

Martin Gas Company
P.O. Box 783
Hindman, KY 41822

RECEIVED
DEC 01 2004
PUBLIC SERVICE
COMMISSION

Rates, Rules and Regulations for Furnishing
Natural Gas
At
Martin, Caney and Dwarf
In
Kentucky

Filed with PUBLIC SERVICE COMMISSION
OF KENTUCKY

ISSUED: January 1, 2005

EFFECTIVE: January 1, 2005

ISSUED BY: Martin Gas, Inc.

BY: Jed Weinberg
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
01/01/2005
PURSUANT TO 807 KAR 5:011
SECTION 8 (1)

By [Signature]
Executive Director

FOR Entire Service Area
Community, Town or City

P.S.C. KY. NO. 1

24th Revised SHEET NO. 1

Canceling P.S.C. KY. NO. 1

23rd Revised SHEET NO. 1

Martin Gas Company
(Name of Utility)

Rate Schedule:

Availability of Service: For all Residential and Commercial Purposes.

RETAIL RATES

	<u>Base Rate</u>	<u>Gas Cost Recovery</u>	<u>Total</u>
Customer Charge	\$15.00		
All MCF	\$4.9946	\$5.0576	\$10.0522 per MCF (R)

DATE OF ISSUE March 28, 2024
Month / Date / Year

DATE EFFECTIVE April 1, 2024
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE Manager

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2024-00049 DATED March 28, 2024

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

Linda C. Bridwell

EFFECTIVE
4/1/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR _____
Community, Town or City

P.S.C. KY. NO. _____

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CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

Martin Gas, Inc.
(Name of Utility)

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DATE OF ISSUE 11/24/04
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Martin Gas, Inc.
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RULES AND REGULATIONS

All gas service rendered by the Company will be in accordance with the Rules and Regulations of the Company which have been approved by the Public Service Commission.

A. NON-RECURRING CHARGES

Late Payment Penalty. A late payment penalty of 10% will be assessed on all bills not paid by 30th day of receipt. When a penalty is assessed, any payment received will first be applied to the bill for services rendered. Additional penalty charges on subsequent bills will not be assessed on unpaid penalty charges. The late payment penalty will be charged once.

Deposits. All customers are to make a deposit in the amount of \$125.00. The deposit shall be returned in two (2) years if the customer's payment history reflects prompt and current payments.

Interest on Deposits. Interest in the amount of 6% will be paid annually on Customer deposits. Interest will be computed and paid on a pro-rated basis for partial year deposits. The Company will annually refund the interest accrued during the year on the customer deposit by making a credit billing adjustment on the anniversary billing each month.

Reconnection Charge. A reconnection charge of \$35.00 shall be paid before service is restored following disconnection for nonpayment of bills. A charge of \$15.00 will also be assessed to Customers who request disconnection of service at the same premise within 12 months.

Connections. A charge will be made to install a meter at an existing connection.

Service Charges. A charge of \$20.00 will be made for customers moving from one location to another.

A charge of \$15.00 will be made to collect a delinquent bill after written notice has been mailed to the customer stating that the bill is delinquent.

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A charge of \$10.00 will be made to any customer whose check is returned from the bank for insufficient funds.

Mobile trailers shall be considered temporary service and subject to a connection charge of \$75.00. If the service line, meter look, etc. are in place, the charge shall be \$25.00.

B. MONITORING OF CUSTOMER USAGE

The Company will monitor the usage of each Customer according to the following procedures:

If the annual usage for two periods are substantially the same or if any difference is known to be attributed to unique circumstances, such as unusual weather conditions common to all Customers, no further review will be done.

If the usages differ by more than 50% and cannot be attributed to a readily identified common cause, the Company will compare the Customer's monthly usage for the same months of the preceding year.

If the cause for the usage deviation cannot be determined from analysis of the Customer's meter reading and billing records, the Company will contact the Customer by telephone or in writing to determine whether there have been changes such as different number of household members or work staff, additional or different appliances, changes in business volume, or known leaks in the Customer's service line.

Where the deviation is not otherwise explained, the Company will test the Customer's meter to determine whether it shows an average error greater than 2 percent fast or slow.

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The Company will notify the Customer of the investigation, its findings and any refund or backbilling in accordance with 807 KAR 5:006, Section 10(4) and (5).

In addition to the routine monitoring, the Company will immediately investigate usage deviations brought to its attention as a result of its on-going meter reading or billing processes or Customer inquiry.

C. 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.

A separate application or contract shall be made for each class of service at each separate location, or in the event two classes of service are necessary at one location to the same Customer the Company may require separate applications.

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

D. OWNER'S CONSENT TO OCCUPY

In case the Customer is not the owner of the premises it shall be the Customer's responsibility to obtain from the property owner the necessary consent to install and maintain all piping and other equipment as are required for supplying gas service to the Customer. However, the utility shall not require a prospective Customer to obtain easements on property not owned by either the prospective Customer or the Customer's landlord.

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E. 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 meters, regulators 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, or for determining any violation of either rules and regulations of the Company, or other regulatory body or agency relating to the use of natural gas.

F. COMPANY'S EQUIPMENT AND INSTALLATION

The Company shall furnish, install and maintain at its expense the necessary service connection extending from its main to the Customer's property line.

The Company will furnish, install and maintain at its expense the necessary meter, regulator and connections. The location will be as near as possible to the supply main and outside of buildings, and will be designated by the Company. Suitable site or location for the meter, regulator and connections shall be provided by the Customer, and the title to the equipment shall remain in the Company, with the right to install, operate, maintain and remove same.

G. CUSTOMER'S EQUIPMENT AND INSTALLATION

The Customer shall furnish, install and maintain at its expense the necessary service line extending from the Company's service connection at the property line to the building or place of utilization of the gas.

The installation of the Customer's service line shall 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 connecting the joints of

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RULES AND REGULATIONS

pipe. The location shall be the point of easiest access to the Company. The Company shall be advised and shall inspect the installation of any and all service lines prior to backfilling.

H. METERING

The gas consumed shall be measured by a meter or meters to be installed by the Company upon the Customer's premises. If more than one meter is installed for the same or different classes of service at different locations on the Customer's premises, each meter shall be considered separately in calculating the amount of the bills.

I. PROTECTION OF COMPANY'S PROPERTY

All meters, piping and other appliances and equipment furnished by and at the expense of the Company, shall remain the property of the Company, and the Customer shall protect such property from loss and damage, and no one who is not an agent of the Company shall be permitted to remove such property or tamper with or damage same.

J. 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 resell gas, nor deliver any gas purchased from the Company through any connection with either the Company's facilities or those belonging to the Customer.

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K. CONTINUOUS OR UNIFORM SERVICE

The Company will endeavor to supply gas continuously and without interruption, however, the Company shall not be responsible for damages or otherwise any failure to supply gas or for any interruptions of the supply when such failure is without willful fault or neglect on its part.

The Company cannot and does not guarantee either a sufficient supply or an adequate or uniform pressure of the gas supplied, except as mandated by the Public Service Commission, and shall not be liable for any damage or loss resulting from inadequate supply or from any pressure variations when such conditions are not due to willful fault or neglect on its part.

L. MONTHLY BILLS

Bills for gas service are 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 possible every 30 days.

Bills are due upon rendition and shall be due and payable within a period not exceeding ten days from receipt.

Service shall be subject to disconnection if bills are not paid in full within 30 days of the mailing of the original bill. The Customer will be sent a delinquent notice not less than 10 days prior to termination.

If the Company is unable to read a meter due to the weather or other conditions the Customer will receive an estimated bill.

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RULES AND REGULATIONS

M. MEASUREMENT BASE

The rates of the Company are based upon gas delivered on a basis of four (4) ounces per square inch above an assumed atmospheric pressure of fourteen and four tenths (14.4) pounds per square inch, or fourteen and sixty-five hundredths (14.65) pounds per square inch absolute pressure, at an assumed temperature of sixty (60) degrees Fahrenheit.

All gas measured at pressures higher than the standard pressure for low pressure distribution systems shall be corrected to a pressure base of fourteen and sixty-five hundredths (14.65) pounds per square inch absolute.

N. ASSIGNMENT OF CONTRACT

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.

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

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RULES AND REGULATIONS

O. DISCONTINUANCE OF SERVICE

The utility shall refuse or discontinue service to an applicant or customer, after proper notice for failure to comply with its rules and regulations or state and municipal rules and regulations, when a dangerous condition is found to exist on the customers or applicants 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 bill.

If discontinuance is for nonpayment of bills, the customer shall be given at least (10) days written notice, separate from the original bill, and cut-off shall be effected not less than twenty-seven (30) days after the mailing date of the original bill unless, prior to discontinuance, a residential customer presents to the utility a written certificate, signed by a physical, 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.

P. REFUSAL OF SERVICE

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

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

Q. NOTICE OF ESCAPING GAS OR UNSAFE CONDITIONS

Immediate notice must be given by the Customer to the office or employees 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.

R. SPECIAL PROVISIONS - LARGE VOLUME CUSTOMERS

Industrial, Commercial or other Customers using large volumes of gas on a varying basis shall install and maintain at their expense adequate piping and suitable regulating and control equipment to provide reasonable and practical limitation of intermittence or fluctuation in the pressure, volume or flow of gas, and shall so regulate and control their operations and the use of gas hereunder so as not to interfere with gas service being furnished to them or to any other Customers, or with the proper and accurate metering of gas at their or any other location.

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S. GAS COST ADJUSTMENT CLAUSE

Determination of GCR

The Company shall file a gas cost recovery rate (GCR) with the Commission at least 30 days prior to the first day of each calendar quarter. The GCR shall become effective for billing for service rendered on and after the first day of each calendar quarter.

The gas cost recovery rate is comprised of:

1. The expected gas cost (EGC), on a dollar-per-mcf basis, which represents the average expected cost of purchased gas based on 12 months of actual usage.
2. The actual adjustment (AA), on a dollar-per-mcf basis, which compensates for differences between previous quarters' expected gas cost and the actual cost of gas. The AA shall equal the sum of the AA for the reporting period and for the preceding calendar quarters.
3. The supplier refund adjustment (RA) on a dollar-per-mcf basis, which reflects the refunds received from suppliers during the reporting period plus interest at a rate equal to one-half of one percent below the average 90-day commercial paper rate for the twelve-month period. In the even of any large or unusual refund, the Company may apply to the Commission for the right to depart from the refund procedures set forth herein.
4. The balance adjustment (BA) on a dollar-per-mcf basis, which compensates for any remaining under or over collections which have occurred as a result of prior actual, refund and balance adjustments.

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Billing

The gas cost recovery rate to be applied to bills of customers shall equal the sum of the following components:

$$GCR = EGC + AA + RA + BA$$

The GCR will be added to or subtracted from the latest base tariff rates prescribed by Commission Order in the tariff rates stated on each applicable rate sheet within this tariff.

Definitions

For purposes of this tariff:

1. "Average Expected Cost" is the cost of purchased gas which results from the application of supplier rates currently in effect, or reasonable expected to be in effect during the calendar quarter, on purchased volumes for the most recently available twelve-month period, divided by the corresponding sales volume. In the event that line loss exceeds 5 percent, purchased volumes for the twelve-month period shall be calculated as: Sales volume / .95. Where the calculations require the use of volumes used during a given period, and those volumes did not exist for a particular source for the entire period, or the Company expects the volumes to change substantially, the Company may make appropriate adjustments to its calculations. Any adjustment of this type shall be described in the quarterly GCR application.
2. The "GCR" is the total of the expected gas cost and all adjustments.
3. The "Calendar Quarters" are: 1st January, February and March; 2nd April, May and June; 3rd July, August and September; 4th October, November and December.

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4. "Reporting Period" means the three month accounting period that ended approximately 60 days prior to the filing date of the updated gas cost recovery rates, i.e., the calendar quarters ended March 31, June 30, September 30 and December 31 of each year.

T. BUDGET BILLING PAYMENT PLAN

(A) Objective – To establish a procedure whereby residential customers pay their gas bill in equal monthly installments.

(B) Availability – The plan will be available to all residential customers who have received service at their present location for at least twelve months and have present bill status as "current". This plan is also available to churches and other non-commercial accounts.

(C) Terms and Policy of the Plan

1. Plan Implementation: Upon receipt of the customers request to participate, the Company will review the customers account as to its current status and if the customer's account is current the budget amount will be computed and the customer notified as to the budget amount.

2. Computation of Budget Amount: For those customers who have a twelve month service history, the budget amount will be computed by applying current rates to that twelve month usage and dividing that total by twelve.

3. Contract Period: The contract period runs from May to April each year. The bill paid for May will close out the contract year and any credit remaining after the May bill will be carried over into the new contract year.

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P.O. BOX 783 • HINDMAN, KY 41822

OFFICE: 1/800/771-0761
EMERGENCY: 606/251-3838
PAGER NO.: 606/853-2021

PRESORT
FIRST CLASS
POSTAGE PAID
PERMIT NO. 28
HINDMAN, KY
41822

PREVIOUS	PRESENT	CONSUMED

THIS BILL DUE UPON RECEIPT • 10% PENALTY (AFTER THE FIFTEENTH OF THE MONTH)
Rates Available Upon Request • RETAIN THIS PORTION FOR YOUR RECORDS.

ACCOUNT NO.	TOTAL AMOUNT

RETURN THIS STUB WITH PAYMENT

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P. O. Box 783
Hindman, Kentucky 41822

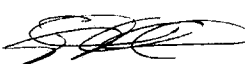
Jed Weinberg
Manager

Phone
(606) 785-0761
1-800-771-0761

Date _____

BUDGET PLAN AGREEMENT

I, _____, Do hereby agree to make regular payments of every month in the amount of \$_____. I understand that if I fail to make regular payments that a penalty will be added. If I fail to pay for two months I will go back to paying my regular bill. I also understand that the billing period will be from April 2003 to April 2004. At that time, my bill will be revised. If I have overpaid my bill will be credited; if I have underpaid, I will pay the difference.

Signed _____
Approved by _____
By  _____
Executive Director

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
01/01/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)