

Charles "Doc" Hardin, M.D.
Judge Executive
(606)-496-6171
mcjedoc@yahoo.com



**Magoffin County
Judge Executive**
201 East Maple Street
PO Box 430
Salyersville, Kentucky 41465
Telephone 606-349-2313
Fax 606-349-2109

Mike Wilson
Deputy Judge Executive
(606)-496-6172
MikeWilson41465@yahoo.com

October 1, 2014

RECEIVED

OCT 10 2014

PUBLIC SERVICE
COMMISSION

Public Service Commission

211 Sower Blvd

PO Box 615

Frankfort, KY 40602-0615

Re: Magoffin County and Frontier Gas MOU

Dear Executive Director Derouen,

Enclosed you will find for your convenience the fully executed Memorandum of Understanding (MOU) for Magoffin County Fiscal Court and Frontier Gas. This instrument has contained within it many of the points discussed in our conference call on August 27, 2014. As you examine the contents, I'm confident you will conclude our agreement is a step in the right direction. With communication being our primary goal, utilization of our alert warning notification system will allow both parties to respond to incidents more effectively.

While you review the MOU, if you have any questions or concerns, please feel free to contact me. In addition, if there are additional points you would like for us to incorporate or address please send a correspondence to address these. I would also like to thank you for the support you and your agency have had in assisting us with this vital issue.

Respectfully,

A handwritten signature in cursive script that reads "Charles Hardin".

Charles 'Doc' Hardin, M.D.

CJE



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.

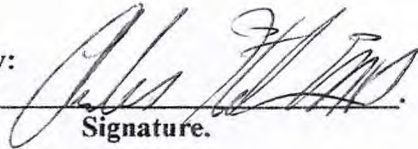
10) Miscellaneous

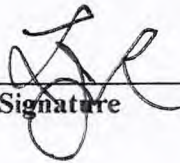
Neither party to this MOU has the authority to act on behalf of the other party or to bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU is termination, with no damages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

Signatures

Magoffin County Fiscal Court, CJE

Frontier Gas Company

By: 
Signature.

By: 
Signature

Name: CHARLES HARRIS

Name: LARRY J. RICH

Title: Magoffin County Judge Exec

Title: MANAGER MEMBER

Date: 9-29-14

Date: 09-26-14