

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Electronic INVESTIGATION OF JURISDIC-)
TIONAL STATUS OF EAST KENTUCKY MID-)
STREAM, LLC, AND OF ITS COMPLIANCE)
WITH KRS CHAPTER 278, 807 KAR CHAP-)
TER 005, AND 49 CFR PARTS 191 AND 192)

Case No.
2022-00238

Response to Commission Staff's Post Hearing Request for Information

East Kentucky Midstream, LLC ("EKM") herewith submits its Response to the Commission Staff's Post Hearing Request for Information. A signed, notarized verification for this response appears on the following page.

Respectfully submitted,

/s/ Jason R. Bentley

Jason R. Bentley

Katherine K. Yunker

McBrayer PLLC

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Counsel for East Kentucky Midstream, LLC

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

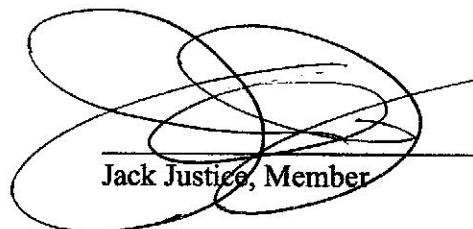
Electronic INVESTIGATION OF JURISDIC-)
TIONAL STATUS OF EAST KENTUCKY MID-)
STREAM, LLC, AND OF ITS COMPLIANCE)
WITH KRS CHAPTER 278, 807 KAR CHAP-)
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Certification

This is to certify that I have supervised the preparation of the Response to the Commission Staff's Post Hearing Request for Information to East Kentucky Midstream, LLC on behalf of the corporate respondent and that the responses are true and accurate to the best of my knowledge, information and belief after reasonable inquiry.

DATE: June 09, 2025



Jack Justice, Member

Request

1. Provide a copy of any written contract, not previously provided, for all natural gas service to the city of West Liberty, West Liberty State Penitentiary, and any schools or an entity operating such facilities.
-

Response

See Attached: Natural Gas Sales Agreements dated May 23, 2022, between EKM and

- City of West Liberty BDA Eastern Kentucky Correctional Complex
- City of West Liberty DBA West Liberty Gas

Note: These contracts are evergreening on a month-to-month basis.

Natural Gas Sales Agreement

This Natural Gas Sales Agreement is entered into this 23rd day of May, 2022 ("Agreement"), by and between East Kentucky Midstream, LLC ("EKM"), with an address at P.O. Box 35, Winchester, KY 40392 and City of West Liberty DBA Eastern Kentucky Correctional Complex ("West Liberty"), with an address at 200 Road To Justice, West Liberty, KY 41472 (collectively, the "Parties").

WITNESSETH

WHEREAS, EKM has been providing natural gas service to West Liberty since August 2010.

WHEREAS, EKM agrees to sell natural gas to West Liberty and West Liberty agrees to purchase natural gas from EKM.

NOW THEREFORE, in consideration of their respective agreements and the mutual covenants herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. Service to Be Rendered: EKM shall deliver full requirements of Firm Service to the West Liberty Citygate, regardless of weather conditions and demand changes, in accordance with the terms of this Agreement.
2. Contract Price: The Contract Price for the natural gas sales made pursuant to this Agreement shall be the applicable first of the month NYMEX price plus \$5.13 per Dth. These units will be converted to a Dth price using the actual monthly Btu factor provided by Columbia Gas Transmission to EKM at its South Means meter station. EKM shall invoice West Liberty at a total gas cost rate per Dth which includes the NYMEX price plus the \$5.13 per Dth.
3. Effective Date: The "Effective Date" of this Agreement shall be June 1, 2022 .
4. Billing and Payment: On or before the tenth (10th) day of each calendar month, EKM will provide to West Liberty an invoice for gas sales from the preceding month. West Liberty shall remit the amount due to EKM on or before the 25th of the same month; provided that if the payment date is not a business day, payment is due on the next business day following the payment date.
5. Term: The term of this Agreement shall be for a primary term of one (1) year and shall continue on a monthly basis thereafter. This Agreement may be terminated on 30 day's written notice from the expiration of the primary term or any monthly renewals thereafter.

6. Force Majeure: Force Majeure shall include, but shall not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, floods, washouts or explosions; (ii) breakage or accident or necessity of repairs or routine maintenance to machinery or equipment or lines of pipe; (iii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction; and (v) any other item or event beyond the control of either Party. EKM and West Liberty shall make reasonable efforts to avoid the adverse impacts of a Force Majeure event and to promptly resolve any such event once it has occurred in order to resume performance.
7. Miscellaneous:
- a. This Agreement shall be binding upon the successors and assigns of the Parties.
 - b. The interpretation and performance of this Agreement shall be governed by the law of the State of Kentucky, excluding, however, any conflict of law rule that would apply the law of another jurisdiction.
 - c. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes all prior agreements with respect to such subject matter. This Agreement may only be amended, modified, waived or supplemented by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date stated above.

EAST KENTUCKY MIDSTREAM, LLC

Jack Banks
President

CITY OF WEST LIBERTY

Printed Name: Mark K Walter
Title: Mayor

Natural Gas Sales Agreement

This Natural Gas Sales Agreement is entered into this 23rd day of May, 2022 ("Agreement"), by and between East Kentucky Midstream, LLC ("EKM"), with an address at P.O. Box 1666, Salyersville, KY 41465 and City of West Liberty DBA West Liberty Gas ("West Liberty"), with an address at 565 Main St., West Liberty, KY 41472 (collectively, the "Parties").

WITNESSETH

WHEREAS, EKM has been providing natural gas service to West Liberty since August 2010.

WHEREAS, EKM agrees to sell natural gas to West Liberty and West Liberty agrees to purchase natural gas from EKM.

NOW THEREFORE, in consideration of their respective agreements and the mutual covenants herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. Service to Be Rendered: EKM shall deliver full requirements of Firm Service to the West Liberty Citygate, regardless of weather conditions and demand changes, in accordance with the terms of this Agreement.
2. Contract Price: The Contract Price for the natural gas sales made pursuant to this Agreement shall be the applicable first of the month NYMEX price plus \$5.63 per Dth. These units will be converted to a Dth price using the actual monthly Btu factor provided by Columbia Gas Transmission to EKM at its South Means meter station. EKM shall invoice West Liberty at a total gas cost rate per Dth which includes the NYMEX price plus the \$5.63 per Dth.
3. Effective Date: The "Effective Date" of this Agreement shall be June 1, 2022.
4. Billing and Payment: On or before the tenth (10th) day of each calendar month, EKM will provide to West Liberty an invoice for gas sales from the preceding month. West Liberty shall remit the amount due to EKM on or before the 25th of the same month; provided that if the payment date is not a business day, payment is due on the next business day following the payment date.
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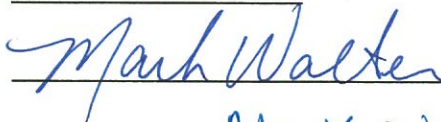
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 - c. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes all prior agreements with respect to such subject matter. This Agreement may only be amended, modified, waived or supplemented by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date stated above.

EAST KENTUCKY MIDSTEAM, LLC

Jack Banks
President

CITY OF WEST LIBERTY



Printed Name: Mark Walter
Title: Mayor

Request

2. Provide a sample residential contract for natural gas service.
-

Response

Terms and conditions, including rates, for EKM's furnishing natural gas to residential customers are set out in EKM's farm-tap service tariff, PSC KY No.1, effective May 20, 2024, and issued by authority of a Commission final Order in Case No. 2023-00112, dated May 20, 2024. Please note that the last two (2) pages of the filed tariff are EKM's application for gas service.

EKM's filed tariff is attached hereto and is available from the Commission's on-line records at <https://psc.ky.gov/tariffs/Natural%20Gas/Farm%20Taps/East%20Kentucky%20Midstream,%20LLC/Tariff.pdf> (last visited June 10, 2025).

EAST KENTUCKY MIDSTREAM, LLC

P.O. Box 1666

Salyersville, KY 41465

RATES – CHARGES – RULES – REGULATIONS

for furnishing

NATURAL GAS from FARM TAPS

pursuant to KRS 278.485

in

BREATHITT, CLARK, JOHNSON, LAWRENCE, MENIFEE,

MONTGOMERY, MORGAN, and WOLFE COUNTIES

FILED WITH THE

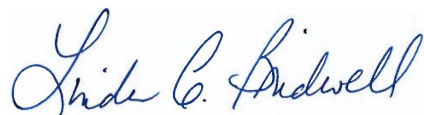
PUBLIC SERVICE COMMISSION

OF KENTUCKY

DATE OF ISSUE June 7, 2024
DATE EFFECTIVE May 20, 2024
ISSUED BY /s/ Jack Justice
TITLE E. Ky. Midstream, LLC member-manager
Issued by authority of a Public Service Commission
Order in Case 2023-00112, dated May 20, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE

5/20/2024

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KY PSC 2022-00238

PH PSC 02

Page 1 of 17

East Kentucky Midstream, LLC
NATURAL GAS FARM-TAP SERVICE
in entire service area

PSC KY NO. _____ 1 _____
____ Original _____ SHEET NO. _____ 1 _____
CANCELLING PSC KY NO. _____
____ SHEET NO. _____

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KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director 
EFFECTIVE 5/20/2024 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

East Kentucky Midstream, LLC
NATURAL GAS FARM-TAP SERVICE
in entire service area

PSC KY NO. 1
Original SHEET NO. 2.1
CANCELLING PSC KY NO. _____
SHEET NO. _____

SERVICE CLASSIFICATION and AREA

Classification

This farm-tap service is offered by East Kentucky Midstream, LLC (“EKM”) from a natural gas gathering pipeline system, pursuant to KRS 278.485 and 807 KAR 5:026. This service is provided to property owners requesting and entitled to service from EKM for residential and small-volume non-residential end-use.

Gas service is not provided at any fixed or specified pressure, and the gas provided is neither treated nor artificially odorized. Farm-tap service gas deliveries and rates are on a volumetric basis, measured in 1000 cubic feet (Mcf) units.

Service under this tariff is for two classifications of service:

1. Residential – service to one residential dwelling unit, for domestic or residential end-use only
2. Non-Residential, small volume —
 - service to a multi-unit dwelling (e.g., an apartment complex) or for any use not exclusively domestic or residential; and
 - for which in any 12-month period, actual or expected usage
 - averages less than 20 Mcf per month and
 - does not exceed 60 Mcf in any one month

Supply of gas to a single property owner at multiple points of service or for resale or large-volume non-residential end-use to persons otherwise qualifying for farm-tap service is conditional upon and subject to a special contract therefor between EKM and the customer.

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East Kentucky Midstream, LLC
NATURAL GAS FARM-TAP SERVICE
in entire service area

PSC KY NO. 1
Original SHEET NO. 2.2
CANCELLING PSC KY NO. _____
SHEET NO. _____

Service Area

Pursuant to KRS 278.485, the service area encompasses properties over which any EKM gas gathering pipeline is located and those properties for which the point of service is within one-half air-mile of any EKM gas gathering pipeline.

EKM's farm-tap service area is near to its gathering pipelines in Kentucky, in portions of Breathitt, Clark, Johnson, Lawrence, Menifee, Montgomery, Morgan, and Wolfe Counties.

EKM reserves the right to refuse or to defer full service to an applicant if the existing gathering pipeline system is inadequate to serve the applicant's requirements without adversely affecting the farm-tap service to those already connected and being served.

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East Kentucky Midstream, LLC
NATURAL GAS FARM-TAP SERVICE
in entire service area

PSC KY NO. 1
Original SHEET NO. 3
CANCELLING PSC KY NO. _____
SHEET NO. _____

RECURRING RATES

Customer Charge (per month, per account)

Residential account \$11.00

Non-Residential (small volume) account \$22.00

Usage Charge (per Mcf delivered) \$11.0211

NON-RECURRING CHARGES:

Installation/Reconnection Fee: \$25.00

Seasonal/Temporary Disconnect Fee: \$25.00

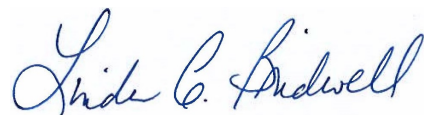
Meter Test Charge Actual Cost

Deposit \$100.00

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PUBLIC SERVICE COMMISSION**

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5/20/2024

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

in entire service area

SHEET NO.

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East Kentucky Midstream, LLC

NATURAL GAS FARM-TAP SERVICE

in entire service area

PSC KY NO. 1

Original SHEET NO. 4.2

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

3. General Terms.

- a. All gas sold and delivered under this Tariff shall be delivered at the varying pressures of the applicable EKM pipeline.
- b. It shall be the sole responsibility of the applicant-customer and at applicant-customer's sole cost, expense, and risk:
- to supply and to have installed, inspected, and maintained the necessary regulator and equipment related thereto and all pipelines and other facilities beyond the tap on EKM's pipeline and the meter, which EKM will install and own.
 - to ensure that the gas in the applicant-customer's pipeline contains a natural odorant or is odorized, so that the gas is readily detectable by a person with a normal sense of smell. If the gas does not contain a natural odorant, the applicant-customer must comply with the odorization requirement contained in 807 KAR 5:026, Section 6(12). Any necessary odorization equipment shall be installed in conformity with specifications approved by the Kentucky Public Service Commission ("PSC").

Gas may not be provided to the applicant-customer prior to the approval by PSC Staff of the installation of the pipelines and equipment provided by applicant-customer, including a determination either that a natural odorant is present in the gas or that the requirement for artificial odorization has been satisfied.

- c. EKM shall have the right to enter upon the premises of Customer to read, inspect, repair, change, or remove the meter or any other equipment belonging to EKM, and EKM shall also have the right to reclaim any of its property which may be on Customer's premises.

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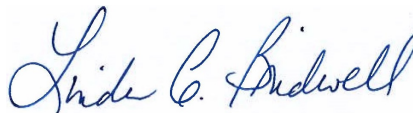
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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KY PSC 2022-00238

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East Kentucky Midstream, LLC

NATURAL GAS FARM-TAP SERVICE

in entire service area

PSC KY NO. 1

Original SHEET NO. 4.3

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

3. General Terms (cont'd)

- d. EKM shall not be liable to a customer or the corresponding end-user(s) for any discontinuance, reduction, change or any other effect on service resulting from the following, any or all of which may be undertaken in EKM's sole discretion:
- (i) the plugging, shut-in, abandonment (temporary or final), or change in the use of any well;
 - (ii) temporary or permanent discontinuance or reduction of transportation of gas through any applicable pipeline;
 - (iii) the use (or termination of use) of compressors or other equipment;
 - (iv) breakage or maintenance of pipelines or other equipment; or
 - (v) changes in EKM's operations, or other causes related to EKM's operations or business activities.
- e. EKM is under no obligation to supply any specific quantity or quality of gas to a customer. Customer understands and acknowledges that the gas EKM supplies pursuant to this Tariff:
- (i) is not treated or artificially odorized;
 - (ii) may not be consistent in volume, heat content, or other qualities; and
 - (iii) may have a heat content higher or lower than gas transported in interstate pipelines or supplied by gas distribution companies.
- f. Natural gas supplied by EKM is for use on Customer's property and only on its property, for the exclusive use of Customer or its tenants, lessees, or other persons present at the point of service by right or license from Customer or its tenants or lessees. Customer is expressly forbidden to obtain gas under this Tariff and to resell it for any purpose. A person otherwise qualifying for farm-tap service that resells all or part of the gas delivered must enter into a special contract with EKM.
- g. No agent or employee of EKM has authority to make any oral promise, agreement, or representation inconsistent with this tariff, and no such promise, agreement, or representation shall bind EKM, unless in writing and signed by an executive officer thereof.

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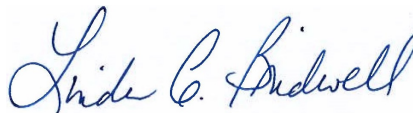
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EFFECTIVE

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KY PSC 2022-00238

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East Kentucky Midstream, LLC

NATURAL GAS FARM-TAP SERVICE

in entire service area

PSC KY NO. 1

Original SHEET NO. 4.4

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

4. Gas Measurement.

- a. The measurement of gas by the EKM meter shall be conclusive upon EKM and Customer unless EKM is unable to read the meter after reasonable effort or the meter ceases to register, proves to be defective, or is found by test not to be accurate within the limitations of industry or regulatory standards. In such case, the deliveries for the period in question shall be estimated.
- b. EKM will, upon written request of Customer, have the meter removed, sealed, and tested, and a certificate of the test will be given to Customer. If the meter so tested is found to be accurate within the limits specified in the rules of the PSC, Customer shall, upon presentation of a bill, pay EKM for such test.
- c. Where the service facilities or other equipment have been tampered with, resulting in improper measurement of the natural gas supplied, Customer shall be required to pay for such quantity of natural gas as EKM may estimate from available information to have been used but not registered by EKM's meter. In addition thereto, Customer shall be required to bear all costs incurred by EKM for investigations and inspections and for such protective equipment as may be necessary in its judgment.
- d. Customer shall promptly notify EKM of any known or suspected gas leaks.

5. Bills; Payment

- a. Customer shall pay the applicable Installation Fee (sheet 3) and provide a \$100 deposit (waivable by EKM) to initiate service and, thereafter, shall pay EKM the applicable monthly Customer Charge and the Usage Charge for all gas delivered.
- b. Invoices will be mailed or otherwise transmitted to the account-holder Customer for the past month's usage. The term "month" for billing purposes means the period between any two consecutive regular readings by EKM of the account meter, such readings to be taken as nearly as may be practicable every 30 days. The timing of the meter reading/cycle is selected by EKM.

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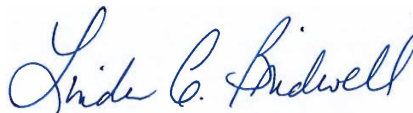
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EFFECTIVE

5/20/2024

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KY PSC 2022-00238

PH PSC 02

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East Kentucky Midstream, LLC

NATURAL GAS FARM-TAP SERVICE

in entire service area

PSC KY NO. 1

Original SHEET NO. 4.5

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

5. Bills; Payment (cont'd)

- c. Bills for service may include, in addition to the charges stated in this Tariff, any service-related excise tax, sales tax, franchise fee or other similar fee or tax imposed by a government or which EKM is obligated to pay to any government.
- d. Any Customer who has taken residential service from EKM for at least one year and is not delinquent on the account may elect to pay monthly bills for residential service on a budget billing plan.
 - (i) Budget billing will start in a summer month (June-August).
 - (ii) There will be an annual true-up, with a twelfth month's payment in an amount equal to the difference between the total of the prior 11 month's payments and the total that would have been billed based on actual usage for the 12-month period. If the difference is a credit balance, EKM will credit the amount on succeeding bills; if a debit balance, the balance will be due and payable by Customer on the due date on the bill for the twelfth month.
 - (iii) Budget billing for a customer will continue year-to-year, with the monthly budget amount re-set each year unless that customer is delinquent on the account or requests, no later than the start of the eleventh month in the annual cycle, not to renew the budget billing plan in the following year.
 - (iv) Upon termination of service to a Customer on a budget billing plan, the entire balance amount of the account for actual usage shall be due and payable either by Customer to EKM if a debit balance exists or shall be refunded by EKM to Customer if a credit balance exists.
- e. Customer shall remit full and complete payment of each invoice within twenty (20) days following the date thereof. If a customer fails to make such payment, EKM may send a notice of delinquency in the next month's invoice or in a separate mailing at least five (5) days after the deadline for payment. That customer's access to natural gas pursuant to this Tariff may be terminated for nonpayment ten (10) days after the mailing to it of a notice of the delinquency.

DATE OF ISSUE June 7, 2024

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5/20/2024

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KY PSC 2022-00238

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East Kentucky Midstream, LLC

NATURAL GAS FARM-TAP SERVICE

in entire service area

PSC KY NO. 1

Original SHEET NO. 4.6

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

6. Default; Termination of Service

- a. EKM shall be entitled to terminate Customer's access to natural gas for any reason provided in applicable statutes and regulations or as stated in this Tariff. Termination of service shall not be EKM's sole remedy for the recovery of any amounts due hereunder; EKM shall have all remedies available to it at law or equity for any breach or failure by Customer to abide by and perform its obligations under the terms of this Tariff.
- b. Service terminated by EKM will be restored for any account / point of service only after Customer has eliminated the cause for termination. Customer shall pay the applicable Reconnection Fee (sheet 3) for restoration of service.
- c. Customer may request complete discontinuance of service upon at least three (3) days' written notice to EKM to allow time for a final meter reading and disconnection of service. Customer remains liable for all rates and charges for service until final reading of the meter.
- d. Customer may request a seasonal or temporary discontinuance of service for a scheduled period of time upon at least 15 days' notice to EKM and the payment of the applicable Seasonal/Temporary Disconnect charge (sheet 3). If Customer requested discontinuance of service under Rule 6.c above and reconnection/restoration of service is later requested for the same account-holder as before, then EKM may at its discretion:
 - require re-application for service or
 - charge and collect the Seasonal/Temporary Disconnect Charge as if Customer had made a request for that service instead of full discontinuance.
- e. Upon any termination/discontinuance of service or an account other than for a change in ownership of the point of service or a seasonal/temporary disconnection, EKM may remove the meter, close the tap, or both for the respective point of service.

DATE OF ISSUE June 7, 2024

DATE EFFECTIVE May 20, 2024

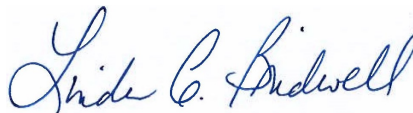
ISSUED BY /s/ Jack Justice

TITLE E. Ky. Midstream, LLC member-manager

Issued by authority of a Public Service Commission
Order in Case 2023-00112, dated May 20, 2024

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

5/20/2024

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KY PSC 2022-00238

PH PSC 02

Page 11 of 17

East Kentucky Midstream, LLC

NATURAL GAS FARM-TAP SERVICE

in entire service area

PSC KY NO. 1

Original SHEET NO. 4.7

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

7. Liability Limitation; Indemnification

- a. Customer agrees that acceptance and use of gas at the respective point of delivery or use shall be at Customer's sole risk, and EKM shall not be liable to Customer, the respective end-user(s), or any third person for any loss, damage to property, personal injury, loss of use, or any other claim of any kind arising from or associated with receipt or use of gas from EKM or pipelines or other equipment or facilities associated with such receipt or use or any of the circumstances referenced in Rules 3.d and 3.e.
- b. Customer shall hold EKM harmless and indemnify it against all claims and liability, including reasonable attorney fees awarded by a court of competent jurisdiction, for injury to persons or damage to property when such damage or injury results from:
- any facilities, piping, and equipment located on Customer's side of the point of delivery;
 - any equipment, pipeline, or other facilities which were or were required to be installed, inspected, maintained, or operated by or for Customer or the respective end-user; or
 - receipt or use of gas supplied by EKM under this Tariff.

DATE OF ISSUE June 7, 2024

DATE EFFECTIVE May 20, 2024

ISSUED BY /s/ Jack Justice

TITLE E. Ky. Midstream, LLC member-manager

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5/20/2024

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KY PSC 2022-00238

PH PSC 02

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in entire service area

SHEET NO. _____

Issued by authority of a Public Service Commission
Order in Case 2023-00112, dated May 20, 2024

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

East Kentucky Midstream
P. O. Box 523
Jackson, KY 41339

APPLICATION FOR GAS SERVICE

The information below is necessary for us to set up gas service in your home or place of business.
When complete, please return both pages to the address listed above.

Name: _____

Co-applicant: _____

Address where service is desired: _____

Check one: Home: ☐ Business ☐ Other (describe) _____

City: _____ State: KY Zip Code: _____

Phone number: daytime: _____ evening: _____

Mailing Address if different than above: _____

City: _____ State: KY Zip Code: _____

County/City School District: _____

If you are renting, please list homeowner/landlord: _____

Closest neighbor with gas service: _____

If no existing service line at location, list the name and address of the contractor who will install:

Social Security Number (last four): ###-##- _____

Have you had gas service with this company before? (check one): _____yes _____no

If yes, when and where? _____

Applicant's Signature _____

Office Use Only:

_____ Check

_____ Waived

_____ Cash (Amt.)

_____ Bill Customer Deposit

KENTUCKY Date
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

Linda C. Bridwell

EFFECTIVE
5/20/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KY PSC 2022-00238

PH PSC 02

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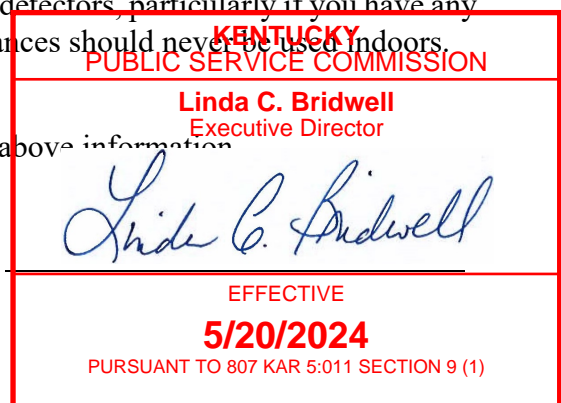
INFORMATION FOR NEW GAS CUSTOMERS

East Kentucky Midstream is a natural gas gathering system providing gas service required under KRS 278.485 to customers within one-half air-mile of its pipeline system and pursuant to a tariff on file with the Kentucky Public Service Commission.

- 1) There is a \$100.00 deposit required of all customers. There is also a \$25.00 initial service charge to cover the costs of the initial meter reading or installation and setting up your account in the company's billing records.
- 2) For every month your account is active, you will be charged \$11.00 (\$22.00 for non-residential customers), in addition to charges for any gas you use.
- 3) If you are disconnected for non-payment, there will be a \$25.00 service charge assessed when your service is reinstated, in addition to any outstanding balances or costs to which EKM may be entitled. Existing customers may request seasonal or temporary discontinuance of service on prior notice and payment to EKM of a \$25.00 Seasonal/Temporary Disconnect fee.
- 4) Your gas bill will be mailed around the first of the month, and is due and payable by the 20th of that month.
- 5) Customers who have taken residential service from EKM for at least one year and are not delinquent on the account may elect to pay on a 12-month budget plan with an annual true-up, which can be applied for during May through August. The budget plan will make your gas bills the same amount throughout the year, with the annual true-up resulting in a bill credit going forward or payment required in the twelfth month.
- 6) If you move, you must notify us so we can reimburse any deposit you made. You remain responsible for the gas bills until you notify us.
- 7) We do not service or inspect gas appliances, nor do we verify the integrity of your home's gas system. A qualified technician (e.g., a heating contractor) should be contacted regarding the lighting of your gas appliances and inspection of your home gas system by a qualified technician.
- 8) Please call us if you notice a strong gas odor inside or outside your home. Normally, the odor of treated natural gas is the smell of rotten eggs. Note, however, much of EKM's locally produced gas is untreated and does not contain this odorant.
- 9) We strongly recommend the use of carbon monoxide detectors, particularly if you have any unvented appliances. Unvented gas heaters or appliances should never be used indoors.

Please sign and date, acknowledging that you have read the above information.

Signed: _____ Date: _____



KY PSC 2022-00238

PH PSC 02

Page 15 of 17

East Kentucky Midstream
P. O. Box 523
Jackson, KY 41339

APPLICATION FOR GAS SERVICE

The information below is necessary for us to set up gas service in your home or place of business.
When complete, please return both pages to the address listed above.

Name: _____

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Address where service is desired: _____

Check one: Home: ☐ Business ☐ Other (describe) _____

City: _____ State: KY Zip Code: _____

Phone number: daytime: _____ evening: _____

Mailing Address if different than above: _____

City: _____ State: KY Zip Code: _____

County/City School District: _____

If you are renting, please list homeowner/landlord: _____

Closest neighbor with gas service: _____

If no existing service line at location, list the name and address of the contractor who will install:

Social Security Number (last four): ###-##- _____

Have you had gas service with this company before? (check one): ☐ yes ☐ no

If yes, when and where? _____

Applicant's Signature

Date

Office Use Only:

☐ Check

☐ Waived

☐ Cash (Amt.)

☐ Bill Customer Deposit

☐ Bill Customer Serv. Cg

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- 9) We strongly recommend the use of carbon monoxide detectors, particularly if you have any unvented appliances. Unvented gas heaters or appliances should never be used indoors.

Please sign and date, acknowledging that you have read the above information.

Signed: _____ Date: _____

Request

3. Provide the lost and unaccounted for gas (LUG) by month beginning in January 2023 through April 2025.
-

Response

See attached spreadsheets for LUG 2023, 2024, and January – April 2025.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	LUG 2023 (EKM)																
2																	
3		Gas Purchased				Gas Sold									LUG		
4	Month	TC Energy (Dth)	Producers (Dth)	Total (Dth)		Van Lear (Dth)	Delta (Dth)	Frontier (Dth)	W Liberty (Dth)	EKM (Dth)	Compressor Fuel (Dth)	Total (Dth)	Gas Sold Percentage		LUG Total Volume (Dth)	LUG Percentage	Verification
5	Jan-23	46,235	18,100	64,335		0	3,001	18,626	11,261	3,603	1,004	37,495	58.28%		26,840	41.72%	100.00%
6	Feb-23	30,013	18,580	48,593		0	3,301	19,314	8,812	4,013	1,048	36,488	75.09%		12,105	24.91%	100.00%
7	Mar-23	37,406	17,716	55,122		0	3,304	14,888	8,667	3,044	1,128	31,031	56.30%		24,091	43.70%	100.00%
8	Apr-23	17,268	20,795	38,063		0	1,535	8,245	4,943	1,668	998	17,389	45.68%		20,674	54.32%	100.00%
9	May-23	12,253	16,907	29,160		5514	802	3,220	3,901	810	846	15,093	51.76%		14,067	48.24%	100.00%
10	Jun-23	11,724	22,802	34,526		9347	1,335	2,568	2,869	419	661	17,199	49.81%		17,327	50.19%	100.00%
11	Jul-23	15,688	19,347	35,035		12441	2,453	2,056	2,692	232	608	20,482	58.46%		14,553	41.54%	100.00%
12	Aug-23	15,619	20,405	36,024		11473	2,096	2,016	2,605	276	641	19,107	53.04%		16,917	46.96%	100.00%
13	Sep-23	16,696	19,269	35,965		5465	1,160	2,150	2,548	711	1,032	13,066	36.33%		22,899	63.67%	100.00%
14	Oct-23	20,597	17,261	37,858		3077	2,466	5,350	4,473	996	1,044	17,406	45.98%		20,452	54.02%	100.00%
15	Nov-23	38,499	16,515	55,014		0	4,603	14,122	7,501	2,643	1,061	29,930	54.40%		25,084	45.60%	100.00%
16	Dec-23	51,663	14,371	66,034		0	4,161	18,440	8,668	3,658	1,121	36,048	54.59%		29,986	45.41%	100.00%
17	Total	313,661	222,068	535,729		47,317	30,217	110,995	68,940	22,073	11,192	290,734			244,995		

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	LUG 2024 (EKM)																
2																	
3		Gas Purchased				Gas Sold									LUG		
4	Month	TC Energy (Dth)	Producers (Dth)	Total (Dth)		Van Lear (Dth)	Delta (Dth)	Frontier (Dth)	W Liberty (Dth)	EKM (Dth)	Compressor Fuel (Dth)	Total (Dth)	Gas Sold Percentage		LUG Total Volume (Dth)	LUG Percentage	Verification
5	Jan-24	73,103	15,121	88,224		0	6,097	30,913	11,486	8,801	1,257	58,554	66.37%		29,670	33.63%	100.00%
6	Feb-24	50,399	13,083	63,482		0	3,676	18,928	8,192	4,392	1,464	36,652	57.74%		26,830	42.26%	100.00%
7	Mar-24	35,950	13,453	49,403		0	2,636	13,291	6,264	2,952	1,536	26,679	54.00%		22,724	46.00%	100.00%
8	Apr-24	19,101	16,142	35,243		0	1,454	7,567	4,194	2,006	1,500	16,721	47.44%		18,522	52.56%	100.00%
9	May-24	11,721	13,589	25,310		0	633	3,252	3,097	688	1,166	8,836	34.91%		16,474	65.09%	100.00%
10	Jun-24	8,499	11,731	20,230		0	1,568	2,096	2,378	392	988	7,422	36.69%		12,808	63.31%	100.00%
11	Jul-24	7,309	11,388	18,697		0	1,202	2,122	2,249	360	978	6,911	36.96%		11,786	63.04%	100.00%
12	Aug-24	6,582	13,365	19,947		0	733	1,967	2,006	323	954	5,983	29.99%		13,964	70.01%	100.00%
13	Sep-24	8,121	12,245	20,366		0	3,038	2,273	2,128	365	1,458	9,262	45.48%		11,104	54.52%	100.00%
14	Oct-24	10,773	16,141	26,914		0	3,899	5,739	3,131	1,279	1,464	15,512	57.64%		11,402	42.36%	100.00%
15	Nov-24	18,885	16,850	35,735		0	3,058	8,207	4,804	1,657	1,500	19,226	53.80%		16,509	46.20%	100.00%
16	Dec-24	40,816	14,540	55,356		0	4,619	22,110	9,395	4,849	1,536	42,509	76.79%		12,847	23.21%	100.00%
17	Total	291,259	167,648	458,907		0	32,613	118,465	59,324	28,064	15,801	254,267			204,640		

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	LUG Jan. - Apr. 2025 (EKM)																
2																	
3		Gas Purchased				Gas Sold									LUG		
4	Month	TC Energy (Dth)	Producers (Dth)	Total (Dth)		Van Lear (Dth)	Delta (Dth)	Frontier (Dth)	W Liberty (Dth)	EKM (Dth)	Compressor Fuel (Dth)	Total (Dth)	Gas Sold Percentage		LUG Total Volume (Dth)	LUG Percentage	Verification
5	Jan-25	69,936	12,404	82,340		0	6,973	33,606	13,629	7,430	1,378	63,016	76.53%		19,324	23.47%	100.00%
6	Feb-24	55,069	13,311	68,380		0	4,657	22,314	9,287	4,901	1,324	42,483	62.13%		25,897	37.87%	100.00%
7	Mar-24	36,143	13,232	49,375		0	4,478	12,934	6,898	3,166	1,168	28,644	58.01%		20,731	41.99%	100.00%
8	Apr-24	22,387	15,979	38,366		2293	2,887	6,929	3,495	1,821	1,560	18,985	49.48%		19,381	50.52%	100.00%
9	May-24																
10	Jun-24																
11	Jul-24																
12	Aug-24																
13	Sep-24																
14	Oct-24																
15	Nov-24																
16	Dec-24																
17	Total	183,535	54,926	238,461		2,293	18,995	75,783	33,309	17,318	5,430	153,128			85,333		

Request

4. Provide the amount of local production being sold into the interstate market at Means by month beginning in January 2023 through April 2025.
-

Response

During the period from January 2023 through April 2025, no local production was sold by EKM into the interstate market at the Means compressor station.

Request

5. Provide the amount of natural gas purchased from TC Energy for the period of January 2022 through April 2025.
-

Response

See attached spreadsheet.

EKM - Gas Purchases From TC-Energy

Month	Volume (DTH)	Month	Volume (DTH)	Month	Volume (DTH)	Month	Volume (DTH)
2025		2024		2023		2022	
Jan-25	69,936	Jan-24	73,103	Jan-23	46,235	Jan-22	55,757
Feb-25	55,069	Feb-24	50,399	Feb-23	30,013	Feb-22	40,698
Mar-25	36,143	Mar-24	35,950	Mar-23	37,406	Mar-22	28,178
Apr-25	22,387	Apr-24	19,101	Apr-23	17,268	Apr-22	21,678
2025 Total	183,535	May-24	11,721	May-23	12,253	May-22	12,074
		Jun-24	8,499	Jun-23	11,724	Jun-22	13,379
		Jul-24	7,309	Jul-23	15,688	Jul-22	14,908
		Aug-24	6,582	Aug-23	15,619	Aug-22	11,382
		Sep-24	8,121	Sep-23	16,696	Sep-22	13,615
		Oct-24	10,773	Oct-23	20,597	Oct-22	17,240
		Nov-24	18,885	Nov-23	38,499	Nov-22	28,694
		Dec-24	40,816	Dec-23	51,663	Dec-22	49,613
		2024 Total	291,259	2023 Total	313,661	2022 Total	307,216

Request

6. Provide a list of critical days as designated by TC Energy for the period beginning in January 2025 through April 2025.
-

Response**EKM - CRITICAL DAYS (Dth)**

Date	Volume
2025	
1/15	2,000
1/18 - 1/21	8,000
1/20	1,000
1/21	1,000
1/22	3,000
1/23	3,000
1/24	3,000
1/25 - 1/27	9,000
Jan 2025 Total	30,000
2/15 - 2/18	8,000
2/18	800
2/19	3,000
2/20	3,000
2/21	3,000
2/22 - 2/24	8,400
Feb 2025 Total	26,200
2024	
1/13 - 1/16	10,000
1/17	2,500
1/18	2,500
1/19	2,500
1/20 - 1/22	7,500
Jan 2024 Total	25,000