STIPULATION AND RECOMMENDATION

This Stipulation and Recommendation ("Stipulation") is entered into this <u>T</u>_____day of November 2021 by and among Delta Natural Gas Company, Inc. ("Delta") and the Attorney General of the Commonwealth of Kentucky, by and through the Office of Rate Intervention ("AG"). Delta and the AG are collectively described as the "Parties."

WITNESSETH:

WHEREAS, on May 28, 2021, Delta filed with the Kentucky Public Service Commission ("Commission") its Application, <u>In the Matter of: Electronic Application of Delta Natural Gas</u> <u>Company, Inc. for an Adjustment of Its Rates and a Certificate of Public Convenience and</u> <u>Necessity</u> ("Delta's Application"), and the Commission has established Case No. 2021-00185 to review Delta's Application, in which Delta requested a revenue increase of \$9,135,170 million ("Case");

WHEREAS, the AG has participated as a full intervenor in Case No. 2021-00185;

WHEREAS, an in-person meeting for the purpose of discussing settlement and the text of this Stipulation, attended by representatives of the Parties took place on October 28, 2021, during which a number of procedural and substantive issues were discussed, including potential settlement of all issues pending before the Commission in the Case;

WHEREAS, a second an in-person meeting for the purpose of discussing settlement and the text of this Stipulation, attended by representatives of the Parties and Commission Staff took place on November 4, 2021, during which a number of procedural and substantive issues were discussed, including potential settlement of all issues pending before the Commission in the Case;

WHEREAS, the Parties hereto unanimously desire to settle all the issues pending before the Commission in the Case;

WHEREAS, it is understood by all Parties hereto that this Stipulation is subject to the approval of the Commission, insofar as it constitutes an agreement by the Parties for settlement, and, absent express agreement stated herein, does not represent agreement on any specific claim, methodology, or theory supporting the appropriateness of any proposed or recommended adjustments to Delta's rates, terms, or conditions;

WHEREAS, the Parties agree that this Stipulation, viewed in its entirety, is a fair, just, and reasonable resolution of their issues resolved in this Stipulation; and

WHEREAS, the Parties believe sufficient and adequate data and information in the record of these proceedings support this Stipulation, and further believe the Commission should approve it without modifications or conditions; and

NOW, THEREFORE, for and in consideration of the promises and conditions set forth herein, the Parties hereby stipulate and agree as follows:

ARTICLE I. <u>REVENUE REQUIREMENTS</u>

1.1. Stipulated Items Used to Adjust Revenue Requirements. The Parties stipulate the following adjustments to the annual revenue used to determine the base rate increase. For purposes of determining fair, just and reasonable rates for Delta in this Case the Parties stipulate the adjustments below. The overall base rate revenue requirement increases resulting from the stipulated adjustments is \$5,645,767. The Parties stipulate that increases in annual revenues for Delta should be effective for service rendered on and after January 1, 2022.

1.2. Items Reflected in Stipulated Revenue Requirement Increase. The Parties agree that the stipulated revenue requirement increase described in Section 1.1 was calculated by beginning with Delta's revenue requirement increase as presented and supported by Delta as subsequently adjusted by Delta's update filings and adjusting them as described further in this section. The Parties ask and recommend the Commission accept these adjustments as reasonable without modification:

(A) **Return on Equity.** The Parties stipulate a return on equity of 9.30% for Delta, and the stipulated revenue requirement increase provided above for Delta's operations reflect that return on equity as applied to Delta's rate base and capital structure underlying their originally proposed revenue requirement increases as subsequently adjusted by Delta's update filings and this Stipulation. Use of a 9.30% return on equity reduces Delta's revenue requirement increases by \$1,533,605.

(B) **Depreciation Rates.** The Parties stipulate to the use of depreciation rates proposed by Delta in their Application.

(C) **Rate Base.** The Parties stipulate that the revenue requirement is calculated on a rate base method in the amount of \$134,688,776.

1.3. Summary Calculation of Revenue Requirement Increase. The table below shows the calculation of the stipulated revenue requirement increases as adjusted from the revenue requirement increases requested in Delta's Application:

Item	(\$M)
Revenue Requirement in Application	9.135
Revenue Requirement in Base Period Update	7.424
9.30% Return on Equity	(1.534)
Reset Cash Working Capital to \$0	(.195)
Reclassify 1.76% of long-term debt to short-term debt	(.049)

A complete presentation of the revenue requirement and summary of the adjustments agreed to by the Parties is attached as Stipulation Exhibit 1.

ARTICLE II. <u>REVENUE ALLOCATION AND RATE DESIGN</u>

2.1. Revenue Allocation and Rate Design. The Parties hereto agree that the allocation of the increases in annual revenues and the rate design for Delta, as set forth on the schedule designated Stipulation Exhibit 2 attached hereto, are fair, just, and reasonable.

2.2. Tariff Sheets. The Parties hereto recommend to the Commission that, effective January 1, 2022, Delta shall implement the tariff sheets in Stipulation Exhibit 3 attached hereto.

2.3. Residential Customer Charge. As set forth in Stipulation Exhibit 2, the customer charge for residential service shall increase by \$3.30 from \$20.70 to \$24.00, which is a reduction from the original proposed customer charge of \$29.03.

2.4. TREATMENT OF CERTAIN SPECIFIC ISSUES

2.5. Withdraw of Request for CPCN. The Parties agree to Delta withdrawing its request for Certificate of Public Convenience and Necessity ("CPCN") to construct a pipeline to

provide a second supply feed into the Nicholasville and Wilmore systems. Delta's withdrawal is without prejudice, as Delta plans to file a separate proceeding for a CPCN in 2022.

2.6. Rate Case Expense. The Parties agree that Delta should recover its actual rate case expense, to be determined by Delta's final monthly update to be filed on or before December 15, 2021, over a three-year period, without carrying charges, and may be deferred, amortized and recovered beginning on the effective date of the revised tariffs.

2.7. Pipe Replacement Program. The Parties agree that the existing revenue requirement associated with Delta's Pipe Replacement Program tariff will be rolled into and included in base rates and the Pipe Replacement Program charge shall be reset to \$0 upon the effective date of Delta's new base rates and that Delta's proposed revisions to the tariff should be approved.

2.8. Capital Structure. The Parties agree that the capital structure on which the revenue requirement is calculated is: 51.72% equity, 46.52% long-term debt, and 1.76% short-term debt.

2.9. All Other Relief Requested by Delta to Be Approved as Filed. The Parties recommend to the Commission that, except as modified in this Stipulation and the exhibits attached hereto, all other relief requested in the Delta's filings in this Rate Proceeding, including without limitation all rates, terms, conditions, and deferral accounting, should be approved as filed or as later corrected or amended by Delta in responses to data requests.

ARTICLE III. MISCELLANEOUS PROVISIONS

3.1. Except as specifically stated otherwise in this Stipulation, entering into this Stipulation shall not be deemed in any respect to constitute an admission by any of the Parties that

any computation, formula, allegation, assertion or contention made by any other party in this Rate Proceeding is true or valid.

3.2. The Parties agree that the foregoing Stipulation represents a fair, just, and reasonable resolution of the issues addressed herein and request that the Commission approve the Stipulation.

3.3. Following the execution of this Stipulation, the Parties shall cause the Stipulation to be filed with the Commission on or about November 9, 2021, together with a request to the Commission for consideration and approval of this Stipulation for rates to become effective for service rendered on and after January 1, 2022.

3.4. This Stipulation is subject to the acceptance of, and approval by, the Commission. The Parties agree to act in good faith and to use their best efforts to recommend to the Commission that this Stipulation be accepted and approved. The Parties commit to notify immediately any other Party of any perceived violation of this provision, so the Party may have an opportunity to cure any perceived violation, and all Parties commit to work in good faith to address and remedy promptly any such perceived violation. In all events, counsel for all Parties will represent to the Commission that the Stipulation is a fair, just, and reasonable means of resolving all issues in these proceedings that are the subject of this Stipulation and will clearly and definitively ask the Commission to accept and approve the Stipulation as such.

3.5. If the Commission issues an order adopting this Stipulation in its entirety and without additional conditions, each of the Parties agrees that it shall file neither an application for rehearing with the Commission, nor an appeal to the Franklin Circuit Court with respect to such order.

3.6. If the Commission does not accept and approve this Stipulation in its entirety, then any adversely affected Party may withdraw from the Stipulation within the statutory periods provided for rehearing and appeal of the Commission's order by (1) giving notice of withdrawal to the other Party and (2) timely filing for rehearing or appeal. If any Party timely seeks rehearing of or appeals the Commission's order, all Parties will continue to have the right to withdraw until the conclusion of all rehearings and appeals. Upon the latter of (1) the expiration of the statutory periods provided for rehearing and appeal of the Commission's order and (2) the conclusion of all rehearings and appeals of the Commission's order and (2) the conclusion of all rehearings and appeal of the Commission's order and (2) the conclusion of all rehearings and appeal of the Commission's order and (2) the conclusion of all rehearings and appeals that have not withdrawn will continue to be bound by the terms of the Stipulation as modified by the Commission's order.

3.7. If the Stipulation is voided or vacated for any reason after the Commission has approved the Stipulation, none of the Parties will be bound by the Stipulation.

3.8. The Stipulation shall in no way be deemed to affect or diminish the jurisdiction of the Commission of jurisdiction under Chapter 278 of the Kentucky Revised Statutes.

3.9. The Stipulation shall inure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

3.10. The Stipulation constitutes the complete agreement and understanding among the Parties, and any and all oral statements, representations, or agreements made prior hereto or contemporaneously herewith shall be null and void and shall be deemed to have been merged into the Stipulation.

3.11. The Parties agree that, for the purpose of the Stipulation only, the terms are based upon the independent analysis of the Parties to reflect a fair, just, and reasonable resolution of the issues herein and are the product of compromise and negotiation.

3.12. The Parties agree that neither the Stipulation nor any of its terms shall be admissible in any court or commission except insofar as such court or commission is addressing litigation arising out of the implementation of the terms herein, the approval of this Stipulation, or a Party's compliance with this Stipulation. This Stipulation shall not have any precedential value in this or any other jurisdiction.

3.13. The signatories hereto warrant that they have appropriately informed, advised, and consulted their respective Parties in regard to the contents and significance of this Stipulation and based upon the foregoing are authorized to execute this Stipulation on behalf of their respective Parties.

3.14. The Parties agree that this Stipulation is a product of negotiation among all Parties hereto, and no provision of this Stipulation shall be strictly construed in favor of or against any Party. Notwithstanding anything contained in the Stipulation, the Parties recognize and agree that the effects, if any, of any future events upon the operating income of the Delta is unknown and this Stipulation shall be implemented as written.

3.15. The Parties agree that this Stipulation may be executed in multiple counterparts.

[Signature Pages Follow]

APPENDIX A: LIST OF STIPULATION EXHIBITS

Stipulation Exhibit 1:Revenue Requirement and Summary of AdjustmentsStipulation Exhibit 2:Revenue Allocation and Rate Design SchedulesStipulation Exhibit 3:Tariff

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures.

Delta Natural Gas Company, Inc.

HAVE SEEN AND AGREED:

Attorney General for the Commonwealth of Kentucky, by and through the Office of Rate Intervention

HAVE SEEN AND AGREED:

Flore Th By: Michael West

John G. Horne II

Delta 2021 Rate Case Stipulated Revenue Requirement and Adjustments

						Net		
				Revenue	Net Reduction	Increase		
				Requirement	Addressed by	Requesed	Net Proposed	
Post Filing Version	Amount	Adjustment Line Item	Tax Impact	Impact	AG	by Delta	Reduction	Check Figure
AS FILED			2,512,596	9,135,170				
01 To Correct Operating Income Formula	148,331	Revenue	49,312	197,644		197,644	197,644	
02 Tax Adjustments	(1,034,152)	Taxes	(1,034,152)	(1,027,568)	(1,027,568)		(1,027,568)	
03 Non-Recurring IT	(275,508)	Operating Expense	(1,080)	(279,837)	(279,837)		(279,837)	
04 Pension Actuarial Update	(377,671)	Operating Expense	(1,480)	(383,604)	(383,604)		(383,604)	
05 SERP Expense	(237,779)	Operating Expense	(932)	(241,514)	(241,514)		(241,514)	
06 Remove AP in Prepaids and CWIP	(131,383)	Rate Base	(3,381)	(13,552)	(13,552)		(13,552)	
07 Affiliate Payroll	(59,370)	Operating Expense	(233)	(60,302)	(60,302)		(60,302)	
08 Estimated Rate Case Expense Increase	90,000	Operating Expense	353	91,413		91,413	91,413	
09 Lobbying and Dues	(2,191)	Operating Expense	(9)	(2,225)	(2,225)		(2,225)	
10 Add Uncollect and PSC to GU	8,446	Taxes	8,446	8,446	8,446	-	8,446	
Subtotal			1,529,440	7,424,071	(2,000,156)	289,057	(1,711,099)	
11 Reset cash working capital to 0	(1,893,053)	Rate Base	(48,980)	(195,498)	(195,498)		(195,498)	
12 Reclassify 1.76% debt from LT to ST	(51,230)	Interest	508	(49,201)	(49,201)		(49,201)	
13 Reduce return on equity from 10.95% to 9.3%	(1,149,378)	Return on Rate Base	(384,226)	(1,533,605)	(1,533,605)		(1,533,605)	
14 Increase GCR to current rate	1,514,037	Gas Cost					_	
Total			1,096,742	5,645,767	(3,778,460)	289,057	(3,489,403)	(3,489,403)
				61.8%			38.2%	

DATA: ____ BASE PERIOD __X__ FORECAST PERIOD TYPE OF FILING: __X__ ORIGINAL ____ UPDATED _____ REVISED WORK PAPER REFERENCE NO(S): SCHEDULE M 2.1 Witness: W.S. Seelye Page 1 of 1

	Total Revenue	Total Revenue	Change in	Percent	
	 at Current Rates	t Current Rates at Pro		Total Revenue	Change
Residential	\$ 23,486,718	\$	25,821,240	\$ 2,334,522	9.94%
Small Non-Residential	\$ 7,232,112	\$	8,266,989	\$ 1,034,876	14.31%
Large Non-Residential	\$ 11,978,224	\$	13,800,425	\$ 1,822,201	15.21%
Interruptible Service	\$ 2,127,828	\$	2,127,804	\$ (24)	0.00%
Special Contracts	\$ 354,922	\$	444,761	\$ 89 <i>,</i> 839	25.31%
Farm Tap	\$ 2,866,391	\$	2,914,546	\$ 48,155	1.68%
Off-System Transportation	\$ 2,699,723	\$	3,015,933	\$ 316,210	11.71%
Subtotal	\$ 50,745,919	\$	56,391,698	\$ 5,645,779	11.13%
Other Operating Revenues:					
Miscellaneous Service Revenues	\$ 82,420	\$	82,420	\$ -	0.0%
Total	\$ 50,828,339	\$	56,474,118	\$ 5,645,779	11.1%

DELTA NATURAL GAS COMPANY CASE NO. 2021-00185 AVERAGE BILL COMPARISON AT CURRENT AND PROPOSED RATES FOR THE 12 MONTHS ENDED DECEMBER 31, 2022

DATA:	BASE	PER		_X	FORECAST PERIOD	
TYPE OF FILI	NG:	_X	ORIG	INAL	UPDATED	REVISED
WORK PAPE	R REF	EREN	ICE N	O(S):		

SCHEDULE M 2.2 Witness: W.S. Seelye Page 1 of 1

	Customer	Forecasted	Average	Average Bill		Average Bill	Change in	Percent
	Months	MCF	Usage Per MCF	at Current Rates	i	at Proposed Rates	Average Bill	Change
Residential (Sales)	365,245	1,385,177	3.8	61.50	\$	67.09	\$ 5.58	9.1%
Small Non-Residential (Sales)	50,569	489,342	9.7	\$ 134.59	\$	152.55	\$ 17.96	13.3%
Large Non-Residential (Sales)	10,668	736,645	69.1	\$ 866.79	\$	991.60	\$ 124.81	14.4%
Interruptible	429	1,630,649	3,801.0	\$ 5,390.35	\$	5,583.40	\$ 193.05	3.6%
Transportation Off-System	108	9,553,161	88,455.2	\$ 24,997.44	\$	28,827.55	\$ 3,830.11	15.3%
Farm Tap (Sales)	39,400	212,047	5.4	\$ 73.05	\$	74.25	\$ 1.21	1.7%
Residential (Transportation)	335	1,315	3.9	\$ 38.81	\$	44.49	\$ 5.68	14.6%
Small Non-Residential (Transportation)	1,336	19,019	14.2	\$ 95.00	\$	116.32	\$ 21.32	22.4%
Large Non-Residential (Transportation)	1,367	1,512,104	1,106.1	\$ 3,346.10	\$	4,134.52	\$ 788.42	23.6%
Special Contract	36	2,282,421	63,400.6	\$ 9 <i>,</i> 858.95	\$	12,354.48	\$ 2,495.53	25.3%

DELTA NAtURAL GAS COMPANY CASE NO. 2021-00185 SUMMARY OF PROPOSED REVENUE INCREASE FOR THE 12 MONTHS ENDED DECEMBER 31, 2022

DATA: ____ BASE PERIOD __X__ FORECAST PERIOD TYPE OF FILING: __X_ ORIGINAL ____ UPDATED ____ REVISED WORK PAPER REFERENCE NO(S):

SCHEDULE M 2.3 Witness: W.S. Seelye Page 1 of 8

	Base Rate Revenue	GCR Revenue	Total Current Revenue	Increase	Percent Change
Residential	\$ 15,058,468	\$ 8,428,250	\$ 23,486,718	2,334,522	9.9%
Small Non-Residential	\$ 4,254,660	\$ 2,977,453	\$ 7,232,112	\$ 1,034,876	14.3%
Large Non-Residential	\$ 7,496,034	\$ 4,482,190	\$ 11,978,224	\$ 1,822,201	15.2%
Interruptible Service	\$ 1,970,008	\$ 157,820	\$ 2,127,828	\$ (24)	0.0%
Special Contracts	\$ 354,922	\$ -	\$ 354,922	\$ 89,839	25.3%
Farm Tap	\$ 1,576,167	\$ 1,290,224	\$ 2,866,391	\$ 48,155	1.7%
Off-System Transportation	\$ 2,699,723	\$ -	\$ 2,699,723	\$ 316,210	11.7%
Subtotal	\$ 33,409,983	\$ 17,335,936	\$ 50,745,919	\$ 5,645,779	11.1%
Other Operating Revenues:					
Miscellaneous Service Revenues	\$ 82,420		\$ 82,420		
Total	\$ 33,492,403	\$ 17,335,936	\$ 50,828,339	\$ 5,645,779	11.1%

DATA: ____ BASE PERIOD __X__ FORECAST PERIOD TYPE OF FILING: __X__ ORIGINAL _____ UPDATED _____ REVISED WORK PAPER REFERENCE NO(S):

SCHEDULE M 2.3 Witness: W.S. Seelye

Proposed Rate

Rate

24.00

-

24.00

\$

\$

\$

\$

Billing

Units

Customer Months Per Customer 365,580 \$

365,580 \$

365,580 \$

\$

	Current Rates A	fter Removing	g Farm Tap Customers
Residential	Billing		Calculated
	Units	Rate	Billings

Facilities Charge

	Customer Months	Per Cı	istomer	
Customer Charge	365,580	\$	20.70	\$ 7,567,506
Pipeline Replacement	365,580	\$	5.10	\$ 1,864,458
Tax Cut and Job Act Surcredit	365,580	\$	(3.83)	\$ (1,400,171)
Total		\$	21.97	\$ 8,031,793

Gas Charge

	mcf	Per	mcf	
Sales	1,401,423	\$	4.3185	\$ 6,052,047
Transportation	1,315	\$	4.3185	\$ 5,680
WNA				\$ 918,410
	1,402,739			\$ 6,976,136
Total Base Rate Revenue				\$ 15,007,929
Correction Factor				100.006%
Base Rate Revenue After Application of Corr	ection Factor			\$ 15,008,775
Temperature Normalization Adjustment	(16,246)	\$	4.3185	\$ (70,158)
Total Base Rate Revenue				\$ 14,938,616
CEP Lost Revenue				\$ 119,852
Gas Cost Recovery (GCR)	1,385,177	\$	6.0846	\$ 8,428,250
Total Revenue				\$ 23,486,718

Gas Charge				
	mcf	Per c	ccf	
Sales	1,401,423	\$	5.2539	\$ 7,362,938
Transportation	1,315	\$	5.2539	\$ 6,910
WNA				\$ 1,213,747
				\$ 8,583,595
Total Base Rate Revenue				\$ 17,357,515
Correction Factor				100.006%
Base Rate Revenue After Application of Corr	rection Factor			\$ 17,358,493
Temperature Normalization Adjustment	(16,246)	\$	5.2539	\$ (85,355)
Total Base Rate Revenue				\$ 17,273,139
CEP Lost Revenue				\$ 119,852
Gas Cost Recovery (GCR)	1,385,177	\$	6.0846	\$ 8,428,250
Total Revenue				\$ 25,821,240
Increase				\$ 2,334,522
Percent Increase				9.94%

Page 2 of 8

Calculated

8,773,920

8,773,920

-

-

Billings

G

Total

Facilities Charge

Customer Charge

Pipeline Replacement

Tax Cut and Job Act Surcredit

DATA: _____ BASE PERIOD ___X__ FORECAST PERIOD TYPE OF FILING: __X__ORIGINAL _____ UPDATED _____ REVISED WORK PAPER REFERENCE NO(S):

SCHEDULE M 2.3 Witness: W.S. Seelye Page 3 of 8

Calculated

2,304,582

2,304,582

-

-

Billings

Proposed Rate

44.40

-

44.40

\$

\$

\$

\$

Rate

Per Customer

Billing

Customer Months

Units

51,905 \$

51,905 \$

51,905 \$

\$

		Current Rates	
Small Non-Residential	Billing		Calculated
	Units	Rate	Billings

Facilities Charge

	Customer Months	Per (Customer	
Customer Charge	51,905	\$	31.20	\$ 1,619,436
Pipeline Replacement	51,905	\$	9.77	\$ 507,112
Tax Cut and Job Act Surcredit	51,905	\$	(7.29)	\$ (378,387)
Total		\$	33.68	\$ 1,748,160

Gas Charge

	mcf	Per	mcf	
Sales	493,224	\$	4.3185	\$ 2,129,988
Transportation	19,019	\$	4.3185	\$ 82,135
WNA				\$ 309,493
	512,243			\$ 2,521,616
Total Base Rate Revenue				\$ 4,269,776
Correction Factor				100.039%
Base Rate Revenue After Application of Co	rrection Factor			\$ 4,271,423
Temperature Normalization Adjustment	(3,882)	\$	4.3185	\$ (16,763)
Total Base Rate Revenue				\$ 4,254,660
Gas Cost Recovery (GCR)	489,342	\$	6.0846	\$ 2,977,453
Total Revenue				\$ 7,232,112

Gas Charge				
	mcf	Per	ccf	
Sales	493,224	\$	5.0651	\$ 2,498,229
Transportation	19,019	\$	5.0651	\$ 96,335
WNA				\$ 408,005
	512,243			\$ 3,002,568
Total Base Rate Revenue				\$ 5,307,150
Correction Factor				100.039%
Base Rate Revenue After Application	of Correction Factor			\$ 5,309,197
Temperature Normalization Adjustme	(3,882)	\$	5.0651	\$ (19,661)
Total Base Rate Revenue				\$ 5,289,536
Gas Cost Recovery (GCR)	489,342	\$	6.0846	\$ 2,977,453
Total Revenue				\$ 8,266,989
Increase				\$ 1,034,876
Percent Increase				14.3%

Facilities Charge

Total

Customer Charge

Pipeline Replacement

Tax Cut and Job Act Surcredit

DATA: _____ BASE PERIOD ___X__ FORECAST PERIOD TYPE OF FILING: __X_ ORIGINAL ____ UPDATED _____ REVISED WORK PAPER REFERENCE NO(S):

SCHEDULE M 2.3 Witness: W.S. Seelye Page 4 of 8

		Current Rates			Proposed Rate	
Large Non-Residential	Billing		Calculated	Billing		Calculated
	Units	Rate	Billings	 Units	Rate	Billings

Facilities Charge

Gas Charge

Facilities Charge

	Customer Months	Per C	ustomer	
Customer Charge	12,023	\$	131.00	\$ 1,575,013
Union College	12	\$	786.00	\$ 9,432
Pipeline Replacement	12,023	\$	71.52	\$ 859,885
Tax Cut and Job Act Surcredit	12,035	\$	(54.58)	\$ (656,870)
Total		\$	147.94	\$ 1,787,460

	Customer Months	Per	Customer	
Customer Charge	12,023	\$	195.04	\$ 2,344,966
Union College	12	\$	786.00	\$ 9,432
Pipeline Replacement	12,023	\$	-	\$ -
Tax Cut and Job Act Surcredit	12,035	\$	-	\$ -
Total		\$	981.04	\$ 2,354,398

Gas Charge

mcf	Per m	cf		
644,755	\$	4.3185	\$	2,784,376
365,326	\$	2.6696	\$	975,275
539,345	\$	1.8735	\$	1,010,462
283,857	\$	1.4735	\$	418,264
415,465	\$	1.2735	\$	529,095
			\$	-
2,248,749			\$	5,717,471
			\$	7,504,931
				99.881%
tor			\$	7,496,034
736,645	\$	6.0846	\$	4,482,190
			\$	11,978,224
	644,755 365,326 539,345 283,857 415,465 2,248,749	644,755 \$ 365,326 \$ 539,345 \$ 283,857 \$ 415,465 \$ 2,248,749	644,755 \$ 4.3185 365,326 \$ 2.6696 539,345 \$ 1.8735 283,857 \$ 1.4735 415,465 \$ 1.2735 2,248,749	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$

B1				
	mcf	Per ccf		
1 - 200 MCF	644,755	\$	5.4431	\$ 3,509,468
201 - 1,000 MCF	365,326	\$	3.2692	\$ 1,194,324
1,001 - 5,000 MCF	539,345	\$	2.2196	\$ 1,197,129
5,001 - 10,000 MCF	283,857	\$	1.6924	\$ 480,400
Over 10,000 MCF	415,465	\$	1.4287	\$ 593,575
WNA	-			\$ -
	2,248,749			\$ 6,974,896
Total Base Rate Revenue				\$ 9,329,294
Correction Factor				99.881%
Base Rate Revenue After Application	of Correction Factor			\$ 9,318,235
Gas Cost Recovery (GCR)	736,645	\$	6.0846	\$ 4,482,190
Total Revenue				\$ 13,800,425
Increase				\$ 1,822,201
Percent Increase				15.2%

DATA: _____BASE PERIOD __X___FORECAST PERIOD TYPE OF FILING: __X__ORIGINAL _____UPDATED _____ REVISED WORK PAPER REFERENCE NO(S):

		Current Rat	e
Interruptible Service	Billing		Calculated
	Units	Rate	Billings

Facilities Charge

	Customer Months	Per	Customer	
Customer Charge	417	\$	250.00	\$ 104,250
Customer Charge	12	\$	500.00	\$ 6,000
Pipeline Replacement	429	\$	549.64	\$ 235,796
Tax Cut and Job Act Surcredit	282	\$	(370.49)	\$ (104,478)
Total		\$	429.15	\$ 241,567

Gas Charge

	mcf	Per m	cf	
Block 1 (1 - 1,000 Mcf)	295,267	\$	1.6000	\$ 472,428
Block 2 (1,001 - 5,000 Mcf)	663,962	\$	1.2000	\$ 796,754
Block 3 (5,001 - 10,000 Mcf)	282,098	\$	0.8000	\$ 225,678
Block 4 (Over 10,000 Mcf)	389,322	\$	0.6000	\$ 233,593
WNA				\$ -
	1,630,649			\$ 1,728,453
Total Base Rate Revenue				\$ 1,970,021
Correction Factor				99.999%
Base Rate Revenue After Application of C	orrection Factor			\$ 1,970,008
Gas Cost Recovery (GCR)	25,938	\$	6.0846	\$ 157,820
Total Revenue				\$ 2,127,828

Customer Charge

Facilities Charge

Customer Charge	417	\$ 267.85	\$ 111,693.45
Customer Charge	12	\$ 535.71	\$ 6,428.52
Pipeline Replacement	429	\$ -	\$ -
Tax Cut and Job Act Surcredit	282	\$ -	\$ -
			\$ 118,121.97

Billing

Units

Customer Months Per Customer

Gas Charge				
	mcf	Per ccf		
Block 1 (1 - 1,000 Mcf)	295,267	\$	1.7143	\$ 506,177
Block 2 (1,001 - 5,000 Mcf)	663,962	\$	1.2857	\$ 853,656
Block 3 (5,001 - 10,000 Mcf)	282,098	\$	0.8571	\$ 241,786
Block 4 (Over 10,000 Mcf)	389,322	\$	0.6428	\$ 250,256
WNA				\$ -
	1,630,649			\$ 1,851,875
Total Base Rate Revenue				\$ 1,969,997
Correction Factor				99.999%
Base Rate Revenue After Application of C	Correction Factor			\$ 1,969,984
Gas Cost Recovery (GCR)				\$ 157,820
Total Revenue				\$ 2,127,804
Increase				\$ (24)
Percent Increase				0.0%

SCHEDULE M 2.3 Witness: W.S. Seelye Page 5 of 8

Calculated

Billings

Proposed Rate

Rate

DATA: _____BASE PERIOD __X___FORECAST PERIOD TYPE OF FILING: __X__ ORIGINAL _____ UPDATED _____ REVISED WORK PAPER REFERENCE NO(S):

							1
		Current Rates				Proposed Rate	
Special Contracts	Billing		Calculated		Billing		Calculated
	Units	Rate	Billings		Units	Rate	Billings
Facilities Charge				Facilities Charge			
	Customer Months Per G	Customer			Customer Months Per		
Customer Charge	36 \$	-	\$ -	Customer Charge	36 \$	-	\$ -
Gas Charge				Gas Charge			
	mcf Per n	ncf			mcf Per	· ccf	
SC 1	1,111,843 \$	0.1100	\$ 122,303	SC 1	1,111,843 \$	0.1343	\$ 149,321
SC 2/SC 3 Block 1	275,433 \$	0.4800	\$ 132,208	SC 2/SC 3 Block 1	275,433 \$	0.6271	\$ 172,724
SC 2/SC 3 Block 2	180,000 \$	0.2400	\$ 43,200	SC 2/SC 3 Block 2	180,000 \$	0.3075	\$ 55,350
SC 2/SC 3 Block 3	715,146 \$	0.0800	\$ 57,212	SC 2/SC 3 Block 3	715,146 \$	0.0942	\$ 67,367
WNA			\$ -	WNA			\$ -
			\$ 354,922		2,282,421		\$ 444,761
Total Base Rate Revenue			\$ 354,922	Total Base Rate Revenue			\$ 444,761
Correction Factor			100.000%	Correction Factor			100.000%
Base Rate Revenue After Application of Correction	Factor		\$ 354,922	Base Rate Revenue After Ap	plication of Correction Facto	or	\$ 444,761
				Increase			\$ 89,839

Percent Increase

SCHEDULE M 2.3 Witness: W.S. Seelye Page 6 of 8

25.3%

DATA: _____ BASE PERIOD __X__ FORECAST PERIOD TYPE OF FILING: __X_ ORIGINAL ____ UPDATED _____ REVISED WORK PAPER REFERENCE NO(S):

SCHEDULE M 2.3 Witness: W.S. Seelye Page 7 of 8

> Calculated Billings

> > 945,600

945,600

683,089

-

-

683,089

1,628,689 99.732%

1,624,323

1,290,224

2,914,546

48,155

1.7%

Proposed Rate

24.00

24.00

3.2214

3.2214

-

6.0846

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

	Current Rates	After	Adding Delta F	`arm Ta	p Customers			Pro	oposed R
Farm Tap	Billing Units	ş	Rate		Calculated Billings		Billing Units	ş	Rate
Facilities Charge						Facilities Charge			
	Customer Months	Per (Customer				Customer Months	Per Cu:	stomer
Customer Charge	39,400	\$	20.70	\$	815,580	Facilities Fee	39,400	\$	24.
Tax Cut and Job Act Surcredit	39,400	\$	(3.83)	\$	(150,902)	Infrastructure Replacement Ri	i 39,400	\$	-
Total			. ,	\$	664,678	Total		\$	24.
Gas Charge						Gas Charge			
-	mcf	Per n	ncf			-	mcf	Per ccf	;
Sales	212,047	\$	4.3185	\$	915,727	Sales	212,047	\$	3.22
Transportation	-	\$	4.3185	\$	-	Transportation	-	\$	3.22
WNA				\$	-	WNA		\$	
				\$	915,727				
Total Base Rate Revenue				\$	1,580,405	Total Base Rate Revenue			
Correction Factor					99.732%	Correction Factor			
Base Rate Revenue After Application o	f Correction Factor			\$	1,576,167	Base Rate Revenue After Applica	ation of Correction I	Factor	
Gas Cost Recovery (GCR)	212,047	\$	6.0846	\$	1,290,224	Gas Cost Recovery (GCR)	212,047	\$	6.08
Total Revenue				\$	2,866,391	Total Revenue			

Increase

Percent Increase

DATA: _____BASE PERIOD __X___FORECAST PERIOD TYPE OF FILING: __X__ ORIGINAL _____ UPDATED _____ REVISED WORK PAPER REFERENCE NO(S):

SCHEDULE M 2.3 Witness: W.S. Seelye Page 8 of 8

	Current Rates			Proposed Rate	e	
Off-System Transportation	Billing	Calculated	Billing	_		Calculate
	Units Rate	Billings	Units	Rate		Billing
Facilities Charge			Facilities Charge			
Customer Charge	Customer Months Per Customer 108 \$	\$ -	Customer Charge $\frac{Customer Months}{108}$ Per	Customer -	\$	-
Gas Charge	mcf Per mcf		Gas Charge mcf Per	mcf		
Transportation	9,553,161 \$ 0.2826	\$ 2,699,723	Transportation 9,553,161 \$	0.3157	\$	3,015,933
WNA		\$ 	WNA		\$	
	9,553,161	\$ 2,699,723			\$	3,015,933
Total Base Rate		\$ 2,699,723	Total Base Rate Revenue		\$	3,015,933
Base Rate Book Revenue		\$ 2,699,723	Correction Factor			100.0009
Difference		\$ -	Base Rate Revenue After Application of Correction Factor		\$	3,015,933
Correction Factor		100.000%	Gas Cost Recovery (GCR)		\$	-
Gas Cost Recovery (GCR)		\$ -	Total Revenue		\$	3,015,933
Total Calculated Revenue		\$ 2,699,723	Increase		\$	316,210

Percent Increase 11.7%

PSC No. 13

Cancelling PSC No. 12

DELTA NATURAL GAS COMPANY, INC.

3617 Lexington Road

Winchester, Kentucky

Rates, Rules and Regulations for Furnishing

NATURAL GAS SERVICE

in

Entire Service Area of the Company

Filed with the

PUBLIC SERVICE COMMISSION OF KENTUCKY

Issued May 28, 2021 Effective July 1, 2021

Issued by

JOHN B. BROWN, PRESIDENT

TABLE OF CONTENTS		
Rate Schedules Residential Small Non-Residential Large Non-Residential Interruptible Service Farm Tap Service	<u>Sheet Number</u> 2 3 4 5 - 6 6.1 - 6.2	(Т)
Transportation of Gas for Others: On-System Utilization Off-System Utilization	7 – 9 10 – 11	(')
Standby Service Rate Schedule	12	
Gas Cost Adjustment Clause	13 - 14	
Special Charges	15 – 16	
Rules and Regulations	17 – 34	
Weather Normalization Adjustment Clause	35 - 36	
Rider for Gas Technology Institute Research & Development	37	
Energy Assistance Program Rider	38	
Conservation/Efficiency Program Cost Recovery	39 – 42	
Pipe Replacement Program	43	
Efficient Natural Gas Appliance Rebate Program	44	
Sample Bill	45 - 46	(T)
		(T)

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President

(R)

CLASSIFICATION OF SERVICE – RATE SCHEDULES RESIDENTIAL

APPLICABILITY

Applicable within all areas served by Delta. See Tariff Sheet No. 17.

AVAILABILITY

Available for use by residential customers.

CHARACTER OF SERVICE

Firm - within the reasonable limits of the Company's capability to provide such service.

RATES

	Gas Cost		
	Recovery Rate		
	Base Rate + (GCR)**	= <u>Total Rate</u>	
Customer Charge*	\$ 2 <u>4.00<mark>9.03000</mark></u>	\$2 <u>4.00</u> 9.03000	(I)
All Mcf***	\$ <u>5.2539</u> 5.70720 \$ <u>6.0846</u> 5.55320	\$11. <u>3385</u> 26040 / per 1.0 Mcf	(I)

- * Residential rates are subject to a \$0.30 fee collected under Delta's Energy Assistance Program Tariff Rider as (T) set forth on Sheet No. 38 of this tariff. The fee is not included in the Customer Charge. (T)
- ** The "Gas Cost Recovery Rate (GCR)" as shown above, is an adjustment per Mcf determined in accordance with the "Gas Cost Adjustment Clause" as set forth on Sheets No. 13 and 14 of this tariff.
- *** Residential rates are subject to the "Conservation/Efficiency Program Cost Recovery Component (CEPRC)" of .09180/Mcf. The CEPRC is an adjustment determined in accordance with the Conservation/Efficiency Program Cost Recovery as set forth on Sheets 39 42 of this tariff.

Residential rates are subject to a Pipe Replacement Program charge of \$0.00, as determined in accordance with the Pipe Replacement Program Rider as set forth on Sheet 43 of this tariff. (D)

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: /s/ John B. Brown John B. Brown, President

CLASSIFICATION OF SERVICE – RATE SCHEDULES SMALL NON-RESIDENTIAL*

APPLICABILITY

Applicable within all areas served by Delta. See Tariff Sheet No. 17.

AVAILABILITY

Available for use by small non-residential customers.

CHARACTER OF SERVICE

Firm - within the reasonable limits of the Company's capability to provide such service.

RATES

		Gas Cost		
		Recovery Rate		
	Base Rate	+ <u>(GCR)**</u>	= <u>Total Rate</u>	
Customer Charge*	\$ 44.40		\$ 44.40	(I)
All Mcf***	\$ 5. <u>0651</u> 69310	\$ <u>6.0846</u> 5.55320	\$ 11. 24630 - <u>1497</u> / per 1.0 Mcf	(1)

TERMS AND CONDITIONS

For a customer that is utilizing transportation service and has under deliveries of transportation gas to Delta's system, and/or requests to revert to the Small Non-Residential or Interruptible Service rate schedule, Delta may require a written contract providing for a continuance of service under the Small Non-Residential or Interruptible Service rate schedule for a minimum term of twelve months beginning with the date service reverts to the Small Non-Residential or Interruptible Service rate schedule for a minimum term of twelve months beginning with the date service reverts to the Small Non-Residential or Interruptible Service rate schedule.

* Meter no larger than AL425

** The "Gas Cost Recovery Rate (GCR)" as shown above, is an adjustment per Mcf determined in accordance with the "Gas Cost Adjustment Clause" as set forth on Sheets No. 13 and 14 of this tariff.

Small Non-Residential rates are subject to a Pipe Replacement Program charge of 0.00 as determined in accordance with the Pipe Replacement Program Rider as set forth on Sheet 43 of this tariff. (R)

(D)

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: /s/ John B. Brown John B. Brown, President

CLASSIFICATION OF SERVICE – RATE SCHEDULES LARGE NON-RESIDENTIAL*

APPLICABILITY

Applicable within all areas served by Delta. See Tariff Sheet No. 17.

AVAILABILITY

Available for use by large non-residential customers.

CHARACTER OF SERVICE

Firm - within the reasonable limits of the Company's capability to provide such service.

RATES

	Gas Cost Recovery Rate		
	Base Rate + (GCR)**	= <u>Total Rate</u>	(I)
Customer Charge	\$ 195.04	\$ 195.04	(1)
1 - 200 Mcf	\$ 5. <u>4431</u> 69350 \$ <u>6.0846</u> 5.5532	\$ 11. 24670-<u>5277</u> / per 1.0 Mcf	(1)
201 – 1,000 Mcf	\$ 3. <u>2692</u> 51960 \$ <u>6.0846</u> 5.55320	\$ 9. 07280-<u>3538</u> / per 1.0 Mcf	(1)
1,001 – 5,000 Mcf	\$ 2. <u>2196</u> 47000 \$ <u>6.0846</u> 5.55320	\$ 8. 02320-<u>3042</u> / per 1.0 Mcf	(1)
5,001 – 10,000 Mcf	\$ 1. <u>6924</u> 94270 \$ <u>6.0846</u> 5.55320	\$ 7. 49590-<u>777</u> / per 1.0 Mcf	(1)
Over 10,000 Mcf	\$ 1. <u>4287</u> 67900 \$ <u>6.0846</u> 5.55320	\$ 7. 23220 <u>5133</u> / per 1.0 Mcf	(י)

TERMS AND CONDITIONS

For a customer that is utilizing transportation service and has under deliveries of transportation gas to Delta's system, and/or requests to revert to the Large Non-Residential or Interruptible Service rate schedule, Delta may require a written contract providing for a continuance of service under the Large Non-Residential or Interruptible Service rate schedule for a minimum term of twelve months beginning with the date service reverts to the Large Non-Residential or Interruptible Service rate schedule.

- * Meter larger than AL425
- ** The "Gas Cost Recovery Rate (GCR)" as shown above, is an adjustment per Mcf determined in accordance with the "Gas Cost Adjustment Clause" as set forth on Sheets No. 13 and 14 of this tariff.

Large Non-Residential rates are subject to a Pipe Replacement Program charge of \$00.00, as determined in accordance with the Pipe Replacement Program Rider as set forth on Sheet 43 of this tariff. (R)

(D)

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: /s/ John B. Brown John B. Brown, President

(D)

CLASSIFICATION OF SERVICE – RATE SCHEDULES INTERRUPTIBLE SERVICE

APPLICABILITY

Applicable within all areas served by Delta. See Tariff Sheet No. 17.

AVAILABILITY

Available for use by interruptible customers.

CHARACTER OF SERVICE

(T) Firm Service, as available. This rate schedule is designed to make available quantities of natural gas that Company (T) may from time to time have available for sale without impairment of service to customers served under other (T) higher priority rate schedules, and which can be supplied from Company's existing distribution system, subject to (T) the provisions of this rate schedule. Company shall have the right to discontinue the supply of natural gas wholly (T) or in part for such period or periods as, in the sole judgment of Company, may be necessary or advisable to enable (T) it to supply the full gas requirements of its customers served under higher priority rate schedules. Nothing herein (T) shall prevent Company from expanding its obligations under such other rate schedules. Company may decline to (T) accept any additional contracts for service hereunder.

RATES

		Gas Cost		
	Deve Dete	Recovery Rate	Tatal Data	
	Base Rate	+ <u>(GCR)**</u>	= <u>Total Rate</u>	
Customer Charge	\$ 267.850		\$ 267.850	(1)
1 – 1,000 Mcf	\$ 1.71430	\$ <u>5.553206.0846</u>	\$ 7. <u>7989</u> 26750 / per 1.0 Mcf	(I)
1,001 – 5,000 Mcf	\$ 1.28570	\$ <u>6.0846</u> 5.55320	\$ <u>7.3703</u> 6.83890 / per 1.0 Mcf	(I)
5,001 – 10,000 Mcf	\$ 0.85710	\$ <u>6.0846</u> 5.55320	\$ 6. <u>9417<mark>41030</mark> / per 1.0 Mcf</u>	(I)
Over 10,000 Mcf	\$ 0.64280	\$ <u>6.0846</u> 5.55320	\$ 6. <u>7274</u> 19600 / per 1.0 Mcf	(1)

Special Conditions - All customers having a connected load in excess of 2,500,000 Btu input per hour may be required to enter into an Interruptible Sales Agreement. Determinations of those customers so required shall be based on peak day use as well as annual volume and shall be at the sole discretion of the Company. In order to provide a fair opportunity to compete with other motor fuels, the customer charge and Pipe Replacement Program charge may be waived by Delta at its sole discretion for compressed natural gas fueling station customers.

Any customer required to enter into an Interruptible Agreement shall be permitted to purchase or transport gas under the Interruptible Rate Schedule as set forth on Sheet No. 5. Gas requirements, minimum charges and other specific information shall be set forth in the Agreement.

Interruptible rates are also subject to a Pipe Replacement Program charge of \$000.00, as determined in (R) accordance with the Pipe Replacement Program Rider as set forth on Sheet 43 of this tariff.

** The "Gas Cost Recovery Rate (GCR)" as shown above, is an adjustment per Mcf determined in accordance with the "Gas Cost Adjustment Clause" as set forth on Sheets No. 13 and 14 of this tariff.

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: /s/ John B. Brown John B. Brown, President

CLASSIFICATION OF SERVICE – RATE SCHEDULES INTERRUPTIBLE SERVICE

TERMS AND CONDITIONS

For a customer that is utilizing transportation service and has under deliveries of transportation gas to Delta's system, and/or requests to revert to the Small Non-Residential, Large Non-Residential or Interruptible Service rate schedule, Delta may require a written contract providing for a continuance of service under the Small Non-Residential, Large Non-Residential or Interruptible Service rate schedule for a minimum term of twelve months beginning with the date service reverts to the Small Non-Residential, Large Non-Residential or Interruptible Service rate schedule.

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President

CLASSIFICATION OF SERVICE – RATE SCHEDULES FARM TAP SERVICE

(T)

(T)

APPLICABILITY

Applicable to all areas served by Delta, including areas formerly served by Peoples Gas KY LLC with a connection along (T) Kentucky West Virginia Gas Company's well connection and gathering system in Eastern Kentucky included in Peoples (T) Gas KY LLC's former service area.

AVAILABILITY

Available to farm tap customers as defined by KRS 278.485. This includes customers previously served by Peoples Gas KY LLC or any new farm tap customers served from a connection along Kentucky West Virginia Gas Company's well connection and gathering system in Peoples Gas KY LLC's former service area, including farm tap customers previously served by Delta's supplier. Pursuant to KRS 278.485, the point of service must be located within one-half (1/2) airmile of Delta or Delta's supplier's producing gas well or gathering pipeline. Customers shall complete Form 910, "Application for Service on Gathering System," and are responsible for all equipment other than the meter, service tap, saddle and first service shut off valve.

CHARACTER OF SERVICE

Gas delivered pursuant to this tariff is from pipelines owned and operated by Delta or Delta's supplier and all gas sold (T) hereunder is made available by said supplier and subject to the terms and conditions of KRS 278.485 and 807 KAR 5:026. Delta's Tariff applies to customers taking service pursuant to this Rate Schedule unless (1) set forth otherwise (T) or (2) the Tariff conflicts with KRS 278.485 or 807 KAR 5:026. (T)

(T) Other than the meter, service tap, saddle and first service shut off valve, which shall be owned and maintained by (T) Delta, all other approved equipment and material required for service under this tariff shall be furnished, installed, (T) and maintained by the customer at the customer's expense and shall remain the customer's property. At the (T) customer's option, Delta will furnish and install this other equipment, but this other equipment shall be paid for, (T) owned and maintained by the customer. Such other equipment shall include, but is not limited to, the line from the (T) service tap to the point of use, gas regulation equipment, and desiccant tanks or other moisture control equipment as (T) approved and required by Delta. Delta shall have the right to abandon gas service to any customer served from any (T) line which is no longer operated by its supplier for any reason whatsoever. Nothing in this Tariff shall be construed to (T) restrict Delta's right to abandon any gas well or any gathering pipeline, or any part thereof, and to remove any such (T) abandoned pipeline or lines. All gas sold and delivered under this Tariff shall be delivered at the varying pressures of (T) (T) Delta's supplier's pipeline, and it shall be the responsibility of the customer to supply, maintain, and operate the (T) necessary regulator and related equipment for the customer's use. Service could be interrupted due to the (T) unprocessed nature of the gas, and upon the discontinuance of the gathering of gas through the gathering line or low flowing pressures resulting from the depletion of the wells feeding that gathering line or other reasons affecting pressure and/or volumes of gas, service is subject to interruption or discontinuance.

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President

CLASSIFICATION OF SERVICE – RATE SCHEDULES FARM TAP SERVICE

	<u>RATES</u>		Gas Cost Recovery Rate				
				-			
	Customer Charge *	<u>Base Rate</u> + \$ 2 <u>4.00</u> 9.0300	<u>GCR**</u>	= <u>1</u> \$	<u>otal Rate</u> 2 <u>4.00</u> 9.0300	(I)	
	All Mcf	\$ <u>3.2214</u> 2.3570	\$ <u>6.0846</u> 5.5532	\$	<u>9.3060</u> 7.9102	(I)	
* Residential <u>farm tap</u> rates are subject to a \$0.30 fee collected under Delta's Energy Assistance Program Tariff Rider as set forth on Sheet No. 38 of this tariff. The fee is not included in the Customer Charge.							
** The "Gas Cost Recovery Rate (GCR)" as shown above, is an adjustment per Mcf determined in accordance with the "Peoples KY Purchased Gas Adjustment" as set forth on Sheets No. 13 and 14 of this tariff.							
SPECIAL CHARGES APPLICABLE TO FARM TAP CUSTOMERS							
New installations: \$150.00 fee							
Reconnections: \$25.00 turn-on fee plus payment of all past due amounts							
<u>Change of Ownership</u> : In the event of a transfer of ownership, the 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.							
The special charges set forth herein are in addition to the special charges set forth elsewhere in the Tariff that likewise apply to customers taking Farm Tap Service.						(T) (T)	

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President

CLASSIFICATION OF SERVICE – RATE SCHEDULES TRANSPORTATION OF GAS FOR OTHERS ON SYSTEM UTILIZATION

APPLICABILITY

Applicable within all areas served by Delta. See Tariff Sheet No. 17.

AVAILABILITY

Available to government or university-owned housing facilities that may be served as residential, and (T) small non-residential, large non-residential, interruptible and compressed natural gas fueling station (T) customers who have purchased natural gas elsewhere, obtained all requisite authority to transport such gas to Delta's facilities and request Delta to utilize its facilities to transport such customer-owned gas to place of utilization. Any such transportation service shall be subject to the terms and conditions set forth herein and to the reserved right of Delta to decline to initiate such service whenever, in Delta's sole judgment, the performance of the service would be contrary to good operating practice or would have a detrimental impact on other customers of Delta. Such detrimental impact may include under deliveries of transportation gas to Delta's system or switching by the transportation customer to Delta's Small Non-Residential, Large Non-Residential or Interruptible Service rate schedules.

RATE

A transportation charge comprised of the following components will be applied to each Mcf, or in the case of measurement based on heating value, each dekatherm (Dth) of gas transported hereunder:

- (1) Delta's Base Rate for gas sold as set forth in Delta's Small Non-Residential, Large Non-Residential and Interruptible Rate Schedules; plus
- (2) Where the pipeline suppliers transportation, compression or other similar charges are billed to Delta, the cost per Mcf or Dth, as applicable, of such charges; plus
- (3) A take-or-pay recovery component of (0.0000)
- (4) For compressed natural gas fueling station customers, in order to provide a fair opportunity to compete with other motor fuels, Delta may negotiate at Delta's sole discretion and such customers a fixed base rate that is no more than the maximum Base Rate set forth in Delta's Interruptible Service Rate Schedule, but is no less than the minimum Base Rate set forth in Delta's Interruptible Service Rate Schedule.

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President

CLASSIFICATION OF SERVICE – RATE SCHEDULES TRANSPORTATION OF GAS FOR OTHERS ON SYSTEM UTILIZATION

GAS SOLD TO CUSTOMER

Monthly gas deliveries to customer in excess of scheduled transportation volumes will be billed by Delta and paid by customer in accordance with Delta's Standby Service Rate Schedule.

TERMS AND CONDITIONS

Service hereunder shall be performed under a written contract between customer and Delta setting forth specific arrangements as to term of the contract, volumes to be transported, points of delivery, methods of metering, timing of receipts and deliveries of gas by Delta, timing constraints relative to under deliveries and/or switching to Delta's Small Non-Residential, Large Non-Residential or Interruptible Service rate schedules, the availability of discounts in special situations and any other matters relating to individual customer circumstances.

At least ten (10) days prior to the beginning of each month, customer shall provide Delta with a schedule setting forth daily volumes of gas to be delivered into Delta's facilities for customer's account. Customer shall give Delta at least twenty-four (24) hours prior notice of any subsequent changes to scheduled deliveries. Delivery of gas transported hereunder will be effected as nearly as practicable on the same day as the receipt thereof. Delta will not be obligated to utilize underground storage capacity in performance of the service provided herein.

All gas volumes delivered hereunder shall shrink by 2% to cover line loss and measurement differences when no compression is being used in the transportation. When compression is required in the transportation, all gas volumes delivered hereunder shall shrink an additional amount equivalent to fuel usage.

It shall be the customer's responsibility to make all necessary arrangements, including regulatory approvals, required to deliver gas transported under this tariff.

Delta reserves the right to refuse to accept gas that does not meet Delta's quality specifications.

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: /s/ John B. Brown John B. Brown, President

CLASSIFICATION OF SERVICE – RATE SCHEDULES TRANSPORTATION OF GAS FOR OTHERS ON SYSTEM UTILIZATION

Volumes of gas transported hereunder will be determined in accordance with Delta's measurement base.

Customer owned gas transported hereunder for an interruptible customer will be subject to interruption in accordance with normal interruption procedures applicable to such rate schedule. Such customers must agree in writing to cause deliveries of customer-owned gas into Delta's facilities to cease upon notification by Delta of the necessity to interrupt or curtail the use of gas.

Delta shall have the right at any time to curtail or interrupt the transportation or delivery of gas to interruptible customers hereunder when, in Delta's sole judgment, such curtailment or interruption is necessary to enable Delta to maintain deliveries to customers of higher priority or to respond to any emergency. During such periods, Delta shall have the right to purchase any transportation gas delivered into Delta's system for the account of the customer at the actual cost the customer paid for such gas.

Delta may execute special transportation contracts with anyone after said contract has been filed with and accepted by the Public Service Commission.

This transportation is available to any customer with a daily nominated volume (the level of daily volume in Mcf as requested by the customer to be transported and delivered by the Company) which averages a minimum of 25 Mcf of gas per day for the billing period on an individual service at the same premise who has purchased their own supply of natural gas and require transportation by the Company to the point of utilization subject to suitable service being available from existing facilities. In order to provide a fair opportunity to compete with other motor fuels, this minimum volume requirement may be waived by Delta at is sole discretion for compressed natural gas fueling station customers.

For a customer that is utilizing transportation service and has under deliveries of transportation gas to Delta's system, and/or requests to revert to the Small Non-Residential, Large Non-Residential or Interruptible Service rate schedule, Delta may require a written contract providing for a continuance of service under the Small Non-Residential, Large Non-Residential or Interruptible Service rate schedule for a minimum term of twelve months beginning with the date service reverts to the Small Non-Residential, Large Non-Residential or Interruptible Service rate schedule.

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President

CLASSIFICATION OF SERVICE - RATE SCHEDULES

TRANSPORTATION OF GAS FOR OTHERS OFF SYSTEM UTILIZATION

APPLICABILITY

Applicable within all areas served by Delta. See Tariff Sheet No. 17.

AVAILABILITY

Available to any person whose facilities connect or can be made to connect with Delta's facilities or who can cause their natural gas to be delivered to Delta's facilities and who desires gas to be transported by Delta to a place of utilization not connected to Delta's facilities. Further, the person or persons desiring such transportation shall have executed a contract with Delta as set forth under the terms and conditions of this tariff.

RATE

The charge for service under this tariff shall be 0.3157259 per 1,000 cu. ft. of gas transported, or, in the case of measurement based upon heating value, shall be 0.3157259 per dekatherm. Any additions or modifications (1) of the facilities required to perform this service shall be at the sole expense of the customer.

TERMS AND CONDITIONS

Specific details relating to volumes, delivery points and other matters shall be covered by a separate contract.

Delta shall reserve the right to purchase all or part of the gas to be transported at the same price the transporter would have received at the delivery point less Delta's applicable transportation charges, shrinkage and compressor fuel costs.

Delivery of gas transported hereunder will be effected as nearly as practicable on the same day as the receipt thereof. Delta will not be obligated to utilize underground storage capacity in performance of the service provided herein.

All gas volumes delivered hereunder shall shrink by 2% to cover line loss and measurement differences when no compression is being used in the transportation. When compression is required in the transportation, all gas volumes delivered hereunder shall shrink an additional amount equivalent to fuel usage.

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President

CLASSIFICATION OF SERVICE - RATE SCHEDULES

TRANSPORTATION OF GAS FOR OTHERS OFF SYSTEM UTILIZATION

It shall be the customer's responsibility to make all necessary arrangements, including regulatory approvals, required to deliver gas transported under this tariff.

Delta reserves the right to refuse to accept gas that does not meet Delta's quality specifications.

Volumes of gas transported hereunder will be determined in accordance with Delta's measurement base.

Delta shall have the right at any time to curtail or interrupt the transportation or delivery of gas hereunder when, in Delta's sole judgment, such curtailment or interruption is necessary to enable Delta to maintain deliveries to retail customers of higher priority or to respond to any emergency.

Delta may execute special transportation contracts with anyone after said contract has been filed with and accepted by the Public Service Commission.

This transportation is available to any customer with a daily nominated volume (the level of daily volume in Mcf as requested by the customer to be transported and delivered by the Company) which averages a minimum of 25 Mcf of gas per day for the billing period.

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President

CLASSIFICATION OF SERVICE RATE SCHEDULES

STANDBY SERVICE RATE SCHEDULE

APPLICABILITY

Applicable within all areas served by Delta. See Tariff Sheet No. 17.

AVAILABILITY

Available for use by commercial and industrial customers who:

- (1) purchase all or part of their natural gas requirements from sources other than Delta and who request Delta to be available to supply natural gas at that place of utilization; or
- (2) request Delta to provide a standby energy source at their place of utilization.

CHARACTER OF SERVICE

Firm - within the reasonable limits of Delta's capability to provide such service unless otherwise specified in a contract between Delta and the customer.

<u>RATES</u>

Customer shall pay Delta a standby charge to be set forth in a contract between Delta and the customer that has been filed with and accepted by the Public Service Commission. In addition, monthly natural gas usage will be billed by Delta and paid by the customer in accordance with the charges set forth in Delta's General Service or Interruptible Rate Schedule under which it sells gas to the customer.

SPECIAL TERMS AND CONDITIONS

Service under this rate schedule shall be performed under a written contract between Delta and the customer setting forth specific arrangements as to standby charge, maximum daily volumes of natural gas required by the customer from Delta, points of delivery, methods of metering and other matters relating to individual customer circumstances.

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President
GAS COST ADJUSTMENT CLAUSE

DETERMINATION OF GCR

The Company shall file a Quarterly Report with the Commission which shall contain an updated Gas Cost Recovery Rate (GCR) and shall be filed at least thirty (30) days prior to the beginning of each calendar quarter. The GCR shall become effective for billing with the final meter readings of the first billing cycle of each calendar quarter.

The gas cost recovery rates are comprised of:

- (1) The expected gas cost component (EGC), on a dollar per Mcf basis, which represents the average expected cost of gas supplies and may include fixed price, forward price and indexed price purchases. The purchases are less amounts injected into underground storage. The EGC includes withdrawals from underground storage at the average unit cost of working gas. The EGC includes the uncollectible gas costs portion of bad debt. In an effort to mitigate price volatility, the Company may contract with gas suppliers at fixed prices, at locked-in prices for gas to be delivered at future dates (forward price) and at index-based prices. These efforts can include the monthly or periodic layering of forward purchase volumes to help moderate the volatility of gas prices. The Company may consider published futures prices as well as price trends and price expectations at the time such decisions are made. Depending upon the circumstances, this volume can be up to the annual projected system requirements including storage needs.
- (2) The supplier refund adjustment (RA), on a dollar per Mcf basis, which reflects refunds received from suppliers during the reporting period, plus interest at the average 90 day commercial paper rate for the calendar quarter. 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.
- (3) The actual adjustment (AA), on a dollar per Mcf basis, compensates for difference between the previous quarter's expected gas cost and the actual cost of gas during that quarter.
- (4) The balance adjustment (BA), on a dollar per Mcf basis, which compensates for any under or over collections which have occurred as a result of prior adjustments.

GAS COST ADJUSTMENT CLAUSE

BILLING

The gas cost recovery rate to be applied to bills of customers shall equal the sum of the following components: GCR = EGC + RA + AA + BA

DEFINITIONS

For purposes of this tariff:

- (a) "Average Expected Cost" means the cost of gas supplies, adjusted for injections/withdrawals into storage and the uncollectible gas costs portion of bad debt. Cost of gas supplies include associated transportation and storage charges, and propane which results from the application of suppliers' rates currently in effect, or reasonably expected to be in effect during the calendar quarter, on purchased volumes during the twelve month period ending with the reporting period to which the GCR will apply, divided by the corresponding sales volume. Where the calculations require the use of volumes used during a given period, and those volumes did not exist for a particular source for the entire period, or the Company expects the volumes to change substantially, the Company may make appropriate adjustments in its calculations. Any adjustments of this type shall be described in the quarterly Gas Cost Recovery Report.
- (b) "GCR" means the quarterly updated gas cost recovery rate applicable to the monthly consumption of customers (sum of the expected gas cost component plus the supplier refund adjustment plus the actual adjustment plus the balancing adjustment; i.e., GCR = EGC + RA + AA + BA).
- (c) "Calendar Quarters" means each of the four three-month periods of (1) August, September and October; (2) November, December and January; (3) February, March and April; and (4) May, June and July.
- (d) "Reporting Period" means the three (3) month accounting period that ended approximately sixty (60) days prior to the filing date of the updated gas recovery rates; i.e., the calendar quarter preceding that during which the most recent Quarterly Report was filed.

INTERIM GAS COST ADJUSTMENT FILINGS

The Company may make application for Interim Gas Cost Adjustments subject to the approval of the Commission.

SPECIAL CHARGES

The following charges shall be applied under the following conditions:

Collection Charge - A charge of \$20.00 will be levied when a Company representative makes a trip to the premises of a customer for the purpose of terminating service. The charge may be assessed if service is actually terminated or if the customer pays the delinquent bill to avoid termination. The charge may also be assessed if the Company's representative agrees to delay termination based on the customer's agreement to pay the delinquent bill by a specific date. A collection trip may be made only after written notice has been sent to the customer stating that if the bill is not paid by a certain date the service will be disconnected.

Reconnection Charge - A reconnection charge of \$60.00* to be levied by the Company and paid by the customer before or at the time the service is reconnected shall be assessed as approved by the Public Service Commission when:

(1) The customer's service has been disconnected for non-payment of bills or for violation of the Commission's or Company's Rules and Regulations, and the customer has qualified for and requested service to be reconnected. Customers qualifying for service reconnection under 807 KAR 5:006, Section 16 - Winter Hardship - shall be exempt from reconnect charges.

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(2) The customer's service has been disconnected at the customer's request and at any time subsequently within twelve (12) months is reconnected at the same premise.

Bad Check Charge - The Company may charge and collect a fee of \$15.00 to cover the cost of handling an unsecured check; where a customer tenders in payment of an account a check which upon deposit by the Company is returned as unpaid by the customer's financial institution.

Request Test Charge - Pursuant to 807 KAR 5:006, Section 19, the Company shall make a test of any meter (T) upon written request of any customer provided such request is not made more frequently than once each twelve (12) months. The customer shall be given the opportunity of being present at such request tests. If such tests show that the meter was not more than two percent (2%) fast, the Company may make a reasonable charge for the test. The test charge is based upon meter size and is as follows:

1,000 cubic feet per hour and under	\$4.00
Over 1,000 to 10,000	\$ 8.00
Over 10,000	\$12.00

*The reconnection charge for any customer pursuant to KRS 278.485 shall be \$25.00 as set forth in Sheet No. 6.1-6.2.

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President

SPECIAL CHARGES

Gas Light Charge - Monthly consumption of unmetered gas used for an outdoor gas light, as approved by the Company, will be calculated to be 1,500 cubic feet per month per mantle for upright mantles and for each pair of inverted mantles. On special models of gas lights where gas consumption is greater than those referred to above, the Company shall estimate, based on the manufacturer's suggested usage, the monthly consumption to the closest 100 cubic feet and bill customer that equal amount each month. Such consumption shall be billed under the appropriate rate schedule applicable to the customer.

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: /s/ John B. Brown John B. Brown, President

1. <u>APPLICABILITY</u>

Applicable within all service areas served by Delta. namely: Bath County; Estill County;(T)Montgomery County; Menifee County; Madison County; Powell County; Garrard County; Jackson(T)County; Lee County; Bourbon County; Jessamine County; Rowan County; Bell County; Knox(T)County; Whitley County; Laurel County; Clay County; Leslie County; Fayette County; Fleming(T)County; Clark County; Robertson County; Mason County; Lawrence County; Martin County;(T)Perry County; Magoffin County; Pike County; Floyd County; Johnson County; Knott County; and(T)Letcher County.(T)

2. <u>COMMISSION'S RULES AND REGULATIONS</u>

All gas service rendered by the Company shall be in accordance with the Administrative Regulations by which gas utilities are governed by the Public Service Commission of Kentucky and all amendments thereto and modifications thereof which may be made by the Commission.

3. <u>COMPANY'S RULES AND REGULATIONS</u>

In addition to the Rules and Regulations prescribed by the Public Service Commission, all gas service rendered shall also be in accordance with the Rules and Regulations adopted by the Company.

4. 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. A copy of such rates, rules and regulations, together with the law, rules and regulations of the Public Service Commission of Kentucky is available for public inspection in the principal office of the Company.

5. <u>NO EXCEPTIONS TO RULES AND REGULATIONS</u>

No agent, representative or employee of the Company 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 Company and neither has any agent, representative or employee of the Company any right or power to amend, modify, alter or waive any of the said Rules and Regulations except as hereinafter provided.

6. <u>RULES AND REGULATIONS MAY BE AMENDED</u>

The Company reserves the right to amend or modify its Rules and Regulations or to adopt such additional Rules and Regulations as the Company deems necessary in the proper conduct of its business, subject to the filing with and acceptance of same by the Public Service Commission of Kentucky.

7. SUPERSEDE PREVIOUS RULES AND REGULATIONS

These Rules and Regulations replace and supersede all previous Rules and Regulations under which the Company has previously supplied gas service.

8. <u>CUSTOMER CLASSIFICATIONS</u>

Residential:	Service to customers which consists of direct natural gas usage in a residential dwelling for space heating, air conditioning, cooking, water heating and other residential uses.
Small	
Non-Residential	Service to customers engaged primarily in the sale of goods or services including institutions and local and federal government agencies for uses other than those involving manufacturing or electric power generation with a meter no larger than an AL425.
Large	
Non-Residential:	Service to commercial and industrial customers including institutions and local and federal government agencies with a meter larger than an AL425.

9. <u>APPLICATION FOR SERVICE</u>

A written application or contract, properly executed, may be required before the Company is obligated to render gas service. The Company shall have the right to reject for valid reasons any such application or contract. All applications for service shall be made in the legal name of the party desiring the service.

Applications for service are not transferable and new occupants of premises will be required to make application for service before commencing the use of gas. Customers who have been receiving gas service shall notify the Company when discontinuance of service is desired and shall pay for all gas until such notice has been given in person, in writing or by telephone and final meter reading is made by the Company.

When a customer moves within the service area of the Company, the customer shall be billed out at the original location and billed in at the new location. Therefore, the customer may receive two bills for the month in which the move occurs.

In case the customer is not the owner of the premises, 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 to install service line for supplying gas service to the customer whether the piping and equipment be the property of the customer or the Company.

10. <u>REFUSAL OR DEFERRAL OF SERVICE</u>

The Company 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.

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President

11. <u>RENEWAL OF CONTRACT</u>

If, upon the expiration of any service agreement or service contract for a specified term, the customer continues to use the service, the service agreement or service 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 written notice by either party in advance of the expiration date in accordance with the terms set forth in the service agreement or service contract.

12. CUSTOMER'S LIABILITY

The customer shall assume all responsibility for the gas service in 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 Company, and will protect and save the Company 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 gross negligence of the Company.

13. FORCE MAJEURE

Neither Company nor Customer shall be liable in damages to the other for any act, omission or circumstance (N) occasioned by or in consequence of any acts of God, strikes, lockouts affecting the company or its suppliers (N) of gas, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, (N) earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, (N) explosions, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental (N) authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether (N) of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension (N) and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or (N) settle any strike or strikes shall not be considered to be a matter within the control of the party claiming (N) suspension. Such causes or contingencies affecting the performance hereunder by either Company or (N) Customer, however, shall not relieve it of liability in the event of its concurring negligence or in the event of (N) its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and (N) with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either (N) party from its obligations to make payments of amounts then due hereunder in respect of gas theretofore (N) delivered. (N)

14. ACCESS TO PROPERTY

The Company shall at all reasonable hours have access to meters, service connections and other property owned by it and located on customer's premises for purposes of installation, maintenance, meter reading, operation or removal of its property at the time service is to be terminated. Any employee of the Company whose duties require the employee to enter the customer's premises shall wear a distinguishing uniform or other insignia, identifying the employee as an employee of the company, or carry a badge or other identification which will identify the employee as an employee of the Company, the same to be shown by the employee upon request.

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President (N)

15. <u>CONTINUOUS OR UNIFORM SERVICE</u>

The Company will endeavor to supply gas continuously and without interruption, except for the (T) rate schedules that state otherwise. However, the Company shall not be responsible for damages (T) or otherwise for failure to supply gas for any interruptions of the supply when such failure is without willful fault or neglect on its part.

The Company 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 inadequate or interrupted supply or from any pressure variations when such conditions are not due to willful fault or neglect on its part.

16. EXCLUSIVE SERVICE

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

The customer shall not sell the gas purchased from the Company to any other customer, company or person, and the customer shall not deliver gas purchased from the Company to any connection wherein said gas is to be used on premises not owned or controlled by the customer.

17. <u>DEPOSITS</u>

The Company may require a minimum cash deposit or other guaranty to secure payment of bills except from customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, Winter Hardship Reconnection. Service may be refused or discontinued for failure to pay the (T) requested deposit. Interest, as prescribed by KRS 278.460, will be paid on all sums held on 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 on a pro-rated basis.

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DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President (T)

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The deposit may be waived upon a customer's showing of satisfactory credit or payment history. Required deposits will be credited to the customer's bill between twelve and fifteen months after the month of deposit if the customer has established a satisfactory payment record for that period. If a deposit has been waived or returned and the customer fails to maintain a satisfactory payment record, a deposit may then be required. Upon termination of service, the deposit and any interest earned and owing will be credited to the final bill with any remainder refunded to the customer.

In determining whether a deposit will be required or waived, the following criteria may be considered:

- (1) Previous payment history with the Company. If the customer has no previous history with the Company, statements from other regulated public utilities may be presented by the customer as evidence of good credit.
- (2) Length of time the customer has resided or been located in the area.
- (3) Whether the customer owns the property where service is to be rendered.
- (4) Whether another customer with a good payment history is willing to sign as a guarantor for an amount equal to the required deposit.

If a deposit is held longer than eighteen months, the deposit will be recalculated at the customer's request based on the customer's actual usage for the past twelve months. If the deposit on account differs from the recalculated amount by more than \$10.00 for a residential customer or 10 percent for a non-residential customer, the Company may collect any underpayment and refunds, if any, will be credited to the customer's next utility bill. No refund will be made if the customer's bill is delinquent at the time of recalculation.

Once each year, a billing insert will be included with the bill advising the customer of the right to request a deposit recalculation.

Residential and small non-residential customers with meters up through AL425 will pay equal deposits in the amount of \$95.00. This amount shall not exceed 2/12ths of the average annual bill.

Large non-residential customer's deposits shall be based upon actual usage of the customer at the same or similar premises for the most recent twelve month period if such information is available. If usage information is not available, the deposit will be based on the average bills of similar customers and premises in the system. The deposit amount shall not exceed 2/12ths of the customer's actual or estimated annual bill.

18. <u>MONTHLY CUSTOMER CHARGE</u>

A monthly customer charge shall be rendered against every meter installed unless service is discontinued in one customer's name and is not to be re-served at the location.

Special permission may be obtained from the local distribution supervisor for waiving of the monthly customer charge only when initial service is being rendered and no gas except test gas has been passed by the meter.

A full monthly customer charge will be rendered whenever service has been used for more than fifteen (15) days of a billing month, even if the consumption of the customer is zero (0).

If service is used less than fifteen (15) days in a given billing month and any consumption is recorded, the normal billing procedure shall apply.

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President

19. <u>MONTHLY BILLS</u>

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 Company, such reading to be taken as near as practicable approximately every thirty (30) days.

Bills are due upon rendition and payable within a period not exceeding ten (10) days after the date of mailing.

Service shall be subject to being discontinued for non-payment of bills after the customer has been given at least ten (10) days written notice separate from the original bill and not before twenty seven (27) days from the mailing date of the original bill.

The Company may not terminate service to a customer if a medical certificate is presented or if a Certificate of Need from the Cabinet for Human Resources is presented in accordance with 807 KAR 5:006, Section 15 (2)(c) and (3).

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Failure to receive a bill does not exempt a customer from these provisions.

When the Company 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 and the billing adjusted as necessary.

The Company's billing form includes dates served; number of days in period; previous and present meter reading; Mcf usage; net amount due for service rendered; taxes, if applicable; adjustments, if any; special charges; total amount due; account number; billing date; due date; and service address.

20. <u>BUDGET PAYMENT PLAN</u>

The Company has a budget payment plan available for its residential and small non-residential customers whereby a customer may elect to pay a monthly amount for the budget year in lieu of monthly billings for actual usage. The monthly budget

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: /s/ John B. Brown John B. Brown, President

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CLASSIFICATION OF SERVICE RULES AND REGULATIONS

payment will be determined by the Company based, under normal circumstances, on a minimum of one-twelfth of the estimated annual usage, subject to review and adjustment during the budget year. The normal budget year is the 12 months from August through July, with any amounts to be settled being rolled into the subsequent budget year.

The customer's account may be adjusted through a series of levelized adjustments on a monthly basis if usage or changes in rates indicate that the account will not be current upon payment of the last budget amount.

To be accepted as a budget customer, the account balance must be paid in total before the customer is put on a budget payment plan. It is understood that this budget payment plan will continue until the customer notifies the Company in writing or by telephone to discontinue the plan or if the customer fails to pay bills as rendered under the budget payment plan. The Company reserves the right to revoke the plan and restore the customer to regular billing and require immediate payment of any deficiency.

Failure to receive a bill in no way exempts the customer from the provisions of these terms and conditions.

21. LOCAL FRANCHISE FEE OR TAX

There shall be added to the customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise or other similar fee or tax now or hereafter agreed to or imposed upon the Company by local taxing authorities, whether imposed by ordinance, franchise or otherwise, and which fee or tax is based upon a percentage of the gross receipts, net receipts, or revenues of the Company. Such amount shall be added exclusively to bills of customers receiving service within the territorial limits of the authority imposing the fee or tax. Where more than one such fee or tax is imposed, each of the charges or taxes applicable to each customer shall be added to the customer's bill as separately identified items.

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CLASSIFICATION OF SERVICE RULES AND REGULATIONS

22. COMPANY-OWNED SERVICE LINE EXTENSIONS AND CONNECTIONS

The Company will install, own, operate and maintain the service line at the premises of residential and commercial customers, if such premises are not connected to a Company main by a service line. With respect to residential and commercial customers that occupy premises already connected to a Company main by a service line, the Company shall be responsible for operating and maintaining the customer service line and when the Company determines that replacement of such customer service line is necessary the Company shall be responsible for installing the service line and shall thereafter own the service line.

Any customer accepting gas service under this section shall be deemed to have granted the Company an easement across his property for such service. No service line shall be installed across private property other than the premises of the building to be supplied with gas; except after special investigation and approval by the Company.

An extension of 100 feet or less shall be made to an existing distribution main without charge for a (T) prospective customer who shall apply for and contract to use service for one (1) year or more and provides (T) guarantee for the service. (T)

(T) If an extension of the utility's main to serve an applicant or group of applicants amounts to more than 100 feet per customer, the Company may require the total cost of the excessive footage over 100 feet per customer (T) to be deposited with the utility by the applicant, based on average estimated cost per foot of the total (T) extension. Each customer receiving service under this extension shall be reimbursed under the following (T) plan: each year for a refund period of not less than ten (10) years, the utility shall refund to the customer who (T) paid for the excessive footage, the cost of 100 feet of extension in place for each additional customer (T) (T) connected during the year whose service line is directly connected to the extension installed, and not to (T) extensions or laterals therefrom. Total amount refunded shall not exceed the amount paid to the utility. After (T) the end of the refund period, no refund shall be required. An applicant desiring an extension to a proposed (T) real estate subdivision may be required to pay all costs of the extension. Each year for a refund period of not (T) less than ten (10) years, the utility shall refund to the applicant who paid for the extension a sum equivalent (T) to the cost of 100 feet of extension installed for each additional customer connected during the year. Total (T) amount refunded shall not exceed the amount paid to the utility. After the end of the refund period from the completion of the extension, a refund shall not be required. (T) (T)

Nothing contained herein shall be construed as to prohibit the Company 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.

In the event that the Company is required to undertake any excavation on a customer's property in connection with the installation, repair, maintenance or replacement of a service line, the Company shall make reasonable efforts to restore the property to its original condition pursuant to generally accepted utility standards for such construction operations.

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President

23. COMPANY'S EQUIPMENT AND INSTALLATION

The Company shall furnish, install and maintain at its expense the necessary service connection. The location of this service connection will be made at the discretion and judgment of the Company.

The Company will furnish, install and maintain at its expense the necessary meter, meter stand (including meter riser), regulator and connections which will be located at or near the main service connection, property line or near the building, at the discretion or judgment of the Company. Suitable site or location for the meter, meter stand, (including meter riser), regulator and connections shall be provided by the customer and the title to this equipment shall remain in the Company 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.

24. PROTECTION OF COMPANY'S PROPERTY

All meters, piping and other appliances and equipment furnished by and at the expense of the Company, which may at any time be in or on the customer's premises shall, unless otherwise expressly provided herein, be and remain the property of the Company and the customer shall protect such property from loss or damage and no one who is not an agent of the Company shall be permitted to remove such property or to tamper with or damage same.

25. CUSTOMER'S EQUIPMENT AND INSTALLATION

The customers shall furnish, install and maintain at their 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 EQUIPMENT" as compiled and approved by the American National Standards Institute, the National Board of Fire Underwriters, The American Gas Association and other similar bodies, which is now contained in the National Fuel Gas Code (ANSI Z 223.1-1980) and any revisions thereof which are herewith incorporated by reference as a part of the Company's Rules and Regulations where applicable and when not in conflict with the requirements of the constituted authorities.

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President (T)

All appliances must be approved by a standard testing laboratory or agency and installed in accordance with the manufacturer and/or NFPA 54 guidelines.

Suitable pressure regulators shall be installed by, or at the expense of, the customer on all heating appliances and special equipment which have an hourly input of 50,000 BTU or higher; pressure regulators shall also be installed on all appliances with lower inputs where provided or recommended by the manufacturer or where necessary, at the discretion of the Company, to provide better and safer gas utilization and service.

All of the customer's piping, connections and appliances shall be suitable for the purposes thereof and shall be maintained by the customer at his expense at all times in a good, safe and serviceable condition.

The Company shall inspect the condition of the meter and service connections before making service connections to a new customer pursuant to 807 KAR 5:006, Section 13(3). The Company 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 piping, connections or appliances or for the customer's failure to properly and safely install, operate and maintain same.

26. NOTICE OF ESCAPING GAS OR UNSAFE CONDITIONS

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Immediate notice must be given by the customer to the office or employees of the Company 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 Company 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 hazard is eliminated and the gas service is not to be turned on again except by a Company employee.

The Company 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.

27. <u>TURNING OFF GAS SERVICE AND RESTORING SAME</u>

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

28. <u>CHARACTER OF SERVICE</u>

In accordance with 807 KAR 5:022, Section 6, the Company will normally supply natural gas having a heating value of approximately one thousand seventy (1,070) BTU per cubic foot and a specific gravity of approximately sixty-two hundredths (0.62). However, when necessary to supplement the supply of natural gas, the Company reserves the right, at its discretion, to supply an interchangeable mixture of vaporized liquefied petroleum gas and air or a combination of same with natural gas.

29. <u>MEASUREMENT BASE</u>

The Company utilizes an appropriate measurement base in all service areas. The rates of the Company 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 Company reserves the right to correct as necessary the actual temperatures to sixty (60) degrees Fahrenheit basis in the cases of large volume industrial customers.

All gas measured at pressures higher than 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.

30. GAS MEASUREMENT

The gas consumed shall be measured by a meter or meters to be installed by the Company upon the customer's premises at a point most accessible or convenient for the Company and all bills

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President (T)

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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, except in those cases where the Company elects to install dual metering facilities in order to assure accurate measurement of all gas consumed. Meter readings may be combined and one bill rendered under these conditions. Meters include all measuring instruments and equipment.

All residences, commercial buildings or other occupied buildings shall have separate meters even if under the same roof, except in cases of multi-occupants under the same roof with a common entrance or within an enclosure or mobile home park where it is unreasonable or uneconomical to measure each unit separately.

When customers are served from high pressure lines, the meters, regulators and safety devises shall be located as near to the Company's main as is practicable.

31. <u>METERING</u>

Unless otherwise specified, a residential, commercial or industrial consumer shall be interpreted to mean a customer served through an individual meter.

A multiple unit dwelling shall be interpreted to mean two or more consumers or dwelling units, such as apartments, trailers or mobile homes within a trailer park.

A master meter shall be interpreted to mean one meter servicing a trailer or mobile home park or a multiple unit dwelling; the Company reserves the right to charge a minimum monthly rate per mobile home or trailer or individual consumer within a multiple unit dwelling served through a master meter.

Any time a master meter is used for rendering services, the Company shall require the execution of a service agreement in writing, which agreement, among other things, shall specify the number of customers served through such master meter.

32.	POINT OF DELIVERY OF GAS	(T)
	The point of delivery of gas supplied by the Company shall be at the point where the gas passes from outlet of the meter to customer's yard line or house piping.	
33.	MCF "Mcf" is defined as 1,000 cubic feet at the measurement base.	(T)
34.	<u>CCF</u> "Ccf" is defined as 100 cubic feet at the measurement base.	(T)
35.	DTH "Dth" is defined as 1,000,000 BTUs.	(T)
36.	<u>DELTA</u> "Delta" or "the Company" shall mean Delta Natural Gas Company, Inc.	(T)
37.	CUSTOMER'S DISCONTINUANCE OF SERVICE Reference 807 KAR 5:006, Section 13.	(T) (T)
38.	<u>COMPANY'S DISCONTINUANCE OF SERVICE FOR CAUSE</u> Reference 807 KAR 5:006, Section 15.	(T) (T)
39.	SPECIAL RULES FOR CUSTOMERS SERVED FROM TRANSMISSION MAINS	(T)
	Applicability - These special rules for customers served from transmission mains shall be	(T)
	applicable to the Company's service area set forth in the Company's rules and regulations as filed with and approved by the Public Service Commission.	(D) (D)
	Transmission Mains - In addition to the standard Rules and Regulations as applicable to 807 KAR 5:022, Section 2, which incorporates 49 C.F.R. Part 191, the following special Rules and Regulations shall apply to all customers served directly from the high pressure transmission mains.	(T)
	All meters, regulators, equipment and connections necessary to serve the customer from high pressure transmission line shall be installed on the customer's premises at or as near the	

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President

Issued by Authority of an Order of the Public Service Commission of KY in Case No. 2021-00185 dated _____

transmission line as is practicable.

Suitable site or location for the equipment owned by the Company or the owner of the line shall be provided and furnished by the customer without any expense to the Company. The Company 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.

The customers' yard line extending from the outlet of the meter shall be installed and maintained by the customers at their expense.

The customer shall notify the Company promptly of any leaks in the transmission line or equipment, also, of any hazards or damages to same.

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DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President

40. <u>SPECIAL PROVISIONS - LARGE VOLUME CUSTOMERS</u>

Industrial, commercial or other customers using large volumes of gas on a varying basis shall install and maintain at their expense adequate piping and suitable regulating and control equipment to provide reasonable and practical limitation of intermittence or fluctuation in the pressure, volume or flow of gas and shall so regulate and control their operations and the use of gas hereunder so as not to interfere with gas service being furnished to them or to any other customers or with the proper and accurate metering of gas at their existing location or any other location.

41. MONITORING OF CUSTOMER USAGE

The Company monitors each customer's usage on a monthly basis in order to detect unusual deviations in individual customer consumption. Prior to each monthly billing, the Company compares the customer's current consumption with prior usage. Should an unusual deviation in the customer's consumption be found, the Company makes a reasonable attempt to determine the reason for the unusual deviation including re-reading the meter and testing the meter if required.

If the cause for usage deviation cannot be determined from analysis of the customer's meter reading and billing records the Company will contact the customer by telephone or in writing to determine whether there have been changes such as different number of household members or work staff, additional or different appliances, changes in business volume or known leaks in the customer's service line.

The Company will notify the customer of the investigation, its findings and any refunds or backbilling in accordance with 807 KAR 5:006, Section 11 (4) and (5).

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President (T)

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DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President

WEATHER NORMALIZATION ADJUSTMENT CLAUSE APPLICABLE TO RESIDENTIAL AND SMALL NON-RESIDENTIAL GENERAL SERVICE RATE SCHEDULES

WEATHER NORMALIZATION ADJUSTMENT (WNA)

The sales to residential and small non-residential customers shall be increased or decreased monthly by an amount hereinafter described as the Weather Normalization Adjustment (WNA).

DETERMINATION OF WNA

A Weather Normalization Adjustment Factor (WNAF) shall be utilized during the December through April billing months to calculate the non-gas portion of the bills of all residential and small non-residential heating customers. During the remainder of the year, May through November, the monthly bills shall be computed solely on actual consumption.

WEATHER NORMALIZATION ADJUSTMENT WILL BE CALCULATED USING THE FOLLOWING FORMULA:

WNA = WNAF * Actual Mcf * Base Rate Charge

An average daily base load will be determined separately for residential and small non-residential customers. The average daily base load will remain the same for the WNA December – April billing months. WNA will be billed for 5 billing periods.

An Average Monthly Base Load (AMBL) for residential or small non-residential customers will be calculated by using total Mcf for two month non-heat usage (August/September) divided by total number of residential or small non-residential customers billed for the two month period.

AMBL = MCF / NUMBER OF CUSTOMER

To calculate the Average Daily Base Load (ADBL), divide the Average Monthly Base Load by the average number of days in the two-month non-heat billing cycle.

ADBL = AMBL / AVERAGE # DAYS

WEATHER NORMALIZATION ADJUSTMENT CLAUSE APPLICABLE TO RESIDENTIAL AND SMALL NON-RESIDENTIAL GENERAL SERVICE RATE SCHEDULES

Base Load (BL) is determined by multiplying the Average Daily Base Load per residential or small non-residential customer by the number of days in the billing cycle times the number of residential or small non-residential customers in the billing cycle.

BL = ADBL * # DAYS IN BILLING CYCLE * # CUSTOMERS IN BILLING CYCLE (T)

The heat load is then determined by subtracting the residential or small non-residential customer's base load from the total Mcf billed in the billing cycle.

HL = MCF BILLED IN CYCLE - BL

A Heating Degree Factor (HDF) is then determined by dividing the Normal Degree-Days (NDD) for the billing cycle by the Actual Degree-Days (ADD) in the billing cycle.

HDF = NDD / ADD

The Weather Normalization Adjustment Consumption (WNAC) is computed by multiplying the Heating Degree Factor times the Heat Load and adding the Base Load to that number.

WNAC = HDF * HL + BL

The Weather Normalization Adjustment Factor is then calculated by dividing the WNA Consumption by the total Mcf billed in the cycle.

WNAF = WNAC / MCF

The WNAF will be recomputed monthly based on company averages. If the WNAF is less than 1.0, the customer's billed amount will be less than the actual amount would have been. If the WNAF is greater than 1.0 the customer's billed amount will be more than the actual amount would have been. The customer's bill is calculated by multiplying the actual Mcf usage by the WNAF times the base rate charge as set forth on Sheet No. 2 of this tariff.

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President

RIDER FOR GAS TECHNOLOGY INSTITUTE RESEARCH AND DEVELOPMENT

APPLICABILITY

Applicable within all areas served by Delta. See Tariff Sheet No. 17. This tariff applies to all gas sold by Delta under Delta's residential (Tariff Sheet No. 2), small non-residential (Tariff Sheet No. 3), large non-residential (Tariff Sheet No. 4) and interruptible (Tariff Sheet No. 5-6) rate schedules. It also applies to transportation by Delta under Delta's on system transportation (Tariff Sheet No. 7-9) rate schedule.

GTI R&D Unit Charge

The intent of the Gas Technology Institute Research and Development (GTI R&D) Unit Charge is to maintain the Company's level of contribution at the calendar year 2003 funding amount of approximately \$12,347. The Unit Charge will be billed effective February 1, 2005 at the rate of \$0.002 per Mcf.

WAIVER PROVISION

The GTI R&D Unit Charge may be reduced for one or more classifications of service or rate schedules at any time by the Company by filing notice with the Commission. Any such waiver shall not increase the GTI R&D Unit Charge to the remaining classifications of service or rate schedules without Commission approval.

REMITTANCE OF FUNDS

All funds collected under this rider will be remitted to Gas Technology Institute on an annual basis. The amounts so remitted shall be reported to the Commission annually.

TERMINATION OF THIS RIDER

Participation in the GTI R&D funding program is voluntary on the part of the Company. The Company may terminate this rider at any time by filing a notice of rescission with the Commission.

ENERGY ASSISTANCE PROGRAM RIDER APPLICABLE TO RESIDENTIAL RATE SCHEDULE

ENERGY ASSISTANCE PROGRAM

An Energy Assistance Program ("EAP") surcharge of \$0.30 per month will be applied to all residential bills rendered under the Residential Rate Schedule and Farm Tap Rate Schedule. Proceeds from the EAP surcharge will help fund a bill credit to enrolled low-income customers. It is available to eligible residential customers in the Company's service territory subject to enrollment through local community action agencies and subject to available funding.

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CONSERVATION/EFFICIENCY PROGRAM COST RECOVERY APPLICABLE TO RESIDENTIAL RATE SCHEDULE

APPLICABILITY

Applicable within all areas served by Delta. See Tariff Sheet No. 17. This tariff applies to all gas sold by Delta under Delta's residential tariff (Tariff Sheet No. 2).

CONSERVATION/EFFICIENCY PROGRAM COST RECOVERY COMPONENT (CEPRC)

Delta's Conservation/Efficiency Program (the Program) is a demand-side management program established to promote conservation and the efficient use of natural gas by Delta's residential customers.

The prices to residential customers shall be increased monthly by an amount hereinafter described as the Conservation/Efficiency Program Cost Recovery Component (CEPRC), which allows Delta to recover costs associated with the Program.

DETERMINATION OF CEPRC

The Company shall file an annual report with the Commission which shall contain updated CEPRC rates at least thirty (30) days prior to the effective date of the new rates. The annual amount computed under the Conservation/Efficiency Program Cost Recovery Component shall be collected based on the CEPRC amount divided by the expected usage for the upcoming program year. For purposes of determining the CEPRC, the program year is defined as the twelve months ended October 31, with rates effective as of the following February 1. The amounts billed under the CEPRC will be computed solely on actual consumption.

The CEPCR is calculated using the following formula:

CEPRC = CEPCR + CEPLS + CEPI + CEPBA

CONSERVATION/EFFICIENCY PROGRAM COST RECOVERY APPLICABLE TO RESIDENTIAL RATE SCHEDULE

Whereby:

CEPCR = CONSERVATION/EFFICIENCY PROGRAM COST RECOVERY

The CEPCR shall include all actual costs which have been approved by the Commission for each twelve month period for conservation/efficiency programs of the Company "approved programs". Such program costs shall include the cost of planning, developing, implementing, monitoring, and evaluating CEP programs. In addition, all costs incurred including, but not limited to, costs for consultants, employees and administrative expenses, will be recovered through the CEPCR.

CEPLS = CEP REVENUE FROM LOST SALES

Revenues from lost sales due to CEP programs implemented on and after the effective date of this tariff will be recovered as follows:

The estimated reduction in customer usage (in Mcf) as a result of the approved programs for the previous twelve months shall be multiplied by the non-variable revenue requirement per Mcf for purposes of determining the lost revenue to be recovered hereunder. Non-variable revenue requirement is base rate charged to the applicable rate class under this tariff.

The aggregate lost revenues attributable to the program participant shall be divided by the estimated residential sales (in Mcf) for the upcoming twelve-month period to determine the applicable CEPLS surcharge.

Recovery of revenues from lost sales calculated for a twelve-month period shall be included in the CEPLS until the implementation of new base rates pursuant to a general rate case.

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President

CONSERVATION/EFFICIENCY PROGRAM COST RECOVERY APPLICABLE TO RESIDENTIAL RATE SCHEDULE

Revenues collected hereunder are based on engineering estimates of energy savings, actual program participation and estimated sales for the upcoming twelve-month period. At the end of each such period, any difference between the lost revenues actually collected hereunder and the lost revenues determined after any revisions of the engineering estimates and actual program participation are accounted for shall be reconciled in future billings under the CEP Balance Adjustment (CEPBA) component.

CEPI = CEP INCENTIVE

For all Conservation/Efficiency Programs, the CEP incentive amount shall be computed by multiplying the net resource savings estimated from the approved programs times fifteen (15) percent. Net resource savings are defined as program benefits less utility program costs and participant costs where program benefits will be calculated on the basis of the present value of Delta's avoided commodity costs over the expected life of the program.

The CEP incentive amount shall be divided by the expected Mcf sales for the upcoming twelve month period to determine the CEPI. CEP incentive amounts will be assigned for recovery purposes to the rate classes whose programs created the incentive.

CEPBA = CEP BALANCE ADJUSTMENT

The CEPBA shall be calculated on a twelve month basis and is used to reconcile the difference between the amount of revenues actually billed through the CEPCR, CEPLS, CEPI and previous application of the CEPBA and the revenues which should have been billed.

The program has an October year-end with rates effective February 1.

The CEPBA is the sum of the following components:

• The amount estimated to be recovered during the current program year from February 1 through October 31 less actual recovery.

CONSERVATION/EFFICIENCY PROGRAM COST RECOVERY APPLICABLE TO RESIDENTIAL RATE SCHEDULE

- The amount estimated to be recovered during the prior program year from November 1 through January 31 less actual recovery.
- The balance adjustment amounts determined on the basis of the above paragraphs (1) and (2) shall include interest to be calculated at a rate equal to the average of the "3-month Commercial Paper Rate" for the immediately preceding 12-month period.

The balance adjustment amounts, plus interest, shall be divided by the expected Mcf sales for the upcoming twelve-month period to determine the CEPBA for each rate class.

Modifications to CEPRC

The filing of modifications to the CEPRC which require changes in the CEPCR component shall be made at least two months prior to the beginning of the effective period for billing. Modifications to other components of the CEPRC shall be made at least thirty days prior to the effective period for billing. Each filing shall include the following information as applicable:

(1) A detailed description of each CEP program, the total cost of each program over the previous twelve month period and budgeted costs for the next program year, an analysis of expected resource savings, information concerning the specific CEP or efficiency measures to be installed, and any applicable studies which have been performed, as available.

(2) A statement setting forth the detailed calculation of the CEPCR, CEPLS, CEPI, CEPBA and CEPRC.

Each change in the CEPRC shall be placed into effect with bills rendered on and after the effective date of such change.

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PIPE REPLACEMENT PROGRAM ("PRP") RIDER

APPLICABILITY

Applicable to all customers receiving service under the Company's Rate Schedules, Residential, Small Non-Residential, Large Non-Residential and Interruptible Services.

CALCULATION OF PIPE REPLACEMENT RIDER REVENUE REQUIREMENT

The PRP Rider Revenue Requirement includes the following:

- a. PRP-related plant in service not included in base gas rates minus the associated PRP-related accumulated depreciation and accumulated deferred income taxes;
- b. Retirement and removal of plant related to PRP construction;
- c. The weighted average cost of capital on the net rate base is the overall rate of return on capital authorized in the Company's latest base gas rate case, grossed up for federal and state income taxes and PSC assessment;
- d. Depreciation expense on the PRP-related plant in service less retirement and removals;
- e. Reduction for savings in operating and maintenance expense;
- f. Increased property tax expense on the PRP-related plant in service.

PIPE REPLACEMENT PROGRAM FACTORS

All customers receiving service under Delta's Residential, Small Non-Residential, Large Non-Residential and Interruptible Service Rate Schedules shall be assessed a monthly charge in addition to the Customer Charge component of their applicable rate schedule that will enable the Company to complete the pipe main replacement program.

The PRP Rider will be updated annually in order to reflect the expected impact on the Company's revenue requirements of forecasted net plant additions and subsequently adjusted to true up the actual costs with the projected costs. A filing to update the projected costs for the upcoming calendar year will be submitted annually (T) by October 15 to become effective with meter readings on and after the first billing cycle of January. Delta will (T) submit a balancing adjustment annually by March 31 to true-up the actual costs, as offset by operations and (T) maintenance expense reductions, during the most recent twelve months ended December with the projected (T) program costs for the same period. The balancing adjustment true-up to the rider will become effective with (T) meter readings on and after the first billing cycle of June. (T)

- (T)
- (T)

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President

EFFICIENT NATURAL GAS APPLIANCE REBATE PROGRAM

Rebates shall be offered to Delta Natural Gas residential customers who are constructing a new home, are changing from another energy source to natural gas, or who are adding or upgrading natural gas appliances to efficient models. For those constructing a new home, the rebate will be paid to one of the following parties: a builder constructing speculative home, a builder constructing model, tract or custom home, a customer contracting a builder, a customer acting as a general contractor, or a customer ordering a new manufactured or mobile home.

All equipment must meet program requirements and be installed according to applicable manufacturer's recommendations and code requirements. A customer must present the dated invoice to Delta within 120 days of installation in order to be eligible for a rebate. Delta personnel will perform a verification of the installation prior to granting the rebate. All equipment must meet the program guideline minimum requirements stated below with no exceptions.

Natural Gas Heating Equipment	Efficiency Level	BTU Input	Rebate Amount
Forced Air Furnace or Boiler	90% or greater	30,000 or greater	\$400.00
Dual Fuel Auxiliary Furnace	90% or greater	30,000 or greater	\$300.00
Space Heater	99%	10,000 or greater	\$100.00
Gas Logs	99%	18,000 or greater	\$100.00
Gas Fireplace	90% or greater	18,000 or greater	\$100.00
Natural Gas			
Water Heaters	Efficiency Level	Unit Requirement	Rebate Amount
Storage Tank Model	0.57 UEF	30 gallon or greater	\$200.00
Power Vent or Direct	0.65 UEF	40 gallon or greater	\$250.00
Vent Model			
On Demand Model	0.81 UEF	Tank-less	\$300.00

Rebate Amounts and Program Guideline Minimum Requirements:

There shall be no recovering from customers through the Conservation/Efficiency Program of any Efficient Natural Gas Appliance Rebate Program costs, including lost revenues and incentives.

DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: /s/ John B. Brown John B. Brown, President



DATE OF ISSUE: May 28, 2021 DATE EFFECTIVE: July 1, 2021 ISSUED BY: <u>/s/ John B. Brown</u> John B. Brown, President

CHA	RGES
Reconnect	\$60.00
Collection	\$20.00
NSF	\$15.00
	TOMATED BILL PAYMENT SERVICE.
	credit card 24 hours a day, 7 days a week.
	om or by phone (866) 338-5491. Is: VISA, MasterCard, Discover, or American Express.
	arged when using this service.
Rate Schedules-Information about rate schedules is a	available upon request or at www.deltagas.com/rates.html
ast due amount, if any, is immediately payable. Carrying a past due amount and scontinuance of service and the assessment of collection charges.	l/or failing to pay Total Account Balance in full by the due date may result in
	IR SAFETY
Natural gas has a distinct odor added for your protection. W Leave the houseimmediately! Don't light matches or flip ar	
Call us from a telephone other than your house phone.	r ciculual switch.
EMERGENCY NUMBER (After Hours/Weekend/Holidays) To report an emergency during office hours, please call (877	7) 335-0852
To report an emergency during once nours, please call (677 To report an emergency after normal office hours, weekends	
Call before you dig	ect, call Kentucky 811 at least 72 hours before you start to dig.
A representative will mark the approximate location of the ur	
PAYMEN	NT TERMS
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