

P. S. C. Ky. No.....

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CITY OF MARION

OF

MARION, KENTUCKY

# Rates, Rules and Regulations for Furnishing NATURAL GAS

AT

MARION, KENTUCKY

Filed with PUBLIC SERVICE COMMISSION OF  
KENTUCKY

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ISSUED BY CITY OF MARION  
(Name of Utility)

BY *J. M. Clark Mayor*

*CANCELLED DEC. 17 1970*

## RULES AND REGULATIONS

I. Rules and Regulations for the Government of gas utilities which may be adopted by the Public Service Commission of Kentucky, and all amendments thereto and modifications thereof which may be made by said Commission.

II.

RECEIVED  
MAY 1 1964  
PUBLIC SERVICE COMMISSION  
KENTUCKY

MARION WATER AND GAS DEPARTMENT

MARION, KENTUCKY

RULES AND REGULATIONS  
FOR FURNISHING NATURAL GAS  
IN THE ENTIRE SERVICE AREA  
OF THE DEPARTMENT



1. COMMISSION'S RULES AND REGULATIONS:

All gas service rendered by the Department shall be in accordance with the "Rules and Regulations for the Government of Gas Utilities" which have been adopted by the Public Service Commission of Kentucky and all amendments thereto and modifications thereof which may be made by the Commission.

2. DEPARTMENT'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 Department, provided same do not conflict with those of the Public Service Commission.

3. FILING OF RATES, RULES AND REGULATIONS:

A copy of all schedules of rates, rules and regulations under which gas service is rendered is on file for the public's benefit with the Public Service Commission of Kentucky and in the office of the Department.

4. APPLICATIONS FOR SERVICE:

All applications for service shall be made on the Department's standard application or contract form which shall be signed by the Customer, or his duly authorized agent, and accepted by the Department before any service is rendered.

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 Department may require a contract for a minimum period of one (1) year.

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**5. 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 Department'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 Department.

**6. SECURITY DEPOSITS:**

The Department may require from all Customers as a guaranty or security a cash deposit equal to the estimated maximum consumption for a period of two months; minimum deposit shall be \$5.00. Such deposit less any unpaid amounts for service rendered the Customer shall be returned upon the discontinuance of service.

Where the monthly bills are in excess of the deposit, or where the Customer has delinquent bills, the Department may require the deposit to be increased, but such deposit shall not exceed the amount of two months' estimated maximum consumption. The original deposit receipt should be presented when demand is made for refund of deposit.

No deposit shall be required of any receiver or trustee operating a business requiring utility service under an order of court.

**7. ACCESS TO PREMISES:**

The Department 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.

**8. DEPARTMENT'S EQUIPMENT AND INSTALLATION:**

The Department 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 Department, which shall be not more than sixty (60) feet unless otherwise specified by the Department.

The Department 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 Department. Whenever practical, in the judgment of the Department, the location will be as near the supply main as possible and outside of buildings. Suitable site

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or location for the meter, regulator and connections shall be provided by the Customer, and the title to this equipment shall remain in the Department, 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.

#### 9. CUSTOMER'S EQUIPMENT AND INSTALLATION:

The Customer shall furnish, install and maintain at his expense the necessary Customer's service line extending from the Department's service connection 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 Department's specifications covering location, installation, kind and size of pipe, type of pipe coating or wrapping and method of connecting the joints of pipe. The location shall be the point of easiest access to the Department from its facilities and the Department shall be consulted and its approval obtained before the installation is made.

In the installation of the service line the Customer shall not install any tees or branch connections and must leave the trench open and pipe uncovered until it is examined by an inspector of the Department and shown to be free from any irregularity or defect. The Customer shall not make any change in or interfere with his service line without the written consent of the Department.

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 housepiping, 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 compiled and approved by the American Standards Association, the National Board of Fire Underwriters, the American Gas Association and other similar bodies on December 5th, 1950 (ASA - Z 21. 30 - 1950), and any revisions thereof which are herewith incorporated by reference as a part of the Department's Rules and Regulations where applicable and when not in conflict with the requirements of the constituted authorities.

No appliance should 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.

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

The Department shall not assume any responsibility and shall not be held liable in any way for the making of any periodic inspection of the Customer's service line, piping, connections or appliances, or for the Customer's failure to properly and safely install, operate and maintain same.

10. METERING:

The gas consumed shall be measured by a meter or meters to be installed by the Department upon the Customer's premises at a point most accessible or convenient for the Department 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 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 any bills. Meters include all measuring instruments and equipment.

11. PROTECTION OF DEPARTMENT'S PROPERTY:

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

12. EXCLUSIVE SERVICE:

Except in cases where the Customer has a special contract with the Department for reserve or auxiliary service, no other fuel service shall be used by the Customer on the same installation in conjunction with the Department's service connection, either by means of valves or any other connection.

The Customer shall not sell the gas purchased from the Department to any other Customer, Department or Person, and the Customer shall not deliver gas purchased from the Department to any connection wherein said gas is to be used off of Customer's premises or by persons over whom Customer has no control.

13. POINT OF DELIVERY OF GAS:

The point of delivery of gas supplied by the Department shall be at the point where the gas passes from the pipes of the Department'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 Department.

14. CUSTOMER'S LIABILITY:

The Customer shall assume all responsibility for the gas service <sup>1940</sup> or on the Customer's premises at and from the point of delivery of gas and for all the piping, appliances and equipment used in connection therewith which are not the property of the Department, and will protect and save the Department 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 Department.

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15. CONTINUOUS OR UNIFORM SERVICE:

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

The Department cannot and does not guarantee either a sufficient supply or an adequate or uniform pressure of the gas supplied and shall not be liable for any damage or loss resulting from an inadequate or interrupted supply or from any pressure variations when such conditions are not due to wilful fault or neglect on its part.

16. MONTHLY BILLS:

- (a) 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 Department, such readings to be taken as near as practicable every thirty (30) days.
- (b) Bills are due upon rendition and shall be due and payable within a period not exceeding ten (10) days thereafter.
- (c) Service shall be subject to being discontinued if bills are not paid in full within thirty (30) days after rendition of bills.
- (d) Failure to receive a bill does not exempt a Customer from these provisions.
- (e) When the Department 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.

17. MEASUREMENT BASE:

The rates of the Department are based upon gas delivered to the Customer 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; provided, however, the Department reserves the right to correct as necessary the actual temperature to a sixty (60) degree F. basis in the cases of large volume industrial customers.

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.

**18. CHARACTER OF SERVICE:**

The Department will normally supply natural gas having a heating value of approximately one thousand (1,000) Btu per cubic foot and a specific gravity of approximately six tenths (0.6), however, when necessary to supplement the supply of natural gas, the Department reserves the right, at its discretion, to supply an interchangeable mixture of vaporized liquified petroleum gas and air, or a combination of same with natural gas.

**19. ASSIGNMENT OF CONTRACT:**

The benefits and obligations of any service application or contract shall begin when the Department 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 Department.

When the gas supply has been disconnected for non-payment of bills or other violation of the Department'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 Department.

**20. 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.

**21. CUSTOMER'S DISCONTINUANCE OF SERVICE:**

Any Customer desiring service discontinued or changed from one location to another shall give the Department three (3) day's advance notice in person, by phone, 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 Department and three(3) days time allowed to read the meter and render final bill.

**22. DEPARTMENT'S DISCONTINUANCE OF SERVICE FOR CAUSE:**

The Department has the right to discontinue service to a Customer for violation of its Rules and Regulations or for non-payment of bills, however, service shall not be discontinued until the Department 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. After such efforts on the part of the Department the



service may be discontinued only after at least twenty-four (24) hours written notice of such intention shall have been given to the Customer by the Department.

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

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

The Department 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 Department's equipment has been tampered with. Where the service has been discontinued for any of these reasons the Department, by written notice to the Customer, may require the Customer, at his expense, to make proper changes or corrections as required by the Department before service is restored.

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

Neglect or refusal on the part of the Customer to provide reasonable access to the premises for the purposes of reading meters, inspection, maintenance and operation shall also be deemed to be sufficient cause for the Department to discontinue the service.

#### 23. RECONNECT CHARGE:

A Reconnect Charge will be made by the Department to cover the expenses incurred in reconnecting the meter or service when (a) the customer's gas service has been disconnected for non-payment of bills or for violation of the Department's Rules and Regulations, and the Customer has qualified for and requested the service to be reconnected, or (b) the Customer discontinues using gas and at anytime within twelve (12) months thereafter resumes service at the same location.

This Reconnect Charge to be made by the Department and paid by the Customer shall be \$5.00, and is payable before or at the time the service is reconnected.

#### 24. REFUSAL OF SERVICE:

The Department 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 Department Rules and Regulations.

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The Department will not furnish service to any applicant who owes the Department 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 Department 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.

**25. NOTICE OF ESCAPING GAS OR UNSAFE CONDITIONS:**

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

The Department 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.

**26. TURNING OFF GAS SERVICE AND RESTORING SAME:**

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

**27. SPECIAL PROVISIONS - LARGE VOLUME CUSTOMERS:**

Industrial, Commercial or other Customers using large volumes of gas on a varying basis shall provide and maintain at their expense suitable equipment to insure reasonable limitation of intermittance or fluctuation in the use of gas and shall so regulate their operations and the use of gas hereunder so as not to interfere with gas service being furnished to other Customers or with the proper metering of gas at any location.

**28. SPECIAL RULES FOR CUSTOMERS SERVED FROM TRANSMISSION MAINS:**

In addition to the Standard Rules and Regulations the following special Rules and Regulations shall apply to all Customers served directly from a high pressure transmission main which is the property of the Department or one of its Suppliers:

- (a) All service connections to a high pressure transmission line shall be subject to the special requirements, consent and approval of the Owner of said line. In case the connection is to a line not the property of the Department, proper approval must be obtained from both the Owner and the Department.
- (b) A special form application and service contract or agreement shall be executed by the Customer and approved and accepted by both the Owner of the transmission line and the Department prior to the time the tap or connection is made. If the transmission line is owned by the Department only the approval and acceptance of the Department is necessary.
- (c) All meters, regulators, equipment and connections necessary to serve the Customer from a high pressure transmission line shall be installed on the Customer's premises at or as near the transmission line as is practical. The length of such extension, shall not exceed the limitations as hereinafter set out.
- (d) Suitable site or location for the Department's and Owner of the line equipment shall be provided and furnished by the Customer without any expense to the Department or Owner of the line.

The Department or Owner of the line shall have the right of ingress, egress and regress to and from this location at any time without any expense or charges from the Customer.

- (e) The Customer's service line extending from the outlet of the meter shall be installed and maintained by the Customer at his expense.
- (f) The Customer shall notify the Department promptly of any leaks in the transmission line or equipment, also, of any hazards or damages to same.
- (g) Customers may be required to send in monthly meter readings to the Department on suitable forms provided by the Department.

#### 29. CURTAILMENT ORDER:

In case of impairment of supply or partial or total interruption and when it appears the Department is, or will be, unable to supply fully, at any time, the requirements of all of its Customers, due to any cause whatsoever, then the Order of Curtailment or Interruption of Service, insofar as practicable shall be:

- Step 1. Deliveries to industrial or other Customers under contracts providing for interruptible service and curtailment.
- Step 2. Deliveries to industrial Customers under contracts or rate schedules providing for firm service.

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Step 3. Deliveries to commercial Customers for space heating purposes.

Step 4. Deliveries to commercial Customers for non-space heating purposes.

When the curtailment or interruption of deliveries in the above steps fail to provide enough gas to meet the requirements of remaining Customers, the Department shall exercise its best judgment and curtail or interrupt as equitably as possible the gas that is available for distribution.

When the causes or contingencies of the curtailments or interruptions cease to be operative the Department shall restore full service to all Customers as promptly as possible in the reverse order of the curtailments or interruptions insofar as is practicable.

### 30. DISTRIBUTION MAIN EXTENSIONS:

The Department will extend without charge its existing distribution mains sixty (60) feet for any one Customer provided the existing mains are of sufficient capacity to properly supply the additional Customers and provided that the Customer contracts to use gas on a continuous basis for one (1) year or more, and, provided, the potential consumption and revenue will be of such amount and permanency as to warrant the capital expenditures involved and to make the investment economically feasible.

Whenever an extension exceeds sixty (60) feet per Customer, the Department will enter into an agreement with the Customer or Subscriber which will provide for such additional extension on a cost per foot basis, with the amount to be deposited by the Customer or Subscriber, and for a proportionate and equitable refund in the event other Customers are connected to the extension within five (5) years. Any further or lateral extension shall be treated as a new and separate extension. Refunds shall be made only after the Customer has used gas service for a minimum continuous period of one (1) year. The Department reserves the right to determine the length of the extension and to specify the pipe size and location of the extension. All extensions will be made dependent on the economic feasibility of the extension. Title to all extensions covered by agreements shall be and remain in the Department and in no case shall the amount of the refunds exceed the original deposit.

Nothing contained herein shall be construed as to prohibit the Department from making at its expense greater extensions to its distribution mains or the granting of more favorable terms than herein prescribed, should its judgment so dictate, provided like extensions are made for other Customers, or Subscribers, under similar conditions.

### 31. NO EXCEPTIONS TO RULES AND REGULATIONS:

No agent, representative or employee of the Department shall make any promise, agreement or representation, not incorporated in or provided for by the Rules and Regulations of the Public Service Commission of Kentucky or of this Department and neither has any agent, representative or employee of the Department any right or power

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to amend, modify, alter or waive any of the said Rules and Regulations, except as hereinafter provided.

**32. RULES AND REGULATIONS MAY BE AMENDED:**

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

**33. SUPERSEDE PREVIOUS RULES AND REGULATIONS:**

These Rules and Regulations or Terms and Conditions of Service replace and supersede all previous Rules and Regulations or Terms and Conditions under which the Department has previously supplied gas service.

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# RATES

The minimum monthly bill shall be \$2.00

First	600 cu. ft. or less used per month	\$1.50	
Next	1,400 cu. ft. used per month	1.00	per MCF
Next	3,000 cu. ft. used per month	.80	per MCF
Next	10,000 cu. ft. used per month	.75	per MCF
All over	15,000 cu. ft. used per month	.65	per MCF

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