

Delta Natural Gas Company, Inc.
Case No. 2021-00185
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 12/31/22; Base Period 12ME 8/31/21)

Filing Requirement
Tab 65 - 807 KAR 5:001 Section 16(8)(l)
Sponsoring Witness: John B. Brown

Description of Filing Requirement:

A narrative description and explanation of all proposed tariff changes.

Response:

Please refer to testimony of John B. Brown and William Steven Seelye and also refer to the Proposed Tariff Sheets under KAR 5:001 Section 16(1)(b)(3)[Tab No. 4] and the Side By Side Comparisons under KAR 5:001 Section 16(1)(b)(4)[Tab No. 5]. Additionally, Delta provides the following narrative explanations.

Delta collects a \$0.30 charge through its Energy Assistance Program Rider on Sheet No. 38 of its tariff. This \$0.30 charge is included in Delta's residential customer charge on its residential and farm tap rate schedules. On Original Sheet Nos. 2 and 6.2, Delta has proposed to remove the \$0.30 Energy Assistance Program rate from the customer charge. Delta made this proposal because it comports with the sample bill, which presents the \$0.30 as a separate line item.

On Original Sheet No. 5, the Interruptible Service tariff, Delta has expanded the description of "Character of Service." The description currently reads "Interruptible – within the reasonable limits of the Company's capability to provide such service." Under the proposed tariff, the "Character of Service" will now read: "Firm Service, as available. This rate schedule is designed to make available quantities of natural gas that Company may from time to time have available for sale without impairment of service to customers served under other higher priority rate schedules, and which can be supplied from Company's existing distribution system, subject to the provisions of this rate schedule. Company shall have the right to discontinue the supply of natural gas wholly or in part for such period or periods as, in the sole judgment of Company, may be necessary or advisable to enable it to supply the full gas requirements of its customers served under higher priority rate schedules. Nothing herein shall prevent Company from expanding its obligations under such other rate schedules. Company may decline to accept any additional contracts for service hereunder." These changes are being proposed to clarify the nature of this service.

Delta is also proposing new special charges applicable to farm tap customers on Original Sheet No. 6.2. This includes a \$150.00 installation fee and \$25.00 reconnection fee for farm tap customers. In the event of a transfer of ownership, continuance of service will be permitted upon the remittance of payment of the existing account balance from the previous owner, and a \$25.00 turn-on fee may apply. These changes are being proposed to comport with 807 KAR 5:026.

Delta is proposing new force majeure language on Original Sheet No. 20, which reads as follows: “Neither Company nor Customer shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts affecting the company or its supplier of gas, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming suspension. Such causes or contingencies affecting the performance hereunder by either Company or Customer, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either party from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered.” The purpose of this change is to clarify Delta’s and customers’ rights and responsibilities in force majeure situations and is consistent with other force majeure provisions in tariffs approved by the Kentucky Public Service Commission.