COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC APPLICATION OF)
COMMERCIAL PROPANE SERVICE LLC) CASE NO. 2017-00343
FOR RATE ADJUSTMENT PURSUANT TO)
807 KAR 5:076)

OFFER OF SETTLEMENT

Commercial Propane Service LLC d/b/a Bright's Propane Service, Inc. ("CPS") respectfully submits the following Offer of Settlement to resolve all issues in this proceeding:

- 1. Effective upon the first billing after the Public Service Commission's acceptance of the terms of this Offer of Settlement, CPS will bill its customers for propane utility service at a rate not to exceed \$0.107 per cubic foot (equivalent to \$3.85 per gallon). This not-to-exceed arrangement is consistent with the Public Service Commission's regulatory approach for Kentucky's only other propane utility company, and recognizes that CPS does not possess a monopoly over the delivery of propane service to the Old Bridge neighborhood, that several bottled propane companies currently deliver propane to residents of the Old Bridge neighborhood, and that any CPS customer can elect to cease taking service from CPS and receive service from a bottled propane supplier.
- 2. CPS will continue to assess a minimum charge based upon the usage of 400 cubic feet of propane gas. CPS and its utility predecessors in interest have assessed this charge since 1991 when the Public Service Commission first asserted regulatory jurisdiction over Bright's Propane Service, Inc.

¹ See In the Matter of: An Investigation into the Jurisdictional Status of the Irvington Gas Company's Underground Propane Operations, Case No. 2013-00076, Order at 9-10 (Nov. 25, 2014).

- 3. The Gas Cost Adjustment ("GCA") mechanism will cease to be effective upon approval of this Offer of Settlement and any current obligations imposed upon CPS by that mechanism shall terminate.
 - 4. CPS will be authorized to assess the following non-recurring charges:

Actual Cost Tap-on Fee Disconnection Fee \$ 85.00 Reconnection Fee \$ 95.00 Late Payment Charge 10% of Monthly Charge Returned Payment Fee \$ 30.00 Meter Testing Charge \$115.00 Meter Relocation Charge Actual Cost Service Investigation Charge \$ 75.00

5. CPS will be authorized to assess a deposit not to exceed \$85.

Service Assignment/Transfer Charge

6. CPS will provide service under the terms set forth in the tariff attached hereto as Offer of Settlement Exhibit 1.

\$ 30.00

- 7. Within 20 days of the issuance of an order from the Public Service Commission accepting this Offer of Settlement, CPS will file with the Commission the tariff attached hereto as Offer of Settlement Exhibit 1.
- 8. Effective beginning with the calendar year ending December 31, 2017, CPS will satisfy the requirements of 807 KAR 5:006 Section 4(2) by submitting to the Commission a report that contains (1) a title page similar to that of a standard annual report; (2) the feet of pipe and mains and the number of meters on its piped underground systems at year-end; (3) the revenues, sales volumes, and year-end number of customers served via its piped underground systems for the calendar year; and (4) the number of price changes during the year and the range, from highest to lowest, of the prices that were charged during the year. This reporting requirement in lieu of the more lengthy reports required of Commission-regulated natural gas

distribution systems is consistent with the Public Service Commission's approach in Case No. 2013-00076, which involved the only other Commission-regulated propane utility.²

9. Pursuant to KRS 278.2219, CPS is granted a waiver from KRS 278.2219 and shall not be required to develop a cost-allocation manual for its regulated and non-regulated operations. This waiver is appropriate and reasonable as CPS's rates will be based on market conditions and limited by the not-exceed rate.

CPS respectfully asks the Public Service Commission to find that this Offer of Settlement is reasonable and in the public interest and to accept it without delay. It is consistent with the Commission's rate-making and regulatory approach regarding the only other Commission-jurisdictional propane utility, will reduce the regulatory burden on one of the smallest utilities in the Commonwealth, and will ensure CPS's customers are protected by a not-to-exceed rate while recognizing the competitive realities of retail propane market in the Old Bridge area.

² *Id.* at 10-11 (Nov. 25, 2014).

Respectfully submitted,

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Counsel for Commercial Propane Service LLC

Dated: March 30, 2018

CERTIFICATE OF COMPLIANCE

This is to certify that Commercial Propane Service LLC's March 30, 2018 electronic filing of the Offer of Settlement is a true and accurate copy of the same document being filed in paper medium; that the electronic filing has been transmitted to the Commission on March 30, 2018; that there are currently no parties that the Commission has excused from participation by electronic means in this proceeding; and that a copy in paper medium of the Offer is being mailed by first class U.S. Mail, postage prepaid, to the Commission on March 30, 2018.

W. Duncan Crosby III

Counsel for Commercial Propane Service LLC

Exhibit A

NG PSC KY NO SHEET NO	
D. 2	·
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Title	Sheet No.
Index	1
Rates and Charges	2 - 3
Rules and Regulations	4 - 17
Billing Format	18

DATE OF ISSUE	XXXXXX XX, 2018
	MONTH / DATE / YEAR
DATE EFFECTIVE	XXXX XX, 2018
	MONTH / DATE / YEAR
ISSUED BY	/s/ Michael W. Roberts
	SIGNATURE OF OFFICER
TITLE	Member
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO.	DATED

	AREA: Old Bridge Subdivision, Danville, Kentucky PSC KY NO. 2
COMMERCIAL PROPANE SERVICE LLC	SHEET NO. 2
D/B/A BRIGHT'S PROPANE SERVICE, INC.	CANCELLING PSC KY NO. 1
	SHEET NO
RATES AN	D CHARGES
APPLICABLE:	
Entire service area of Old Bridge Subdivision, Dan	ville, Kentucky.
AVAILABILITY:	
· · · · · · · · · · · · · · · · · · ·	service other than auxiliary or standby service at existing distribution systems and an adequate supply f gas to the company
<u>CHARACTER OF SERVICE</u> :	
Propane gas having approximately 2,500 BTU per of	cubic foot.
RATES AND CHARGES:	
Rate for all propane usage will be set by utility each foot.	n billing period but shall not exceed \$0.107 per cubic
	ch billing period equivalent to usage of 400 cubic feet nat billing period. Usage over 400 cubic feet will be at billing period.
DATE OF ISSUE XXXXXX XX, 2018 MONTH/DATE/YEAR	
DATE EFFECTIVE XXXX XX, 2018 MONTH/DATE/YEAR	
ISSUED BY /s/ Michael W. Roberts SIGNATURE OF OFFICER	
TITLE Member	

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO._____DATED____

	PSC KY NO. 2
COMMERCIAL PROPANE SERVICE LLC D/B/A BRIGHT'S PROPANE SERVICE, INC.	SHEET NO. 3
D/D/A DRIGHT 5 TROTAINE SERVICE, INC.	CANCELLING PSC KY NO. 1
	SHEET NO
Non-Recurring Charges:	
Tap-on fee	Actual cost
Disconnection Charge	\$85.00
Reconnection Charge	\$95.00
Late Payment Charge	10% of Monthly Charge
Returned Payment Fee	\$30.00
Meter Testing Charge	\$115.00
Meter Relocation Charge	Actual Cost
Service Investigation Charge	\$75.00
Service Assignment/Transfer Charge	\$30.00

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BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO	DATED

		AREA: Old Bridge Subdivision, Danville, Kentucky PSC KY NO. 2
COMMERCIAL PROPANE SERVICE LLC	SHEET NO. 4	
D/B/A BRIGHT'S PROPANE SERVICE, INC.		CANCELLING PSC KY NO1SHEET NO
	RULES AND I	REGULATIONS
1. COMMISS	SION'S RULES AND REGULA	ΓIONS
which gas utilitie	- ·	n accordance with the Administrative Regulations by sion and all amendments thereto and modifications
2. COMPAN	Y'S RULES AND REGULATIO	NS
also be in accorda		d by the Commission, all gas service rendered shall Regulations adopted by the Company provided same
3. APPLICA	TION FOR SERVICE	
shall be signed by service is rendered following informations. Number or other applying party to legal, business, or	the Customer, or his duly author d. Company may require any par- ation for the party desiring server taxpayer identification number the party desiring service, and a debt-collection purposes. Compa	ompany's standard application or contract form which ized agent, and accepted by the Company before any ty applying for service to provide some or all of the vice: full legal name, address, full Social Security, date of birth (if applicable), relationship of the ny other information Company deems necessary for any shall have the right to reject for valid reasons any party's refusal to provide requested information.
A separate applica	ntion or contract shall be made for	each class of service at each separate location.
	nusual construction or equipme quire a contract for a minimum pe	nt expense is necessary to furnish the service the riod of one (1) year.
DATE OF ISSUE	XXXXXX XX, 2018 MONTH / DATE / YEAR	
DATE EFFECTIVE	XXXX XX, 2018 MONTH/DATE/YEAR	

ISSUED BY /s/ Michael W. Roberts
SIGNATURE OF OFFICER
TITLE Member

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. _____DATED____

	PSC KY NO. 2	
COMMERCIAL PROPANE SERVICE LLC	SHEET NO. 5	
D/B/A BRIGHT'S PROPANE SERVICE, INC.	CANCELLING PSC KY NO. 1	
	SHEET NO	

4. CUSTOMER DEPOSIT

Company may require a cash deposit or other guaranty from customers to secure payment of bills in accordance with 807 KAR 5:006, Section 8, but no deposit will be required for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, Winter Hardship Reconnection. Deposits may be required from all customers not meeting satisfactory credit and payment criteria.

Satisfactory credit for customers will be determined by using independent credit sources (primarily used with new customers having no prior history with Company), as well as historic and ongoing payment and credit history with Company.

Company may offer customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first six (6) normal billing periods. Service may be refused or discontinued for failure to pay or maintain the requested deposit.

Interest on deposits will be calculated at the rate prescribed by law, from the date of deposit, and will be paid annually either by refund or credit to Customer's bills, except that no refund or credit will be made if Customer's bill is delinquent on the anniversary date of the deposit. If interest is paid or credited to Customer's bill prior to twelve (12) months from the date of deposit, the payment or credit will be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill, with any remainder refunded to Customer

The deposit for a customer is in the amount of \$85.00, which is calculated in accordance with 807 KAR 5:006, Section 8(1)(d).

Company shall retain Customer's deposit for a period not to exceed twelve (12) months, provided Customer has met satisfactory payment and credit criteria. If a deposit is held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.

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BY AUTHORITY OF OR	DER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO.	DATED_

	AREA: Old Bridge Subdivision, Danville, Kentucky PSC KY NO. 2
COMMERCIAL PROPANE SERVICE LLC	SHEET NO. 6
D/B/A BRIGHT'S PROPANE SERVICE, INC.	CANCELLING PSC KY NO. 1
	SHEET NO

If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

5. TAP-ON FEE

The Company shall require a tap-in-fee for all new connections equal to the actual cost of the new connection. This fee is to cover the actual cost of the tap-on fee, 1/2 day rental of generator, fusion equipment, ditch witch, tap-in-fee cover box, and the labor for installing all of the above.

6. RESALE OF GAS

Gas service furnished under Company's standard application or contract is for the use of Customer only and Customer shall not resell such gas to any other person, firm, or corporation on Customer's premises or for use on any other premises.

7. OWNERS CONSENT TO OCCUPY

In case the Customer is not the owner of the premises or of the intervening property between the premises and the Company's service connection, it shall be the Customer's responsibility to obtain from the property owner or owners the necessary consent to install and maintain in, on, or over said premises all such piping and other equipment as are required or necessary for supplying gas service to the Customer whether the piping and equipment be the property of the Customer or the Company.

8. ACCESS TO PREMISES

The Company shall have the right of access to the Customer's premises at all reasonable times for the purpose of installing, reading, inspecting, repairing, or removing its meter, regulator, or other equipment used in connection with its supply of gas service or for the purpose of turning on or shutting off the gas supply when necessary and for all other proper purposes.

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IN CASE NO.	DATED

	PSC KY NO. 2
COMMERCIAL PROPANE SERVICE LLC D/B/A BRIGHT'S PROPANE SERVICE, INC.	SHEET NO. 7
	CANCELLING PSC KY NO. 1
	SHEET NO

9. COMPANY'S EQUIPMENT AND INSTALLATIONS

The Company shall furnish, install, and maintain at its expense the necessary service connection extending from its main to the Customer's nearest curb or property line. The location of this service connection will be made at the discretion and judgment of the Company.

The Company will furnish, install, and maintain at its expense the necessary meter, regulator, and connections which will be located at or near the main, service connection, property line, near or in the building, at the discretion or judgment of the Company. Whenever practical, in the judgment of the Company, the location will be as near the supply main as possible and outside of buildings. Suitable site or location for the meter, regulator, and connections shall be provided by the Customer and the title to this equipment shall remain in the Company, with the right to install, operate, maintain, and remove same, and no charge shall be made by the Customer for use of the premises as occupied or used.

10. CUSTOMER'S EQUIPMENT AND INSTALLATION

Company shall furnish, install, and maintain at Customer's expense the necessary Customer's service line extending from the Company's service connection at the curb or property line to the building or place of use of the gas. Any Customer accepting gas service under this section shall be deemed to have granted the Company an easement across Customer's property for such service

The installation of the Customer's service line will be made in accordance with the requirements of the constituted authorities and the Company's specifications covering location, installation, kind and size of pipe, type of pipe coating or wrapping, and method of connection. The Customer shall not make any changes in or interfere with his service line without the written consent of the Company.

In all cases where practical, the Customer's service line shall not be installed entering a building underground but shall be brought up out of the ground with a riser and entrance made to the building through the wall or foundation a minimum of six (6) inches above the ground.

The Customer shall furnish, install, and maintain at his expense the necessary house piping, connections, and appliances, and same shall be installed in accordance with the requirements and specifications of

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IN CASE NO.	DATED

	PSC KY NO. 2
COMMERCIAL PROPANE SERVICE LLC	SHEET NO. 8
D/B/A BRIGHT'S PROPANE SERVICE, INC.	CANCELLING PSC KY NO. 1
	SHEET NO

"INSTALLATION OF GAS PIPING AND GAS APPLIANCES IN BUILDINGS" as complied and approved by the American Standards Association, the National Board of Fire Underwriters, the American Gas Association, and the State Fire Marshall, and other similar bodies on December 5, 1950 (ASA-Z 21.30—1950), and any revisions thereof which are herewith incorporated by reference as part of the Company's Rules and Regulations where applicable and when not in conflict with the requirements of the constituted authorities.

No appliances shall be used which are not of a standard design and which have not been approved by the American Gas Association or a similar or equally qualified agency.

Suitable pressure regulators shall be installed by or at the expense of the Customer on all heating appliances and special equipment which have an hourly input of 50,000 BTU or higher, pressure regulators shall also be installed on all appliances with lower inputs where provided or recommended by the manufacturer or where necessary, at the discretion of the Company, to provide better and safer gas utilization and service.

All of the Customer's service line, piping, connections, and appliances shall be suitable for the purposes thereof and shall be maintained by the Customer at his expense at all times in a good, safe, and serviceable condition.

11. METERING

The gas consumed shall be measured by a meter or meters to be installed by the Company upon the Customer's premises at a point most accessible or convenient for the Company and all bills shall be calculated upon the registration of said meter or meters except as hereinafter provided. If more than one meter is installed at different locations on the Customer's premises, each meter shall be considered separately in calculating the amount of any bills. Meters include all measuring instruments and equipment.

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IN CASE NO.	DATED	

	PSC KY NO. 2
COMMERCIAL PROPANE SERVICE LLC	SHEET NO. 9
D/B/A BRIGHT'S PROPANE SERVICE, INC.	CANCELLING PSC KY NO. 1
	SHEET NO

12. PROTECTION OF COMPANY'S PROPERTY

All meters, piping, and other appliances and equipment furnished by and at the expense of the Company, which may at any time be in or on Customer's premises shall, unless otherwise expressly provided herein, be and remain the property of the Company, and the Customer shall protect such property from loss or damage, and no one who is not an agent of the Company shall be permitted to remove such property or to tamper with or damage same.

13. EXCLUSIVE SERVICE

Except in cases where the Customer has a special contract with the Company for reserve or auxiliary service, no other fuel service shall be used by the Customer on the same installation in conjunction with the Company's service connection, either by means of valves or any other connection. The Customer shall not sell the gas purchased from the Company to any other Customer, Company, or Person, and the Customer shall not deliver gas purchased from the Company to any connection where said gas is to be used off of Customer's premises or by persons over whom Customer has no control.

14. POINT OF DELIVERY OF GAS

The point of delivery of gas supplied by the Company shall be at the point where the gas passes from the pipes of the Company's service connection into the Customer's service line or pipe of the Customer, or at the outlet of the meter, whichever is nearest the delivery main of the Company.

15. CUSTOMER'S LIABILITY

The Customer shall assume all responsibility for the gas service in or on the Customer's premises at and from the point of delivery of gas and for all piping, appliances, and equipment used in connection therewith which are not the property of the Company, and will protect and save the Company harmless from all claims for injury or damage to persons or property occurring on the Customer's premises or at and from the point of delivery of gas occasioned by such gas or gas service and equipment, except where said injury or damage will be shown to have been caused solely by the negligence of the Company.

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BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO.	DATED

	AREA: Old Bridge Subdivision, Danville, Kentucky PSC KY NO. 2
COMMERCIAL PROPANE SERVICE LLC	SHEET NO. 10
D/B/A BRIGHT'S PROPANE SERVICE, INC.	CANCELLING PSC KY NO. 1
	SHEET NO

16. CONTINUOUS OR UNIFORM SERVICE

The Company shall supply gas continuously and without interruption and adopts and shall maintain, subject to the Commission's regulations, a standard pressure of eleven (11) inches w.c. as measured at the outlet side of the customer meter. However, the Company shall assume no liability for any damage or loss resulting from inadequate or interrupted supply or from any pressure variation when such conditions are not due to willful fault or neglect on its part.

17. MONTHLY BILLS

Bills for gas service will be rendered monthly unless otherwise specified. The term "month" for billing purposes shall mean the period between any two consecutive readings of the meter by the Company, such readings to be taken as near as practicable every thirty (30) days.

Bills are issued on or about the fifth day of the month. Payment is due and payable within 30 days of issuance. Failure to receive a bill does not exempt a Customer from these provisions.

When the Company is unable to read the meter after a reasonable effort, or where the meter fails to operate, the Customer will be billed on an estimated basis at the average of three (3) immediately preceding months, or similar months of utilization, and the billing adjusted as necessary when the meter is read.

18. LATE PAYMENT

If payment is not received by the due date of the bill, a 10% late payment charge will be assessed on the current month's charges. Customers who receive a pledge for or notice of low income energy assistance from an authorized agency will not be assessed or require to pay a late payment charge for the bill for which the pledge or notice is received, nor will they be assessed or required to pay a late payment charge in any of the eleven (11) months following receipt of such pledge or notice.

DATE OF ISSUE	XXXXXX XX, 2018
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TITLE	Member
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO.	DATED

COMMERCIAL PROPANE SERVICE LLC D/B/A BRIGHT'S PROPANE SERVICE, INC.			AREA: Old Bridge Subdivision, Danville, Kentucky PSC KY NO. 2
		DRODANE CEDVICE LLC	SHEET NO. 11
			CANCELLING PSC KY NO. 1SHEET NO
19.	RETUI	RNED PAYMENT FEE	
		ces where a Customer renders payment to Customer will be charged \$30.00 to cover	Company which is not honored upon deposit by the additional processing costs.
20.	REQUI	ESTED METER TEST	
Custo	mer, pursed by 80	suant to 807 KAR 5:006, Section 19, and	l working hours upon the written request of a d the results show the meter is within the limits ection 8(3)(b)1, the Customer will be charged
21.	METE	R RELOCATION FEE	
		omer requests that an installed meter be charged the actual cost of the relocation	be relocated on the Customer's premises, the n.
22.	22. SERVICE INVESTIGATION FEE		
of the	meter. S		ance services on customer facilities downstream are provided by Company free of charge to its
	1)	Response to gas leak complaints regardle	ss of cause.
	2) Response to fires regardless of cause.		
	3) Restore service when outage is caused by Company.		
		Bill investigations, meter and meter reany facilities.	ding investigations, and routine maintenance of
		XXXXXX XX, 2018 MONTH / DATE / YEAR	
DATE	EFFECTI	VE XXXX XX, 2018 MONTH / DATE / YEAR	<u> </u>
ISSUE	D BY	/s/ Michael W. Roberts SIGNATURE OF OFFICER	
TITLE		Member	

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. _____DATED____

	AREA: Old Bridge Subdivision, Danville, Kentucky PSC KY NO. 2
COMMERCIAL PROPANE SERVICE LLC	SHEET NO. 12
D/B/A BRIGHT'S PROPANE SERVICE, INC.	CANCELLING PSC KY NO. 1 SHEET NO.
If a Customer requests a service investigation be charge of \$75.00	beyond those enumerated above, Customer shall pay a
23. BUDGET BILLING PLAN	

Under the Company's Budget Billing Plan, a Customer may elect to pay, each billing period, a budgeted amount in lieu of billings for actual usage. A customer may enroll in the plan at any time.

The budgeted amount will be determined by Company and will be based on one-twelfth of the customer's usage for either an actual or estimated twelve (12) months. The budgeted amount will be subject to review and adjustment by Company at any time during the customer's budget year. If actual usage indicates the customer's account will not be current with the final payment in the customer's budget year, the customer will be required to pay their Budget Payment Plan account to \$0 prior to the beginning of the customer's next budget year.

If a customer fails to pay bills as agreed under the Budget Payment Plan, Company reserves the right to remove the customer from the plan, restore the customer to regular billing and require immediate payment of any deficiency. A customer removed from the Budget Payment Plan for non-payment may be prohibited from further participation in the Plan for twelve (12) months.

Failure to receive a bill does not exempt a customer from the provisions of these terms and conditions.

24. PARTIAL PAYMENT PLAN

Qualifying customers may enter into a partial payment plan in accordance with 807 KAR 5:006(14)(2).

25. WINTER HARDSHIP RECONNECTION

Qualifying customers may have service reconnected pursuant to 807 KAR 5:006 (15) and (16) if conditions of the regulation are met.

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TITLE	Member
BY AUTHORITY OF ORD	ER OF THE PUBLIC SERVICE COMMISSION
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COMMERCIAL PROPANE SERVICE LLC	AREA: Old Bridge Subdivision, Danville, Kentucky PSC KY NO. 2 SHEET NO. 13
D/B/A BRIGHT'S PROPANE SERVICE, INC.	CANCELLING PSC KY NO. 1SHEET NO
26. ASSIGNMENT OF CONTRACT AND SE	RVICE TRANSFER FEE
commences to supply gas service and shall inure survivors, and executors or administrators, as	lication or contract shall begin when the Company to and be binding upon the successors and assigns, the case may be, of the original parties thereto, wever, that no application, agreement, or contract for

When the gas supply has been discontinued or disconnected for non-payment of bills or other violation of the Company's Rules and Regulations, the service will not be restored at the same location, or connected at another location, for the same or related occupants under a different contract or name when it is evident the change of name is a subterfuge designed to defraud or penalize the Company

service may be assigned or transferred without the written consent or approval of the Company and the

payment of \$30.00 to the Company for expenses incurred in the assignment or transfer.

27. RENEWAL OF CONTRACT

If upon the expiration of any service contract for a specified term, the Customer continues to use the service, the contract (unless otherwise provided therein) will be automatically renewed and extended for successive periods of one year each, subject to termination at the end of any year upon thirty days written notice by either party.

28. CUSTOMER'S DISCONTINUANCE OF SERVICE

Any Customer desiring service discontinued or changed from one location to another shall give the Company three (3) days advance notice in person, by telephone, or in writing, provided such notice does not violate contractual obligations. The Customer shall be held responsible for all gas consumed until such notice is received by the Company and three (3) days' time allowed to read the meter and render a final bill.

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	AREA: Old Bridge Subdivision, Danville, Kentucky PSC KY NO. 2
COMMERCIAL PROPANE SERVICE LLC	SHEET NO. 14
D/B/A BRIGHT'S PROPANE SERVICE, INC.	CANCELLING PSC KY NO. 1
	SHEET NO

29. COMPANY'S DISCONTINUANCE OF SERVICE FOR CAUSE

The Company may refuse or discontinue service to an applicant or Customer, after proper notice for failure to comply with its Rules and Regulations or any state and municipal rules and regulations, when a dangerous condition is found to exist on the Customer's or applicant's premises, when a Customer or applicant refuses or neglects to provide reasonable access to the premises, for fraudulent or illegal use of service, or for nonpayment of bills. However, service shall not be discontinued until the Company has diligently tried to induce the Customer to comply with its Rules and Regulations, or has diligently attempted to induce the Customer to pay the bills.

If discontinuance is for nonpayment of bills, the Customer shall be given at least ten (10) days written notice, separate from the original bill, and cut-off shall be effective not less than twenty-seven (27) days after mailing date of the original bill unless, prior to discontinuance, a residential customer presents to the utility a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than thirty (30) days from the date the utility notifies the customer, in writing, of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance.

Where a dangerous condition is found to exist on the Customer's premises, the service shall be discontinued without notice.

Where necessary for construction, maintenance, or operation purposes, the Company may temporarily discontinue service to a Customer, however, notice shall be given whenever practical to do so.

The Company may discontinue service to a Customer immediately and without notice where it is discovered that the Customer has been or is using gas without same being partially or wholly measured through the meter or where the gas is, or has been, used fraudulently, or where the Company's equipment has been tampered with. Where the service has been discontinued for any of these reasons the Company, by written notice to the Customer, may require the Customer, at his expense, to make proper changes or corrections as required by the Company before service is restored.

DATE OF ISSUE	XXXXXX XX, 2018
DATE EFFECTIVE	MONTH/DATE/YEAR XXXX XX, 2018
	MONTH / DATE / YEAR
ISSUED BY	
mimi n	SIGNATURE OF OFFICER
TITLE	Member
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO.	DATED

	AREA: Old Bridge Subdivision, Danville, Kentucky PSC KY NO. 2
COMMERCIAL PROPANE SERVICE LLC	SHEET NO. 15
D/B/A BRIGHT'S PROPANE SERVICE, INC.	CANCELLING PSC KY NO. 1
	SHEET NO

In addition to the foregoing, the Company may require the Customer to pay the Company the cost of any and all damages to the Company's equipment, the deficiency in revenue estimated on as accurate a basis as is available, and the cost incurred by the Company in the correction of the defects or diversion including the cost of removal and installation of meters and regulators and the cost of restoring service.

30. RECONNECTION CHARGE

A reconnection charge will be made by the Company to cover the cost incurred in reconnecting the meter or service when (a) the Customer's service has been disconnected for non-payment of bills, or for violation of the Commission's or Company's Rules and Regulations, and the Customer has qualified for and requested the service to be reconnected or (b) the Customer's service has been disconnected at his request and at any time subsequently within twelve (12) months is reconnected at the same or any other premises.

This Reconnection Charge to be made by the Company and paid by the Customer before or at the time the service is reconnected shall be \$95.00.

No charge will be made for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, Winter Hardship Reconnection.

31. DISCONNECTION CHARGE

A disconnection charge will be made by the Company to cover the cost incurred in disconnecting the meter or service when non-payment of bills or violation of the Commission's or Company's Rules and Regulations occurs.

This disconnection charge to be made by the Company and paid by the Customer before or at the time the service is disconnected shall be \$85.00.

DATE OF ISSUE	XXXXXX XX, 2018
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DATE EFFECTIVE	XXXX XX, 2018
	MONTH / DATE / YEAR
ISSUED BY	/s/ Michael W. Roberts
	SIGNATURE OF OFFICER
TITLE	Member
BY AUTHORITY OF ORI	DER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO.	DATED

COMMERCIAL PROPANE SERVICE LLC D/B/A BRIGHT'S PROPANE SERVICE, INC.	AREA: Old Bridge Subdivision, Danville, Kentucky PSC KY NO. 2
	SHEET NO. 16
	CANCELLING PSC KY NO. 1SHEET NO

32. REFUSAL OF SERVICE

The Company will not render service to any Customer unless the Customer's service line, house piping, appliances, and equipment are properly installed and in safe operating condition, or where the Customer continually fails to comply with the Company's Rules and Regulations.

The Company will not furnish service to any applicant who owes the Company any past due bill or a delinquent account for service furnished either at the same or other location until such indebtedness shall have been paid in full.

The Company reserves the right to refuse or to defer full service to an applicant where the existing mains are inadequate to service the applicant's requirements without adversely affecting the service to Customers already connected and being served.

33. NOTICE OF ESCAPING GAS OR UNSAFE CONDITIONS

Immediate notice must be given by the Customer to the office or employee of the Company if any escaping gas or unsafe conditions are detected or any defects or improper installations are discovered in the piping and equipment of either the Company or the Customer which are on the Customer's premises.

No flames or lights are to be taken near any escape of gas and the gas must be shut off at the meter cock or valve until the hazard is eliminated and the gas service is not to be turned on again except by a Company employee.

The Company will not be responsible or assume any liability for any injury, loss, or damage which may arise from the carelessness or negligence of the Customer or his agents or representatives.

34. TURNING OFF GAS SERVICE AND RESTORING SAME

The gas service may be turned off at the meter when justified by the Customer or his agent or any constituted authorities but no person, unless in the employ of the gas Company or having permission from the gas Company, shall turn the gas on or restore service.

DATE OF ISSUE	XXXXXX XX, 2018
	MONTH / DATE / YEAR
DATE EFFECTIVE	XXXX XX, 2018
	MONTH / DATE / YEAR
ISSUED BY	/s/ Michael W. Roberts
	SIGNATURE OF OFFICER
TITLE	Member
BY AUTHORITY OF ORI	DER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO.	DATED

	AREA: Old Bridge Subdivision, Danville, Kentucky PSC KY NO. 2
COMMERCIAL PROPANE SERVICE LLC	SHEET NO. 17
D/B/A BRIGHT'S PROPANE SERVICE, INC.	CANCELLING PSC KY NO. 1
	SHEET NO
35. NO EXCEPTIONS TO RULES AND REGULAT	IONS
No agent, representative or employee of the Comparerepresentation not incorporated in or provided for by the I this Company and neither has any agent, representative, or to amend, modify, alter, or waive any of the said Rules and	Rules and Regulations of the Commission or of remployee of the Company any right or power
36. RULES AND REGULATIONS MAY BE AMEN	DED
The Company reserves the right to amend or modify additional Rules and Regulations as the Company deems subject to the approval of the Commission.	
DATE OF ISSUE XXXXXX XX, 2018 MONTH / DATE / YEAR	_
DATE EFFECTIVE XXXX XX, 2018 MONTH / DATE / YEAR	<u> </u>
ISSUED BY	_
TITLE Member	_

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO._____DATED____

COMMERCIAL PROPANE SERVICE LLC D/B/A BRIGHT'S PROPANE SERVICE, INC.		AREA: Old Bridge Subdivision, Danville, Kentucky PSC KY NO. 2
		SHEET NO. 18
		CANCELLING PSC KY NO. 1SHEET NO.
	BILLING I	FORMAT
	Commercial Propane Service, 160 Sulphur Springs Road Lebanon KY 40033 270-699-9437	LLC INVOICE Nov 29, 2017 Account #: 524 Invoice #: 10531 Invoice Date: 11/14/17 Total Due: \$61.00 TERMS: Net Due in 30 Days.
	Danville, NT 40422	Amount Enclosed: \$
	Please Return This Portion	
	Quantity Description	
		Sub Total: \$61.00 Tax Total: \$0.00 Invoice Total: \$61.00 Prev. Balance: \$0.00 Total Due: \$61.00
	This is the new format for our invoicing. If you have any que call the office.	estions regarding your bill, please do not hesitate to
	Thank you for your business!	
	For Fuel or Service At: Old Bridge Danville, KY 40422	
	Commercial Propane Service, LLC 160 Sulphur Springe Road Lebanon KY 40033 270-699-9437	Account #: 524 Invoice #: 10531 Invoice Date: 11/14/17
DATE OF ISSUE	XXXXXX XX, 2018 MONTH/DATE/YEAR	
DATE EFFECTIVE	XXXX XX, 2018 MONTH/DATE/YEAR	
ISSUED BY	/s/ Michael W. Roberts SIGNATURE OF OFFICER	
TITLE	Member	
BY AUTHORITY OF OR	DER OF THE PUBLIC SERVICE COMM	MISSION
IN CASE NO.	DATED	