Kaib and Kaib, LLC P.O. Box 8034 Zanesville, OH 43702 10 PUC SEC BU

October 5, 2023

Rosemary Chiavetta Secretary Public Utility Commission Commonwealth Keystone Building Second Floor 400 North Street Harrisburg, PA 17105-3265

Re: Kaib and Kaib, LLC Base Rate Filing Docket Number R-2023-

Dear Secretary:

On behalf of Kaib and Kaib, LLC, (Kaib and Kaib) please accept the following documents and data in connection with proposed Tariff – Gas Pa. P.U.C. No. 1 requesting an increase in base rates for all customer classes served by Kaib and Kaib.

As required by 52 Pa. Code § 53.51(b) et seq, Kaib and Kaib submits one original copy of the following documents and information:

1. Tariff – Gas Pa. P.U.C. No. 1.

2. Supporting data and calculations in support of Supplement No. 1.

- 3. Notice to customers of the proposed increase and an affidavit verifying posting of the notice in the company's office and also the mailing of individual notices to all customers.
- 4. The news release and an affidavit of its distribution to the local news media on September 22, 2023 for publication.
- 5. An affidavit of the factual nature of all information presented in this filing.

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Respectfully submitted,

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Tyler J. Kaib/Partner Kaib and Kaib, LLC

CC: Office of Consumer Advocate (w/enclosures) Office of Small Business Advocate (w/enclosures) Bureau of Investigation & Enforcement (w/encl.)

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Tariff Gas – Pa. P.U.C. No. 1 2002 9120 2003 9120 2003 9120

Kaib and Kaib, LLC

RATES, RULES AND REGULATIONS

CONCERNING THE FURNISHING OF

NATURAL GAS SERVICE

IN A PORTION OF

THE TOWNSHIP OF WARSAW

AND

THE BOROUGH OF HAZEN

JEFFERSON COUNTY, PENNSYLVANIA

Issued: October 4, 2023

Effective for service rendered on and after December 4, 2023

By: Tyler J. Kaib/Partner PO Box 8034 Zanesville, OH 43702 (740) 704-0609 Affidavit affirming factual nature of all data submitted AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA Ss:

Jeffersa N. County

......TJ Kaib........, being duly sworn (affirmed) according to law, deposes

and says that he/she is ... Partner...... of ... Kaib and Kaib.....;

that he/she is authorized to and does make this affidavit for it; and that the facts set forth are true

and correct; or are true and correct to the best of his/her knowledge, information and belief and

he/she expects the said to be able to prove the same at

the hearing hereof.

TJ Kaib, **Partner**

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Signature of Affiant(s)

Sworn and subscribed before me this

My Commission Expires 03:08:2023



Brenna A. Brookover Notary Public, State of Ohd gnature of Official Administering Oath My Commission Expires March 08, 2028 Kaib and Kaib, LLC

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ISSUED: October 4, 2023

EFFECTIVE: December 4, 2023

Tariff Gas – PA P.U.C. No. 1 Original Page No. 2

SCHEDULE OF BASE RATES

RATE RS

RESIDENTIAL

AVAILABILITY: This Rate applies to all residential Customers in the entire gas service territory of the Company. A residential Customer shall be defined as a Customer using natural gas in (1) a one or two-family dwelling, (2) separately metered apartments of a multiple dwelling, or (3) premises used as a single family dwelling and for one or more business uses, provided the proprietor of the business resides in the single family dwelling, and the business uses less than fifty percent of the anticipated gas usage served through a single meter. Service will be supplied only where the Company's facilities are suitable to the service desired.

MONTHLY RATE TABLE

Customer Charge:	\$12.00 per Month
Distribution Charge:	
All MCFs	\$9.00 per MCF
State Tax Adjustment Charge (STAS):	
As Calculated on Page 20 of the Tariff:	0 %
Gas Cost Rate for all MCF Purchased from the Company As Calculated on Page 21 of this Tariff:	\$0 per Mcf

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ISSUED: October 4, 2023

Tariff Gas – PA P.U.C. No. 1 Original Page No. 3

SCHEDULE OF BASE RATES (Continued)

RATE CS – COMMECIAL

AVAILABILITY This Rate applies in the entire territory served by the Company and is available to all Customers, except residential Customers, using gas for any purpose. Service will be supplied only where the Company's facilities and the available quantity of gas are suitable to the service desired.

MONTHLY RATE TABLE

Customer Charge:

\$35.00 per:Month

\$9.00 per MCF

Distribution Charge:

All MCFs

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State Tax Adjustment Charge (STAS): As Calculated on Page 20 of the Tariff:

0 %

Gas Cost Rate for all MCF Purchased from the Company As Calculated on Page 21 of this Tariff:

\$0 per Mcf

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ISSUED: October 4, 2023

Tariff Gas – PA P.U.C. No. 1 Original Page No. 4

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TERRITORY COVERED BY THIS TARIFF

Jefferson County

Township of Warsaw

Borough of Hazen

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ISSUED: October 4, 2023

RULES AND REGULATIONS

1. THE GAS SERVICE TARIFF

- 1.1 <u>Filing and Inspection</u>. A copy of this Tariff, under which gas service will be supplied, is on file with the Pennsylvania Public Utility Commission and is open to inspection at the offices of the Company.
- 1.2 <u>Application</u>. The Tariff provisions apply to everyone receiving gas service from the Company, and the lawful receipt of gas service shall constitute the receiver a Customer of the Company.
- 1.3 <u>Rules and Regulations</u>. The Rules and Regulations, filed as a part of this Tariff, are a part of every contract for service made by the Company and govern all classes of service where applicable, unless specifically modified by a rate provision.
- 1.4 <u>Statement by Agents</u>. No representative has authority to modify a Tariff rule or provision, or to bind the Company by any contrary promise or representation.

2. CONTRACT FOR GAS SERVICE

- 2.1 <u>Standard Service Contract</u>. A written application for gas service may be required from each Customer and for each service location. An application for service upon acceptance by the Company constitutes a contract between the Company and the Customer. For residential customers, the term "applicant" shall mean any natural person not currently receiving service who applies for residential service or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential service is requested, and the term "Customer" shall mean a natural person in whose name a residential account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the mortgage, deed or lease of the property for which residential service is requested or provided.
- 2.2 <u>Other Contracts</u>. Contracts, other than standard contracts, may be entered into between the Company and a Customer by mutual agreement.
- 2.3 <u>Right to Reject</u>. The Company may limit the amount and character of service it will supply or may reject applications for service not available, or which might affect the supply of service to other Customers, or for other good and sufficient reasons.

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ISSUED: October 4, 2023

Kaib and Kaib	Tariff Gas – PA P.U.C. No. 1
Zanesville, OH 43702	Original Page No. 6

- 2.4 <u>Application of Rates</u>. The rates named in this Tariff are based upon supply to one Customer through one meter at one premise. Each service to a different location and/or of a different rate classification shall be billed as a separate Customer. Customers who take service at two or more locations on the same property under the same rate schedule may, by request, have their use of gas combined for billing purposes. Customers may not pool together for purposes of qualifying for a rate schedule.
- 2.5. <u>Selection of Rate Schedule</u>. When the characteristics of usage or service conditions of an applicant or Customer are such that more than one rate schedule is available, the applicant or Customer shall select the schedule to be applied. Upon request, the Company will assist to a reasonable extent in selecting the most advantageous schedule. For Customers changing schedules, the Company will bill the Customer under the selected rate beginning with the date of the next scheduled meter reading following notification of the selected rate.
- 2.6 <u>Unauthorized Use</u>. The use of service without notifying the Company and enabling it to read its meters will render the user liable for any amount due for service supplied to the premises from the time of the last reading of the meter, immediately preceding his occupancy, as shown by the Company's books. Unauthorized use of service or service obtained under false pretense may be terminated by the Company without notice.
- 2.7 <u>Compliance with Availability Provisions</u>. The use of the Company's service shall not be for any purpose other than that covered by the availability provisions of the rate under which service is supplied.
- 2.8 <u>Resale of Gas</u>. Gas service is provided upon the express condition that it shall be supplied exclusively by the Company and that the Customer shall not sell, or otherwise dispose of, the gas or any part thereof without the written consent of the Company.

3. GUARANTEE OF PAYMENT

3.1(a) Deposits. A cash deposit may be required from an applicant to secure payment of bills for regulated distribution service. The Company may require an existing residential Customer to post a deposit to reestablish credit whenever the Customer has been delinquent in the payment of any two (2) consecutive bills or three (3) or more bills within the preceding twelve (12) months and otherwise as permitted under the Commission's regulations at 52 Pa. Code Chapter 56. In addition, the Company may require a deposit, letter of credit or other adequate assurance of payment, or any combination thereof, from a non-residential Customer if the Customer has been delinquent in payment of any bill in the preceding twelve (12) months or the Company otherwise has reasonable grounds to require security for payment of bills.

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- 3.1(b) Credit Standing. In evaluating a customer's credit standing, factors to be considered include, but are not limited to, average monthly consumption, average monthly bill for regulated distribution service, evaluations by credit rating services, payment history with the Company during the prior twelve-month period and payment history and credit standing with lenders or other providers of utility services or providers of other goods or services.
- 3.2 Amount of Deposit. The deposit shall not be more than the bill for regulated distribution service for the estimated usage for two (2) average monthly billing periods where the average monthly usage is computed as 1/12 of the estimated most recent consumption for a twelve month period. For nonresidential Customers, the deposit shall not be more than the bill for the estimated usage for one average monthly billing period plus that for the highest monthly billing period within the most recent twelve (12) months.
- 3.3 Refund of Deposit. A deposit secured from a residential Customer shall be returned after the Customer has paid bills for regulated distribution service for twelve (12) consecutive months without having service terminated and without having paid the bill after the due date or other permissible period on more than two (2) occasions. The Company shall then refund any cash deposit, plus interest accrued, so long as the Customer currently is not delinquent. The Customer may elect to have the deposit applied to the account in order to reduce bills for service in lieu of a cash refund. Upon termination or discontinuance of service, the Company shall promptly apply the deposit, including accrued interest, to any outstanding balance for service and refund the remainder to the Customer.
- 3.4 Interest on Deposits. Interest at the rate of the average of 1-year Treasury Bills for September, October and November of the previous year is payable on deposits without deductions for taxes thereon unless otherwise required by law. This is in accordance with 52 Pa. Code Section 56.57.
- 3.5 Prior Debts and Transfer of Accounts

(a) Residential. For residential service, the Company may permit transfer of accounts, require transfer of unpaid balances for prior service, and condition service upon payment of unpaid balances in accordance with the Commission's regulations at 52 Pa. Code, Sections 56.16 and 56.35.

(b) Commercial and Industrial. Applications for gas service in new locations will be accepted only when all bills for service to Customer at previous locations have been paid.

(C) Indicates Change

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ISSUED: October 4, 2023

4. SERVICE - SUPPLY FACILITIES

- 4.1 Service-Supply Pipe and Service Connection. The Company will maintain and own the service-connection pipe (supply-main to curb) and the service-supply pipe (curb to meter).
- 4.2. Location of Curb Line. Where no curb line is evident, the nearest edge of the public highway in which the supply-main is located shall be considered the curb line.
- 4.3 Point of Entry. The location of the point of entry to the Customer's building and the location of an outside meter shall in all cases be determined by the Company.
- 4.4 Service-Supply Equipment. The Company will maintain and own any meters, regulators, connections or other equipment required for the supply of service. All such equipment shall remain the exclusive property of the Company, and the Company shall have the right to remove such property from the premises of the Customer at any time after the termination of service, whatever may have been the reason for such termination.
- 4.5 Location of Service-Supply Equipment. The Customer shall provide, without charge, a suitable place for the meters, regulators, connections or other equipment of the Company. The location shall be as near as possible to the point where the supply piping enters the Customer's building and where the connections are not concealed. Such places shall be conveniently accessible to the Company's employees and otherwise acceptable to the Company.
- 4.6 Relocation of Service-Supply Facilities. Changes in location of service-supply pipe, meters, regulators, connections or other equipment for the accommodation of the Customer shall be done by the Company at the expense of the Customer.
- 4.7 Non-Standard Service. The Customer will ordinarily be required to pay the cost of any special installation necessary to meet his requirements for service at other than standard conditions.
- 4.8 Reverse Flow. Where necessary, as determined by the Company, the Customer may be required to install check valves, or other devices, at the expense of the Customer, to prevent compressed air or other gases from entering the Company's mains.

(C) Indicates Change

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ISSUED: October 4, 2023

5. EXTENSION REGULATION

- 5.1 Supply-Main Construction. The Company will install, own and maintain all gas supplymains located on the highway or in right-of-way acquired by the Company and used or usable as part of the Company's system.
- 5.2 Obligation to Extend. Under the rules set forth below and under normal conditions of construction and installation, upon written application, the Company will extend its facilities within its service territory, provided that (a) the requested extension will not adversely affect the availability or deliverability of gas supply to existing customers and (b) the Company's investment in facilities is warranted by the anticipated revenue to be derived from the extension. The costs of extending facilities beyond that provided by the Company shall be paid by the applicant.

5.3 General

- (a) Anticipated Base Revenue. As used in these rules, the anticipated base revenue is the annual base rate revenue from the extension, as determined by the Company using consistently applied, then current standards, less the cost of fuel included in base rates. Where gas is used as a supplemental source of fuel for peak heating purposes, base revenues from such use shall be excluded from anticipated base revenue.
- (b) Estimates and Special Costs. Cost estimates used by the Company in analyzing a proposed extension of facilities will be based on construction and installation conditions anticipated for the particular extension, standard street opening terms and fees and installation during the construction season. Notwithstanding the foregoing, applicant may be required to pay for additional costs attributable to nonstandard street opening terms and fees and fees and estimated additional costs attributable to winter season installation.
- (c) Surface Restoration. The Company will restore the street surface in accordance with applicable local government regulations and provide rough backfilling of the installation trench from the curb to the meter. Applicant may be required to perform or pay the Company's cost of additional surface restoration, including but not limited to replacement or repair of sidewalks, driveways, landscaping or sod.

5.4 Residential Gas Service

(a). Meter, Regulator and Service-Supply Pipe. For service to single dwelling units, the Company will install at its cost the meter, regulator, and service connection (main to curb). The Company will also install at its expense that length of service-supply pipe (curb to meter) with an estimated installed cost of up to two times or where the requested service will not require a supply-main extension three times, the anticipated base revenue, provided that the excess, if any, is paid by the applicant.

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ISSUED: October 4, 2023

5. EXTENSION REGULATION (Continued)

- (b). Supply-Mains. For service to single dwelling units, the Company will provide the necessary supply mains, provided the applicant pays, as an extension deposit, the excess, if any, of the estimated cost for the minimum system of supply-main needed to serve the proposed extension over an amount equal to four times the anticipated base revenue.
- (c). Developments. As used in these rules, a development is five or more lots designated by the owner or developer for the construction of individually metered dwelling units. Normal conditions of construction in a development include trenching provided by the developer. The Company will install at its cost the meter, regulator, service connection and up to 75 feet of service-supply pipe per dwelling unit. The Company will provide the necessary supply-mains, provided the applicant pays the excess, if any, of the estimated cost for the minimum system of supply-main needed to serve the proposed extension over an amount equal to four times the anticipated base revenue from all units. An extension deposit may be required up to the amount of the Company's total estimated investment in the extension. This provision does not apply to separately occupied, vertically arranged dwelling units (multi-unit housing).
- 5.5 Commercial and Industrial Gas Service (including apartment buildings and multi-unit housing)
 - (a). In extensions costing up to \$XX.XXX HASN'T BEEN DETERMINED from which the Company in its sole judgment anticipates long-term, continuous usage at projected volumes, the Company will install, at its cost, a meter, regulator, and service connection. The Company will provide service-supply pipe and supply main, provided that the investment by the Company will not exceed: (a) for the estimated cost of service-supply pipe, an amount up to two (2) times the anticipated base rate revenue; and (b) for the combined estimated cost of service-supply pipe and supply-main (minimum system), an amount up to four (4) times the anticipated base rate revenue. The applicant shall pay any costs in excess of the above limit on the Company's investment.
 - (b). For all other extensions, applicant shall pay for the amount of the estimated cost, if any, in excess of the investment determined by the Company in its sole judgment to be warranted by the anticipated revenue to be derived from the extension.
 - (c). The Company may condition its agreement to extend its facilities upon satisfactory longterm and short-term usage commitments and any other terms and conditions of service as are mutually agreeable to the Company and the applicant. An extension deposit may be required up to the amount of the Company's total investment in the extension.

(C) Indicates Change

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ISSUED: October 4, 2023

5.6 Deposits and Refunds

Except as otherwise described herein, when an extension deposit is required by the Company, the terms and conditions of refunds and or future payments that may be required of the applicant will be governed by the service agreement between the Company and the applicant. When an extension deposit is required by the Company from an applicant pursuant to Paragraph 5.4B, and additional customers are added to the extended facilities, the original customer who paid the deposit will be entitled to a refund (without interest) during the five year period immediately following completion of this extension, of a pro rata portion of the original deposit based upon the additional gas-only appliance usage by such additional customers.

5.7 Taxes on Deposits for Construction & Customer Advances.

Any deposit, advance or other like amounts received from the applicant which shall constitute taxable income as defined by the Internal Revenue Service will have the income taxes segregated in a deferred account for inclusion in rate base in a future rate case proceeding. Such income taxes associated with a deposit or advance will not be charged to the specific depositor of the capital.

6. CUSTOMER'S FACILITIES

6.1 Company's Right to Inspect.

Piping, fixtures and appliances on Customer's premises must be installed at the expense of the Customer or owner of the property. The Company shall have the right, but shall not be obliged, to examine the Customer's installation and appliances at the time service is first supplied or at any later time. If at any time the installation or appliance is found defective or unsafe, service may be refused or discontinued until Customer has the condition corrected. The Company's inspection, or failure to inspect or reject, shall not render the Company liable or responsible for any loss or damage, resulting from defects or inadequacies in the installation, piping, or appliances, or from violation of the Company rules, or from accidents which may occur upon the premises of the Customer.

6.2 Final Connection.

In all cases the final connection between the Customer's installation and the Company's service-supply pipe shall be made by or under the supervision of a representative of the Company.

7. CUSTOMER'S RESPONSIBILITY FOR COMPANY'S PROPERTY

7.1 Protection by Customer.

The Customer shall be responsible for the protection of the Company's property on his premises, and shall not permit any unauthorized person to do any work on such property. In the event of damage or destruction of the Company's property, the Customer shall pay the costs of repairs and/or replacement.

(C) Indicates Change

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7.2 Tampering.

In the event of the Company's meter or other property being tampered or interfered with, the Customer being supplied through such equipment shall pay the amount which the Company may estimate is due for service used but not registered on the Company's meter, and for any repairs or replacements required, as well as for costs of inspections, investigations, and protective installations.

7.3 Access to Premises.

The authorized agents or employees of the Company, properly identified, shall have free access at all reasonable times to the premises of the Customer for the purpose of reading meters and disconnecting service, for installing, testing, inspecting, repairing, adjusting or removing any Company property.

8. METER READING

8.1 Measurement.

The measurement of gas service shall be by meters furnished and installed by the Company.

8.2 Meter Reading Intervals.

The Company will read its meters at scheduled regular monthly intervals, at the option of the Company, for service furnished during the preceding period.

9. BILLING AND PAYMENT

9.1 Billing Period.

Residential Customers will be billed monthly. The Company may elect to bill nonresidential Customers monthly or bi-monthly. In circumstances where the Company may require a deposit or other adequate assurance of payment from a non-residential Customer, the Company may, without adjusting the amount of the deposit or other form of security, read the Customer's meter and render bills at shorter intervals. When different base rate prices apply to usage during a billing cycle and usage is not metered daily, usage will be presumed to occur at a level rate throughout the period for purposes of billing. When the Company is unable at any regular reading date to gain access to the meter, the Company may render an estimated bill.

(C) Indicates Change

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ISSUED: October 4, 2023

9. BILLING AND PAYMENT (Continued)

9.2 Equal Monthly Payment Plan.

Residential ratepayers may elect an optional billing procedure which averages estimated utility service costs over a 10-month, 11-month or 12-month period to eliminate, to the extent possible, seasonal fluctuations in utility bills. The utility shall review accounts at least three times during the optional billing period.

9.3 Payment Period.

The due date for payment of a residential bill shall be not less than twenty (20) days from the date of mailing and fifteen (15) days for a non-residential bill with the exception that bills to elementary and secondary schools shall be due thirty (30) days after the date of mailing. For all billings, if the due date for payment should fall on a Saturday, Sunday, bank holiday or any other day when offices of the Company where payments are regularly received are not open to the general public, the due date shall be extended to the next business day. Failure to receive a bill will not release the Customer from payment obligations.

9.3.1 Due Date Extension Program.

Residential Customers meeting the qualification requirements of the Due Date Extension Program shall, upon written application, have the due date for payment of bills for service to their personal residence extended. To qualify, applicants must submit proof that their sole source of support, and that of others in their household, is derived from a permanent fixed income plan, issuing monthly checks. Under the program, the due date for payment on a bill normally falling due between the sixth day of the month and the twentieth day of the month shall be extended to the first working day after the twentieth of the month. The due date for payment on a bill normally falling due between the twenty-first day of the month and the fifth day of the following month, shall be extended to the first working day after the fifth day of the latter month. Initial applications for due date extensions must be made at Company offices.

(C) Indicates Change

(I) Indicates increase

ISSUED: October 4, 2023

9. BILLING AND PAYMENT (Continued)

9.4. Company Late Payment Charge.

If payments are not received by the 20th of the month in which the bill is rendered, a 1.25% late charge will be added to the following month's bill. If payments are not received after 60 days, shut off procedures will be initiated as prescribed by the Public Utility Commission's regulations.

The late payment charge on residential service will be calculated on the overdue portions of the Company's regulated share of the bill only and shall not be charged against any sum that falls due during a current billing period.

The Company may waive the collection of the late payment charge and accept the net amount of an overdue bill for any Customer for reasons deemed by the Company to be good and sufficient.

9.5 Payment by Mail.

When Customers' bills are paid through the mail, the date of the postmark will be considered the date of payment.

9.6 Payment Made to Collector.

When a customer pays the collector to avoid termination at their business or residence, a Thirty Five dollar (\$35.00) service fee is due and payable.

9.7. Return Check Charge.

The Company may impose a service charge of Thirty Five dollars (\$35.00) for each check received from a Customer in payment of bills for service that is dishonored and returned by the bank on which it is drawn.

9.8 High Bill Investigation.

Any Customer requesting an on-site high bill investigation will be assessed a fee of Thirty Five dollars (\$35.00). If the investigation detects a metering error, the service charge will be waived.

9.9 Billing History.

Any Customer requesting usage and/or billing information for a period in excess of the most recent thirty (30) months will be assessed a service charge of Thirty Five dollars (\$35.00).

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9. BILLING AND PAYMENT (Continued)

9.10 LIFSO (Landlord If Shut Off).

Landlords may elect this optional program which transfers natural gas service to the landlord each time a customer notifies the Company it has vacated the landlord's rental property. The Company may impose a Thirty Five dollar (\$35.00) handling fee for all LIFSO accounts, but not exceeding \$100.00 annually per landlord.

9.11 Payment Refunds.

Refunds due customers shall be mailed to the Customer. Refunds may also be picked up at the office within sixty (60) days. After sixty (60) days, the refund shall be applied to Operation Share.

9.12 Turn On Charge.

The Company may assess a fee of Fifty dollars (\$50.00) if the natural gas flow to the property has been discontinued.

9.13 Tap-In Fee

Whenever a new customer is added, a one-time charge of \$1000.00 will be assessed to the new customer as a tap-in fee.

9.14 Set Meter Charge.

The Company may assess a fee of Two Hundred Fifty dollars (\$250.00) if a meter must be installed to reconnect natural gas service previously shut off to the customer.

9.15 Change of Customer Charge.

The Company may assess a fee of Thirty Five dollars (\$35.00), if the new party requesting service requests the Company to read the meter. The charge does not apply if the Company accepts the Customer's meter reading.

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ISSUED: October 4, 2023

10. TESTS

10.1 Meter Tests.

The Company may, from time to time and at its expense, inspect and test its meters. The Customer has the right to have the Company test the meter in service at the Customer's premises, and, upon written request, the Company will remove, seal and test the meter in accordance with the Gas Service Regulations of the Pennsylvania Public Utility Commission ("Regulations"). Together with the written request for a meter test, the Customer shall deposit with the Company the meter testing fee specified by the Regulations. If the meter tests within the accuracy limits specified by the Regulations, the meter shall be deemed for all purposes to have registered accurately. In such case, no billing adjustment shall be made and the meter testing fee deposited with the Company shall be credited to the Company.

10.2 Adjustment for Meter Error.

If any meter becomes defective or fails to test accurately, an adjustment will be made to the Customer's bill in accordance with the Regulations and the meter testing fee deposited with the Company shall be refunded to the Customer.

11. DISCONTINUANCE OF SERVICE

11.1 Discontinuance for Default (Termination).

The Company may discontinue service on reasonable notice and remove its equipment in case of non-payment of Company regulated charges or for violation of Rules and Regulations. The Company will discontinue service for non-payment of undisputed Company regulated charges. The Company may discontinue service without notice for abuse, fraud or tampering with the meters, connections or other equipment of the Company may require a payment in advance of all arrearages and a charge of Fifty dollars (\$50.00) except where it has become necessary to remove the service pipe or connection to discontinue service, in which case service will be restored on payment to the Company of the costs of discontinuance and restoration.

11.1a. Winter Service Terminations

Absent a situation, in the Company's sole judgment, that an occurrence which endangers the safety of any person or may prove harmful to the energy delivery system, heat related service may not be terminated between December 1 and March 31.

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SERVICE RECONNECTION (Continued)

11.2 Service Reconnection

When service to a dwelling has been terminated, the utility shall reconnect service by the end of the first full working day after receiving one of the following:

(1) Full payment of an outstanding charge plus a reasonable reconnection fee. Outstanding charges and the reconnection fee may be amortized over a reasonable period of time. Factors to be taken into account shall include, but not be limited to:

- (i) The size of the unpaid balance.
- (ii) The ability of the ratepayer to pay.
- (iii) The payment history of the ratepayer.
- (iv) The length of time over which the bill accumulated.

(2) Payment of amounts currently due according to a settlement or payment agreement, plus a reasonable reconnection fee, which may be a part of the settlement or payment agreement. The utility may apply the procedure in paragraph (1), if the payment history indicates that the ratepayer has defaulted on at least two payment agreements, or an informal complaint decision, or a formal complaint order.

(3) Adequate assurances that any unauthorized use or practice will cease, plus full payment of the reasonable reconnection fee of the utility, which may be subject to a payment agreement and compliance or adequate assurance of compliance with an applicable provision for the establishment of credit or the posting of deposits or guarantees.

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(I) Indicates Increase

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DISCONTINUANCE OF SERVICE (Continued)

11.3 Discontinuance by Customer.

Customer must give at least seven (7) days written notice to the Company and any nonratepayer occupant of the premises to which service is being supplied, specifying the date on which it is desired that service be discontinued. If a Customer requests discontinuance of service at a dwelling other than his residence, the Customer must state in writing that the premises are unoccupied. If the premises are occupied, the Customer's written notice requesting discontinuance of service must be endorsed by all affected occupants. The Customer shall be liable for gas consumed until transfer of the account or the meter shut off.

12. GENERAL

12.1 Service Continuity.

The Company will use reasonable diligence to provide a regular and uninterrupted supply of gas. Should the supply of service be interrupted by the Company for the purpose of making repairs, changes or improvements in any part of its system for the general good of the service or the safety of the public, or should the supply of service be interrupted or fail by reason of accident, strike, legal process, State or Municipal interference, or any other cause whatsoever beyond its control, the Company shall not be liable for damages, direct or consequential, resulting from such interruption or failure.

12.2 Gratuities to Employees.

The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on Company's time

(C) Indicates Change

(D) indicates Decrease

(I) Indicates Increase

ISSUED: October 4, 2023

13. STATE TAX SURCHARGE

Applicable to All Rates.

In addition to the net charges provided for in this Tariff, a surcharge of 0% will apply to all service rendered on or after **Month/Day/Year**. The above surcharge will be recomputed, using the same elements prescribed by the Commission whenever any of the tax rates used in calculation of the surcharge are changed;

The above recalculation will be submitted to the Commission within 10 days after the occurrence of the event or date which occasioned such re-computation; and that if the recomputed surcharge is less than the one in effect, the utility will submit a tariff or supplement to reflect the decrease. If the recomputed surcharge is more than the one then in effect the utility may, submit a tariff or supplement to reflect such increase in the surcharge. The effective date of which shall be 10 days after filing of the revised tariff or supplement.

(C) Indicates Change

(D) indicates Decrease

(I) Indicates Increase

ISSUED: October 4, 2023

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RULES AND REGULATIONS (Continued)

14. THE GAS COST RATE (GCR)

14.1 Provision for Gas Cost Rate

The gas cost rate of **\$0.00** shall be applied to each Mcf (1,000 cubic feet) of gas supplied under the Rate Schedules of this Tariff.

14.2 Computation of the Gas Cost Rate

The GCR shall be computed to the nearest one one-hundredth of a cent (\$0.0001) in accordance with the formula set forth below:

$$GCR = (C-E) / S) - B$$

Each gas cost rate so computed shall be applied to customers' bills for a one-year period during the billing periods of November thru October provided, however, that such rate may be revised on an interim basis subject to approval of the Public Utility Commission upon determination that the effective rate will result in a material over or under-collection of gas costs, if not revised. Such interim change shall become effective thirty (30) days from the date of filing unless otherwise denied or modified by the Commission.

14.3 Definitions:

GCR – gas cost rate determined to the nearest one one-hundredth of a cent (\$0.0001) to be applied to each Mcf of gas supplied under the Rate Schedules of this Tariff.

C – a number of dollars, determined as follows:

- (a) for all types of purchased gas, project the cost for each purchase (adjust for net current gas stored) for the computation year, plus;
- (b) the arithmetical sum of:
 - (1) the projected book value of non-current gas at the beginning of the computation year, minus;
 - (2) the projected book value of non-current gas at the end of the computation year.

(C) Indicates C	hange
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(D) indicates Decrease

(I) Indicates Increase

ISSUED: October 4, 2023

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14. THE GAS COST RATE (GCR) (Continued)

E – experienced net over collection or under collection of the cost of purchased gas as of the end of the twelve (12) month period ending with the August billing period, including interest.

Interest shall be computed monthly at the appropriate rate as provided for in Section 1308(d) of the Public Utility Code from the month the over or under collection occurs to the effective month such over or under collection is refunded or recouped respectively. Customers shall not be liable for interest on net under collections.

Additionally, supplier refunds received prior to the end of the August billing period will be included in the calculation of "E" with interest added at the annual rate of six percent (6.0%) calculated in accordance with the foregoing procedure beginning with the month such refund is received by the Company.

S – projected Mcf of gas to be billed to customers during the computation year

B – base cost of purchased gas of \$0.00 per Mcf. The base cost is the portion of purchased gas costs included in the base rate charges.

The base cost of gas shall be adjusted at the time of the annual gas cost rate filing to include at least ninety percent (90%) of the Company's projected gas purchase costs as the Commission may permit.

Purchased Gas – the volume of gas purchased by the Company that is delivered to the Company's customers, plus such portion of the Company used and unaccounted-for gas as the Commission permits, including, but not limited to, natural gas, liquefied natural gas, synthetic gas, liquefied propane and naptha.

Computation Year – the fiscal year from November through October.

14.3 /Adjustment to Base Rate:

Whenever a change is made in the level of the base cost of gas, a corresponding adjustment shall be made to the base rates of applicable rate schedules.

14.4 Annual Filing with the Pennsylvania Public Utility Commission: Audit: Rectification

The preliminary filing of the Company's annual gas cost rate effective during the billing periods of November through October shall be submitted to the Commission by September 2. A final filing based upon actual data together with revisions to data in the preliminary filing shall be made by October 2. Notice to customers shall be made at the time of the preliminary filing.

(C) Indicates	Change
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(D) indicates Decrease

(I) Indicates Increase

ISSUED: October 4, 2023

Tariff Gas -- PA P.U.C. No. 1 Original Page No. 22

RULES AND REGULATIONS (Continued)

14. THE GAS COST RATE (GCR) (Continued)

The application of the gas cost rate shall be subject to continuous review and audit by the Commission at such intervals as the Commission shall determine. The Commission shall continuously review the reasonableness and lawfulness of the amounts of the charges produced by and included within the gas cost rate.

If from such audit it shall be determined, by final order entered after notice and hearing, that this clause has been erroneously or improperly utilized, the Company will rectify such error or impropriety, and in accordance with the terms of the order apply adjustments to future gas cost rates for such revenues as shall have been erroneously or improperly collected. The Commission's order shall be subject to the Right of Appeal.

14.5 Reporting Requirements:

The Company shall file quarterly reports within thirty (30) days following the conclusion of each computation year quarter. These reports will be in such form as the Commission shall have prescribed.

14.5 Exclusion from Other Charges:

Amounts billed for the gas cost rate shall not be subject to the State Tax Adjustment Surcharges set forth elsewhere in this Tariff.

(C) Indicates Change

(D) indicates Decrease

(I) Indicates Increase

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ISSUED: October 4, 2023

Schedule	A
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		BLIC UTILITY COMMISSION Harrisburg, PA 17120		
Inform		Gas Utilities' Request for A Code Section 53.52	ate Increase	
<u>1. NA</u>	ME OF UTILITY, OFFICE M	AILING ADDRESS AND AR	EA SERVED	
A. Utility Name:	Kaib & Kaib, LLC			_
B. Street Address:	P.O. Box 8034			_
C. City or Borough:	Zanesville, OH	Tow	nship: Springfield	
D. County: Muskin	gum	Zip C	Code: _43702-8034	_
E. Area Served:	Hazen, PA			~
<u></u>	II. TYPE OF ORGANIZAT			
A Turne of Ownership				
A. Type of Ownership:		Sole		
Corporation:	Partnership: <u>X</u>	Proprietor	Other:	-
B. If a corporation list na	mes of the officers. If an	individual or partnership l	ist the	
name of each.	Tyler J. Kaib			
		ed during the last twelve me and address of the pric		
D. Date the utility was fo	ormed or incorporated:	. <u></u>	· · · · · · · · · · · · · · · · · · ·	
E. Is the utility controlle	d by another corporation	?YN If yes, by who	om?	-
III. PERSON TO	CONTACT REGARDING T	HE INFORMATION SUPPL	ED ON THESE FORMS	,
A. Name and Title:	Paul Metro-COO; Tony	Rametta- CFO		_
B. Address:	35 Oak Tree Road			_
C. City or Borough:	Hummelstown			_
D. Telephone Number:	Area Code: 717.329			
Cell Phone Number:	Area Code:			
				onsul

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Name of Utility:	Kaib & Kaib, LLC
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COMPARATIVE BALANCE SHEET FOR THE PERIOD ENDING

ASSETS		ce at Beginning of Period	Balance at End of Period		
CURRENT ASSETS:	+		+		
Cash	\$	142,028.00	\$	100,735.00	
Accounts Receivable	\$	-	\$	-	
Materials and Supplies	\$		\$	-	
Other Assets	\$	2,500.00	\$	2,500.00	
Prepayments	\$		\$		
Deferred Charges	\$		\$		
TOTAL CURRENT ASSETS	\$	144,528.00	\$	103,235.00	
PLANT, PROPERTY & EQUIPMENT	}				
Plant in Service	\$	125,954.00	\$	247,096.00	
Construction Work In Progress	\$		\$		
TOTAL PLANT	\$	125,954.00	\$	247,096.00	
Less: Accumulated Depreciation/Amortization	\$	74,998.00	\$	196,868.00	
NET PLANT	\$	50,956.00	\$	50,228.00	
THER ASSETS					
		}			
Investments	\$	-	\$	-	
Other	\$	75,000.00	\$	75,000.00	
TOTAL OTHER ASSETS	\$	75,000.00	\$	75,000.00	
TOTAL ASSETS	\$	270,484.00	\$	228,463.00	
LIABILITIES Current Liabilities:)	ce at Beginning of Period	Bal	ance at End of Period	
Accounts Payable- Gas Suppliers			+		
Accounts Payable- das Suppliers	\$		\$	·····	
Accounts Payable- Other		14 400 00	\$	12 228 00	
Interest Payable	\$	14,400.00	- Andrewson -	13,328.00	
Taxes Payable	\$		\$		
-	\$		\$		
Contributions in Aid of Construction	\$		\$		
Customer Deposits	\$		15		
Other Liabilities TOTAL CURRENT LIABILITIES	\$	- 14,400.00	\$		
	ļ	14,400.00	+	£3,320.00	
Long-term Liabilites					
DebtMortgages	\$	50,870.00	\$	123,321.00	
Debt Loans from Partners	\$	7,506.00	\$	13,808.00	
TOTAL LONG-TERM LIABILITIES	\$	58,376.00	\$	137,129.00	
EQUITY					
Common Stock	\$]	\$		
Paid-in Capital	\$	197,708.00	\$	78,006.00	
Retained Earnings	\$		\$	•	
Total Equity	\$	197,708.00	\$	78,006.00	
	\$		\$	the second s	

Description Number of Customers Actual Revenues (Year end Customers for Actual Revenues Totals as entire year) ¹ Totals as Annualized Increase in Base Rates Revenue after Revenue after Increase Description Number of Customers Actual Revenues entire year) ¹ Annualized Rates Increase Beginning of period End of period Prior Current Year Pro Forma Test Year Year Year <t< th=""><th></th><th></th><th>State</th><th>ment of Rev</th><th>renues and f</th><th>Proposed Base I</th><th>Rate Increase</th><th></th><th></th></t<>			State	ment of Rev	renues and f	Proposed Base I	Rate Increase		
of period (1) period (2) Year (3) Year (4) Year (5) Year (6=5+4) (7) (8=6+7) USTOMER CLASS Residential 45 45 \$40,984.22 \$40,757.34 \$ <td< th=""><th>Description</th><th>Number of</th><th>Customers</th><th>)</th><th>~ 1</th><th>(Year end Customers for</th><th></th><th>Increase in Base</th><th>Revenue after</th></td<>	Description	Number of	Customers)	~ 1	(Year end Customers for		Increase in Base	Revenue after
2021 2022 2022 -		of period	period	Year	Year	(5)	Year	(7)	(8=6+7)
	Residential Commercial Industrial Transportation Other: Late Pymt Fees	3	3	\$40,984.22 \$ 2,732.28 \$ - \$ -	\$40,757.34 \$ 2,717.16 \$ -	\$ \$ \$ \$ \$ -	\$ 2,717 \$ - \$ - \$ - \$ -		\$ 5,264 \$ \$ \$

1. This is the pro forma revenue from the number of customers at the end of the year had they been receiving service for the entire year.

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		Statem	ent o	f Operati	ng Exp	enses and		osed Base	Rate	Increase		
						xpense				7		
						alizations/A	} ₋	otals as	0.	anarad		roposed Base levenue after
	12 1	Ionth Perio	d Endi	a Actuale		stments	1	nualized	1	oposed creases		ncrease
		Prior	T	ING ACTUAIS		istille ills		orma Test	<u> </u> "		·'	ncrease
		Year	lour	rent Year	ł	}	{	Year	}	{		
		(1)		(2)		(3)		4=2+3)]	(5)		(6=4+5)
otal Operating Revenue: 1	s	43,717	s	43,475	s		\$	43,475	5	28,337		
The Sharefull internation	þ í -		<u>ا</u> مند		<u> </u>		<u> </u>	43,473	≓−−	20,337	\$	71,811
perating Expenses:						{			1		{	
Purchased Gas	\$	-	\$	-	\$	-	\$	-	\$	- [\$	-
Operation expense	\$	-	\$	25,247	\$	-	\$	25,247	\$	2,020	\$	27,267
Maintenance expense	\$	-	\$	11,713	\$		\$	11,713	\$	937	\$	12,650
Depreciation expense	\$	-	\$	729	\$	-	\$	729	\$		\$	729
Amortization	\$	-	\$	-	\$	-	\$	· · · · · · · · · · · · · · · · · · ·	\$			
Other	\$	-	\$	-	\$	-	\$	-	\$		\$	-
General Office Salaries	\$	-	\$	-	\$	-	\$		\$	20,000	\$	20,000
General Office Expenses	\$		\$	5,166	\$	-	\$	5,166	\$	413	\$	5,579
Other Miscellaneous Expenses	\$		\$	1,766	\$	1,000	\$	2,766	\$	221	\$	2,987
akes]				}	
State Income Taxes	\$	<u> </u>	5		\$		\$	-	5		\$	-
Federal Income Taxes	\$		\$		\$		\$		\$]	\$	-
All Other Taxes	\$		\$	1,017	\$	l	\$.	1,017	\$		\$	1,017
otal Expenses & Taxes	\$	-	\$	45,637	\$	1,000	\$	46,637	\$	23,591	\$	70,228
												STELLER MARKES
let Operating Income	\$	43,717	\$	(2,163)	\$	(1,000)	\$	(3,163)	\$	4,745	\$	1,583
Other Income	\$	{ -	\$	440	\$	·	\$	440	\$		5	440
ther Deductions:	\$		\$		\$		\$		s		\$	
Interest	\$		\$	165	\$		\$	165	\$	{	\$	165
Other	\$		\$		\$		5		s		5	· · · ·
let income	S	43,717	\$	(1,887)	\$	(1,000)	\$	(2,887)	\$	4,745	\$	1,858

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\$28,337 65% increase

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Plant In Service Details											
Year Plant	Plant Installe	d	Plant Retired	t t	Plant	Balance of					
Installed	List Major Items by Class	Total Amount	List Major Items by Class	Total Amount	Adjustments	Plant in Servi					
		h									
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Note: The value for Total Balance of Plant in Service (M33) should be equal to the value of Plant in Service on the Comparative Balance Sheet (116).

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Name of Utility:					·····	
Fo			apital Struct			
	Per Books		Pro Forma		Pro Forma Ratio	
Short-Term Debt	\$	-	\$	-		0.00%
Long-Term Debt	\$	-	\$	-		G.C6%
Common Equity:						
Common Stock	\$	-	\$.		
Preferred Stock	\$	-	\$	-		
Misc. Paid-in Capital	\$	-	\$	-		
Retained Earnings	\$	-	\$	-		
Reacquired Stock	\$	-	\$	-		
Total Equity	\$		\$			0.00%
Total Capital	\$		\$			0.00%
	Em	bedded Co Pro For				
			Cost		Int	erest
Туре	An	nount	Rate		Expense	
Short Term Debt:						
Loan A	\$	-		0.00%	\$	-
Loan B	\$	-		0.00%	\$	-
Total Short-Term Debt	- <u>-</u>		<u> </u>		\$	
Total Short-Term Debt	\$	-		0.00%	\$	-
Long-Term Debt:						
Loan C	\$	-		0.00%	\$	-
	ć	-		0.00%	\$	-
Loan D	\$					
	\$ \$	-		0.00%	\$	-
Loan D New Loan Total Long-Term Debt		-		0.00%	\$ <u>\$</u> \$	-

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	Name of Utility:	Kaib & Kai	b, LLC		
		Cost For Perio			
					Weighted
			Capital	Cost	Cost of
	Type of Capital		Structure	Rates	Capital
			(1)	(2)	(3=1x2)
(1)	Long-Term Debt		0.00%	0.00%	0.00%
(2)	Short-Term Debt		0.00%	0.00%	0.00%
(3)	Common Equity	,	0.00%	0.00%	0.00%
(4)		Total	0.00%		0.00%

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NOTICE OF PROPOSED RATE CHANGES

To Our Customers:

Kaib and Kaib is filing a request with the Pennsylvania Public Utility Commission (PUC) to increase your natural gas service rates as of December 1, 2023. This notice describes the company's rate request, the PUC's role, and what actions you can take.

Kaib and Kaib has requested an overall rate increase of \$28,337 per year. If the company's entire request is approved, the total bill for a residential customer using 12.40 MCF/month would increase from \$75.00 to \$123.00 per month or by 64.00%.

The total bill for a commercial customer using 12.40 MCF/month would increase from \$75.00 to \$146.00 per month or by 98.00%.

To find out your customer class or how the requested increase may affect your natural gas bill, contact Kaib and Kaib at (740) 704-0609. The rates requested by the company may be found in PA Tariff Gas No. 1. You may examine the material filed with the PUC which explains the requested increase and the reasons for it. A copy of this material is kept at Kaib and Kaib's office.

The state agency which approves rates for public utilities is the PUC. The PUC will examine the requested rate increase and can prevent existing rates from changing until it investigates and/or holds hearings on the request. The company must prove that the requested rates are reasonable. After examining the evidence, the PUC may grant all, some, or none of the request or may reduce existing rates.

The PUC may change the amount of the rate increase or decrease requested by the utility for each customer class. As a result, the rate charged to you may be different than the rate requested by the company and shown above.

There are three ways to challenge a company's request to change its rates:

1) You can file a formal complaint. If you want a hearing before a judge, you must file a formal complaint. By filing a formal complaint, you assure yourself the opportunity to take part in any hearings convened concerning the rate increase request. All complaints should be filed with the PUC before December 1; 2023. If no formal complaints are filed, the Commission may grant all, some or none of the request without holding a hearing before a judge.

2) You can send the PUC a letter stating your objections to the requested rate increase.

Send your letter or request for a formal complaint form to the Pennsylvania Public Utility Commission, Post Office Box 3265, Harrisburg PA 17105-3265.

3) You can be a witness at a public input hearing. Public input hearings are held if the Commission opens an investigation of the company's rate reguest and if there is a large number of customers interested in the case. At these hearings you have the opportunity to present your views in person to the PUC judge hearing the case and the company representatives. All testimony given under oath becomes part of the official rate case record. These hearings are held in the service area of the company.

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Kaib & Kaib, LLC

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PRESS RELEASE September 22, 2023 TJ Kaib (740) 704-0609

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To Ensure Funding for Increasing Safety, Reliability of System, Kaib and Kaib, Petitions the PUC to Increase Base Rates

Hazen, PA – In order to improve the safety and reliability of it's natural gas distribution system, Kaib and Kaib today asked the Pennsylvania Public Utility Commission for a 64% increase in base rates.

Under the proposal, Kaib and Kaib will increase rates by \$28,337 or 65%. As proposed, the bill for an average residential customer using 12.5 MCF of natural gas a month will increase from \$75.00 to \$123.00 a month.

The proposed increases are needed since the Kaib and Kaib has not requested, nor received, an increase in rates since 1999. The cost of labor, office supplies, parts, professional fees, and equipment, have all significantly increased in recent years.

Kaib and Kaib provides natural gas service to 50 customers in Jefferson County.

AFFP **NOTICE - INCREASE BASE RATES**

Affidavit of Publication

STATE OF PENNSYLVANIA) SS COUNTY OF CLEARFIELD }

Pat Patterson, being duly sworn, says:

That he is Publisher of the Courier Express/Tri-County Weekend, a daily newspaper of general circulation, printed and published in DuBois, Clearfield County, Pennsylvania; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following

September 22, 2023

NOTICE

To Ensure Funding for Increasing Safety, Reliability of System, Kaib and Kaib, Petitions the PUC to Increase **Base Rates**

Hazen, PA - In order to improve the safety and reliability of it's natural gas distribution system, Kaib and Kaib today asked the Pennsylvania Public Utility Commission for a 64% increase in base rates.

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Kaib and Kaib provides natural gas service to 50 customers in Jefferson County.

9/22/2023

That said newspaper was regularly issued and circulated on those dates.

SIGNED: Publisher

Subscribed to and sworn to me this 22nd day of September 2023.

Tracy L. Schuckers, Notary Public, Clearlield County Pennsylvania *l* My commission expires: April 08, 2025

00108656 00588499

TJ KAIB KAIB AND KAIB PO BOX 8034 ZANESVILLE, OH 43702

> Commonwealth of Pennsylvania - Notary Seal Tracy L. Schuckers, Notary Public **Clearfield County** My commission expires April 8, 2025 Commission number 1275896

Member, Pennsylvania Association of Notaries

Public Notices

NOTICE

To Ensure Funding for Increasing Safety, Reliability of System, Kaib and Kaib, Petitions the PUC to Increase **Base Rates**

Hazen, PA - In order to improve the safety and reliability of it's natural gas distribution system, Kalb and Kaib today asked the Pennsylvania Public Utility Commission for a 64% increase in base rates,

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Kaib and Kaib provides natural gas service to 50 customers in Jefferson County.

9/22/2023

Customer Notice Affidavit

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA

Jefferson County

...TJ Kaib....., being duly sworn (affirmed) according to law, deposes and

says that he/she is a Partner...... of

.....Kaib and Kaib.....; that he/she is authorized to and does make

this affidavit for it; and that the customer notice was mailed this day of

j,

ss:

TJ Kaib, Partner

Signature of Affiant(s)

Sworn and subscribed before me this

19th day of Stot Cmber 2023. My Commission Expires 03.08.2023



Brenna A. Brookovar Notary Public, State of Ohio My Commission Expires March 08, 2028

Signature of Official Administering Oath