

**MAIN EXTENSION/INTERRUPTIBLE TRANSPORTATION AGREEMENT**

RECORDED  
APR 19 1999

THIS AGREEMENT, made and entered into this 1st day of April, 1999, by The Union Light Heat & Power Company, hereinafter called "COMPANY", and Barrett Paving Materials, Inc., hereinafter called "CUSTOMER."

**WITNESSETH:**

WHEREAS, CUSTOMER has requested COMPANY to furnish natural gas delivery service for its use, and to transport natural gas which Customer has purchased from another source(s), to the extent of 116,100 cubic feet per hour; and

WHEREAS, CUSTOMER represents that it will use at least 20,000,000 cubic feet of gas per year of gas during each of the next two years; and

WHEREAS, in order for COMPANY to furnish gas delivery service to the extent set forth above it is necessary for COMPANY to install approximately ~~650~~ feet of gas service and houseline to the CUSTOMER's facility in Crittenden, Kentucky, at an estimated cost of \$15,300.00, based on the CUSTOMER performing associated excavation and restoration work; and

850  
*[Handwritten signature]*

WHEREAS, ULH&P is willing to install said gas line, receive, transport and deliver such quantities of gas to a mutually agreed upon point(s) of delivery from ULH&P to Customer, and Customer is eligible and is willing to receive said gas all in accordance with the terms and conditions hereinafter set forth and in accordance with ULH&P's prevailing Rate IT, Ky PSC Gas No. 5, Sheet No. 50, and any successor sheet thereto.

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

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PURSUANT TO 807 KAR 5011.  
SECTION 9(1)  
BY *[Signature]* Bill  
SECRETARY OF THE COMMISSION

1. COMPANY will, at its expense, install approximately 650 feet of ~~gas~~ service line, and 200 feet of associated houseline, into excavations constructed by CUSTOMER to COMPANY'S specifications for CUSTOMER. Following installation by COMPANY, the gas line shall become the sole property of CUSTOMER. Additionally, CUSTOMER shall be responsible for all costs of excavation restoration, and gas line maintenance, repair, and replacement arising for any reason whatsoever from that date forward. Further, CUSTOMER agrees to indemnify, save, defend, and hold harmless COMPANY and its officers, directors, agents, and employees from and against any and all losses, liabilities, damages, injuries, costs, expenses, claims, suits, and actions paid, incurred, suffered by, or asserted against COMPANY arising from, in respect of, as

a consequence of, or in connection with the gas line, provided such claims do not result from COMPANY'S own gross negligence or willful misconduct.

2. CUSTOMER agrees that for a period of two (2) years, commencing on April 1, 1999, or the date the gas service installation is completed, whichever occurs later, CUSTOMER'S gas usage for each of next the two (2) subsequent annual periods will equal or exceed 20,000,000 cubic feet of gas per year. In the event CUSTOMER'S gas usage is less than 20,000,000 cubic feet of gas in either of the two (2) year periods, CUSTOMER agrees to pay COMPANY for any deficiency in CUSTOMER'S agreed upon gas usage at the applicable COMPANY rate under Rate IT, Ky. P.S.C. Gas Sheet No. 50 (see attachment), along with all associated and/or incorporated tariffs, riders, service regulations, on file with the Kentucky Public Service Commission ("KYPSC") and as may be modified from time to time. If CUSTOMER'S gas usage is in excess of 20,000,000 cubic feet of gas in either of the two (2) year periods, the excess usage shall not be used to offset any deficiency in CUSTOMER'S gas usage in any other year.

Notwithstanding the above, in the event the gas service installation is not completed within one year from the date of this AGREEMENT (except for reasons of force majeure as set forth in Paragraph 3 hereof in which event COMPANY shall have additional time, equal to the time such gas service installation was prevented by force majeure to complete the service installation), this AGREEMENT will be void and CUSTOMER will have no obligation to COMPANY hereunder.

3. DEFINITIONS: The term "Contract Demand" shall mean the maximum volume of gas which Customer may use daily, and pay for under the "Firm Use" provision as prescribed in this Agreement. It is mutually agreed that the Contract Demand of Customer shall be 0 Mcf per day, but may be changed once a year during the term hereof by mutual agreement of ULH&P and Customer. In the event of "interruption of service," as described in this Agreement, ULH&P may increase the Customer's Contract Demand if Customer cannot demonstrate that its daily gas usage will not exceed the Contract Demand stated herein.

The term "Firm Use" shall mean the Contract Demand, as defined above, multiplied by thirty (30).

The term "Transportation Gas" shall mean those quantities of gas over the Contract Demand, as defined above, that the Customer purchases directly from suppliers, marketers and arranges to have delivered by displacement to the mutually agreed upon point(s) of delivery where Customer's supplier's and/or transporter's facilities interconnect with ULH&P's gas system.

4. ULH&P's transportation service under this Agreement shall be provided on a "best efforts" basis and shall otherwise be subject to interruption in accordance with the provisions of Rate IT. Upon notification by ULH&P of the need for interruption of service under this Agreement, which may be accomplished either verbally or in writing at ULH&P's option, it shall be the sole responsibility of Customer to ensure that deliveries of transportation gas to ULH&P are discontinued within three (3) hours of said

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BY: [Signature]  
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notification. After said three (3) hour period, deliveries to Customer shall cease under this Agreement and Customer shall refrain from using gas under this Agreement until notified by ULH&P that such service has been restored. If Customer should fail to comply with such interruption request, ULH&P shall bill the Customer for such unauthorized deliveries in excess of the Contract Demand as described in Rate IT. The amount of such unauthorized deliveries shall be deemed to be the total metered usage immediately following the three (3) hour period after said notification, less the Contract Demand. Customer agrees that the representatives of ULH&P may enter the premises of Customer at any time for the purpose of reading meters and inspection to ascertain if Customer is complying with the request of interruption. ULH&P shall not be precluded from physically disconnecting service to the customer if customer refuses to interrupt service when requested by Company.

5. Customer's net monthly bill shall be computed in accordance with the following charges:

- A. Firm Use - Billing for Customer's Firm Use will be in accordance with ULH&P's Rate GS, General Service, Ky P.S.C. Gas No. 5, Sheet No. 31 (see attachment), or such amendments or revisions thereto as may be approved from time to time by the appropriate regulatory authorities having jurisdiction over such service.
- B. Transportation Gas - Billing for transportation service provided under this Agreement will be in accordance with Rate IT, Ky P.S.C. Gas No. 5, Sheet No. 50, or such amendments or revisions thereto as may be approved from time to time by the appropriate regulatory authorities having jurisdiction over such service. Customer will accept, for billing purposes, the transportation volumes metered at Customer's plant on behalf of Customer.

6. Customer, either on its own or acting through its Supplier/ Marketer, warrants that it will have good title to all natural gas delivered to ULH&P for transportation hereunder, and that such gas will be free and clear of all liens, encumbrances and claims whatsoever, and that it will indemnify ULH&P, and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of a breach of such warranty.

7. Customer may designate a Supplier/ Marketer to perform its supply management obligations under this agreement. ULH&P will accept daily nominations or revision to such daily nominations from the Suppliers/ Marketers that CUSTOMER has designated to act on its behalf.

Customer's authorized Supplier/ Marketer shall be expected to perform in the same manner as Customer and to abide by ULH&P's policies whether enumerated in this agreement, Rate IT, or ULH&P's Rules and Regulations for Gas Service. This will include policies prohibiting the grouping of accounts, policies providing for daily nominations to be provided by due date, as well as policies providing that Customer must provide necessary information regarding revisions to daily nominations to ULH&P in a timely manner.

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BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

ULH&P will not be liable for under-deliveries, imbalances, or other conditions caused by Supplier/ Marketer which result in Customer having to purchase higher priced gas or to incur other costs.

Customers will continue to be liable for any penalty or loss incurred by ULH&P as a result of the actions of their Suppliers/ Marketers. Customer acknowledges this liability and agrees to hold ULH&P harmless regarding this liability.

Notice of changes in ULH&P's tariffs or service Rules and Regulations will be directed to Customer. ULH&P will also attempt to inform Customer's Supplier/ Marketer of such changes but will be under no obligation to do so.

8. The gas to be delivered pursuant to this Agreement shall be natural gas, or its equivalent of the quality and characteristics as received by ULH&P from the interstate or intrastate pipeline companies from which it receives its supply for delivery to its Customers with such odorants added as ULH&P may deem necessary, provided, however, that said gas may be augmented with propane-air gas or other gases as purchased or as produced in ULH&P's plants.

9. ULH&P will use reasonable efforts to deliver gas at pressures needed by the Customer at the points of delivery specified in this Agreement. It is mutually understood that in times of emergency, high demand delivery, or during periods of construction and maintenance, the delivery pressure may fall below the Customer's desired pressure; therefore, nothing herein shall be construed as implying a warranty by ULH&P as to gas pressure. The measurement of gas delivered at pressures in excess of ULH&P's standard four (4) ounce pressure requires volumetric corrections to standard conditions, and, it is agreed that ULH&P will correct the volume either mechanically, electronically or mathematically using correction factors in accordance with standard tables and where the installation of recording instruments is provided, the arithmetic average of the recorded data shall be used in computing the gas volumes.

10. The point of delivery shall be at the outlet of the metering and regulating devices in ULH&P's metering location at the end of the gas service serving Customer, or the outlet of such other metering and regulation stations as may be necessary to provide transportation service to any future Customer manufacturing facility, or as mutually agreed upon. Such meters and regulating equipment shall be owned and installed by ULH&P in the above location. ULH&P shall have the right of access to meters and measuring equipment at all times.

11. ULH&P reserves the right to change its metering from time to time for maintenance purposes and also to add remote meter reading devices or other equipment as it may desire for monitoring and measuring the Customer's gas deliveries. The Customer agrees to install telephone service at Customer's sole cost and maintenance at a location not nearer than five (5) feet nor greater than fifteen (15) feet from the location of ULH&P's gas meter(s) for this purpose. All telephone lines so installed by Customer under this Agreement must be suitable for use with ULH&P's Automatic Meter Reading (AMR) equipment. Customer must maintain and install adequate protection for the

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BY: S. Cochran Secy  
SECRETARY OF THE COMMISSION

telephone service so that ULH&P can receive continuous and dependable information on such metering.

12. Neither of the parties hereto shall be liable in damages to the other for any act, omission, or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, prolonged or extreme cold, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, gas curtailment imposed by interstate or intrastate pipelines, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming suspension.

Such causes or contingencies affecting the performance hereunder by either party hereto, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve Customer from its obligation to make payments of amounts then due hereunder.

13. This Agreement is made in all respects subject to the terms and provisions of The Kentucky Public Service Commission Act of the Commonwealth of Kentucky, and acts amendatory thereto, and to the jurisdiction and authority of the Kentucky Public Service Commission (Ky PSC) and any other regulatory body having jurisdiction and to the general service rules and regulations of ULH&P currently in effect from time to time. Nothing herein contained shall be construed as divesting, or attempting to divest, any regulatory body of any of its rights, jurisdiction, powers or authority conferred by law.

Except as specifically provided herein, nothing in this Agreement shall be construed so as to alter, modify or change conditions of normal gas deliveries pursuant to other tariffs, contracts or curtailment priorities as is from time to time imposed upon ULH&P's Customers pursuant to regulatory orders, laws, requirements or sanctions. All service provided hereunder shall be subject to ULH&P's current Rules and Regulations for Gas Service as on file with the Ky. PSC, and also subject to the Rules, Orders and Regulations of other governmental authorities having jurisdiction.

This Agreement shall be expressly contingent upon the receipt of all regulatory approvals or authorizations as may be required. The parties agree to cooperate to obtain all required approvals or authorizations.

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14. COMPANY agrees that if any future gas usage restriction of the KYPSC, or another body lawfully empowered to do so, prevents CUSTOMER from meeting the gas usage obligation, COMPANY shall suspend CUSTOMER'S obligation under this AGREEMENT for a period of time that the gas usage restriction prevents

PURSUANT TO 807 KAR 0011,  
SECTION 1  
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with this AGREEMENT. In the event of suspension, the term of this AGREEMENT will begin to run when the suspension ends.

15. Any notice required by the Agreement shall be deemed to have been given, if given to any officer of the other party. However, specific individuals other than officers may, from time to time, be designated, in writing, as authorized to receive notices. Notice of curtailment may be given orally, either in person or by telephone.

16. This Agreement shall be governed by the laws of the State of Kentucky regardless of choice of law principles of Kentucky or any other state.

17. This Agreement shall be binding on, and inure to, the successors and assigns of ULH&P and Customer, and shall supersede and cancel all previous gas service agreements, except for obligations incurred by Customer (1) to make payment of amounts due in respect to gas heretofore delivered, or (2) in association with main extension, minimum usage, or other agreements for which costs may be incurred.

18. Customer and ULH&P shall each be obligated to pay all taxes of every kind as respectively assessed to or levied on each, without right of contribution by the other. Neither the price to be paid nor any provision of this Agreement shall be affected by an increase or decrease in the rate or amount or the repeal of an existing tax imposed on either party hereto, by the enactment of a new tax, or by the subsequent application hereto of any existing tax.

19. The terms and conditions contained herein represent the entire AGREEMENT between COMPANY and CUSTOMER, and may not be changed or varied in any manner except in writing signed by both COMPANY and CUSTOMER.

20. This offer shall be void, at the sole option of COMPANY, if not signed by the CUSTOMER and received by the COMPANY on or before APRIL 1, 1999.

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PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Stephan O. Bew  
SECRETARY OF THE COMMISSION

IN WITNESS WHEREOF, the parties agree and accept each and every Term and Condition set forth in this agreement and acknowledge their understanding and agreement by signing this Agreement below:

WITNESS

THE UNION LIGHT, HEAT AND  
POWER COMPANY

Michael R. Graylock

By: Walton A. Gu

Its Gas Account Mgr.

Its Manager, Gas Rates & Transportation

WITNESS

BARRETT PAVING MATERIALS, INC.

Paul J. Korman

By: James E. Ueber

Its Asst. Regional Mgr.

Its V.P.

42013

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MAY 19 1999

PURSUANT TO 807 KAR 5.011,  
SECTION 9(1)

BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

The Union Light, Heat and Power Company  
107 Brent Spence Square  
Covington, Kentucky 41011

Ky.P.S.C. Gas No. 5  
Sheet No. 50.2  
Canceling and Superseding  
Sheet No. 50.1  
Page 1 of 4

BILL NOS. 266-Transport only  
267 - Both

RATE IT

INTERRUPTIBLE TRANSPORTATION SERVICE

APPLICABILITY

Applicable to curtailable transportation service and available to any customer who: (1) signs a contract with the Company for service under Rate IT; (2) utilizes a minimum of 10,000 CCF per month during the seven consecutive billing periods commencing with customer's first meter reading taken on or after April 1; and (3) has arranged for the delivery of gas into the Company's system, or requests Company to purchase and deliver gas, for customer's sole use at one point of delivery where distribution mains are adjacent to the premise to be served. Any service provided hereunder shall be by displacement and on a "best efforts" basis. The Company reserves the right to decline requests to initiate or continue such service whenever, in the Company's judgment, rendering the service would be detrimental to the operation of the Company's system or its ability to supply gas to customers receiving service under the provisions of Rate RS, Rate GS, Rate FT, and Rate SS.

This tariff schedule shall not preclude the Company from entering into special arrangements with Commission approval, which are designed to meet unique circumstances.

NET MONTHLY BILL

The Net Monthly Bill is determined as follows:  
All gas consumed is billed in units of 100 cubic feet (CCF).

Administrative Charge per month: \$250.00

Commodity Charge per CCF:

Company will deliver the arranged-for gas, less shrinkage which is equal to the Company's system average unaccounted for percentage, at a rate of \$0.075 per CCF except as specified in the "Alternate Fuels" provision;

Plus a take-or-pay recovery charge as set forth on Sheet No. 71 Rider T-O-P, as competitive conditions allow;

Plus, if purchased by Company, an agency fee of \$0.005 per CCF and a gas cost per CCF based on that supply purchased on customer's behalf which will not be detrimental to sales service customers

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MAY 19 1999

PURSUANT TO 807 KAR 5011,  
SECTION 9 (1)

BY: Stephan O Bell  
SECRETARY OF THE COMMISSION

Issued by authority of an Order of the Kentucky Public Service Commission dated August 31, 1993 in Case No. 92-346.

Issued: September 9, 1993

Effective: August 31, 1993

Issued by J. H. Randolph, President



The Union Light, Heat and Power Company  
107 Brent Spence Square  
Covington, Kentucky 41011

Ky.P.S.C. Gas No. 5  
Sheet No. 50.2  
Canceling and Superseding  
Sheet No. 50.1  
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**NET MONTHLY BILL (Contd.)**

If the Company is required to install remote meter reading equipment on customer's meter in order to monitor customer usage on a daily basis, customer will be responsible for the cost of such equipment either through a lump sum payment or monthly facilities charge designed to reimburse the Company for the cost of such equipment.

The Company will supplement the customer's gas supply on a best efforts basis for gas delivered through customer's meter in excess of customer's daily and/or monthly transported volumes including prior months transportation imbalances and Standby Service volumes if applicable. The cost of this supplemental gas supply will not be detrimental to the Company's sales service customers. In the event customer fails to interrupt transportation deliveries at Company's request, or Company is unable to provide supplemental supplies for customer, any excess deliveries through customer's meter will be considered unauthorized deliveries. However, Company shall not be precluded from physically discontinuing service to the customer, if the customer refuses to interrupt service when requested by the Company.

Minimum: The monthly Administrative Charge shown above, and, in addition thereto during the seven consecutive billing periods beginning in April, the 10,000 CCF volume minimum.

If customer fails to take delivery of 10,000 CCF per month during the months of April through October, customer will be charged, in addition to the Administrative Charge and the charges for the delivered volumes, an amount equal to the difference between 10,000 CCF and the delivered volumes billed at Rate GS.

**ALTERNATIVE FUELS**

The Company may charge a rate lower than that specified in the "Net Monthly Bill" provision, to meet competition from alternative fuels without prior Commission approval. The decision to charge a lower rate will be made on a case-by-case basis, supported by a statement in the customer's affidavit that absent such lower rate, customer would utilize an alternative fuel source. The lower rate shall not be less than one-half the commodity rate specified in the "Net Monthly Bill" provision.

The Company may also charge a rate higher than that specified in the "Net Monthly Bill" provision if such rate remains competitive with the price of energy from customer's alternative fuel source. The higher rate shall not exceed 150 percent of the commodity rate specified in the "Net Monthly Bill" provision.

Once a customer receives a flexible transportation rate, as described in the preceding paragraphs, the customer must continue to pay a flexible rate as determined by the Company for a period of three months. After three months, the customer may, upon written notification to the Company, apply for a flexible rate for another three months. Absent such notification, customer's rate will conform to the fixed rate established herein.

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MAY 19 1999

Issued by authority of an Order of the Kentucky Public Service Commission, dated August 31, 1993 in Case No. 92-346.

Issued: September 9, 1993

BY: *Shirley R. Scott*  
SECRETARY OF THE COMMISSION

Issued by J. H. Randolph, President

The Union Light, Heat and Power Company  
107 Brent Spence Square  
Covington, Kentucky 41011

Ky.P.S.C. Gas No. 5  
Sheet No. 50.2  
Canceling and Superseding  
Sheet No. 50.1  
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#### GAS COST CREDIT

A gas cost credit (GCC) based upon a rate of \$0.005 per CCF, shall be calculated monthly based on the agency volumes purchased by Company on customer's behalf and credited to the Company's booked cost of gas. The GCC shall be included in the determination of the gas cost adjustment rate provision set forth on Sheet No. 70 of this tariff.

#### LATE PAYMENT CHARGE

Payment of the Net Monthly Bill must be received in the Company's office within twenty-one (21) days from the date the bill is mailed by the Company. When not so paid, the Gross Monthly Bill, which is the Net Monthly Bill plus 5% is due and payable.

#### UNAUTHORIZED DELIVERIES

All unauthorized deliveries shall be billed at a rate charged by the Company's interstate pipeline supplier(s) for such unauthorized deliveries in addition to the charges set forth under the Net Monthly Bill provision of this tariff.

#### TERMS AND CONDITIONS

The customer shall enter into a written agreement with the Company. Such agreement shall set forth specific arrangements as to the transportation services provided, as well as, any other circumstances relating to the individual customer.

The Company's "best efforts" basis is defined as the right, at any time, to curtail or interrupt the delivery or transportation of gas under this tariff when, in the judgment of the Company, such curtailment or interruption is necessary to enable the Company to maintain deliveries to higher priority customers or to respond to any emergency.

Where customer or customer's designated agent (supplier) owns the gas to be transported, customer shall be responsible to make all necessary arrangements and secure all requisite regulatory or governmental approvals, certificates or permits to enable the gas to be delivered to the Company's system.

At least one day preceding the day transportation nominations are due to the interstate pipeline(s) transporting customer's gas, customer or customer's supplier agrees to inform Company in writing or, at the Company's discretion, verbally, and confirm in writing within seven (7) days thereafter, the quantities of gas it desires to have transported for the upcoming month, along with all other necessary information.

Customer agrees upon request by Company to produce, in a timely manner, proof of the purchase of the natural gas transported, any necessary regulatory approvals, and any and all transportation arrangements with all interstate pipelines, intrastate pipelines, or others involved in transporting customer's gas.

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Issued by authority of an Order of the Kentucky Public Service Commission dated August 31, 1993 in Case No. 92-346.

Issued: September 9, 1993

PURSUANT TO 207 KAR 50.1,  
SECTION 9(1)  
BY Stacy A. B...  
Effective August 31, 1993  
SECRETARY OF THE COMMISSION

Issued by J. H. Randolph, President

The Union Light, Heat and Power Company  
107 Brent Spence Square  
Covington, Kentucky 41011

Ky.P.S.C. Gas No. 5  
Sheet No. 50.2  
Canceling and Superseding  
Sheet No. 50.1  
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**TERMS AND CONDITIONS (Contd.)**

If customer's delivered transportation volume exceeds customer's monthly metered volume used for billing, customer will have an imbalance, which must be eliminated as soon as possible. Company shall have the right to impose penalties on customer's daily or monthly imbalances, or to refuse to accept future nominations from customer or customer's supplier until imbalances are eliminated. Company will not be liable for any penalties charged by pipelines because of customer's supplier's over or under deliveries into the pipeline, or customer's failure to take deliveries through customer's meters for the exact amount of gas transported by the pipeline to Company's city gate.

Customers who satisfy the definition of human needs and public welfare customers must purchase standby service from the Company, or have alternative fuel capability, or have a combination thereof sufficient to maintain minimal operations.

Human needs and public welfare customer is a customer whose facilities are used for residential dwelling on either a permanent or temporary basis; commercial customers of a residential nature; other customers whose service locations are places of the kind, where the element of human welfare is the predominant factor; and civil and governmental customers whose facilities are required in the performance of protecting and preserving the public health, safety, and welfare. Such facilities shall include, but are not limited to, houses, apartment buildings, correctional institutions, hospitals, primary and secondary schools, nursing homes, and charitable institutions.

The primary term of contract shall be a minimum of one (1) year. After completion of the primary term, such contract shall continue unless cancelled by either party upon thirty (30) days written notice. In the event customer re-applies for service under this tariff within one year of termination at customer's request, customer shall pay the minimum charges specified in the Net Monthly Bill provision for the number of months customer's service was inactive.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Kentucky Public Service Commission, and to Company's Rules and Regulations currently in effect, as filed with the Kentucky Public Service Commission, as provided by law.

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OF KENTUCKY  
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MAY 19 1999

PURSUANT TO 807 KAR 5011,  
SECTION 9(1)  
BY: Stephan O. Bell  
SECRETARY OF THE COMMISSION

Issued by authority of an Order of the Kentucky Public Service Commission dated August 31, 1993 in Case No. 92-346.

Issued: September 9, 1993

Effective: August 31, 1993

Issued by J. H. Randolph, President

RATE GS

GENERAL SERVICE

APPLICABILITY

Applicable to gas service required for any purpose by an individual customer on one premise when supplied at one point of delivery where distribution mains are adjacent to the premise to be served. This schedule is also applicable for purposes of providing non-metered service for street lighting to such entities as certificated homeowners associations, businesses, and federal, state, and local governments. Company may decline requests for service under this tariff due to gas supply limitations.

NET MONTHLY BILL

The Net Monthly Bill is determined as follows:  
All gas used by customer is billed in units of 100 cubic feet (CCF)

Customer Charge per month: \$12.70

	<u>Base Rate</u>		<u>Gas Cost Adjustment</u>		<u>Total Rate</u>
Plus a Commodity Charge for All CCF consumed at	20.07¢	plus	34.79¢	equals	54.86¢ (R)

The "Gas Cost Adjustment," as shown above, is an adjustment per 100 cubic feet determined in accordance with the "Gas Cost Adjustment Clause" set forth on Sheet No. 70 of this tariff.

When bills are rendered less frequently than monthly the time related units such as cubic feet blocks, minimum or other charges, will be billed in accordance with the number of billing months in the meter reading interval.

DSM CHARGE

All CCF shall be subject to the charge stated on Sheet No. 62, Rider DSMR, Demand Side Management Rate for non-residential service

LATE PAYMENT CHARGE

Payment of the Net Monthly Bill must be received in the Company's office within ~~twenty-one (21)~~ <sup>twenty-one (21)</sup> days from the date the bill is mailed by the Company. When not so paid, the Gross Monthly Bill, which is the Net Monthly Bill plus 5%, is due and payable.

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TERM OF SERVICE

One year, terminable thereafter on ten (10) days written notice by either customer or Company.

MAY 19 1999

SERVICE REGULATIONS

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission, and to Company's Service Regulations currently in effect, as filed with the Kentucky Public Service Commission as provided by law.

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SECTION 9 (1)  
BY: Stephan D. Burt  
SECRETARY OF THE COMMISSION

Issued by authority of an Order of the Kentucky Public Service Commission dated August 28, 1998 in Case No. 92-346-T.

Issued: September 2, 1998

Effective: August 31, 1998

Issued by E. R. Conley, President

RIDER X

MAIN EXTENSION POLICY

AVAILABILITY

Available in entire territory to which tariff Ky.P.S.C. Gas No. 5 applies.

APPLICABILITY

Applicable to gas service supplied in accordance with provisions of the appropriate rate currently in effect, from the nearest available distribution main when it is necessary to extend such main.

EXTENSION PLAN

1. Normal Extensions. An extension of one hundred (100) feet or less shall be made by the Company to an existing distribution main without charge for a prospective customer who shall apply for and contract to use service for one year or more.
2. Other Extensions. When an extension of the Company's main to serve an applicant amounts to more than one hundred (100) feet per customer, the Company will require the total cost of the excess footage in excess of one hundred (100) feet per customer to be deposited with the Company by the applicant based on the estimated cost per foot for main extensions.

The applicant will be reimbursed under the following plan:

Each year for a period of up to but not exceeding ten (10) years, which begins on the effective date of the main extension contract, the Company shall refund to the customer, who paid for the excess footage, the cost of one hundred (100) feet of the extension in place for each additional customer connected during the year whose service line is directly connected to the extension installed and not to extensions or laterals therefrom, but in no case shall the total amount refunded exceed the amount paid the Company. There shall be no refunds after the end of the said ten (10) year period.

3. An applicant desiring an extension to a proposed real estate subdivision may be required to pay the entire cost of the extension. Each year for a period of up to but not exceeding ten (10) years, which begins on the effective date of the main extension contract, the Company shall refund to the applicant, who paid for the extension, a sum equivalent to the cost of one hundred (100) feet of the extension installed for each additional customer connected during the year, but in no case shall the total amount refunded over the ten (10) year period exceed the amount paid to the Company. There shall be no refunds after the end of the said ten (10) year period.
4. Nothing contained herein shall be construed to prohibit the Company from making extensions under different arrangements provided such arrangements have been approved by the Kentucky Public Service Commission.
5. Nothing contained herein shall be construed as to prohibit the Company from making, at its expense, greater extensions than herein prescribed, should its judgement so dictate, provided like free extensions are made to other customers under similar conditions.

Issued pursuant to an Order of the Kentucky Public Service Commission, dated October 2, 1990 in Case No. 90-041.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 19 1999

PURSUANT TO KY REV. STAT. 11,  
SECTION 9 (1)

BY: Stephen D. R.  
SECRETARY OF THE COMMISSION

Issued: October 9, 1990

Effective: October 2, 1990

Issued by J. H. Randolph, President

**EXTENSION PLAN (Contd.)**

6. Upon complaint to and investigation by the Kentucky Public Service Commission, the Company may be required to construct extensions greater than one hundred (100) feet upon a finding by the Commission that such extension is reasonable.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission, and to Company's Service Regulations currently in effect, as filed with the Kentucky Public Service Commission, as provided by law.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 19 1999

PURSUANT TO 807 KAR 5011,  
SECTION 9(1)

BY: Stephan D. Bay  
SECRETARY OF THE COMMISSION

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Issued pursuant to an Order of the Kentucky Public Service Commission, dated October 2, 1990 in Case No. 90-041.

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