

P.S.C. Ky. No. 9600-B.....

Cancels P.S.C. Ky. No. 9600-A.....

Lyda Gas Company

OF

Elkhorn City, Kentucky

Rates, Rules and Regulations for Furnishing

Natural Gas

AT

Elkhorn City, Pike County, Kentucky

Filed with PUBLIC SERVICE COMMISSION OF
KENTUCKY

ISSUED March, 01....., 1990...

EFFECTIVE March, 01, 90....., 19.....

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 1 1990

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

BY George S. Sallee
PUBLIC SERVICE COMMISSION MANAGER

ISSUED BY Lyda Gas Co.
(Name of Utility)

BY Mahy Holbrook
President

C-7-90

P.S.C. Ky. No. 9600-A.....

Cancels P.S.C. Ky. No.

Lyda Gas Company

OF

Elkhorn City, Kentucky

Rates, Rules and Regulations for Furnishing

Natural Gas

AT

Elkhorn City, Pike County, Kentucky

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

JAN 19 1990

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

BY George S. Miller
PUBLIC SERVICE COMMISSION MANAGER

Filed with PUBLIC SERVICE COMMISSION OF
KENTUCKY

ISSUED Jan. 19, 1990, 19.....

EFFECTIVE Jan. 19, 1990, 19.....

ISSUED BY Lyda Gas Co.
(Name of Utility)

BY Mabry Holbrook

Mabry Holbrook - President

C 5-90

P.S.C. NO. 9600-A

Original SHEET NO. 3

CANCELLING P.S.C. NO. _____

~~XXXXXXXX~~ SHEET NO. _____

Lyda Gas Co.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

	RATE PER UNIT
<u>Applicability:</u> Entire area served	
<u>Availability:</u> To all customers served, domestic and commercial use, in Elkhorn City, Pike County, Kentucky.	
<u>Rates:</u> Monthly	9.4508
Minimum Bill (First 2 MCF or less)	
All over First 2 MCF	5.8554

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

JAN 19 1990

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

BY: George Salter
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE Jan. 19, 1990

DATE EFFECTIVE Jan. 19, 1990

ISSUED BY Mary Keel-coak
(Name of Officer)

TITLE President

Issued by authority of an Order of the Public Service Commission of Kentucky
in Case No. 9600-A dated Jan. 19, 1990

C5-90

LYDA GAS COMPANY

OF

ELKHORN CITY, KENTUCKY

Rates, Rules and Regulations for Furnishing

NATURAL GAS

AT

Elkhorn City, Pike County, Kentucky

Filed with PUBLIC SERVICE COMMISSION OF KENTUCKY

ISSUED April 12, 1982

EFFECTIVE 10-20, 1980

CHECKED
Public Service Commission
APR 27 1982
by B. Richmond
RATES AND TARIFFS

ISSUED BY LYDA GAS COMPANY
(Name of Utility)

BY Mabry Holbrook

Mabry Holbrook, President

C 4-90

Form for filing Rate Schedules

For Elkhorn City, Pike Co., KY
Community, Town or City

P.S.C. NO. 3

1st Revised SHEET NO. 4

CANCELLING P.S.C. NO. 2

Original SHEET NO. 4

Lyda Gas Company, Inc.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

	RATE PER UNIT
<u>Applicability:</u> Entire area served.	
<u>Availability:</u> To all customers served, domestic and commercial use, in Elkhorn City, Pike County, Kentucky.	
<u>Rates:</u> Monthly Minimum Bill (First 2 MCF or less)	\$5.00 \$3.63
<u>Special Rules:</u> A purchased gas adjustment clause may increase or decrease the above rates with the approval of the Public Service Commission.	
<u>Applicable:</u> Applicable to a portion of Elkhorn City, Kentucky.	
<u>Availability:</u> Available to all classes to customers.	
<u>Minimum charge:</u> A minimum charge of \$5.00 per month, allowing 2 MCF, will apply.	
<u>Delayed Payment Charge:</u> A 5% charge will be on all bills not paid on or before the 10th day of the month issued.	
<u>Terms:</u> All contracts may be terminated by the customer upon five (5) days notice to the Company.	

CHECKED
 Public Service Commission
 APR 27 1982
 by [Signature]
 RATES AND TARIFFS

DATE OF ISSUE April 12, 1982 DATE EFFECTIVE 10-20-80

ISSUED BY Mary Macbroom TITLE President
Name of Officer

Issued by authority of an Order of the Public Service Commission of Ky. in Case No. 7942 dated 10-20-80

C-4-90

Lyda Gas Company

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. Bills will be issued on the first day of every other month (November, January, March, May, July, September).
- III. Bills may be paid at the offices of the Lyda Gas Company, between 8:00 A.M. and 4:30 P.M., Monday thru Friday, and at authorized agents offices.
- IV. Natural gas of approximately 1000 B.T.U. content will be served to the subscriber at a pressure of 6 ounces above atmospheric pressure.
- V. A deposit of 2/12 of the average annual bill will be required for new and reconnected customer services. *Annual interest of 6% shall be paid on deposits.*
- VI. Connection fees shall be as follows:
 Reconnection of old service \$25.00 *
- VII. Service and inspection charges for other than company causes and purposes:
 Cost of materials plus 15% handling, plus \$25.00 per hour for the serviceman, tools and transportation.

CHECKED
 Public Service Commission
 APR 27 1982
 by S. Robinson
RATES AND TARIFFS

DATE OF ISSUE April 12 1982 DATE EFFECTIVE 10 30 1982
Month Day Year Month Day Year

ISSUED BY Moby Westbrook President Elkhorn City, Kentucky
Name of Officer Title Address

C-7-90

Lyda Gas Company, Inc.

RULES AND REGULATIONS

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 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.

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. When a dangerous condition is found to exist on the customer's or applicant's premises, service shall be cut off without notice or refused.

CHECKED
Public Service Commission
APR 27 1982
by S. Richmond
RATES AND TARIFFS

DATE OF ISSUE April 12 1982 DATE EFFECTIVE 10-20-80
Month Day Year Month Day Year
ISSUED BY Marilyn Herbstock President Wayland, Kentucky 41666
Name of Officer Title Address

C-7-80

P.S.C. Ky. No. 2

Original Sheet No. 2B

LYDA GAS COMPANY, INC.

Cancelling P.S.C. Ky. No. _____

Sheet No. _____

RULES AND REGULATIONS

Budget Billing

Customers have an opportunity to sign agreements with the company for spreading billing evenly over a twelve month period. The billing is based on estimated consumption made by a company representative. In May, 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. A copy of the agreement is made a part of the company's Rules and Regulations.

CHECKED
Public Service Commission
APR 27 1982
by B. Richmond
RATES AND TARIFFS

DATE OF ISSUE April 12 1982 DATE EFFECTIVE 10 20 80
Month Day Year Month Day Year

ISSUED BY Mary Westbrook President Elkhorn City, Kentucky 90
Name of Officer Title Address

C 90

Case Enterprises, Inc.

228 College Street - P. O. Box 1461
Pikeville, Kentucky 41501

(606) 432-1853

Lyda Gas
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

PURCHASED GAS ADJUSTMENT APPLICABLE TO ALL RATE SCHEDULES

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 Public Service 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 Public Service 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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
AUG 10 1989
PURSUANT TO SECTION 9(1)
of the Public Service Commission
MANAGER

C-7-90

Case Enterprises, Inc.

228 College Street - P. O. Box 1461
Pikeville, Kentucky 41501

(606) 432-1853

Lyda Gas
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

Upon receipt of this information, this Commission will review the effect of the revised rate on the operation of the Applicant and will issue its Order setting out the purchased gas adjustment that the Utility shall apply to its rates.

The maximum amount of the adjustment so prescribed shall not produce revenue adjustments based upon the actual preceding twelve month period, greater than the difference between the purchased gas billed at the then existing rates and the purchased gas billed at the revised rate.

On and after the effective date of this schedule, if any increase or decrease is made in the rate at which Company's gas suppliers sell gas to the Company, the unit charges of the aforesaid rate schedule shall be increased or decreased by a Purchased Gas Adjustment determined as follows:

- (1) Gas purchases will be determined by the Company under supplier's applicable rate schedule during a period of twelve calendar months ending within three months preceeding the month of the effective date of the supplier's rate charge. Such purchases shall be:

- (a) At the Base Supplier Rate
(b) At the New Supplier Rate

- (2) The difference between the amounts so determined shall be divided by the number of cubic feet of gas sold by the Company during the said twelve month period, unless purchases is in excess of 105% of total sales. In such instance, said difference shall be divided by sales plus five (5) percent. The unit charge or credit so determined, expressed in cents per cubic feet, shall be the Purchased Gas Adjustment applicable to consumer billings.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
AUG 10 1989
PURSUANT TO KY KAR 5:011,
SECTION 9.01
BY: [Signature]
PUBLIC SERVICE COMMISSION MANAGER

C7-90

Case Enterprises, Inc.

228 College Street - P. O. Box 1461
Pikeville, Kentucky 41501

(606) 432-1853

Lyda Gas
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

- (3) The new supplier rates shall become the Base Supplier Rate to be used in measuring the effect of any subsequent supplier rate change. Each such subsequent change shall be treated in the same manner as set forth above for the establishment of a new Purchased Gas Adjustment and for the establishment fo a new Base Supplier Rate.

In the event that the Company recieves from its supplier a refund of amounts paid to such supplier in respect of a prior period, the Company will apply to the Commission for authority and upon receipt thereof make adjustments on the amounts charged to its customers under this provision, as follows:

- (1) The "Refundable Amount" shall be the amount recived by the Company as a refund. Such Refundable Amount shall be devided by the number of cubic feet of gas that Company estimates it will sell to its customers during the four month period commencing with the first day of the month following receipt of the refund, thus determining a "Refund Factor"
- (2) Effective with meter readings taken on and after the first day of the second month following receipt of the refund, the Company will reduce by the Refund Factor so determined any Purchased Gas Adjustment will be adjusted, if necessary, in order to refund as nearly as possible the Refundable Amount.
- (3) In the event of any large or unusual refunds, the Company may apply to the Public Service Commission for the right to depart from the refund procedure herein set forth.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
AUG 10 1989
PURSUANT TO 807 KAR 3.011,
SECTION 9.1)
BY *[Signature]*
PUBLIC SERVICE COMMISSION MANAGER

Date Of Issue 7/10/89 Date Effective 8/10/89
Issued By *[Signature]* Title President

Issued by authority of an Order of the Public Service Commission
in Case No. _____ dated _____

C-7-90

BUDGET BILLING AGREEMENT

THIS AGREEMENT, made in duplicate between Lyda Gas Company, Inc. a Kentucky Corporation with its principal office at Elkhorn City, Kentucky (hereinafter called the "Company") and _____ (hereinafter called the "Consumer") located at _____.

WITNESSETH:

That in consideration of Consumer's request to make gas service payments under the Company's Budget Payment Plan, the Consumer shall pay the Company at a fixed amount each month in lieu of monthly billings based on actual usage; whereby, any difference in the actual amount due and the fixed amount paid each month shall be payable in full each year upon receipt of the June billing.

It is further agreed:

1. The Consumer agrees that if at any time the Rate under which the Company purchases gas service at wholesale is modified, the Company 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 is the Company'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 June 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 credits for actual use. The accumulated charges or credits shall be adjusted on the June Billing. Should the Consumer fail to make such budget payments by due date service will be disconnected and entire balance becomes due and payable before service is restored. The Consumer shall be ineligible for future billing under the Budget Payment Plan.
5. This agreement shall continue from year to year, unless terminated by either party giving to the other notice in writing, subject to the provision stated in #4 above.

CHECKED
 Public Service Commission
 APR 27 1982
 pay to _____ by Electric Billing
 under this Budget Billing Agreement, and shall pay in full annually the balance resulting from differences in actual usage and fixed amount paid each month in June Billing. If a credit balance (overpayment) exceeds \$ _____ it shall be refunded upon request. Any credit balance less than \$ _____ will be applied on the succeeding month's bill.

C-1-90

THEREUPON, it is agreed that _____ pay to Lyda Gas Company, Inc. each month beginning with _____ by _____ Billing for gas service in the amount of \$ _____ under this Budget Billing Agreement, and shall pay in full annually the balance resulting from differences in actual usage and fixed amount paid each month in June Billing. If a credit balance (overpayment) exceeds \$ _____ it shall be refunded upon request. Any credit balance less than \$ _____ will be applied on the succeeding month's bill.

Executed at _____ Kentucky, this _____ day of _____ 19 _____

BY: _____ BY: Mary Hatbrook President

Consumer's Signature Signature Title

Form for filing Rate Schedules

For Elkhorn City, Pike Co., Ky.
Community, Town or City

P.S.C. NO. 9600-B

First Revised SHEET NO. 3

CANCELLING P.S.C. NO. 9600-A

SHEET NO. _____

Lyda Gas Co., Inc.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

	RATE PER UNIT
<u>Applicability:</u> Entire Area served	
<u>Availability:</u> To all customers served, domestic and commercial use, in Elkhorn City, Pike County, Kentucky.	
<u>Rates:</u> Monthly	10.4646
Minimum Bill (First 2 MCF or less)	
All over First 2 MCF	6.3623
PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE MAR 1 1990 PURSUANT TO 807 KAR 1:011, SECTION 9(1) BY: <u>George S. Lister</u> PUBLIC SERVICE COMMISSION MANAGER	

DATE OF ISSUE March, 01, 1990

DATE EFFECTIVE March, 01, 1990

ISSUED BY Mary Helms
Name of Officer

TITLE President

Issued by authority of an Order of the Public Service Commission of Kentucky
in Case No. 9600-B dated March, 01, 1990.

C-7-90