

P. S. C. Ky. No. 1

Cancels P. S. C. Ky. No. _____

MADE BY VA BUREAU OF PRINTING

Barnes Transportation Co. Inc

OF

Pikeville, Kentucky

**Rates, Rules and Regulations for Furnishing
NATURAL GAS**

AT

Eastern Kentucky - Pipeline Right

-of-way

**Filed with PUBLIC SERVICE COMMISSION OF
KENTUCKY**

CANCELED FEB 30 1971

ISSUED Sept 15, 1952

EFFECTIVE Sept 15, 1952

ISSUED BY Barnes Transportation Co. Inc
(Name of Utility)

BY _____
President

September 15, 1952

Kentucky Public Service Commission
Frankfort, Kentucky

Gentlemen:

Our Company is engaged, as a private carrier for hire, in transporting natural gas from wells of United Carbon Company in Eastern Kentucky to the lines of United Fuel Gas Company located in that area. Since the passage of House Bill No. 154 by the General Assembly of the Commonwealth of Kentucky at its Regular 1952 Session we have had numerous requests from land owners whose property is traversed by our lines to purchase gas. While it is questionable whether the activities of our Company are such as to bring it within the contemplation of this statute, we have made arrangements to comply therewith.

We have prepared and hand you herewith in duplicate the contract and Rules and Regulations under which we propose to sell gas to the parties entitled to purchase the same under House Bill No. 154. It is our intention to have this contract together with the rules and regulations printed on one sheet of paper in such a manner that the contract will be on one side and the rules and regulations on the other.

For the present we propose to charge 35¢ per thousand cubic feet for all gas delivered to purchasers under this contract, with a minimum monthly charge of One Dollar (\$1.00). We, of course, reserve the right at any time in the future to petition your Commission for an adjustment in this price in the event the price established at this time should prove inequitable.

We do not expect at the present time to require a deposit as a condition of service. We reserve the right to make such requirement in the future, however, if our experience proves that such action is warranted.

We desire to file with your Commission this contract and these rules and regulations and we request your approval of the same and, in particular, the rate which we propose to charge for gas delivered thereunder.

Thanking you for your consideration of this matter.

Yours very truly,

President

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DOMESTIC SERVICE

BARNES TRANSPORTATION COMPANY, INC.

THIS CONTRACT, Made by and between _____
_____, hereinafter called the Customer
(whether one or more), and BARNES TRANSPORTATION COMPANY, INC., a West
Virginia corporation, hereinafter called the Company.

WITNESSETH, Subject to the Rules and Regulations printed on the
reverse side of this contract, or that may be hereafter adopted, all of
which are included within and made a part of this contract, the Company
agrees to sell and the Customer agrees to buy natural gas at rates estab-
lished therefor by the Public Service Commission of Kentucky.

This contract shall continue in force with the right of either
party to terminate it upon fifteen (15) days' written notice given to the
other party; and when mailed, said notice shall be deemed delivered as of
the date same is deposited in the mail, properly stamped and addressed.

This contract shall not be binding until executed by the
Company.

Dated this _____ day of _____, 195__.

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Customer

Address

BARNES TRANSPORTATION COMPANY, INC.

By _____
President

BARNES TRANSPORTATION COMPANY, INC.
HUFFMAN-FARLEY BUILDING
PIKEVILLE, KENTUCKY

RULES AND REGULATIONS

NATURE OF COMPANY'S BUSINESS

1. The Company is a private carrier for hire engaged in transporting natural gas from the wells of United Carbon Company in Eastern Kentucky to the lines of United Fuel Gas Company located in that area, and owns the lines by which said gas is so transported. United Carbon Company has the right at any time to plug and abandon any of its gas wells that have become unprofitable to operate. In such event, the Company will have no gas to furnish to customers connected to a line leading from such abandoned wells. United Fuel Gas Company has the right during the five (5) summer months, beginning with the month of June, to curtail its taking of gas from the wells of United Carbon Company to an amount equal to one-third (1/3) of the amount taken from such wells during the preceding winter months, and has the further right to require wells of United Carbon Company to be shut in for portions of said five (5) summer months so as to bring about the curtailment of summer deliveries by United Carbon Company to United Fuel Gas Company, as provided in the contract between said two companies. Consequently, service by the Company to the Customer will be subject to the limitations arising from the contract between United Carbon Company and United Fuel Gas Company and the Company shall not be liable to the Customer for discontinuance of service resulting from conditions hereinbefore stated.

ESTABLISHING DOMESTIC SERVICE

2. The connection for domestic service shall be at the pipeline of the Company at a point designated by it. The Company will make the necessary tap in the line, install the saddle, stops, drip, three regulators, meter, and other incidental equipment, all of which shall be furnished by and at the

Company a
Transporter
of Gas

Deliveries
Subject to
Certain
Conditions

Point of
Connection

Service Pipes
and Fittings

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by and at the expense of the Company. The meter shall be installed as close as feassibly possible to the point of connection. The stops, drip and regulators shall be and remain the property of the Customer, and the saddle and meter shall be and remain the property of the Company. To cover a portion of the costs incidental to the installation, the Customer will pay to the Company at the time he executes this contract the sum of Twenty Five Dollars (\$25.00). The Customer shall assume the duty of regulating the flow and pressure on his own service line and house lines by the necessary labor, care and supervision of the same so that he may safely conduct gas over his premises at a pressure not exceeding ten (10) ounces per square inch at the meter. The Company shall assume the responsibility of setting the regulators at their proper pressures to effect a ten (10) ounce pressure on the outlet side of the meter at the time of setting. The Company shall repair all leaks which occur between the point of connection and the meter, when such leaks are discovered by or reported to it; provided, however, that the Customer shall pay the Company for any repair or replacement parts incidental to such repairs. The Customer assumes all risk from the outlet side of the meter caused by defects in his service lines, connections and appliances and from all causes incidental to the use of gas. The Customer shall not change the regulators' settings, nor change in any way the installation made by the Company.

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3. The Customer shall, at his own expense, furnish and lay service pipes, fittings, valves and appliances between the meter and the point of consumption of the gas; maintain all of the same in good condition and repair, and remove the same when necessary, furnishing such materials, labor and supervision as may be necessary to conduct and burn the gas with safety, and shall be liable for any failure to do so. The character and arrangements of the pipes and appliances, through which the gas is transported from the point of

Service Charge

Liability for Pressure Leaks, etc.

Customer Installs Service Pipes, etc.

Appliances Must Meet Specifications

and approval of the authorized agents of the Company as not wasteful of gas, and shall be of sufficient size so as to permit regulators and meter to function at proper pressures, and shall meet the specifications usually required by public utility companies furnishing gas for domestic consumption in Eastern Kentucky. The Company shall be under no obligation or duty at any time to inspect any of said connections, service pipes, appliances, equipment, or regulators or be responsible in any manner for the selection, use and maintenance of same, and shall have no duty or obligation with respect to their care, maintenance or supervision.

Limit of
Company's
Inspection

Deposits

4. The Company shall have the right, if it so elects, to require a cash deposit or other guaranty from the Customer to secure payment of bills in accordance with the terms and provisions of the Rules and Regulations of the Public Service Commission of Kentucky pertaining thereto.

GAS MEASUREMENT

Meter Tests

5. The measurement of gas by meter shall be conclusive upon the Customer and the Company, except when such meter ceases to register, proves to be defective, or is found by test not to be accurate within the limitations specified in the rules of the Public Service Commission of Kentucky. In such cases, the consumption for the period in question shall be estimated, taking into consideration the consumption during a comparable period. In the event of the Customer's dissatisfaction with the accuracy of the meter, the Company will, upon written application, have the same removed, sealed and tested, and a certificate of the test given the Customer. If the meter so tested shall be found to be accurate within the limits specified in the rules of the Public Service Commission of Kentucky, the Customer shall, upon presentation of bill, pay the Company for such test according to the schedule of charges for testing meters formulated by the said Commission. All meter service is

ment
for Tests

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BILLS AND PAYMENT THEREOF

6. The Customer agrees to pay the Company for all natural gas delivered hereunder as computed by meter at the point of connection at the rates established therefor by the Public Service Commission of Kentucky. The Company will render invoices to the Customer at regular monthly or bi-monthly intervals for the natural gas delivered. Should the Customer fail to pay for gas delivered within thirty (30) days after the date of invoice, or otherwise default and fail or refuse to comply with any of the terms of this contract, the Company shall have the right to apply the above mentioned deposit, if any, to the amount due and turn off the gas upon twenty-four (24) hours' written notice without any liability for any injury or damage to persons or property resulting therefrom, and this contract shall thereupon terminate and be of no further force or effect, unless and until the Customer shall, within thirty (30) days thereafter, pay any amounts still due for gas delivered, together with any other charges then due and owing to the Company under this contract, re-establish the deposit, pay to the Company a sum equal to the expense incurred in turning the gas off and on, and otherwise conform to the terms of this contract.

ACCESS TO PREMISES

7. The Company shall have the right to enter upon the premises of the Customer to read, repair, change or remove meter and inspect regulators, and shall also have the right to reclaim any of the property of the Company which may be upon the premises.

TAMPERING

8. Where the service facilities or other equipment have been tampered with, resulting in improper measurement of the service supplied, the Customer shall be required to pay for such gas service as the Company may estimate from available information to have been used but not registered by the Company's

ice

Cut off for
Nonpayment

Right of
Entry upon
Premises

Customer's
Responsibility
for
Tampering

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by the Company for investigations and inspections and for such protective equipment as, in the judgment of the Company, may be necessary.

SHUT OFF PROVISIONS

9. The authorized agents of the Company shall at all times have access to the premises of the Customer, with the right to shut off the gas and remove its property from the premises, upon reasonable notice, for any of the following reasons: for repairs or because of leakage; for non-payment of any bill due under an existing or previous contract, or for failure to make a cash deposit, if such be required; for any violation of the contract or of these rules and regulations; for fraudulent representation in relation to the consumption of gas; removal of Customer from the premises; for fraudulent tampering with the meter, regulators or connection; for shortage of gas or reasons of safety; for larceny of gas; for any action by the Customer to secure through his meter gas for purposes other than those contracted for, or for any other party, without the written consent of the Company; for false representation with respect to the ownership of lands upon which the lines of the Company are located.

LIABILITY FOR DAMAGES

10. The Company shall not be liable for damages caused by its failure to deliver gas arising from any cause whatever; nor shall it be liable for any damage to property or injury or death of persons arising or accruing in any manner whatsoever from the use of gas.

11. The Company shall be and is hereby released by the Customer, and by all persons and by all members of Customer's family, from any and all claims for damage, direct or indirect, present or prospective, accrued or which may hereafter accrue, resulting from the failure of gas or insufficient supply thereof, from the construction, operation and maintenance of its pipelines,

Shut off upon Reasonable Notice for Repairs, Nonpayment, Lack of Deposit, Violation, Misrepresentation, Moving, Tampering, Shortages, Larceny, Safety

Failure of Supply

Company Released from Claims for Damages

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and save the Company free and harmless from any and all loss, damage, claims or demands of any kind or character, including, but not limited to, loss or damage to property, real or personal, or injuries to, or death of, any person, predicated upon or in any wise connected with, related to, or resulting from or arising out of, any obligations imposed by this contract.

12. The Customer shall use all due care to prevent waste of gas and the responsibility of detection of defects or leaks between the point of connection and the point of consumption of gas is upon the customer; and in case of failure or deficiency of gas, irregular supply, leakage, excessive pressure, and other developments incident to handling gas under pressure, the Customer agrees to give immediate notice thereof to the Company; and his failure to do so should loss follow, shall be conclusive evidence of negligence on the part of the Customer. The right of access to Customer's property, provided in Rule 7 above, shall not relieve Customer of the foregoing obligation.

DISCONTINUANCE OF SERVICE

13. The Company shall not be liable to the Customer for discontinuance of service resulting from the plugging and abandonment by United Carbon Company of any of its wells, or the curtailment of deliveries under the contract between United Carbon Company and United Fuel Gas Company or change in the use by United Carbon Company of any of its wells. It is understood and agreed that the line from which the Company supplies gas is not permanent and the Company may, at its own discretion, cease to furnish gas, either temporarily or permanently, and may repair or remove its pipeline or change the use thereof. The Company shall not be required to extend or relocate its lines, change the course of the flow of the gas therein, or leave the same in place after they have served the purpose for which they were originally constructed, in order to continue service under the terms hereof.

Customer
Liable for
Pressure
Leaks, etc.

Customer to
Give Notice
to Company

Company
May Remove
Its Lines,
etc.

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RATES

If this page will not contain all the rates, extra pages of same size may be inserted.