

P. S. C. Ky. No. 1

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

Southeastern Gas Company

OF

Charleston, West Virginia

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

AT

Property of land owners on which Company has gas wells and connecting
lines. Company to furnish gas to such land owners in accordance with
the Provisions of House Bill No. 154.

**Filed with PUBLIC SERVICE COMMISSION OF
KENTUCKY**

ISSUED December 22, 1952

EFFECTIVE December 22, 1952

FILED
DEC 29 1952
PUBLIC SERVICE COMMISSION

ISSUED BY Southeastern Gas Company
(Name of Utility)

Signed within
BY _____
C. W. Hookhold, Vice President

Checked by Mack Goodrich
Dec. 29, 1952 *mg*

For Entire territory served
 Community, Town or City
 P. S. C. No. 1
 First Original SHEET No. 1
 Cancellng P. S. C. No. _____
 _____ Original SHEET No. _____
 _____ Revised

Southeastern Gas Company

Name or Issuing Corporation

CLASSIFICATION OF SERVICE

RATE PER UNIT

RULES AND REGULATIONS

NATURE OF COMPANY'S BUSINESS

1. The Company is engaged within the Commonwealth of Kentucky in the business of producing natural gas and selling the same at wholesale in large quantities under written contracts.

ESTABLISHING DOMESTIC SERVICE

2. The connection for domestic service shall be at the pipeline or well of the Company at a point designated by it. The Company will make the necessary tap in the line or connection to its well, as the case may require, install the saddle, stops, drip, not less than two or more than three regulators, meter, and other incidental equipment, all of which shall be furnished by and at the expense of the Customer, except the saddle, stops and meter which shall be furnished by and at the expense of the Company. The meter shall be installed as close as feasibly possible to the point of connection. The drip and regulators shall be and remain the property of the Customer, and the saddle, stops 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.

Checked by *Mack Goodrich*
 Dec. 29, 1952

DATE OF ISSUE December 22, 1952
 month day year

DATE EFFECTIVE December 22, 1952
 month day year

ISSUED BY *[Signature]*
 name of officer

Vice President
 title
1200 Union Bldg., P.O. Box 2347
Charleston 20, West Virginia
 address

For Entire territory served
 Community, Town or City
 P. S. C. No. 1
 First { Original } SHEET No. 2
 { Revised }
 Cancelling P. S. C. No. _____
 { Original } SHEET No. _____
 { Revised }

Southeastern Gas Company
 Name or Issuing Corporation

CLASSIFICATION OF SERVICE

**RATE
 PER UNIT**

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 connection to the point of consumption, shall be subject to the inspection 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 pressure, and shall meet the specifications usually required by public utility companies furnishing gas for domestic consumption in East Kentucky. The Company shall be under no obligation or duty at any time to inspect any of said connections, services 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.

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

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.

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 Dec. 29, 1952

DATE OF ISSUE December 22, 1952
 month day year

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 month day year

ISSUED BY [Signature]
 name of officer

Vice President title
1200 Union Bldg., P.O. Box 2347
Charleston 28, West Virginia address

For Entire territory served
Community, Town or City

P. S. C. No. 1

First Original SHEET No. 3
~~Revised~~

Southeastern Gas Company
Name or Issuing Corporation

Cancelling P. S. C. No. _____

Original SHEET No. _____
~~Revised~~

CLASSIFICATION OF SERVICE

RATE PER UNIT

formulated by the said Commission. All meter service is based upon a meter pressure not exceeding ten (10) ounces per square inch. If the gas is supplied at a higher pressure the meter measurements shall be corrected according to Boyle's Law.

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 twenty (20) 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 right to apply the above mentioned deposit, if any, to the amount due and to 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. All payments to be made hereunder shall be made by check or money order payable to Southeastern Gas Company and mailed to the Company at 1200 Union Building, (P.O. Box 2347) Charleston 28, West Virginia, or such other place as Company may in writing direct, but checks or money orders will be accepted by Company as conditional payment only, subject to actual payment on presentation.

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, inspect regulators and service pipes, to determine whether the gas is being carried and distributed properly and in accordance with these rules and regulations, and shall also have the right to reclaim any of the property of the Company which may be upon the premises.

*Checked by Mack Goodrich
Dec. 29, 1952*

DATE OF ISSUE December 22, 1952
month day year

DATE EFFECTIVE December 22, 1952
month day year

ISSUED BY [Signature]
name of officer

Vice President title
1200 Union Bldg., P.O. Box 2347
Charleston 28, West Virginia address

For Entire territory served
Community, Town or City
 P. S. C. No. 1
 First Original SHEET No. 4
~~Revised~~
 Cancelling P. S. C. No. _____
Original SHEET No. _____
~~Revised~~

Southeastern Gas Company
Name or Issuing Corporation

CLASSIFICATION OF SERVICE

	RATE PER UNIT
<p>TAMPERING</p> <p>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 meter; and in addition thereto, shall be required to bear all costs incurred by the Company for investigations and inspections and for such protective equipment as, in the judgment of the Company, may be necessary.</p> <p>SHUT OFF PROVISIONS</p> <p>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 connections; 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 or wells of the Company are located.</p> <p>LIABILITY FOR DAMAGES</p> <p>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.</p> <p>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</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Checked by Mack Goodrich Dec. 29, 1952 <i>mg</i></p>

DATE OF ISSUE December 22, 1952
month day year

DATE EFFECTIVE December 22, 1952
month day year

ISSUED BY *[Signature]*
name of officer

Vice President 1200 Union Bldg., P.O. Box 2347
title address
Charleston 28, West Virginia

For Entire territory served
 Community, Town or City 1
 P. S. C. No. _____
 First { Original } SHEET No. 5
 { Revised }
 Cancelling P. S. C. No. _____
 { Original } SHEET No. _____
 { Revised }

Southeastern Gas Company
 Name or Issuing Corporation

CLASSIFICATION OF SERVICE

from the failure of gas or insufficient supply thereof, from the construction, operation and maintenance of its pipelines, plants, facilities or other operations; and the Customer agrees to indemnify 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 of any of its wells, or the curtailment of deliveries under its contract or contracts with any wholesale customer or customers. It is understood and agreed that the line or well 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 repair, abandon and plug its well or change the use of either. 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. Upon the abandonment or removal of the last of Company's lines or wells from the lands of the Customer, unless otherwise previously terminated, this contract and all rights thereunder shall thereupon terminate and service to the Customer be discontinued. Either party hereto may cancel this contract on fifteen (15) days' written notice without

RATE PER UNIT

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 Dec. 29, 1952
mg

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DATE EFFECTIVE December 22, 1952
 month day year

ISSUED BY [Signature]
 name of officer

Vice President
 title
1200 Union Bldg., P.O. Box 2347
Charleston 28, West Virginia
 address

For Entire territory served
Community, Town or City

P. S. C. No. 1

First { Original } SHEET No. 6
 { Revised }

Cancelling P. S. C. No.

{ Original } SHEET No.
 { Revised }

Southeastern Gas Company
Name or Issuing Corporation

CLASSIFICATION OF SERVICE

	RATE PER UNIT
<p>prejudice to the right of the Company to continue its supply to other Customers; and the Company shall not be liable for any deficiency in the supply caused by the use of pumping stations, breakage of lines, or other causes, or for any claim for damage on account of any matters set forth in this paragraph.</p> <p>AGREEMENTS INCONSISTENT HEREWITH</p> <p>14. No agent or employee of this Company has authority to make any promise, agreement or representation inconsistent with these rules and regulations; and no such promise, agreement or representation shall bind the Company, unless in writing, signed by an executive officer thereof.</p> <p>15. This contract is entered into between the Company and the Customer because of the provisions of House Bill No. 154 enacted by the General Assembly of the Commonwealth of Kentucky at its Regular 1952 Session and not because the Company is engaged in the business of selling natural gas at retail or because the Company is a public utility. This contract, or a schedule embodying the provisions hereof, will be filed with the Public Service Commission of the Commonwealth of Kentucky, if such filing is permitted by said Public Service Commission. Only those parties entitled to receive service under House Bill No. 154 shall be entitled to receive service under this contract. These rules and regulations are conditioned upon the constitutionality of House Bill No. 154. If such bill should be declared unconstitutional, by a court of competent jurisdiction, then these rules and regulations will become ineffective, and this contract shall terminate thirty (30) days thereafter.</p>	

Checked by Mack Goodrich
Dec. 29, 1952 *mg*

DATE OF ISSUE December 22, 1952
month day year

DATE EFFECTIVE December 22, 1952
month day year

ISSUED BY [Signature]
name of officer

Vice President title
1200 Union Bldg., P.O. Box 2347
Charleston 28, West Virginia address

Southeastern Gas Company
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

Domestic Service Rate

RATE
PER UNIT

Applicable:

Entire territory served.

Availability of Service:

Available for Residential and Domestic Uses.

Rates:

For the First	2 MCF	\$.80/MCF	I I
For the Next	28 MCF	.60/MCF	
For the Next	570 MCF	.50/MCF	
All Over	600 MCF	.40/MCF	

Minimum Charge:

The minimum monthly charge shall be \$1.60.

Terms:

Service shall be supplied under contract which shall continue in force with the right of either party to terminate it upon fifteen (15) days' written notice given to the other party (See contract herein).



DATE OF ISSUE January 16, 1979 DATE EFFECTIVE January 16, 1979

ISSUED BY G. H. Hall *G.H. Hall/BR* TITLE Vice President
Name of Officer

Issued by authority of an Order of the Public Service Commission of Ky. in Case No. 7251 dated January 16, 1979

26-82

For Entire territory served.
Community, Town or City

P. S. C. No. 1

First { Original } SHEET No. 7
 { Revised }

Cancelling P. S. C. No. _____

{ Original } SHEET No. _____
 { Revised }

Southeastern Gas Company
Name or Issuing Corporation

CLASSIFICATION OF SERVICE

Domestic Service Rate

**RATE
PER UNIT**

Applicable:

Entire territory served.

Availability of Service:

Available for Residential and Domestic uses.

Rates:

35¢ per thousand cubic feet of gas delivered per month.

Minimum Charge:

The minimum monthly charge shall be \$1.00.

Terms:

Service shall be supplied under contract which shall continue in force with the right of either party to terminate it upon fifteen (15) days' written notice given to the other party (See contract herein).

Checked by Mark Goodrich
Dec. 29, 1952 *mg.*

DATE OF ISSUE December 22, 1952
 month day year

DATE EFFECTIVE December 22, 1952
 month day year

ISSUED BY *[Signature]*
 name of officer

Vice President 1200 Union Bldg., P.O. Box 2347
 title address
Charleston 28, West Virginia

For Entire territory served.
 Community, Town or City _____
 P. S. C. No. 1
 First (Original) SHEET No. 8
 Cancellng P. S. C. No. _____
(Revised) SHEET No. _____

Southeastern Gas Company
 Name or Issuing Corporation _____

CLASSIFICATION OF SERVICE

Domestic Service Contract

RATE PER UNIT

SOUTHEASTERN GAS COMPANY

THIS CONTRACT, Made by and between _____, hereinafter called the Customer, and **SOUTHEASTERN GAS COMPANY**, a West Virginia corporation, hereinafter called the Company.

WITNESSETH, Subject to the Rules and Regulations printed on the reverse side of this contract, which said Rules and Regulations have been filed with the Public Service Commission of Kentucky, 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 established therefor by said 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 _____, 1952.

 Customer

 Address

SOUTHEASTERN GAS COMPANY

By _____
 Vice President

Checked by Mack Goodrich
 Dec. 29, 1952 *mg.*

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 month day year

DATE EFFECTIVE December 22, 1952
 month day year

ISSUED BY [Signature]
 name of officer

Vice President 1200 Union Bldg., P.O. Box 2347
 title address
Charleston 28, West Virginia

RATES

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