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October 6, 2014

Jeff Derouen
Executive Director
Public Service Commission
211 Sower Blvd.
Frankfort, KY 40601

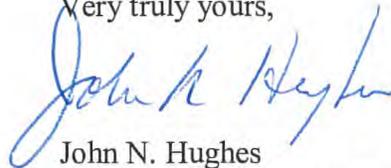
Re: Case No. 2014-00038

Dear Mr. Derouen:

Pursuant to the discussion of the parties and Commission staff at the August 27, 2014 conference, an executed Memorandum of Understanding and Motion to Dismiss is attached. The Motion has been provided to counsel for Complainant, who has indicated he has no objection to the dismissal of the action.

If you have any questions about this matter, please contact me.

Very truly yours,



John N. Hughes
Attorney for Kentucky Frontier Gas,
LLC

Cc: Greg Allen

Commonwealth of Kentucky
Before the Public Service Commission

In the Matter of:

Charles E. Hardin, Jr., Individually and)
Charles E. Hardin, Jr., Magoffin County)
Judge Executive O/B/O the Magoffin) Case No. 2014-00038
County Fiscal Court and Consumers)
of Magoffin County Receiving Natural)
Gas Services from Kentucky Frontier)
Gas, LLC)

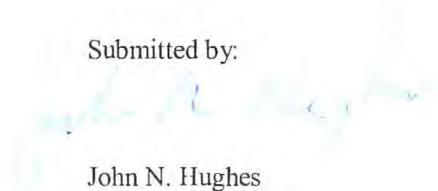
RESPONSE OF KENTUCKY FRONTIER GAS, LLC AND MOTION

Kentucky Frontier Gas, LLC, (Frontier) by counsel, submits the executed Memorandum of Understanding (MOU) among itself and Complainant Charles E. Hardin, Jr., individually and as Magoffin County Judge Executive.

At the informal conference held on August 27, 2014, “the parties agreed that they would work together to memorialize and to submit to the Commission by September 26, 2014, a process to be used by Frontier and the Magoffin County judge-executive's office to better communicate with each other and with Frontier's customers in Magoffin County”. The attached MOU conforms to that agreement.

Consistent with the discussion at that conference, Frontier moves for dismissal of the complaint as satisfied.

Submitted by:


John N. Hughes
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Frankfort, KY 40601
PH 502 227 7270
jnhughes@fewpb.net

Attorney for Kentucky Frontier
Gas Company, LLC

Certificate of Service:

I certify that a copy of this motion was served on Gregory Allen, Box 585, Salyersville, KY 41465, by first class mail the 6th day of October, 2014.



John N. Hughes

MEMORANDUM OF UNDERSTANDING
between
MAGOFFIN COUNTY FISCAL COURT
and
FRONTIER GAS COMPANY

1) Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish a working relationship between the Magoffin County Fiscal Court and Frontier Gas Company in preparation for continued and effective communications during emergency situations.

2) Scope

This MOU describes situations and responsibilities where the Magoffin County Fiscal Court shall provide communication resources as well as mission support to Frontier Gas in the event of a natural gas shortage. Situational objectives may vary but focus primarily on contingency communication throughout Magoffin County.

3) Independence of Operations

Each organization will maintain its own identity in providing service. Each organization is separately responsible for establishing its own policies and financing its own activities.

4) Definition of Disaster

A disaster is an occurrence such as a tornado, storm, flood, earthquake, ice storm, fire or any natural or man made event that causes human suffering or creates human needs that the survivors cannot alleviate without assistance. Life safety is priority one.

5) Methods of Cooperation

- * Regular communication shall be maintained between Magoffin County Fiscal Court and Frontier Gas Company during non-disaster periods and especially during periods of response.
- * Utilization of Magoffin County's emergency notification system, CODERED, will facilitate effective communication to notify Frontier Gas customers in Magoffin County.
- * When a gas outage or shortage occurs, Frontier Gas Company will promptly

notify the Magoffin County Fiscal Court which in turn will utilize the CODERED alert system through Magoffin County to offer complete details as to the event at hand.

6) Contact Information

Magoffin County Fiscal Court and Frontier Gas Company will routinely exchange and update points of contact information to facilitate effective communication. Primary points of contact in each organization will be responsible for the implementation of the MOU in their perspective organizations, coordinating activities between organizations and responding to questions regarding this MOU. In the event that the primary point of contact is no longer able to serve, a new contact will be designated and the other organization shall be informed of the change.

7) Periodic Review

Representatives of Magoffin County Fiscal Court and Frontier Gas Company will, on an annual basis, jointly evaluate their progress in implementing this MOU and revise it accordingly to develop new plans or goals as appropriate.

8) Expenses

This MOU does not create any obligation for either party to reimburse or compensate the other for any costs or expenses associated with the cooperation related to this MOU. Magoffin County Fiscal Court and Frontier Gas Company agree that if to the extent of their relationship, may now or in the future be entailed with any financial commitments to each other, such commitments will be set forth in a seperate, written agreement signed by both parties.

9) Terms and Conditions

This MOU Is effective as of the date of the last signature below and expires two years from the signature date. The parties may extend this MOU for an additional period, not to exceed two years , and if so shall confirm this in a signed written instrument.

10) Miscellaneous

Neither party to this MOU has the authority to act on behalf of the other party or to bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU is termination, with no damages or penalty.

Signatures

Magoffin County Fiscal Court, C.H.

Frontier Gas Company

By:

Signature:

Name:

CHARLES HARRISON

Title: Magoffin County Judge Ex-ec

Date:

9-29-14

By:

Signature:

Name:

LARRY J RUSH

Title:

MANAGER MEMBER

Date:

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