

FOR West Liberty and Daysboro

P.S.C. Ky No. 10

Elam Utility Company

First Revision Sheet No. 1

Cancelling P.S.C. Ky No. 10

Original Sheet No. 1

RULES AND REGULATIONS

APPLICABLE: City of West Liberty, Kentucky and Daysboro Area.

AVAILABILITY OF SERVICE: To any customer desiring service to the extent that gas is available from our supplier and is available for all common uses except stand-by service, or an occasional demand use application.

RATES: See Classification of Service Rate Schedule.

MINIMUM CHARGE: \$4.00 per month

DELAYED PAYMENT CHARGE: A penalty of five percent of the unpaid balance is due after the 10th of each month or ten days from the mailing date on our bills.

TERMS: Contracts are not executed for specific periods of time.

SPECIAL RULES: A service charge of \$12.00 is charged to cover expenses involved to establish gas service after a customer has requested service.

A charge of \$5.00 per check will be charged on all checks returned by the customer's bank for non-payment.

The Company shall supply gas continuously and without interruption and adopts and shall maintain, subject to the Commission's regulations, a standard pressure of 5 ounces as measured at the outlet side of the customer meters.

The above paragraph notwithstanding, 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 it's part.

All Rules and Regulations pertaining to gas utilities listed in Kentucky Energy Regulatory Commission Law, Acts, Rules and Regulations and Forms is hereby adapted by Elam Utility Company.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DATE OF ISSUE June 29, 1983 DATE EFFECTIVE June 29, 1983

ISSUED BY B.C. Phillips President 550 Morgan St. West Liberty
Name of Officer Title Address

JUN 29 1983

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

BY: Camp See H-90
C

FOR Elam Utility Company, Inc.

E.R.C. Ky No. ~~10-A~~ 10

Original Sheet No. 2

ELAM UTILITY COMPANY, INC.

Cancelling E.R.C. Ky No. None

Sheet No. None

RULES AND REGULATIONS

SPECIAL RULES CONTINUED:

Discontinuance of Service

The utility may 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 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 and service shall be discontinued when a dangerous condition is found to exist on the customer's or applicant's premises. 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 effected not less than twenty-seven (27) 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 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.

Budget Billing

Members have an opportunity to sign agreements with the Gas Company for spreading billing evenly over a twelve (12) month period. The billing is based on estimated consumption made by a company representative. In October, the end of the twelve month period, the difference between payments and actual usage is adjusted by adding or crediting the difference of the regular gas service bill. Copy of the agreement is herewith enclosed as is made a part of Rules and Regulations.

DATE OF ISSUE January 24, 1980 DATE EFFECTIVE Jan. 09, 1980

ISSUED BY B.S. Phillips President 550 Morgan Street
NAME OF OFFICER TITLE ADDRESS

Energy Regulatory Commission
FEB 29 1980
by B. Richmond
RATES AND TARIFFS

4-90

FOR West Liberty, Kentucky
E.R.C. Ky No. 10-A 10
Original Sheet No. 23
CANCELLING E.R.C. Ky No. None
Sheet No. None

ELAM UTILITY COMPANY, INC.

CLASSIFICATION OF SERVICE

PURCHASED GAS ADJUSTMENT CLAUSE

The rates authorized herein are based upon the wholesale cost of gas to the Applicant as computed upon rates of its wholesale suppliers then currently in effect under Federal Energy Regulatory Commission tariffs for interstate business or under wholesale tariffs of this Commission. For the purpose of this purchased gas adjustment clause, these rates shall be considered as the base rate for purchased gas. In the event there is an increase in this base rate the Applicant shall file with this Commission the following information:

- (1) A copy of the Federal Energy Regulatory Commission tariff or wholesale tariff of this Commission effecting the change in the base rate and a statement relative to the effective date of such proposed change.
- (2) A statement setting out the details of gas purchased under the provision of the base rate for the previous twelve months showing billing under the base rate and under the proposed revised rate applicable to this service.
- (3) A statement setting out the details of gas sold for the previous twelve months.
- (4) A balance sheet as of the end of the latest twelve-month period and a statement of operating expenses and revenues in the same detail as reported to this Commission in the Utility's Annual Report.
- (5) Such other information as this Commission may request for a proper determination of the purchased gas adjustment.

In the event there is a decrease in purchased gas costs or refund, the Applicant shall file the information required in 1, 2, and 4 above.

DATE OF ISSUE Feb. 13, 1980 DATE EFFECTIVE Jan. 09, 1980
ISSUED BY B.C. Phillips TITLE President
Name of Officer

Issued by authority of an Order of the Energy Regulatory Commission of Kentucky in Case No. 7601 dated Jan. 09, 1980.

Energy Regulatory Commission
FEB 29 1980
by B. Redmond
RATES AND TARIFFS

C 4-90

For West Liberty, Kentucky
Community, Town or City

P.S.C. NO. 10

Elam Utility Company

Forty-seventh Revision SHEET NO. 6

Name of Issuing Corporation

CANCELLING P.S.C. NO. 10

Forty-sixth Revision SHEET NO. 6

CLASSIFICATION OF SERVICE	RATE PER UNIT
<u>RESIDENTIAL & COMMERCIAL</u> RATES: Monthly Customer Charge First 11 Mcf Over 11 Mcf	\$4.10 6.7047 per MCF (I) 7.7047 per MCF (I)
<u>INDUSTRIAL</u> RATES: Monthly Customer Charge All Mcf	\$5.15 6.7047 per MCF (I)

DATE OF ISSUE December 12, 1989 DATE EFFECTIVE December 1, 1989

ISSUED BY *B. C. Phillips* TITLE President

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 9845-D dated December 4, 1989.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 01 1989

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

BY: *James H. Miller*
PUBLIC SERVICE COMMISSION MANAGER

C 4-90

FOR West Liberty, Kentucky

E.R.C. Ky No. 10

Elam Utility Company, Inc.

Original Sheet No. 7

Name of Issuing Corporation

Cancelling E.R.C. Ky No. None

Sheet No. None

RULES AND REGULATIONS

Customer Service Line Ownership

The following Right-of-Way Easement contract is to be executed by Elam's customers in consideration for the Customer Service Lines installed and owned by Elam Utility Company.

RIGHT-OF-WAY EASEMENT

In consideration of the installation of gas service lines, and it being acknowledged that said gas service lines have been installed and are in operation; (I) (We), _____ and _____, of Morgan County, Kentucky, do hereby grant to the Elam Utility Company, Inc., a Kentucky corporation, its successors and assigns forever, a right-of-way easement to lay, maintain, operate, repair, and remove service lines over and through (my) (our) property which is more particularly described in Deed Book _____, Page _____, which is of record in the Office of the County Clerk of Morgan County, Kentucky.

To have and to hold said right-of-way easement unto the Grantee, its heirs and assigns forever.

And the Grantor hereby agrees that the Grantee, its heirs and assigns and its servants, agents, tenants, visitors, and licensees, and all other persons shall have the right to enter upon said land to make necessary repairs and to maintain the gas service lines.

IN WITNESS WHEREOF, the Grantor(s) (has) (have) hereunto set (his) (their) hand(s) this _____ day of _____, 1980.

CHECKED
Energy Regulatory Commission
NOV 11 1980
by S. Richmond
RATES AND TARIFFS

DATE OF ISSUE September 30, 1980 DATE EFFECTIVE September 30, 1980

ISSUED BY B.C. Phillips President 550 Morgan Street
Name of Officer Title Address

Issued by authority of an Order of the Energy Regulatory Commission of Kentucky in Case No. 7601 dated September 4, 1980.
and/or August 11, 1980.

C2/90

BUDGET PAYMENT PLAN AGREEMENT

THIS AGREEMENT, made in duplicate between Elam Utility Company, Inc., a Kentucky Corporation with its principal office at West Liberty, Kentucky (hereinafter called "Elam Utility") and _____ (hereinafter called the "Consumer") located at _____

WITNESSETH:

That in consideration of Consumer's request to make Natural Gas service payments under Elam Utility's Budget Payment Plan, the Consumer shall pay Elam Utility at a fixed amount each month in lieu of monthly billings based on actual usage; whereby, any difference in the actual billed amount and the fixed amount paid each month shall be adjusted in full each year upon receipt of the May billing.

It is further agreed:

1. The Consumer agrees that if at any time the Rate under which Elam Utility purchases Gas service at wholesale is modified, Elam Utility may make a corresponding modification in the rate for service hereunder and the budget payment amount shall be adjusted accordingly.
2. The Consumer agrees that if at any time the Rates and/or Terms and Conditions as set forth in Elam Utility's Rate are adjusted or changed and said adjustments and/or changes are approved by the Kentucky Energy Regulatory Commission said adjustments and/or will become effective and supercede, cancel and replace rates and/or terms and conditions provided in existing rate prior to the effective date as set forth in the Energy Regulatory Commission's Order approving the adjustments and/or changes.
3. The Consumer agrees that monthly budget payments are subject to change where a trend develops indicating the amount set up is insufficient to result in a reasonable balance due in the May Billing Period; at which time, the difference in the fixed amount and actual cost of gas service is payable in full.
4. It is agreed that the Consumer shall make payment each month in the full amount of the Budget Payment as stated herein, irregardless of any accumulated charges or credits for actual use. The accumulated charges or credits shall be adjusted completely on the May billing. Should the Consumer fail to make such payments by due date, service will be discontinued and entire balance becomes due and payable before service is restored. The Consumer shall be ineligible for future billings under the Budget Payment Plan.
5. This agreement shall continue from year to year, unless terminated by either party on written notice, subject to the commission stated in #4 above.

THEREUPON, it is agreed that _____ shall pay to Elam Utility each month beginning _____ with _____ RATES AND TARIFFS under this Budget Billing Agreement.

CHECKED
Energy Regulatory Commission
APR 2 1980
B. Redmond

Executed at West Liberty, Kentucky, this _____ day of _____, 1980.

ELAM UTILITY COMPANY, INC.

BY: _____
Consumers Signature

BY: _____
Signature Title

C-4-90