

P. S. C. Ky. No. 1

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

GAS TARIFF

OF

SHAWNEE PIPELINE COMPANY

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

AT

CARNTOWN AREA

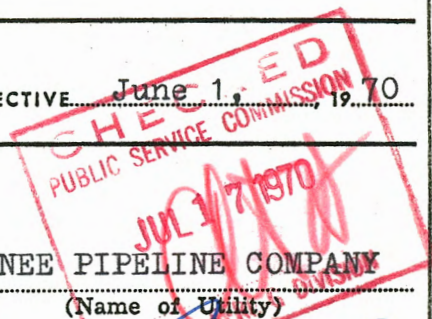
**Filed with PUBLIC SERVICE COMMISSION OF
KENTUCKY**

ISSUED June 1, 1970

EFFECTIVE June 1, 1970

ISSUED BY SHAWNEE PIPELINE COMPANY
(Name of Utility)

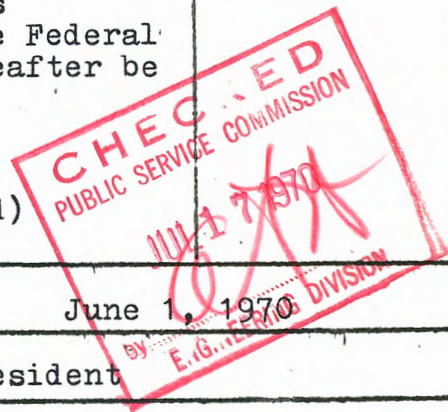
BY Clyde M. Foraker, Jr.
Vice President



SHAWNEE PIPELINE COMPANY
Name of Issuing Corporation

CLASSIFICATION OF SERVICE	
INDUSTRIAL (Optional)	
SCHEDULE: DCQ-2	RATE PER UNIT
<p><u>AVAILABILITY</u></p> <p>This rate is available to any industrial customer executing a Gas Sales Contract for a fixed term of not less than twenty (20) years and specifying Daily Contract Quantities of not less than 2,000 Mcf, providing that:</p> <ul style="list-style-type: none"> (a) Customer's premises are in an area where Shawnee Pipeline Company, hereinafter called "Company", has adequate pipeline capacity, or where Company is prepared to install such pipeline capacity; and (b) Company has an adequate supply of natural gas available for Customer's requirements in addition to the requirements of other customers already receiving firm gas service, or Company is able to obtain the required additional quantities of natural gas. <p><u>APPLICABILITY AND CHARACTER OF SERVICE</u></p> <ul style="list-style-type: none"> (a) The gas sold hereunder shall be the natural gas received by Company at the interconnection of its pipeline with the gas pipeline of Kentucky Gas Transmission Corporation in Pendleton County, Kentucky, and delivered on a firm basis as specified in Kentucky Gas Transmission Corporation's applicable Rate Schedule as filed with the Federal Power Commission, and as the same may hereafter be legally amended or superseded. 	

(Continued)



DATE OF ISSUE June 1, 1970 DATE EFFECTIVE June 1, 1970

ISSUED BY [Signature] TITLE Vice President
Name of Officer

Issued by authority of an Order of the Public Service Commission of Ky. in Case No. 5055 dated October 2, 1968

Form for filing Rate Schedules

For Carntown Area
Community, Town or City

P.S.C. NO. 1

Original SHEET NO. 2

CANCELLING P.S.C. NO. _____

_____ SHEET NO. _____

SHAWNEE PIPELINE COMPANY
Name of Issuing Corporation

CLASSIFICATION OF SERVICE	
INDUSTRIAL (Optional)	
SCHEDULE: DCQ-2 (Continued)	RATE PER UNIT
<p>(b) Deliveries hereunder shall be subject to the appropriate provisions of such Rate Schedules and the General Terms and Conditions of Kentucky Gas Transmission Corporation's FPC Gas Tariff applicable thereto on file with the Federal Power Commission (as the same may hereafter be legally amended or superseded) which by reference are incorporated herein and made a part hereof, except that Company shall render bills to Customer on or before the 10th day following the date of the final monthly meter reading for each billing month, and Customer shall pay Company on or before the 18th day following the final monthly meter reading for all gas delivered during the preceding month.</p> <p>(c) Appropriate provisions of Kentucky Gas Transmission Corporation's FPC Rate Schedules and Tariff General Terms and Conditions applicable thereto shall likewise apply to the relationships between Customer and Company under the terms of this schedule, except as otherwise specifically provided in the Gas Sales Contract.</p>	
(Continued)	

CHECKED
 PUBLIC SERVICE COMMISSION
 JUL 27 1970
 REG. DIVISION

DATE OF ISSUE June 1, 1970

DATE EFFECTIVE June 1, 1970

ISSUED BY *Clayton M. Terrell*
Name of Officer

TITLE Vice President

Issued by authority of an Order of the Public Service Commission of Ky. in Case No. 5055 dated October 2, 1968

For Carntown Area
Community, Town or City

P.S.C. NO. 1

Original SHEET NO. 3

CANCELLING P.S.C. NO. _____

_____ SHEET NO. _____

SHAWNEE PIPELINE COMPANY
Name of Issuing Corporation

CLASSIFICATION OF SERVICE			
INDUSTRIAL (Optional)			RATE PER UNIT
SCHEDULE: DCQ-2 (Continued)			
<u>RATE</u>	Demand Charge per Month per Mcf of Daily Contract Quantity	Commodity Charge per Mcf of Gas Delivered	At 100% Load Factor
When the effective Daily Contract Quantity is:			
Between 2,000 Mcf and 2,999 Mcf	\$3.3575 Net	28.94¢ Net	39.97¢ per M
Between 3,000 Mcf and 3,999 Mcf	3.3575 Net	28.44¢ Net	39.47¢ per M
Between 4,000 Mcf and 7,499 Mcf	3.2050 Net	28.44¢ Net	38.97¢ per M
7,500 Mcf and over	3.2050 Net	27.94¢ Net	38.47¢ per M

MINIMUM MONTHLY BILL

The Billing Demand Charges for the month.

DETERMINATION OF BILLING DEMAND

The Billing Demand for each month shall be the volume established in the Gas Sales Contract but not greater than the Billing Demand for which Company is billed by its pipeline supplier for the volumes delivered during the same billing period.

ADJUSTMENTS

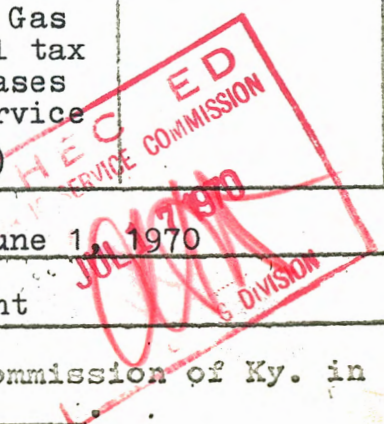
(a) Company shall add to the above charges the amount of any tax payable by Company on the sale of gas or any tax on gross revenues therefrom applicable in the State of Kentucky on the effective date of the Gas Sales Contract and the amount of any additional tax for such purpose levied thereafter which increases Company's cost of natural gas purchased for service

(Continued)

DATE OF ISSUE June 1, 1970 DATE EFFECTIVE June 1, 1970

ISSUED BY [Signature] TITLE Vice President
Name of Officer

Issued by authority of an Order of the Public Service Commission of Ky. in Case No. 5055 dated October 2, 1968



For Carntown Area
Community, Town or City

P.S.C. NO. 1

Original SHEET NO. 4

CANCELLING P.S.C. NO. _____

SHEET NO. _____

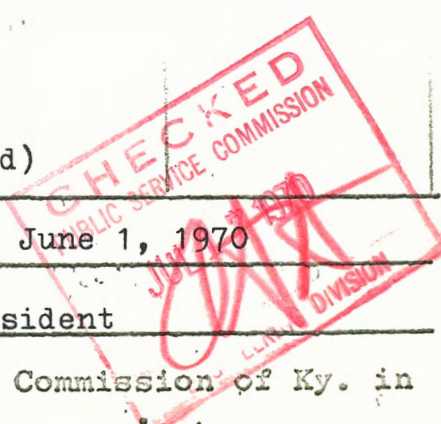
SHAWNEE PIPELINE COMPANY
Name of Issuing Corporation

CLASSIFICATION OF SERVICE	
INDUSTRIAL (Optional)	
SCHEDULE: DCQ-2 (Continued)	RATE PER UNIT
<p>hereunder but is not reflected in the rates of Company's pipeline supplier.</p> <p>(b) All other adjustments to volumes, billings, and refunds by Company's pipeline supplier for deliveries hereunder shall accrue to Customer in accordance with the volumes of gas delivered to Customer for service hereunder.</p> <p>(c) The rates provided herein are based on the following rates paid by Company to its supplier, Kentucky Gas Transmission Corporation, as of June 1, 1970, which are:</p> <p style="padding-left: 40px;">\$2.90 per month per Mcf of Billing Demand, and 27.44¢ per Mcf for all gas purchased.</p> <p>If a higher or lower rate becomes applicable to natural gas purchased by the Company, under the jurisdiction of a duly constituted regulatory body, the rates included herein shall be adjusted, accordingly, to reflect any increase or decrease in the base cost thereof.</p> <p>The effective date of any change in the adjustment of charges to customers served hereunder shall coincide with the effective date of the change in rate applicable to natural gas purchased for service hereunder.</p>	
(Continued)	

DATE OF ISSUE June 1, 1970 DATE EFFECTIVE June 1, 1970

ISSUED BY *Deane M. Long* TITLE Vice President
Name of Officer

Issued by authority of an Order of the Public Service Commission of Ky. in Case No. 5055 dated October 2, 1968



Form for filing Rate Schedules

For Carntown Area
Community, Town or City

P.S.C. NO. 1

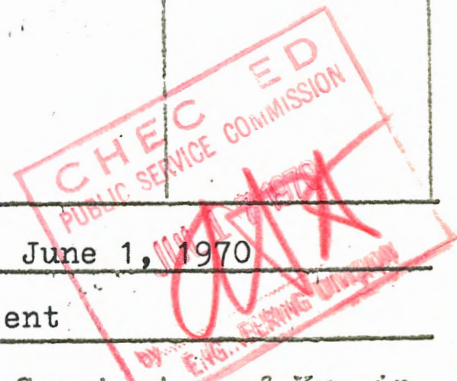
Original SHEET NO. 5

CANCELLING P.S.C. NO. _____

_____ SHEET NO. _____

SHAWNEE PIPELINE COMPANY
Name of Issuing Corporation

INDUSTRIAL (Optional) CLASSIFICATION OF SERVICE	
SCHEDULE: DCQ-2 (Continued)	RATE PER UNIT
<p>For the purposes hereof, unless the Public Service Commission of Kentucky shall otherwise order, the amount of any refund received by the Company of charges applicable to natural gas purchased for service hereunder shall be refunded to the customers affected according to the quantities of gas used and charges paid by each customer during the period covered by the refund. Any such refund shall be paid in the form of a credit on the customer's bill for service.</p> <p><u>RULES AND REGULATIONS</u></p> <p>Service hereunder is subject to the Rules and Regulations filed by the Company with the Kentucky Public Service Commission, or any subsequent revision of such Rules and Regulations, and to the lawful orders of regulatory authorities having jurisdiction.</p>	



DATE OF ISSUE June 1, 1970 DATE EFFECTIVE June 1, 1970

ISSUED BY [Signature] TITLE Vice President
Name of Officer

Issued by authority of an Order of the Public Service Commission of Ky. in Case No. 5055 dated October 2, 1970

FOR Carntown Area

P.S.C. Ky. No. 1

Original Sheet No. 6

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

Sheet No. _____

SHAWNEE PIPELINE COMPANY

RULES AND REGULATIONS

Appropriate provisions of Kentucky Gas Transmission Corporation's Federal Power Commission Rate Schedules and Tariff General Terms and Conditions applicable thereto are hereby adopted by Shawnee Pipeline Company by refererence the same as if copied hereon in full.

CHECKED
PUBLIC SERVICE COMMISSION
JUL 17 1970
DIVISION

DATE OF ISSUE June 1, 1970
Month Day Year

DATE EFFECTIVE June 1, 1970
Month Day Year

ISSUED BY *Oliver M. J...*
Name of Officer

Vice President
Title

P. O. Box 201,
New Lexington, Ohio 43764
Address

GAS SALES CONTRACT

THIS CONTRACT, made and entered into as of this 2nd day of May, 1969, by and between SHAWNEE PIPELINE COMPANY, a Michigan corporation, (hereinafter called Seller), and BLACK RIVER MINING COMPANY, an Ohio corporation, (hereinafter called Buyer),

WITNESSETH

That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 - GAS TO BE SOLD AND PURCHASED

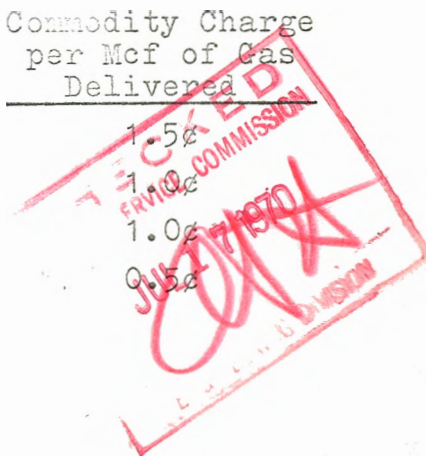
Seller agrees to sell and deliver, and Buyer agrees to purchase and receive, up to the following daily volumes of natural gas which shall constitute Buyer's Billing Demand for each month:

2,000 Mcfd, which daily volume may be increased from time to time by subsequent agreement between the parties.

ARTICLE 2 - RATE

For all natural gas delivered by Seller to Buyer under the terms hereof, Buyer agrees to pay Seller at the rates and charges set forth in Kentucky Gas Transmission Corporation's Rate Schedule CDS-1 or other applicable Rate Schedules as filed with the Federal Power Commission and under which Seller purchases such gas from Kentucky Gas Transmission Corporation, and as the same may hereafter be legally amended or superseded. In addition thereto, Buyer shall pay Seller the following amounts:

<u>When the Effective Billing Demand is:</u>	<u>Demand Charge per Month per Mcf of Billing Demand</u>	<u>Commodity Charge per Mcf of Gas Delivered</u>
2,000 Mcf to 2,999 Mcf	45.75¢	1.5¢
3,000 Mcf to 3,999 Mcf	45.75¢	1.0¢
4,000 Mcf to 7,499 Mcf	30.50¢	1.0¢
7,500 Mcf or more	30.50¢	0.5¢



ARTICLE 3 - MINIMUM MONTHLY BILL

The Billing Demand Charges for the month.

ARTICLE 4 - DETERMINATION OF BILLING DEMAND

The Billing Demand for each month shall be the volume established under Article 1 hereof but not greater than the Billing Demand for which Seller is billed by Kentucky Gas Transmission Corporation for the volumes delivered under the provisions hereof during the same billing period.

ARTICLE 5 - APPLICABILITY AND CHARACTER OF SERVICE

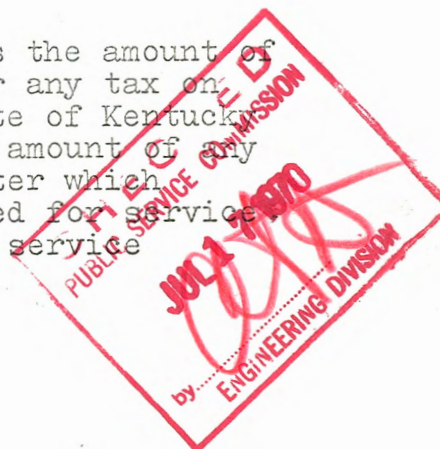
a) The gas sold hereunder shall be the natural gas received by Seller at the interconnection of its pipeline with the gas pipeline of Kentucky Gas Transmission Corporation in Pendleton County, Kentucky, and delivered on a firm basis as specified in Kentucky Gas Transmission Corporation's applicable Rate Schedule as filed with the Federal Power Commission, and as the same may hereafter be legally amended or superseded.

b) Deliveries hereunder shall be subject to the appropriate provisions of such Rate Schedules and the General Terms and Conditions of Kentucky Gas Transmission Corporation's FPC Gas Tariff applicable thereto on file with the Federal Power Commission (as the same may hereafter be legally amended or superseded) which by reference are incorporated herein and made a part hereof, except that Seller shall render bills to Buyer on or before the 10th day following the date of the final monthly meter reading for each billing month, and Buyer shall pay Seller on or before the 18th day following the final monthly meter reading for all gas delivered during the preceding month.

c) Appropriate provisions of Kentucky Gas Transmission Corporation's FPC Rate Schedules and Tariff General Terms and Conditions applicable thereto shall likewise apply to the relationships between Buyer and Seller under the terms of this agreement, except as otherwise specifically provided herein.

ARTICLE 6 - ADJUSTMENTS

a) Seller shall add to the above charges the amount of any tax payable by Seller on the sale of gas or any tax on gross revenues therefrom applicable in the State of Kentucky on the effective date of this contract and the amount of any additional tax for such purpose levied thereafter which increases Seller's cost of natural gas purchased for service from Kentucky Gas Transmission Corporation for service hereunder.



b) All other adjustments to volumes, billings and refunds by Kentucky Gas Transmission Corporation to Seller for deliveries hereunder shall accrue to Buyer in accordance with the volumes of gas delivered to Buyer for service hereunder.

ARTICLE 7 - LOCATION AND USE

The location of the use of Buyer, for which the natural gas purchased hereunder is intended for consumption and use, is the property of Black River Mining Company in Pendleton County, Kentucky.

ARTICLE 8 - POINT OF DELIVERY

Delivery of the natural gas by Seller to Buyer shall be at the outlet side of Seller's measuring and regulating station near the Point of Delivery indicated below, and Seller shall not be obligated to deliver gas in greater daily volume and at a pressure in excess of that specified with respect to such point of delivery.

<u>Point of Delivery</u>	<u>Maximum Daily Delivery Obligation</u>	<u>Delivery Pressure</u>
On the east side of State Route 8, near the intersection with Peach Grove Road, Pendleton County, Kentucky.	The Demand Established in Article 1 hereof	85psig

ARTICLE 9 - INSURANCE

Seller shall provide and maintain in force during the term of this Contract at its own expense for the benefit of the parties hereto, general liability insurance protecting the parties hereto jointly and severally against any claim or claims (including claims against each other) for loss, damage and expense for death or injury to any person who ever coming out of the installation, existence, operation, maintenance, repair or removal of Seller's gas transmission pipeline or facilities related thereto. Said insurance is to be taken out in an amount or in amounts and with a responsible insurance company or companies acceptable to Buyer, and authorized to do business in Kentucky. Certificates evidencing such insurance and renewals thereof shall be delivered to Buyer by Seller. In the case of renewals, certificates shall be delivered to Buyer at least thirty (30) days before the expiration of any policy.

KENTUCKY GAS TRANSMISSION
 PUBLIC SERVICE COMMISSION
 JUL 17 1970
 E-RING DIVISION

ARTICLE 10 - TERM

This contract shall become effective on the date hereof and shall continue in effect for a period of twenty (20) years (or for such lesser period as may be required by regulatory authority) and shall continue thereafter from year to year until terminated either by Seller or by Buyer upon twelve (12) months' prior written notice to the other.

ARTICLE 11 - NOTICES

Notices to Buyer or Seller under this agreement shall be in writing and directed respectively to the Post Office addresses shown below unless changed by either party by written notice to the other. Such notices shall be considered as duly delivered when mailed by registered or certified mail to the Post Office address of Seller or Buyer. Routine communications, including monthly statements and payments, shall be considered as duly delivered when mailed by registered, certified or ordinary mail.

The Post Office addresses of the parties hereto are as follows:

Shawnee Pipeline Company
P. O. Box 201
New Lexington, Ohio 43764

Black River Mining Company
2100 Tremont Center
Columbus, Ohio 43221



ARTICLE 12 - SUCCESSION AND ASSIGNMENT

This contract shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.

The parties hereto have accordingly and duly executed this contract.

SHAWNEE PIPELINE COMPANY

William S. Forsaker
President

Executed May 2 , 1969.

ATTEST:

Henry J. Higgins
Secretary

BLACK RIVER MINING COMPANY

W. B. Brown
Vice President

Executed May 2 , 1969.

ATTEST:

John Driffner
Secretary

