, will be charged as follows:</p> <p><u>Residential:</u> \$6.00/MCF flat rate \$6.00/minimum monthly charge \$150.00/tap fee \$50.00/cash deposit \$20.00/reconnect charge</p> <p><u>Commercial:</u> \$10.00/MCF flat rate \$10.00/Minimum monthly charge \$200.00/tap fee \$100.00/cash deposit \$60.00/reconnect charge</p>		
<p>PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE DEC 25 1996 PURSUANT TO 807 KAR 5011, SECTION 9 (1) BY: <u>Phyllis Lammie</u> DIRECTOR, RATES & RESEARCH DIV</p>		

DATE OF ISSUE November 22, 1996

DATE EFFECTIVE _____

ISSUED BY Joe Manchin
Name of Officer

TITLE President

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. _____ dated _____.

FOR _____

P.S.C. Ky. No. _____

Sheet No. _____

Energysystems, J.V.

Cancelling P.S.C. Ky. No. _____

Sheet No. _____

RULES AND REGULATIONS

The farm tap system has been constructed according to all applicable rules and regulations of the Public Service Commission; 807 KAR 5:006, 5:002 and 5:026.

The pipe used was Phillips Driscopipe SDR 11.

The system will be operated according to the requirements of the aforementioned regulations. Energysystems, J.V. has contracted with Allen Murphy, owner of Murphy's Welltending, to operate the system. The office will be located at 1543 Fairmont Avenue, Fairmont, WV 26554. All customer complaints and questions, billings and collections, meter and line maintenance records and all additional manuals and procedures required by the PSC will be handled by this office.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 25 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

DATE OF ISSUE November 21, 1996
Month Day Year

DATE EFFECTIVE _____
Month Day Year

BY: Phyllis Linnin
DIRECTOR, RATES & RESEARCH DIV

ISSUED BY Joe Manchin, President, 1543 Fairmont Ave., Fairmont, WV 26554
Name of Officer Title Address

CONDITIONS OF SALE

1. Gas shall be purchased and sold hereunder on a "Best Efforts" basis. "Best Efforts" shall mean that actual amount within their control the parties hereto are able to economically deliver and accept. The parties understand that Buyer expects to purchase up to the full contracted quantity of MM/Btu's day. Failure to deliver any specific quantity of gas shall not be deemed a breach of this Agreement, nor in such event shall either party be held liable to the other for damages.
2. Seller shall invoice Buyer on or before the fifteenth (15th) day of a month for deliveries made in the prior month. Buyer shall pay Seller not later than ten (10) days after the receipt of Seller's invoice. Interest at the maximum legal per annum rate will be charged on the (25th) twenty-fifth of the month following deliveries, or whichever is later on all past due accounts. Whenever it reasonably appears that Buyer's financial condition requires change Seller may demand assurance of Buyer's ability to pay whenever it reasonably appears that such ability is in doubt.
3. All sales taxes, or similar fees, tariffs, charges, incurred or paid by either party upon or after delivery at the Point of Delivery shall be borne by Buyer regardless of which party may be required to collect or pay them by law or third party contract or tariff. The price stated herein is based on present pipeline rates and tariffs and is subject to all future tariffs, rates, import and export duties, border taxes and similar surcharges and taxes which shall be solely at the cost and risk of Buyer. If such rates, charges, tariffs, or fees are included in the price (whether stated separately or not) and are hereafter increased, Buyer shall pay such increases in addition to the price stated herein.
4. This agreement may not be assigned without the prior written consent of the other party.
5. Any and all notices relative to this agreement are to be directed to Enersystems, JV. (1543 Fairmont Avenue, Suite 205, Fairmont, WV 26554).
6. As between the parties hereto, Seller shall be in control and possession of gas and responsible for any injuries, claims, liabilities or damages caused thereby until the same shall have been delivered to buyer, after which delivery Buyer shall be in control and possession thereof and responsible for any injuries, claims, liabilities or damages caused thereby except to the extent, caused by the Seller's actions prior to delivery. The party in control and possession of the gas shall indemnify and hold harmless the other party (including reimbursement for reasonable attorney's fees) in respect to any injuries, claims, liabilities or damages occurring while the gas is in the former's control and possession except to the extent that any such injuries, claims, liabilities or damages are caused by the other party.
7. Force Majeure: Neither Seller nor Buyer shall be liable for any failure of performance due to causes beyond its reasonable control, the occurrence of which could not have been prevented by the exercise of due diligence, such as acts of God, acts of the other party, acts of Civil or Military authority, fires, strikes, floods, or otherwise not within the control of the one claiming suspension and which, by the exercise of due diligence, it is unable to prevent or overcome. Refusal of either party to accede to demands or laborers or labor unions which, in its sole discretion, it considers unreasonable shall not deny that party the benefits of this provision. Such cases or contingencies affecting performance shall not relieve Seller or Buyer of liability in the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such cause of contingencies relieve either party from its obligations to make payments of amounts then due hereunder.

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BY: Phyllis Lammie
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