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

**RATES – CHARGES – RULES - REGULATIONS
FOR FURNISHING
PROPANE GAS
AT
OLD BRIDGE SUBDIVISION
DANVILLE, KENTUCKY**


**FILED WITH THE
PUBLIC SERVICE COMMISSION
OF
KENTUCKY**

DATE OF ISSUE July 19, 2018
Month / Date / Year

DATE EFFECTIVE June 29, 2018
Month / Date / Year

ISSUED BY /s/ Michael Roberts
(Signature of Officer)

TITLE Member

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director 
EFFECTIVE 6/29/2018 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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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IN CASE NO. 2017-00343 DATED June 29, 2018



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. (T)

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. (T)

RATES AND CHARGES:

Monthly Customer Charge: \$20.00

Propane Usage Charge: Varies by billing period, not to exceed \$0.0985 per cubic foot for all propane used during the billing period.

(N)
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SHEET NO. 3

**COMMERCIAL PROPANE SERVICE LLC
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CANCELLING PSC KY NO. 1

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<u>Non-Recurring Charges:</u>		(T)
Tap-on fee	Actual cost	(I)
Disconnection Charge	\$85.00	(I)
Reconnection Charge	\$95.00	(I)
Late Payment Charge	10% of Current Month Charge	(I)
Returned Payment Fee	\$30.00	(N)
Meter Testing Charge	\$115.00	(N)
Meter Relocation Charge	Actual Cost	(N)
Service Investigation Charge	\$75.00	(N)
Service Assignment/Transfer Charge	\$30.00	(N)

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COMMERCIAL PROPANE SERVICE LLC
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“Average Cost” means the cost of gas supplies, including associated transportation and storage charges, and propane which results from the application of suppliers’ rates currently in effect, plus the actual cost of any remaining propane within the system in ratio to the total capacity of the system (i.e.): (T)

$$\frac{\text{Current Purchased Gas Price}}{\text{Cubic feet to fill system}} + \frac{\text{Cost of Propane Remaining Propane}}{\text{Remainder cubic feet of capacity}} = \frac{\text{Total Propane Average Cost}/2}{\text{Total cubic foot Capacity}}$$

(D)

“Calendar Quarters” means each of the four three-month periods of (1) February, March, and April; (2) May, June, and July; (3) August, September, and October; (4) November, December, and January. (T)

(D)

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**COMMERCIAL PROPANE SERVICE LLC
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RULES AND REGULATIONS

1. COMMISSION'S RULES AND REGULATIONS

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

2. COMPANY'S RULES AND REGULATIONS

In addition to the Rules and Regulations prescribed by the Public Service Commission, all gas service (T)
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 Public Service Commission. (T)

3. APPLICATION FOR SERVICE

All applications for service shall be made on the Company's standard application or contract form (T)
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. (T)

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

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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.

4. **CUSTOMER DEPOSIT**

(T)

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 historical 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. 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 Public Service Commission Rules and Regulations.

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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

(T)
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If Customer fails to maintain a satisfactory payment record, Company may require a new or additional deposit from Customer. A Customer shall be deemed to have an unsatisfactory payment record if the Customer fails to make timely payment three or more times in a 12-month period.

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.

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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.

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7. OWNER'S 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.

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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 "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

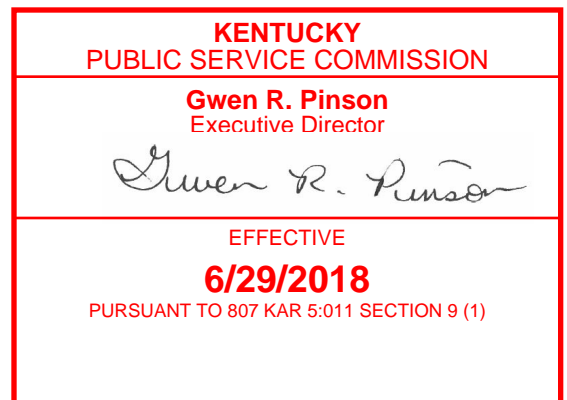
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calculated upon the registration of said meter or meters except as hereinafter provided. If more than one meter is installed at different locations on the Customer's premises, each meter shall be considered separately in calculating the amount of any bills. Meters include all measuring instruments and equipment.

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.

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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.

16. CONTINUOUS OR UNIFORM SERVICE

The Company shall supply gas continuously and without interruption and adopts and shall maintain, subject to the Public Service 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. (T)

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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. (T)

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. (T)

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. (T)

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. ↓

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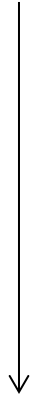
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20. MONITORING USAGE

(T)

Company shall monitor Customers' usage at least quarterly. The procedures shall be designed to draw Company's attention to unusual deviations in Customer's usage and shall provide for reasonable means by which Company can determine the reasons for the unusual deviation. If Customer's usage is unduly high and the deviation is not otherwise explained, Company shall test Customer's meter to determine whether the meter shows an average error greater than two (2) percent fast or slow.

If Company's procedure for monitoring usage indicates that an investigation of Customer's usage is necessary, Company shall notify Customer in writing either during or immediately after the investigation of the reasons for the investigation, and of the findings of the investigation. If knowledge of a serious situation requires more expeditious notice, Company shall notify Customer by the most expedient means available.



21. REQUESTED METER TEST

(T)

Where the test of a meter is performed during normal working hours upon the written request of a Customer, pursuant to the Public Service Commission's regulations and the results show the meter is within the limits allowed by the Public Service Commission, the Customer will be charged \$115.00 to cover the test and transportation costs.

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(N)

22. METER RELOCATION FEE

(T)

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.

(T)

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23. 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.

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

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24. BUDGET BILLING PLAN

(T)

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.

25. PARTIAL PAYMENT PLAN

Qualifying customers may enter into a partial payment plan in accordance with Public Service Commission regulations.

26. WINTER HARDSHIP RECONNECTION

Qualifying customers may have service reconnected pursuant to Public Service Commission regulations regarding winter hardship reconnections if conditions of the regulation are met.

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27. ASSIGNMENT OF CONTRACT AND SERVICE TRANSFER FEE

The benefits and obligations of any service application or contract shall begin when the Company commences to supply gas service and shall inure to and be binding upon the successors and assigns, survivors, and executors or administrators, as the case may be, of the original parties thereto, respectively, for the full term thereof, provided, however, that no application, agreement, or contract for 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.

(N)

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.

28. 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 the Customer.

(N)

29. 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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30. 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. (T)

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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IN CASE NO. 2017-00343 DATED June 29, 2018

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director

EFFECTIVE 6/29/2018 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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

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.

31. RECONNECTION CHARGE

(D)

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 Public Service 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. (T)

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. (T)

No charge will be made for customers qualifying for service reconnection pursuant to the Public Service Commission's Rules and Regulations regarding Winter Hardship Reconnection. (T)
(T)

32. 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 assessed shall be \$85.00. (T)

DATE OF ISSUE July 19, 2018
MONTH / DATE / YEAR

DATE EFFECTIVE June 29, 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. 2017-00343 DATED June 29, 2018

KENTUCKY
PUBLIC SERVICE COMMISSION

Gwen R. Pinson
Executive Director



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

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

SHEET NO. 22

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

CANCELLING PSC KY NO. 1

SHEET NO.

BILLING FORMAT

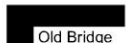
Commercial Propane Service, LLC
160 Sulphur Springs Road
Lebanon KY 40033
270-699-9437

INVOICE

Nov 29, 2017

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

TERMS: Net Due in 30 Days.


Old Bridge
Danville, KY 40422

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

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