

Martin Gas, Inc.

P. O. Box 783
Hindman, Kentucky 41822

Jed Weinberg
Manager

RECEIVED

JUL 15 2004

PUBLIC SERVICE
COMMISSION

Phone

(606) 785-0761
1-800-771-0761

July 12, 2004

Environmental and Public Protection Cabinet
Public Service Commission
211 Sower Blvd
P.O. Box 615
Frankfort, Kentucky 40620-0615

RECEIVED
JUL 21 2004
PUBLIC SERVICE
COMMISSION

Dear Sir or Madam:

Please find enclosed the information requested per PSC order Case No. 2004-00155.

Confirmation Date September 03, 2003 07:11

Transaction Confirmation - EXHIBIT A

This Confirmation Letter is being provided in accordance with EEC's Master Gas Sale/Purchase Agreement, the North American Energy Standards Board Base Contract for Sale and Purchase of Natural Gas or the Gas Industry Standards Board Base Contract for Short-Term Sale and Purchase of Natural Gas ("Contract"), which ever is applicable, between Equitable Energy, LLC ("EEC") and Counterparty, and constitutes part of and is subject to all terms and provisions of the Contract. In the event the Parties have not executed a Contract, the terms and conditions of the North American Energy Standards Board Base Contract for Sale and Purchase of Natural Gas and Equitable Energy's Special Provisions (attached if applicable) and this Confirmation Letter shall apply to this Transaction.

Please sign and return one copy of the attached Confirmation to EEC within two (2) Business Days of receipt to the fax number set forth below. The terms of this Confirmation Letter are binding on EEC and Counterparty unless Counterparty objects to EEC in writing within said two (2) Business Days. If you are not in agreement with the above terms, please contact Theresa L. Petersen at 412.395.2635.

Seller		Buyer	
EQUITABLE ENERGY LLC 110 ALLEGHENY CENTER MALL PITTSBURGH, PA 15212		MARTIN GAS COMPANY PO BOX 783 HINDMAN, KY 41822	
Deal Maker		Deal Maker:	
JOANNE SWOGER <i>JWS</i>		BILL WENBERG <i>BW</i>	
Phone		Phone	
412.395.2634			
Email		Email	
EMail not available -- Fax# 412.395.2675		EMail not available -- Fax#	
Transaction ID			
S-MARTINGAS-0006			
Pricing Detail			
Service Level	From	To	Price
FIRM	11/01/2003 10:00 am	11/01/2004 10:00 am	\$6.7300
Point Detail			
Pipeline	Meter	Total/Avg Daily	Description
KENTUCKY.WV	MARTIN	12,400/ 34 Dth	MARTIN-COUNTY GAS Floyd <i>BW</i>
Buyer will buy gas as needed. <i>BW</i>			
Special Conditions			
FULL REQUIREMENTS			
SELLER		BUYER	
EQUITABLE ENERGY LLC		MARTIN GAS COMPANY	
By Authorized Signer		By Authorized Signer	
		<i>Bill Wenberg</i>	
Title		Title	
Frank Kronz, Director		Vice Pres.	
Date		Date	
September 03, 2003		9/03/03	

Special Provisions

The volumes listed on page 1 are the average daily for the entire production period and the total for the production period. Listed below is the breakdown of volumes by month.

November 2003	1,700 dth/month
December 2003	3,800 dth/month
January 2004	3,200 dth/month
February 2003	1,300 dth/month
March 2003	750 dth/month
April 2003	150 dth/month
October 2004	1,500 dth/month

Clean Gas, Inc.

P. O. Box 783
Hindman, Kentucky 41822

lobi5@aol.com

Jed Weinberg
Chief Executive Officer

Phone:
(606) 785-0761

May 1, 2001

Mr. Jed Weinberg
Manager
P.O. Box 783
Hindman, KY 41822

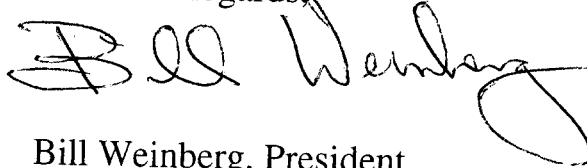
Dear Jed:

Pursuant to paragraph 16 of the contract between Clean Gas and Martin Gas dated 10-8-98, this is to indicate that we are canceling the agreement as set forth therein.

Enclosed is a new contract which would begin August 1, 2001 and states that we would provide gas to Martin Gas Company on an annual basis and, like the previous contract, either party will have the option of canceling the contract by giving sixty (60) days written notice prior to the commencement of any subsequent term. The cost of gas in the new contract would be \$5.00 per mcf.

If you wish to take advantage of this offer, please sign and return one contract at your earliest convenience and keep the other contract for your records.

With best regards,



Bill Weinberg, President
Clean Gas, Inc.

sr

Enclosure(s)

CLEAN GAS, INC.

NATURAL GAS PURCHASE AND SALE
CONTRACT AND CONFIRMATION

DATE: 05/01/01	
BUYER:	SELLER:
MARTIN GAS, INC. Martin, Kentucky 41649 Attn: Jed Weinberg Phone: (606) 785-4660	CLEAN GAS, INC. P.O. Box 783 Hindman, Kentucky 41822 Attn: Bill Weinberg Phone: (606) 785-5048 Telecopy: (606) 785-3021 Gas Control: Jerry Madden Phone: (606) 785-0761
VOLUME: As needed	
TERM: August 1, 2001 - August 1, 2002 - Annually	
PRICE: \$5.00 per mcf.	
DELIVERY POINT(S): Across from Hall Funeral Home (3) Martin, Kentucky, across from Wright's Lumber(1)	PAYMENT ADDRESS: Clean Gas, Inc. P.O. Box 783 Hindman, Kentucky 41822
SPECIAL PROVISIONS:	
If required by law, severance taxes will be remitted to the State on your behalf and deducted from payments.	

THIS IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF. PLEASE NOTIFY CLEAN GAS IMMEDIATELY IF THIS DOES NOT REFLECT YOUR UNDERSTANDING OF THE VERBAL AGREEMENT BETWEEN BUYER AND SELLER.

I acknowledge that this represents the agreement reached between BUYER and SELLER	BUYER	SIGNATURE <i>Jed Weinberg</i>	DATE <i>4/24/01</i>
	SELLER	SIGNATURE <i>Wm R Weinberg</i>	DATE <i>4/21/01</i>
		TITLE <i>Pres.</i>	

Please sign both copies; retain one for your files and return one to Clean Gas, Inc.

Stable Branch Gas Company

P. O. Box 783
Hindman, Kentucky 41822

Jerry Madden
Office Manager

Phone
(606) 785-0761
1-800-771-0761

May 1, 2001

Mr. Jed Weinberg
Manager
P.O. Box 783
Hindman, KY 41822

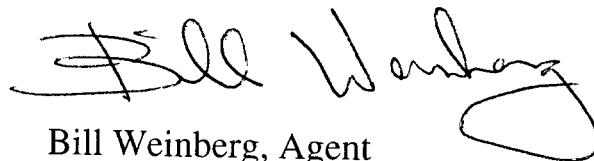
Dear Jed:

Pursuant to paragraph 16 of the contract between Clean Gas and Martin Gas dated 10-8-98, and the letter of March 18, 1999 between Stable Branch and Clean Gas, this is to indicate that we are canceling the agreement as set forth therein.

Enclosed is a new contract which would begin August 1, 2001 and states that we would provide gas to Martin Gas Company on an annual basis and, like the previous contract, either party will have the option of canceling the contract by giving sixty (60) days written notice prior to the commencement of any subsequent term. The cost of gas in the new contract would be \$5.00 per mcf.

If you wish to take advantage of this offer, please sign and return one contract at your earliest convenience and keep the other contract for your records.

With best regards,



Bill Weinberg, Agent
Stable Branch Gas Company

sr

Enclosure(s)

STABLE BRANCH GAS COMPANY

**NATURAL GAS PURCHASE AND SALE
CONTRACT AND CONFIRMATION**

DATE: 05/01/01	
BUYER:	SELLER:
MARTIN GAS COMPANY Martin, Kentucky 41649 Attn: Jed Weinberg Phone: (606) 785-4660	STABLE BRANCH GAS COMPANY P.O. Box 783 Hindman, Kentucky 41822 Attn: Bill Weinberg Phone: (606) 785-5048 Telecopy: (606) 785-3021 Gas Control: Jerry Madden Phone: (606) 785-0761
VOLUME: As needed	
TERM: August 1, 2001 - August 1, 2002 - Annually	
PRICE: \$5.00 per mcf.	
DELIVERY POINT(S): Stephens Branch (3)	PAYMENT ADDRESS: stable Branch Gas Company P.O. Box 783 Hindman, Kentucky 41822
SPECIAL PROVISIONS:	
If required by law, severance taxes will be remitted to the State on your behalf and deducted from payments.	

THIS IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF. PLEASE NOTIFY CLEAN GAS IMMEDIATELY IF THIS DOES NOT REFLECT YOUR UNDERSTANDING OF THE VERBAL AGREEMENT BETWEEN BUYER AND SELLER.

I acknowledge that this represents the agreement reached between BUYER and SELLER	BUYER	SIGNATURE <i>[Signature]</i>	
		TITLE <i>Manager</i>	DATE <i>4/24/01</i>
	SELLER	SIGNATURE <i>Wm R Weinberg</i>	
		TITLE <i>Agmt</i>	DATE <i>4/24/01</i>

Please sign both copies; retain one for your files and return one to stable Branch Gas Company.