

TARIFF DISTRIBUTION

FILE PACKAGE NO.: KY-18-0061

DATE: December 19, 2018

STATE: KENTUCKY

EFFECTIVE DATE: 12/19/2018

TYPE OF DISTRIBUTION: Approved

PURPOSE: This is a cleanup only that will change PLGB Deposit Interest Language to match that of the GEGB.

TARIFF SECTION
H002

PAGE NUMBER
7.1

PAGE REVISION
0007

B2. TERMS AND CONDITIONS

B2.4 Payment Arrangements And Credit Allowances

B2.4.1 Payment Of Charges And Deposits

- A. The subscriber is responsible for payment of all appropriate charges for services. The subscriber will receive a monthly bill for services provided by the Company. The bill will include the subscriber's account number, the due date of the bill, the amount due, the period of time covered by the bill, and itemized charges as appropriate. All charges due by the subscriber are payable at the Company's Business Office or at any agency duly authorized to receive such payments. If objection in writing is not received by the Company within thirty days after the bill is rendered the account shall be deemed correct and binding upon the subscriber. Nonpayment of charges for service may result in interruption or discontinuance of any or all of the services furnished the subscriber.
- B. Applicants for service who have no account with the Company or whose financial responsibility is not a matter of general knowledge, may be required to make an advance payment at the time an application for service is placed with the Company, equal to the installation charges if applicable and at least one month's charges for the service provided. In addition, where the furnishing of service involves an unusual investment, applicants may be required to make payment in advance of such portion of the estimated cost of the installation or construction as is to be borne by them. The amount of the advance payment is credited to the customer's account as applying to any indebtedness of the customer for the service furnished.
- C. The Company may, in order to safeguard its interests, require an applicant or customer to make such deposit as the Company deems suitable to be held by the Company as a guarantee of the payment of charges. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's Terms and Conditions as to advance payments or the prompt payment of bills on presentation. At such time as the contract is terminated the amount of the deposit is credited to the customer's account and any credit balance which may remain is refunded. At the option of the Company such a deposit may be refunded or credited to the customer at any time prior to the termination of the contract.
- D. Interest will *accrue* on all sums held on deposit at the rate *prescribed by law beginning on the date of the deposit*. The interest will be applied as a credit to the customer's bill or will be paid to the customer on an annual basis. If the deposit is refunded or credited to the customer's bill prior to the deposit anniversary date, interest will be paid or credited to the customer's bill *prior to twelve (12) months from the deposit anniversary date or from the last interest payment date, interest will be paid or credited to the customer's bill* on a pro-rated basis. If interest is not credited to the customer's bill or paid to the customer annually, interest will be computed by a method which will result in an amount no less than that obtained by using a middle course method between simple and compound interest in compliance with Commission Order dated October 31, 1989 in Case No. 89-057. Interest on deposits computed in this manner will accrue until credited to the customer's bill or paid to the customer. (C)
- E. The customer is held responsible for the payment of all the charges for service and channels in accordance with the Company's regular billing and collection practice.
- F. A charge of \$30.00 will apply whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.
- G. At the option of the customer, all nonrecurring charges associated with an order for service may be billed over a three month period subject to the following:
- 50 percent (50%) of the total nonrecurring charges will be billed in the first monthly billing period after the charges are incurred, and 25 percent (25%) of the total nonrecurring charges plus an Extended Billing Plan Charge will be billed in each of the following two monthly billing periods.
 - The Extended Billing Plan Charge is calculated at a rate of 1.0 percent (1.0%) per month or 12 percent annually, on the unbilled balance of the nonrecurring charges.
 - If the customer disconnects service before the expiration of the plan period, all unbilled charges plus the Extended Billing Plan Charge, if applicable, will be included in the final bill rendered.
 - If the customer fails to make any of the payments prior to the next billing date, these late payment charges as specified in E will apply.
- H. A late payment charge of \$15.00 and an interest charge of 1.50 percent (1.50%) of the unpaid balance will apply to each business subscriber's bill with a balance greater than \$5.00 (including amounts billed in accordance with Billing and Collection Services) when any undisputed portion of a previous month's bill has not been paid in full prior to the next billing date. The 1.50 percent (1.50%) interest charge is applied to all new charges on a subscriber's previous month's bill which were not paid prior to the next billing date. State Agencies subject to KRS 45.454 shall be assessed late payment charges in accordance with that statute. Additional penalty charges shall not be assessed on unpaid penalty charges. Federal Government customers are exempt from late payment and/or interest charges.