

Incorporated By:
TEXAS-OHIO PIPELINE, INC.
Name of Utility
HUNTER PIPELINE

For Transportation Service
PSC NO. 1
Original SHEET NO. 1

HUNTER PIPELINE
with Corporate Offices in
Houston, Texas

Firm and Interruptible Transportation
in Garrard County, Kentucky

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

NOV 30 1990

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

BY: [Signature]
PUBLIC SERVICE COMMISSION MANAGER

CANCELLED

MAY 2000

DATE OF ISSUE November 30, 1990 DATE EFFECTIVE 11-30-90
ISSUED BY _____ TITLE: President
Issued by Authority of an Order of the Public Service Commission of Kentucky in Case No. 90-273
dated November 20, 1990

TEXAS-OHIO PIPELINE, INC.
Name of Issuing Corporation

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE

1. Availability

The transportation service rendered hereunder shall be available to commercial and industrial customers, utilities, or any entity having obtained all requisite authority to transport natural gas to and from Hunter Pipeline's facilities and having requested transportation service from Hunter Pipeline. Any such transportation service shall be subject to the terms and conditions set forth herein pursuant to KRS 278.470 and KRS 278.505; service shall also be subject to the reserved right of Hunter Pipeline to decline such service whenever, in Hunter Pipeline's sole judgement, the performance of said service would be contrary to good operation practice or be of detriment to other customers of Hunter Pipeline.

2. Applicability and Character of Service

2.1 This Rate Schedule FTS shall apply to the transportation of natural gas up to the Maximum Daily Quantity (MDQ) set forth in Customer's FTS Agreement.

3. Priority and Interruption of Transportation Service

3.1 Firm transportation service by Hunter Pipeline under this Rate Schedule FTS shall have priority over any interruptible services provided by Hunter Pipeline.

3.2 A Customer submitting a valid request for Firm Transportation Service (FTS) shall be eligible for service to the extent Hunter Pipeline has firm capacity available on all portions of its system necessary to provide such service on a firm basis throughout the term. Customer shall be entitled to firm service, on a first come, first served basis, up to the MDQ specified in the valid request for FTS service.

3.3 Service under this Rate Schedule FTS may be interrupted or curtailed for reasons of force majeure or due to routine repair and maintenance to be reasonably determined by Hunter Pipeline. Without limitation of the foregoing, Hunter Pipeline shall have the right to reduce on a pro rata basis receipts or

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BY: Sharon Walker
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2000

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deliveries of natural gas on any day below the MDQ to permit maintenance, repair, overhaul, replacement, or construction of pipelines, compressors, metering, regulating, or other production, gathering, and transmission facilities and equipment or due to facility maintenance.

3.4 In the event on any day Hunter Pipeline is unable to receive for transportation the total MDQ of any Customer under this Rate Schedule FTS due to reasons of force majeure or any other operational considerations to be reasonably determined by Hunter Pipeline, then service will be curtailed for all affected Customers under this Rate Schedule FTS pro rata based on MDQ. Hunter Pipeline's application of the priorities set out in this Section 3 shall be subject to the actions of other transporters delivering or receiving gas on behalf of Customer. Hunter Pipeline shall be held harmless from any and all claims or damages arising from non-deliveries of gas due to reasons of force majeure or any other reasons that are out of Hunter Pipeline's control.

3.5 Hunter Pipeline may also curtail service to any Customer which is delinquent in payments; i.e., any Customer that has been owing payment to Hunter Pipeline for more than thirty (30) days will be considered negligent and non-qualifying for further service.

4. Requests for Transportation Service

4.1 A request for service under this Rate Schedule FTS shall be valid as of the date a complete request, including adequate information with respect to all of the items specified in the FTS Request Form, have been received by Hunter Pipeline.

4.2 Hunter Pipeline shall promptly notify Customer, in writing, when its request for service is accepted and shall then tender an FTS Agreement to Customer for execution.

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BY: Shawn Hallee
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5. Operating Conditions

5.1 Upon request of Hunter Pipeline, Customer shall from time to time submit estimates of the daily, monthly, and annual quantities of gas to be transported under this Rate Schedule FTS and such other operating data as Hunter Pipeline may require in order to plan its operations and to render adequate service to its customers.

5.2 Customer shall also keep Hunter Pipeline or its designee's dispatcher and gas control personnel informed on a daily basis of its nominations of gas to be delivered or redelivered at each point of receipt and delivery and other operating information as provided in the General Terms and Conditions.

5.3 It shall be Customer's responsibility to cause gas to be delivered to Hunter Pipeline at the Point(s) of Receipt and to cause gas to be received from Hunter Pipeline at the Point(s) of Delivery in accordance with the information supplied to Hunter Pipeline or its designee's dispatcher or other personnel.

5.4 Customer shall make all necessary arrangements with other parties for the tender of gas to Hunter Pipeline at or upstream of the Point(s) of Receipt where it tenders gas to Hunter Pipeline for transportation. Customer shall also make all necessary arrangements with other parties for the receipt of gas from Hunter Pipeline at or downstream of the Point(s) of Delivery where Hunter Pipeline delivers gas. Such arrangements shall be coordinated with Hunter Pipeline or its designee's Gas Control Department. Hunter Pipeline need not provide service on any day for which all necessary upstream or downstream arrangements cannot be confirmed.

5.5 Hunter Pipeline shall not be required to perform service under this Rate Schedule FTS unless all facilities necessary to render the requested service exist and are in good operating condition.

6. Rate

6.1 Customer shall pay Hunter Pipeline each month under this Rate Schedule FTS a two-part rate consisting of (i) a reservation charge based on Customer's MDQ, and (ii) a commodity charge for each unit of gas received for transportation. Customer shall also pay Hunter Pipeline such other charges as are identified in Sections 8 and 9 of this Rate Schedule FTS.

6.2 The monthly reservation charge shall be the unit reservation rate(s) set out on the currently effective Sheet No. 4 of this tariff multiplied by Customer's MDQ. The monthly commodity charge shall be the unit commodity rate(s) set out on the currently effective Sheet No. FT-Rate 1 of this tariff multiplied by the quantity of gas delivered by Hunter Pipeline for transportation during the billing month.

7. Other Regulatory Charges

After the payment by Hunter Pipeline, Customer shall reimburse Hunter Pipeline within five (5) days of receiving Hunter Pipeline's bill for all fees required by any regulatory body related to service provided under this Rate Schedule FTS including, but not limited to, filing, reporting, and application fees to the extent such fees are specifically related to service for that Customer hereunder and are not generally applicable fees (such as general rate case filing fees).

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TEXAS-OHIO PIPELINE, INC.
Name of Issuing Corporation

8. Term

8.1 The term for firm transportation service under this Rate Schedule FTS shall be as set forth in the FTS Agreement between Customer and Hunter Pipeline.

9. Waivers

Hunter Pipeline may waive any rights hereunder or any obligations of Customer on a basis which is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

10. General Terms and Conditions

The General Terms and Conditions of this Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule FTS, and shall apply to service rendered hereunder, as though stated herein.

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TEXAS-OHIO PIPELINE, INC.
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RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE

1. Availability

The transportation service rendered hereunder shall be available to commercial and industrial customers, utilities, or any entity having obtained all requisite authority to transport natural gas to and from Hunter Pipeline's facilities and having requested transportation service from Hunter Pipeline. Any such transportation service shall be subject to the terms and conditions set forth herein pursuant to KRS 278.470 and KRS 278.505; service shall also be subject to the reserved right of Hunter Pipeline to decline such service whenever, in Hunter Pipeline's sole judgement, the performance of said service would be contrary to good operation practice or be of detriment to other customers of Hunter Pipeline.

2. Applicability and Character of Service

2.1 This Rate Schedule ITS shall apply to the transportation of natural gas up to the Maximum Daily Quantity (MDQ) set forth in Customer's ITS Agreement, subject to the availability of capacity sufficient to provide service.

2.2 In accordance with the provisions of Section 3 herein, transportation service rendered pursuant to this Rate Schedule ITS shall be subject to curtailment or interruption as deemed necessary in Hunter Pipeline's sole discretion.

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3. Priority of Transportation Service

3.1 Interruptible transportation service by Hunter Pipeline under this Rate Schedule ITS shall have a priority subordinate to Hunter Pipeline's firm transportation services. Interruptible Transportation Agreements shall be executed on a first-come, first-served basis.

3.2 If nominations under ITS Agreements on any day exceed Hunter Pipeline's available capacity on that day to provide such services, Hunter Pipeline shall, to the extent possible given the priorities by upstream or downstream transporters, allocate available capacity on a first-come, first-served basis determined as of the date and time a valid request was received. If allocation or curtailment is necessary, such curtailment shall be on a "last-on, first-off" basis reflecting the date a valid request is submitted pursuant to this Rate Schedule ITS. If valid requests were received on the same date and time from more than one Customer and there is insufficient capacity to serve all such Customers after curtailing all Customers with more recent valid requests, the remaining capacity shall be divided equally among those Customers with the same request date and time.

3.3 Hunter Pipeline may also curtail service to any Customer which is delinquent in payments; i.e., any Customer that has been owing payment to Hunter Pipeline for more than thirty (30) days will be considered negligent and non-qualifying for further service.

3.4 The priorities set out in this Section 3 shall apply both to the scheduling and the curtailment of deliveries. Notwithstanding the above, nominations that are received from Customers after the date specified by Hunter Pipeline for gas to commence flowing at the beginning of a month shall only be accepted to the extent capacity is available after scheduling gas quantities that were timely nominated for that month.

4. Requests for Transportation Service

4.1 A request for service under this Rate Schedule ITS shall be valid as of the date a complete request, including adequate information with respect to all of the items specified in the ITS Request Form have been received by Transporter, *Hunter Pipeline*.

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BY: *Sharon Hallett*
PUBLIC SERVICE COMMISSION MANAGER

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5. Operating Conditions

5.1 Upon request of Hunter Pipeline, Customer shall from time to time submit estimates of the daily, monthly, and annual quantities of gas to be transported under this Rate Schedule ITS and such other operating data as Hunter Pipeline may require in order to plan its operations and to render adequate service to its customers.

5.2 Customer shall also keep Hunter Pipeline or its designee's dispatcher and gas control personnel informed on a daily basis of its nominations of gas to be delivered or redelivered at each point of receipt and delivery and other operating information as provided in the General Terms and Conditions.

5.3 It shall be Customer's responsibility to cause gas to be delivered to Hunter Pipeline at the Point(s) of Receipt and to cause gas to be received from Hunter Pipeline at the Point(s) of Delivery in accordance with the information supplied to Hunter Pipeline or its designee's dispatcher or other personnel.

5.4 Customer shall make all necessary arrangements with other parties for the tender of gas to Hunter Pipeline at or upstream of the Point(s) of Receipt where it tenders gas to Hunter Pipeline for transportation. Customer shall also make all necessary arrangements with other parties for the receipt of gas from Hunter Pipeline at or downstream of the Point(s) of Delivery where Hunter Pipeline delivers gas. Such arrangements shall be coordinated with Hunter Pipeline or its designee's Gas Control Department. Hunter Pipeline need not provide service on any day for which all necessary upstream or downstream arrangements cannot be confirmed.

5.5 Hunter Pipeline shall not be required to perform service under this Rate Schedule ITS unless all facilities necessary to render the requested service exist and are in good operating condition.

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6. Rate

6.1 Customer shall pay Hunter Pipeline each month under this Rate Schedule ITS a commodity charge for each unit of gas received for transportation. The rate for interruptible service under this Rate Schedule ITS shall be as set forth in the ITS Agreement between Customer and Hunter Pipeline. (Set forth on Sheet No. 4.1.)

6.2 The maximum monthly transportation commodity charge shall be the applicable maximum unit rate set out on the currently effective Sheet No.IT-Rate 1 of this tariff multiplied by the quantity of gas actually received by Hunter Pipeline for transportation during the billing month.

7. Term

The term for interruptible transportation service under this Rate Schedule ITS shall be as set forth in the ITS Agreement between Customer and Hunter Pipeline.

8. General Terms and Conditions

The General Terms and Conditions of this Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule ITS, and shall apply to service rendered hereunder, as though stated herein.

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BY: *Henry Fuller*
PUBLIC SERVICE COMMISSION MANAGER

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6. Rate

6.1 Customer shall pay Hunter Pipeline each month under this Rate Schedule ITS a commodity charge for each unit of gas received for transportation. The rate for interruptible service under this Rate Schedule ITS shall be as set forth in the ITS Agreement between Customer and Hunter Pipeline. (Set forth on Sheet No. 4.1.)

6.2 The maximum monthly transportation commodity charge shall be the applicable maximum unit rate set out on the currently effective Sheet No.IT-Rate 1 of this tariff multiplied by the quantity of gas actually received by Hunter Pipeline for transportation during the billing month.

7. Term

The term for interruptible transportation service under this Rate Schedule ITS shall be as set forth in the ITS Agreement between Customer and Hunter Pipeline.

8. General Terms and Conditions

The General Terms and Conditions of this Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule ITS, and shall apply to service rendered hereunder, as though stated herein.

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Hunter Pipeline

Firm Transportation Rate

- * For Firm Demand the Rate shall be: \$1.4465 per MMBtu
- ** The Firm Commodity Rate shall be: \$0.0125 per MMBtu
- *** Fuel Retainage: .9%

-
- * The Demand charge shall be payable on the first day of deliveries each month and shall be equal to the contract MDQ times the Demand Rate.
 - ** The Firm Commodity Rate shall be payable as set forth in the Tariff and shall be equal to the total volume delivered for customer's account times the Commodity Rate.
 - *** Fuel Retainage is the Estimated Fuel Consumption of the Gas Compressors and General Line Loss due to venting, blowdowns, etc.

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BY: *Clayton D. Miller*
PUBLIC SERVICE COMMISSION MANAGER

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Hunter Pipeline

Interruptible Transportation Rate

For all gas scheduled, received and delivered under the terms and conditions set forth in the Tariff and Transportation Agreement, the Interruptible Transportation rate shall be:

\$0.0601 per MMBtu

* Fuel Retainage: .9%

* Fuel Retainage is the Estimated Fuel Consumption of the Gas Compressors and General Line Loss due to venting, blowdowns, etc.

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BY: *Clara Datta*
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