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November 15, 2023

VIA ELECTRONIC FILING

Linda C. Bridwell, PE
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40601

RE: Amendment to Special Contract between Valley Gas, Inc. and Mago Construction Company

Dear Ms. Bridwell:

Please accept for filing the attached *Amendment No. 1 to Mago Agreement* ("Mago Amendment"), which amends the current special contract between Valley Gas, Inc. and Mago Construction Company dated September 26, 2014, which the Commission accepted to be effective October 28, 2014. The Mago Amendment addresses Valley Gas, Inc.'s meter charge for service to Mago Construction Company.

Please contact me if you have any questions regarding this filing.

Yours very truly,

A handwritten signature in blue ink, appearing to read "W. Duncan Crosby III", is written over a light blue horizontal line.

W. Duncan Crosby III

AMENDMENT NO. 1 TO MAGO AGREEMENT

This AMENDMENT NO. 1 TO MAGO AGREEMENT (this “**Amendment**”) is effective as of the date of May 17, 2023 (“**Effective Date**”), and amends that certain agreement entered into between (i) Valley Gas, Inc., a Kentucky corporation (“**VGI**”) and Mago Construction Company (“**End User**”), dated August 25, 2014 (the “**Mago Agreement**”). Capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed thereto in the Mago Agreement.

BACKGROUND

WHEREAS, VGI and End User entered into the Mago Agreement for the purpose of VGI transporting and delivering natural gas to End User; and

WHEREAS, the Commonwealth of Kentucky Public Service Commission (“**PSC**”) conducted an informal conference (“**IC**”) on April 11, 2023 to discuss the terms and pricing of the Mago Agreement; and

WHEREAS, as a result of the IC, the PSC issued an Intra-Agency Memorandum requiring VGI to amend the pricing of the Mago Agreement; and

WHEREAS, VGI and End User wish to enter into this Amendment, and amend the terms of the Mago Agreement, to abide by the requirements of the PSC, as more particularly set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. **Amendment.**

a. Effective as of the date hereof, Article 4.1 of the Mago Agreement shall be deleted in its entirety and replaced as follows:

“Subject to the provisions of Article 3.1, End User shall pay the following meter charge of **Four Hundred Eighty-Nine Dollars (\$489.00)** per month for the services of VGI in transporting to End User under the terms of this Agreement the natural gas in amounts equal to or less than the amount of Supplier Contract Gas (minus two percent (2%) by volume for line loss).”

b. Effective as of the date hereof, Article 4.4 shall be added to the Mago Agreement to state as follows:

“The Parties acknowledge and understand that the monthly meter charge, as set forth in Article 4.1, is in place to cover expenses incurred via retesting and maintenance of the on-site equipment each calendar year.”

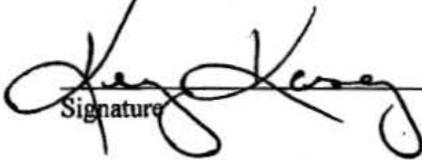
2. **Full Force and Effect.** Except as otherwise set forth in this Amendment, the Mago Agreement shall remain in full force and effect in accordance with its terms. If there is any inconsistency or conflict between the term of this Amendment and the Mago Agreement, the terms and provisions of this Amendment shall govern and control.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Mago Agreement as of the date first written above.

VGI

VALLEY GAS, INC.


Signature

Kerry Kasey
Print Name

President
Title

END USER

MAGO CONSTRUCTION COMPANY


Signature

MARK R MATHIS
Print Name

PRESIDENT
Title