

**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

**In the Matter of:**

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

**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,<sup>1</sup> 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.

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<sup>1</sup> 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:

Tap-on Fee	Actual Cost
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
Service Assignment/Transfer Charge	\$ 30.00

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

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

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.<sup>2</sup>

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.

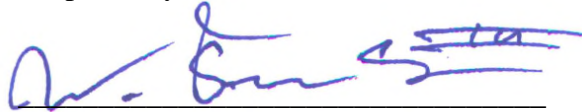
CPS respectfully asks the Public Service Commission to find that this Offer of Settlement is reasonable and in the public interest and to accept it without delay. It is consistent with the Commission's rate-making and regulatory approach regarding the only other Commission-jurisdictional propane utility, 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.

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<sup>2</sup> *Id.* at 10-11 (Nov. 25, 2014).

Dated: March 30, 2018

Respectfully submitted,



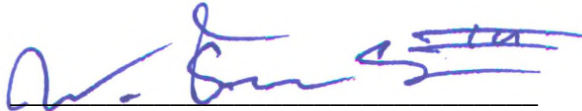
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*Counsel for Commercial Propane Service LLC*

**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

AREA: Old Bridge Subdivision, Danville, Kentucky  
PSC KY NO. 2

SHEET NO. 1

**COMMERCIAL PROPANE SERVICE LLC  
D/B/A BRIGHT'S PROPANE SERVICE, INC.**

CANCELLING PSC KY NO. 1

SHEET NO. \_\_\_\_\_

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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

SHEET NO. 2

**COMMERCIAL PROPANE SERVICE LLC  
D/B/A BRIGHT'S PROPANE SERVICE, INC.**

CANCELLING PSC KY NO. 1

                                 SHEET NO.                                 

**RATES AND CHARGES**

**APPLICABLE:**

Entire service area of Old Bridge Subdivision, Danville, Kentucky.

**AVAILABILITY:**

Available for any use for individually metered service other than auxiliary or standby service at locations where suitable service is available from existing distribution systems and an adequate supply of gas to render service is assured by the supplier of gas to the company

**CHARACTER OF SERVICE:**

Propane gas having approximately 2,500 BTU per cubic foot.

**RATES AND CHARGES:**

Rate for all propane usage will be set by utility each billing period but shall not exceed \$0.107 per cubic foot.

Customers shall be assessed a minimum charge each billing period equivalent to usage of 400 cubic feet billed at the rate applicable to propane usage for that billing period. Usage over 400 cubic feet will be billed at the rate applicable to propane usage for that billing period.

DATE OF ISSUE                                 XXXXXX XX, 2018                                  
MONTH / DATE / YEAR

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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

SHEET NO. \_\_\_\_\_ 4 \_\_\_\_\_

**COMMERCIAL PROPANE SERVICE LLC  
D/B/A BRIGHT'S PROPANE SERVICE, INC.**

CANCELLING PSC KY NO. \_\_\_\_\_ 1 \_\_\_\_\_

\_\_\_\_\_  
SHEET NO. \_\_\_\_\_

**RULES AND REGULATIONS**

**1. COMMISSION’S RULES AND REGULATIONS**

All gas service rendered by the Company shall be in accordance with the Administrative Regulations by which gas utilities are governed by the Commission and all amendments thereto and modifications thereof which may be made by the Commission.

**2. COMPANY’S RULES AND REGULATIONS**

In addition to the Rules and Regulations prescribed by the Commission, all gas service rendered shall also be in accordance with the following Rules and Regulations adopted by the Company provided same do not conflict with those of the Commission.

**3. APPLICATION FOR SERVICE**

All applications for service shall be made on the Company’s standard application or contract form which shall be signed by the Customer, or his duly authorized agent, and accepted by the Company before any service is rendered. Company may require any party applying for service to provide some or all of the following information for the party desiring service: full legal name, address, full Social Security Number or other taxpayer identification number, date of birth (if applicable), relationship of the applying party to the party desiring service, and any other information Company deems necessary for legal, business, or debt-collection purposes. Company shall have the right to reject for valid reasons any such application or contract, including the applying party’s refusal to provide requested information.

A separate application or contract shall be made for each class of service at each separate location.

In cases where unusual construction or equipment expense is necessary to furnish the service the Company may require a contract for a minimum period of one (1) year.

DATE OF ISSUE \_\_\_\_\_ XXXXXX XX, 2018 \_\_\_\_\_  
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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

SHEET NO. 5

**COMMERCIAL PROPANE SERVICE LLC  
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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TITLE Member

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AREA: Old Bridge Subdivision, Danville, Kentucky  
PSC KY NO. 2

SHEET NO. \_\_\_\_\_ 8 \_\_\_\_\_

**COMMERCIAL PROPANE SERVICE LLC  
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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SIGNATURE OF OFFICER

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.**

**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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SIGNATURE OF OFFICER

TITLE                                 Member





**COMMERCIAL PROPANE SERVICE LLC  
D/B/A BRIGHT'S PROPANE SERVICE, INC.**

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19. RETURNED PAYMENT FEE

In those instances where a Customer renders payment to Company which is not honored upon deposit by Company, the Customer will be charged \$30.00 to cover the additional processing costs.

20. REQUESTED METER TEST

Where the test of a meter is performed during normal working hours upon the written request of a Customer, pursuant to 807 KAR 5:006, Section 19, and the results show the meter is within the limits allowed by 807 KAR 5:022, Section 8(3)(a)1, and Section 8(3)(b)1, the Customer will be charged \$115.00 to cover the test and transportation costs.

21. METER RELOCATION FEE

Where a Customer requests that an installed meter be relocated on the Customer's premises, the Customer will be charged the actual cost of the relocation.

22. SERVICE INVESTIGATION FEE

The Company will not perform installation or maintenance services on customer facilities downstream of the meter. Some health- and safety-related services are provided by Company free of charge to its customers. Such services are limited to the following:

- 1) Response to gas leak complaints regardless of cause.
- 2) Response to fires regardless of cause.
- 3) Restore service when outage is caused by Company.
- 4) Bill investigations, meter and meter reading investigations, and routine maintenance of Company facilities.

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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

SHEET NO. 12

**COMMERCIAL PROPANE SERVICE LLC  
D/B/A BRIGHT'S PROPANE SERVICE, INC.**

CANCELLING PSC KY NO. 1

         SHEET NO.         

If a Customer requests a service investigation beyond those enumerated above, Customer shall pay a charge of \$75.00

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.

DATE OF ISSUE XXXXXX XX, 2018  
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ISSUED BY /s/ Michael W. Roberts  
SIGNATURE OF OFFICER

TITLE Member

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



SHEET NO. 14

**COMMERCIAL PROPANE SERVICE LLC  
D/B/A BRIGHT'S PROPANE SERVICE, INC.**

CANCELLING PSC KY NO. 1

                                 SHEET NO.                                 

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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.

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DATE OF ISSUE                         XXXXXX XX, 2018                          
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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

SHEET NO. 17

**COMMERCIAL PROPANE SERVICE LLC  
D/B/A BRIGHT'S PROPANE SERVICE, INC.**

CANCELLING PSC KY NO. 1

                                 SHEET NO.                                 

**35. NO EXCEPTIONS TO RULES AND REGULATIONS**

No agent, representative or employee of the Company shall make any promise, agreement, or representation not incorporated in or provided for by the Rules and Regulations of the Commission or of this Company and neither has any agent, representative, or employee of the Company any right or power to amend, modify, alter, or waive any of the said Rules and Regulations except as hereinafter provided.

**36. RULES AND REGULATIONS MAY BE AMENDED**

The Company reserves the right to amend or modify its Rules and Regulations or to adopt such additional Rules and Regulations as the Company deems necessary in the proper conduct of its business subject to the approval of the Commission.

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SIGNATURE OF OFFICER

TITLE                                 Member                                

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AREA: Old Bridge Subdivision, Danville, Kentucky  
PSC KY NO. 2

SHEET NO. 18

**COMMERCIAL PROPANE SERVICE LLC  
D/B/A BRIGHT'S PROPANE SERVICE, INC.**

CANCELLING PSC KY NO. 1

SHEET NO. \_\_\_\_\_

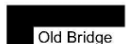
**BILLING FORMAT**

**Commercial Propane Service, LLC**  
160 Sulphur Springs Road  
Lebanon KY 40033  
270-699-9437

**INVOICE**

Nov 29, 2017

Account #:	524
Invoice #:	10531
Invoice Date:	11/14/17
Total Due:	\$61.00

  
Old Bridge  
Danville, KY 40422

TERMS: Net Due in 30 Days.

Amount Enclosed: \$ \_\_\_\_\_

*Please Return This Portion With Your Payment*

Description:

Quantity	Description	Unit Price	Amount
1340.0	Propane Gas - Meter: Old Bridge Start Reading: 341430 End Reading: 342770 Diff: 1,340.0	\$0.0455	\$61.00

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 questions regarding your bill, please do not hesitate to call the office.

Thank you for your business!

For Fuel or Service At:   
Old Bridge  
Danville, KY 40422

**Commercial Propane Service, LLC**  
160 Sulphur Springs 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

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