

Acquired by Columbia
Gas

P.S.C. Ky. No. 2
Cancels P.S.C. Ky. No. 1

THE INLAND GAS COMPANY, INC.
OF
ASHLAND, KENTUCKY

Rates, Rules and Regulations for Selling
Natural Gas
In The
Commonwealth of Kentucky

Filed with PUBLIC SERVICE COMMISSION OF
KENTUCKY

ISSUED: September 13, 1990

EFFECTIVE: October 13, 1990

ISSUED BY: THE INLAND GAS COMPANY, INC.

BY: R. N. Tullis
Vice President PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 13 1990

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

BY: *[Signature]*
PUBLIC SERVICE COMMISSION MANAGER

C12-92

THE INLAND GAS COMPANY, INC.

P.S.C. Ky. No. 2
Original Sheet No. 1
Cancelling P.S.C. Ky. No. 1
Original Sheet No. 1

CLASSIFICATION OF SERVICE

Direct sales service is provided to small commercial and industrial customers pursuant to special gas sales agreements. A copy of said agreement is attached hereto.

The base rate for service hereunder is \$5.42 per Mcf applicable to all customers served under this rate schedule. Such base rate shall be subject to change each month in accordance with the price adjustment provision of the sales agreement.

In the event that Inland makes an adjustment to the aforementioned base rate, Inland will notify the Commission by letter indicating the amount of each rate change.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 13 1990

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

BY: George Helms
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: September 13, 1990 DATE EFFECTIVE: October 13, 1990

Issued By: R. N. Tullis Vice President Ashland, Kentucky
Name of Officer Title Address

C12-92

THE INLAND GAS COMPANY, INC.

P.S.C. Ky. No. 2
Original Sheet No. 2
Cancelling P.S.C. Ky. No. 1
Original Sheet No. 2

RULES AND REGULATIONS

The terms and conditions of the special gas sales agreements shall govern the providing of any and all sales services. A copy of said agreement is attached hereto.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 13 1990

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

BY: Raye L. Hill
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: September 13, 1990 DATE EFFECTIVE: October 13, 1990

Issued By: R. N. Tullis Vice President Ashland, Kentucky
Name of Officer Title Address

C12-92

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GAS SALES AGREEMENT

THIS AGREEMENT made and entered into as of _____
by and between THE INLAND GAS COMPANY, INC. ("Seller"), and _____
("Buyer").

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

SECTION 1: GAS TO BE SOLD. Seller hereby agrees to sell and
Buyer hereby agrees to purchase and to receive firm natural gas
service for its facility located in Ashland, Kentucky, a contracted
demand of _____ Mcf or dekatherms¹ of natural gas per day.

SECTION 2: PRICE. Buyer agrees to pay, for all gas delivered
to Buyer by Seller each calendar month, at the rate of \$ _____
per Mcf, or at Seller's option per dekatherm. Said price shall be
subject to the Price Adjustment, Tax Adjustment and penalty
provisions set forth in this SECTION 2.

Minimum Monthly Bill. The minimum monthly bill for each
billing month shall be equal to the applicable rate for that month
multiplied by the contract demand for one day.

Price Adjustment. In order that the parties hereto may
receive protection against the fluctuations in the cost of gas
during the term of this Agreement, the parties agree that:

(a) Seller's rate per Mcf or dekatherm set forth above
in this SECTION 2 shall be adjusted, effective the first day of
each month, to reflect the current spot price of natural gas as
published each month in Inside FERC's Gas Market Report for gas
delivered to Columbia Gulf Transmission Corporation at Rayne,
Louisiana, plus transportation to Leach, Kentucky. The applicable
spot price of gas is identified in said report as the index price
and shall be the price effective on the first day of the applicable
billing month for gas produced from wells owned by Seller. The
price shall further be adjusted, as necessary, by the actual cost
delivered to Inland of any supplemental gas supply required to be
purchased from other sources, such as Tennessee Gas Pipeline
Company, to meet customer demands.

(b) Seller's stated rate in this SECTION 2 includes the
currently effective transportation charge (including the base
charge, Gas Research Institute surcharge, FERC Annual Charge
Adjustment surcharge and fuel cost) of Columbia Gulf Transmission
for gas transported from Rayne, Louisiana, to Leach, Kentucky, and
shall be adjusted from time to time to reflect any effective change
in said transportation charge.

(c) Seller's stated rate in this SECTION 2 includes
\$0.5131 per Mcf as approved by the Federal Energy Regulatory
Commission (FERC) attributable to the recovery of take-or-pay buy-

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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OCT 3 1990
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Clayton L. Lister
PUBLIC SERVICE COMMISSION MANAGER

¹dekatherm means one million (1,000,000)

C-12-92

1 down and buy-out costs billed to Seller by Tennessee Gas Pipeline
2 Company (Tennessee) under FERC Docket RP86-191, et al. The parties
3 further agree that this component part of the rate shall be
4 adjusted upon Seller's receipt of approval from the FERC for a
5 different charge.

6 (d) Seller's rate as stated in this SECTION 2 shall be
7 adjusted to reflect any changes in the demand charges (D1 & D2)
8 billed to Seller by Tennessee under Tennessee's CD-2 Rate Schedule.

9 (e) In addition to (a), (b), (c) and (d) above, Seller's
10 rate as stated in this SECTION 2 shall be adjusted to reflect any
11 other change in present or future charge(s) billed to Seller by
12 Tennessee which are related to the Gas Purchase Agreement between
13 Tennessee and Seller.

14 Tax Adjustment. In addition to the Price Adjustment
15 referred to above, Buyer shall reimburse Seller in an amount equal
16 to the amount of any sales, transaction, occupation, service,
17 production, severance, gathering, transmission, export or excise
18 tax, assessment, fee or other exaction levied, assessed or fixed
19 by the United States or the State of Kentucky or any other state
20 or governmental authority, and any tax, assessment, exaction, or
21 fee of a similar nature or equivalent in effect (not including
22 income, excess profits, capital stock, franchise or general
23 property taxes), in addition to or greater than those being levied,
24 assessed or fixed at the date of this Agreement, if any, on,
25 measured by, in respect of, or applicable to the natural gas to be
26 delivered by Seller to Buyer under this Agreement and for which
27 Seller may be liable during any month of the term hereof, either
28 directly or indirectly through any obligation to reimburse others
29 and for which Seller may be liable during any month of the term
30 hereof, either directly or indirectly through any obligation to
31 reimburse others and which has not been included in determining the
32 currently effective rate in this SECTION 2. Such reimbursement
33 shall be included as a separate item or items in the bills to be
34 rendered monthly by Seller to Buyer for gas sold under this
35 Agreement. In the event all or any part of any such tax liability
36 of Seller is not determined or is not reasonably determinable so
37 as to be included in such monthly bills for gas, then the amount
38 of such reimbursement required in respect of such tax liability not
39 determined or reasonably determinable shall be set forth for all
40 months in any calendar year in a statement to be rendered by Seller
41 to Buyer by April 1 of the following year, and Buyer shall pay the
42 amount due pursuant to such statement on or before May 1 of such
43 following year.

44 Penalty Provision. If Buyer should take ~~OR KENTUCKY~~ ^{PUBLIC SERVICE COMMISSION} under
45 this Agreement and without Seller's advance approval, ~~EFFECTIVE~~ ^{OR KENTUCKY} volume of
46 gas more than two percent (2 %) in excess of Seller's currently
47 effective contracted demand obligation to said Buyer ~~5 1990~~ ¹⁹⁹⁰ should
48 take, during periods of curtailment, any excess volume over Buyer's
49 curtailment allotment for such period, ~~PURSUANT TO SOME 5.011~~ ^{PURSUANT TO SOME 5.011}, shall
50 constitute unauthorized overrun volume. ^{SECTION 9 (1)}

51 Buyer shall pay to Seller a penalty of Ten Dollars
52 (\$10.00) for each Mcf of gas constituting ~~unauthorized overrun~~ ^{unauthorized overrun}
PUBLIC SERVICE COMMISSION MANAGER

1 volume taken by Buyer, which penalty shall be paid to Seller by
2 Buyer together with and in addition to charges payable by Buyer
3 hereunder and under said Agreement between the parties for the
4 month in which said unauthorized overrun volume was taken;
5 provided, however, that Seller shall have the right, without
6 obligation, to waive any penalty for unauthorized overrun volume
7 if in the day or period when the penalty was incurred, deliveries
8 to other of Seller's customers were not adversely affected by the
9 taking of said unauthorized overrun volume and if Seller's pipeline
10 operations were not impaired thereby.

11 The payment of a penalty for unauthorized overrun volume
12 shall not under any circumstances be considered as giving any such
13 customer the right to take unauthorized overrun volume nor shall
14 such payment be considered as a substitute for any other remedies
15 available to Seller or any other of Seller's customers against the
16 offending customer for failure to respect its obligations to adhere
17 to the provisions of its Agreement with Seller.

18 The foregoing penalty provisions shall be subject to
19 orders of any regulatory body having jurisdiction.

20 **SECTION 3: TERM.** This Agreement shall become effective _____
21 _____, 19____, and shall continue in effect until cancelled by
22 either party upon sixty (60) days written notice to the other
23 party. If during the term of this sales agreement Buyer elects
24 transportation service in lieu of sales service, this sales
25 agreement shall terminate upon the effective date of the
26 commencement of transportation service.

27 **SECTION 4: DELIVERY POINT.** The delivery point shall be at Buyer's
28 facility location at _____.

29 **SECTION 5: DELIVERY PRESSURE.** The delivery pressure of the
30 gas delivered hereunder shall not be less than _____ psig.

31 **SECTION 6: QUALITY.** The gas delivered hereunder shall be of
32 commercial quality containing no more than one (1) grain of
33 hydrogen sulfide nor more than twenty (20) grains of total sulfur
34 per one hundred (100) cubic feet. The natural gas so delivered
35 shall contain an average total heating value for any twelve (12)
36 month period of not less than one thousand (1000) British thermal
37 units per cubic foot, provided however, that Buyer shall not be
38 required to purchase gas hereunder having a heating value of less
39 than nine hundred and sixty-seven (967) British thermal units per
40 cubic foot.

41 **SECTION 7: MEASUREMENT.** (a) The gas volumetric measurement
42 base shall be one (1) cubic foot of gas at a pressure base of 14.73
43 psia and a temperature base of 60 degrees F. The sales unit shall
44 be one (1) thousand (1,000) cubic feet at base conditions measured in
45 accordance with Boyle's and Charles' Laws and applicable deviation
46 therefrom. The flowing gas measurement under varying pressures. The flowing
47 gas temperature and specific gravity shall be assumed to be 60

1 degrees F and 0.600, respectively. However, applicable adjustments
2 will be made in computing gas volumes if Seller elects to make
3 determination of actual temperature and/or gravity of the gas
4 passing through the meter(s).

5 (b) The thermal measurement base shall be the
6 product of one (1) cubic foot of gas defined in (a) above and the
7 heat content, on a dry basis of the gas. The heat content shall be
8 that as determined (a) by the weighted average heat content of the
9 gas received by and reported to Seller from Tennessee Gas Pipeline
10 Company and Columbia Gas Transmission Corporation or (b) by Seller
11 should Seller elect to install its own calorimeter. In the event
12 that the price is invoiced on a thermal billing concept, the sales
13 unit shall be one (1) dekatherm.

14 **SECTION 8: BILLING AND PAYMENT.** Bills will be rendered by
15 Seller, on or before the fifth (5th) day of each month, for all gas
16 delivered to Buyer during the previous month and are payable on or
17 before the fifteenth (15th) day of the month in which they are
18 rendered.

19 Should Buyer fail to pay all the amount due of any
20 bill when such an amount is due, interest on the unpaid portion of
21 the bill shall accumulate at the prevailing FERC interest rate
22 until paid.

23 **SECTION 9: FORCE MAJEURE.** Neither Seller nor Buyer shall be
24 liable in damage to the other for any act, omission or
25 circumstances occasioned by or in consequence of any acts of God,
26 strikes, lockouts, acts of the public enemy, wars, blockades,
27 insurrections, riots, landslides, lightning, earthquakes, fires,
28 storms, floods, washouts, civil disturbances, explosions, breakage
29 or accidents to machinery or pipelines, temporary failure of gas
30 supply, curtailment of gas supply, act of any government, any
31 governmental regulation or law, either local, state or national,
32 or any other cause, whether of the kind herein numerated, or
33 otherwise, not within the control of the party claiming suspension
34 and which by the exercise of due diligence such party is unable to
35 prevent or overcome.

36 **SECTION 10: CURTAILMENT.** In the event it becomes necessary
37 for Seller to curtail deliveries because of Seller's lack of
38 adequate gas supply, such curtailment shall be in accordance with
39 Seller's currently effective Curtailment PUBLIC SERVICE COMMISSION
40 revision thereto, on file with and approved by the OF KENTUCKY Energy
41 Regulatory Commission or any other agency having jurisdiction. EFFECTIVE

42 **SECTION 11: ASSIGNMENT.** Neither this contract nor any portion
43 of the gas to be delivered hereunder shall be assigned by Buyer
44 without written consent of the Seller which consent shall not be
45 unreasonably withheld. PURSUANT TO 2007 KAR 5:011 SECTION 9(1)

46 **SECTION 12: NOTICES.** Any notice which either party may
47 may desire to give to the other under this Agreement shall be

OCT 13 1990
C12-92

1 addressed to Seller at Post Office Box 1180, Ashland, Kentucky
2 41105-1180, and to Buyer at _____
3 Routine communications, including monthly statements and payments,
4 shall be considered as duly delivered when mailed by first class
5 mail, postage prepaid. Routine communications by telephone between
6 Seller and Buyer shall be considered as duly delivered without
7 confirmation by mail.

8 **SECTION 13: PREVIOUS CONTRACTS.** This Agreement cancels and
9 supersedes, as of the effective date hereof, all previous
10 agreements between the parties hereto. Furthermore, this Agreement
11 shall inure to the benefit of and be binding upon the successors
12 and assigns of the parties hereto.

13 The parties have accordingly and duly executed this Agreement.

14 WITNESS: THE INLAND GAS COMPANY, INC.

15 _____ BY: _____
16 Vice President - Seller

17 _____ BY: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 13 1990

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1),
BY: Shays Sallee
PUBLIC SERVICE COMMISSION MANAGER

C 12-92



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PUBLIC SERVICE
COMMISSION

September 17, 1992

R. N. Tullis
Vice President

Mr. Lee M. MacCracken
Executive Director
Public Service Commission
730 Schenkel Lane
P. O. Box 615
Frankfort, Kentucky 40602

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SEP 18 1992

PS.
RESEARCH DIVISION

Dear Mr. MacCracken:

Pursuant to its tariff submitted to the Public Service Commission (Commission) on September 13, 1990, The Inland Gas Company, Inc. (Inland), hereby notifies the Commission that the rate to be charged for gas service to its direct sale small industrial and commercial customers during the month of September 1992 will be \$5.4280 per Mcf. This adjustment is in accordance with the price adjustment provision of the sales agreement submitted as part of Inland's tariff.

The original and five (5) copies of this letter are submitted herewith. Please return one (1) acknowledged copy to me for my files.

Respectfully,

R. N. Tullis

Enclosure

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R. N. Tullis
Vice President

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PUBLIC SERVICE
COMMISSION

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AUG 11 1992

P.S.C.
RESEARCH DIVISION

August 10, 1992

Mr. Lee M. MacCracken
Executive Director
Public Service Commission
730 Schenkel Lane
P. O. Box 615
Frankfort, Kentucky 40602

Dear Mr. MacCracken:

Pursuant to its tariff submitted to the Public Service Commission (Commission) on September 13, 1990, The Inland Gas Company, Inc. (Inland), hereby notifies the Commission that the rate to be charged for gas service to its direct sale small industrial and commercial customers during the month of August 1992 will be \$5.3101 per Mcf. This adjustment is in accordance with the price adjustment provision of the sales agreement submitted as part of Inland's tariff.

The original and five (5) copies of this letter are submitted herewith. Please return one (1) acknowledged copy to me for my files.

Respectfully,

R. N. Tullis

Enclosure

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R. N. Tullis
Vice President

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JUL 10 8 59 AM '92
PUBLIC SERVICE
COMMISSION July 8, 1992

Mr. Lee M. MacCracken
Executive Director
Public Service Commission
730 Schenkel Lane
P. O. Box 615
Frankfort, Kentucky 40602

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JUL 13 1992
P.S.C.
RESEARCH DIVISION

Dear Mr. MacCracken:

Pursuant to its tariff submitted to the Public Service Commission (Commission) on September 13, 1990, The Inland Gas Company, Inc. (Inland), hereby notifies the Commission that the rate to be charged for gas service to its direct sale small industrial and commercial customers during the month of July 1992 will be \$5.3958 per Mcf. This adjustment is in accordance with the price adjustment provision of the sales agreement submitted as part of Inland's tariff.

The original and five (5) copies of this letter are submitted herewith. Please return one (1) acknowledged copy to me for my files.

Respectfully,

R. N. Tullis

Enclosures

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JUN 8 1992

PUBLIC SERVICE
COMMISSION

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JUN 08 1992

P.S.C.
RESEARCH DIVISION

June 5, 1992

R. N. Tullis
Vice President

Mr. Lee M. MacCracken
Executive Director
Public Service Commission
730 Schenkel Lane
P. O. Box 615
Frankfort, Kentucky 40602

Dear Mr. MacCracken:

Pursuant to its tariff submitted to the Public Service Commission (Commission) on September 13, 1990, The Inland Gas Company, Inc. (Inland), hereby notifies the Commission that the rate to be charged for gas service to its direct sale small industrial and commercial customers during the month of June 1992 will be \$5.6926 per Mcf. This adjustment is in accordance with the price adjustment provision of the sales agreement submitted as part of Inland's tariff.

The original and five (5) copies of this letter are submitted herewith. Please return one (1) acknowledged copy to me for my files.

Respectfully,

R. N. Tullis

Enclosure

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MAY 14 1992

PS.C.
RESEARCH DIVISION

R. N. Tullis
Vice President

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PUBLIC SERVICE
COMMISSION

May 13, 1992

Mr. Lee M. MacCracken
Executive Director
Public Service Commission
730 Schenkel Lane
P. O. Box 615
Frankfort, Kentucky 40602

Dear Mr. MacCracken:

Pursuant to its tariff submitted to the Public Service Commission (Commission) on September 13, 1990, The Inland Gas Company, Inc. (Inland), hereby notifies the Commission that the rate to be charged for gas service to its direct sale small industrial and commercial customers during the month of May 1992 will be \$5.5029 per Mcf. This adjustment is in accordance with the price adjustment provision of the sales agreement submitted as part of Inland's tariff.

The original and five (5) copies of this letter are submitted herewith. Please return one (1) acknowledged copy to me for my files.

Respectfully,

R. N. Tullis

Attachment

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APR 8 1992

P.S.C.
RESEARCH DIVISION

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APR 8 8 09 AM '92

PUBLIC SERVICE
COMMISSION

April 7, 1992

R. N. Tullis
Vice President

Mr. Lee M. MacCracken
Executive Director
Public Service Commission
730 Schenkel Lane
P. O. Box 615
Frankfort, Kentucky 40602

Dear Mr. MacCracken:

Pursuant to its tariff submitted to the Public Service Commission (Commission) on September 13, 1990, The Inland Gas Company, Inc. (Inland), hereby notifies the Commission that the rate to be charged for gas service to its direct sale small industrial and commercial customers during the month of April 1992 will be \$5.2554 per Mcf. This adjustment is in accordance with the price adjustment provision of the sales agreement submitted as part of Inland's tariff.

The original and five (5) copies of this letter are submitted herewith. Please return one (1) acknowledged copy to me for my files.

Respectfully,

R. N. Tullis

Enclosures

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MAR 11 1992

P.S.C.
RESEARCH DIVISION

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MARCH 10, 1992
PUBLIC SERVICE
COMMISSION

R. N. Tullis
Vice President

Mr. Lee M. MacCracken
Executive Director
Public Service Commission
730 Schenkel Lane
P. O. Box 615
Frankfort, Kentucky 40602

Dear Mr. MacCracken:

Pursuant to its tariff submitted to the Public Service Commission (Commission) on September 13, 1990, The Inland Gas Company, Inc. (Inland), hereby notifies the Commission that the rate to be charged for gas service to its direct sale small industrial and commercial customers during the month of March 1992 will be \$5.0507 per Mcf. This adjustment is in accordance with the price adjustment provision of the sales agreement submitted as part of Inland's tariff.

The original and five (5) copies of this letter are submitted herewith. Please return one (1) acknowledged copy to me for my files.

Respectfully,

R. N. Tullis

Enclosure

C4-92



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FEB 12 1992

P.S.C.
RESEARCH DIVISION

R. N. Tullis
Vice President

February 11, 1992

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FEB 12 1992

PUBLIC SERVICE
COMMISSION

Mr. Lee M. MacCracken
Executive Director
Public Service Commission
730 Schenkel Lane
P. O. Box 615
Frankfort, Kentucky 40602

Dear Mr. MacCracken:

Pursuant to its tariff submitted to the Public Service Commission (Commission) on September 13, 1990, The Inland Gas Company, Inc. (Inland), hereby notifies the Commission that the rate to be charged for gas service to its direct sale small industrial and commercial customers during the month of February 1992 will be \$4.8279 per Mcf. This adjustment is in accordance with the price adjustment provision of the sales agreement submitted as part of Inland's tariff.

The original and five (5) copies of this letter are submitted herewith. Please return one (1) acknowledged copy to me for my files.

Respectfully,

R. N. Tullis

Attachment

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JAN 14 1992

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RESEARCH DIVISION

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JAN 14 1992

PUBLIC SERVICE
COMMISSION

R. N. Tullis
Vice President

January 13, 1992

Mr. Lee M. MacCracken
Executive Director
Public Service Commission
730 Schenkel Lane
P. O. Box 615
Frankfort, Kentucky 40602

Dear Mr. MacCracken:

Pursuant to its tariff submitted to the Public Service Commission (Commission) on September 13, 1990, The Inland Gas Company, Inc. (Inland), hereby notifies the Commission that the rate to be charged for gas service to its direct sale small industrial and commercial customers during the month of January 1992 will be \$5.4551 per Mcf. This adjustment is in accordance with the price adjustment provision of the sales agreement submitted as part of Inland's tariff.

The original and five (5) copies of this letter are submitted herewith. Please return one (1) acknowledged copy to me for my files.

Respectfully,

R. N. Tullis

✓ 1-14-92
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Attachment

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R. N. Tullis
Vice President

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DEC 11 1991

P.S.C.
RESEARCH DIVISION

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DEC 11 1991

PUBLIC SERVICE
COMMISSION

December 9, 1991

Mr. Lee M. MacCracken
Executive Director
Public Service Commission
730 Schenkel Lane
P. O. Box 615
Frankfort, Kentucky 40602

Dear Mr. MacCracken:

Pursuant to its tariff submitted to the Public Service Commission (Commission) on September 13, 1990, The Inland Gas Company, Inc. (Inland), hereby notifies the Commission that the rate to be charged for gas service to its direct sale small industrial and commercial customers during the month of December 1991 will be \$5.8589 per Mcf. This adjustment is in accordance with the price adjustment provision of the sales agreement submitted as part of Inland's tariff.

The original and five (5) copies of this letter are submitted herewith. Please return one (1) acknowledged copy to me for my files.

Respectfully,

R. N. Tullis

Enclosures

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