

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

ELECTRONIC APPLICATION OF DUKE ENERGY)	
KENTUCKY, INC. FOR A DECLARATORY ORDER)	CASE NO. 2025-00142
REGARDING RECOVERY OF COSTS TO)	
TO CONVERT CUSTOMERS TO ALTERNATE)	
SOURCE OF FUEL)	

**MEMORANDUM ADDRESSING THE MERITS
OF DUKE KENTUCKY’S APPLICATION**

Pursuant to the Kentucky Public Service Commission’s (the “Commission”) March 10, 2026 Order, Morning Scott, LLC (“Scott”) hereby files its Memorandum Addressing the Merits of Duke Kentucky’s Application.

BACKGROUND

Scott owns residential property located at 2895 Baynum Hill Road, California, Kentucky, 41007 (the “Property”) and has natural gas utility service through Duke Energy Kentucky, Inc. (“Duke”). Scott received a letter from Duke dated April 21, 2025 with the subject line “TC Energy Infrastructure Project” (the “April Letter”), a copy of which is attached hereto as **Exhibit A**. The April Letter stated that Duke was “collaborating with TC Energy on their proposed Northern Kentucky Gas Enhancement Project” and that the project was pending approval from the “Federal Energy Regulatory Commission” (hereafter referred to as “FERC”). The April Letter stated that Duke was seeking guidance from the Commission for “customers impacted” but gave no information concerning what that impact would be, i.e., the abandonment of the customers utility services.

On June 3, 2025, Duke filed with the Commission its Verified Application Requesting a Declaratory Order (the “Application”). The Application requested that the Commission declare

that Duke “can recover the costs of converting twenty-seven customers to an alternate fuel source as a result of TC Energy’s abandonment of the transmission line to which these customers are connected.” *See* Application at p. 1. Duke admitted that in some cases, for as many as fifty years, Duke has been billing these customers as distribution customers because Duke does not have a farm tap tariff. *Id* at pp.1-2. Duke further admits that two of the twenty-seven affected customers are close enough to Duke’s existing infrastructure that they can be served by Duke. *Id*. Duke contended that its mains or distribution systems are not in sufficient proximity to serve the other twenty-five affected customers. *Id* at p.3. However, Duke admits that “Pursuant to KRS 278.010, [Duke] has an obligation to serve these customers” and that “[Duke] billed these customers as utility customers.” *Id*.

Without equivocation or contingency, Duke alleged that it had “determined that a fair amount to compensate these customers for the costs of conversion to an alternate fuel is \$25,000.” *Id*. Duke stated it would offer the customers this \$25,000.00 figure in exchange for “waiv[ing] their right to request [Duke] provide them with natural gas service.” *Id* at p.4. Finally, Duke expressed “plans to file an application to approve the abandonment of these lines once Duke Energy Kentucky converts the customers to an alternate fuel source.” *Id*.

Scott received a second letter from Duke dated October 20, 2025 (the “October Letter” attached hereto as **Exhibit B**), whereby Duke reiterated that it was working on a solution for “customers who may be impacted by the proposed NKY Gate Enhancement Project.” In the October Letter, Duke again failed to mention its plan to abandon the utility customers; furthermore, Duke made no mention of the plan to convert existing customers to alternative fuel sources, despite having already filed the Application.

ARGUMENT

1. Estimate Concerning Conversion to an Alternative Fuel Source

In the Application, Duke represented that \$25,000.00 was the fair amount to compensate all customers for the conversion to alternative fuel sources. *See* Application at p.3. However, Duke has seemingly retracted this allegation, stating in response to Scott's Request for Information, "Duke Energy Kentucky understands that every customer's situation is unique and the cost to convert might be less or more than \$25,000 depending on the situation. The \$25,000 is an estimate that could be negotiated once a final order is received in this proceeding." MORNING SCOTT-DR-01-009. To be clear, in the Application Duke stated that \$25,000 was a fair amount. Duke did not in the Application explain or otherwise discuss what would occur if the \$25,000 offer is rejected, and seeks no guidance from the Commission as to any amount above the \$25,000.00. Respectfully, it appears Duke sought the Commission's approval to make the \$25,000.00 "offer" unreproachable, and only now is retreating from this position because customers, like Scott, have intervened in the proceeding.

The Application also failed to provide any rationale for why \$25,000.00 was fair compensation. Duke has admitted that it "did not perform a site-specific cost analysis for conversion to alternative fuel sources." *See* MASON-DR-01-010; MORNING SCOTT-DR-01-019. The estimates, which were only provided after intervention, are insufficient to make an accurate determination as to compensation. The estimates themselves state that "cost varies depending on location of tank, size, number of appliances, if appliances can be converted, installation costs." MORNING SCOTT-DR-01-010 Attachment. Because Duke failed to do site-specific analysis, it is hard to determine how it concluded its estimate of "fair compensation" is even in the ballpark of reality. Additionally, the numbers presented in the estimate have no credibility as Duke admitted that "Duke Energy

Kentucky did not rely on any contractors or vendors in determining the estimates for conversion to propane or electric.” MASON-DR-01-015.¹

In preparation for potential abandonment of their utility service Scott received an estimate from Johnson Heating and Cooling which estimated the total cost for conversion to be \$40,645.² Said estimate only includes the cost of conversion, but does not include the other costs and impacts that Scott will endure. Such additional costs include the cost to replace appliances, preliminarily estimated between \$7000-\$10,000. Costs Scott will endure if abandoned also undeniably include the diminution to Scott’ property value, the variation in monthly utility costs, and the costs and fees expended (including attorneys’ fees) to hold Duke accountable to their duties under KRS 278.030.

At a bare minimum Duke needs to conduct site specific analysis, with vendor and contractor backed figures, to provide a better estimate to each individual customer. If Duke is allowed to abandon its utility customers, Scott respectfully submits that it, or TC Energy, should bear the actual cost of Scott to mitigate the harm caused by the abandonment.

2. Disparate Treatment of Utility Customers

Duke’s request to convert customers to an alternative fuel source is predicated on the premise that it would be greatly more expensive to extend service to the customers. *See Application* at p.2.

¹ On March 27, 2026 Duke supplemented its Response to Scott’s Request for Information No. 10, which sought information about what was relied on for the estimate, but the supplemental answer is inconsistent with Duke’s prior response, and other responses to requests from another Intervenor, thus creating only more uncertainty. Duke’s supplemental response states:

COMPANY RESPONSE: The request seeks documents. The document provided is the only document that was created in support of the “\$25,000 amount.” The information was derived through telephone conversations with a propane supplier, plumber, and through online research, including home supply websites to provide a high-level estimate of costs to convert. The spreadsheet provided is the sole workpaper.

² Attached hereto as **Exhibit C**.

Duke has not produced documents or information supporting this contention, and has admitted that it has not “performed detailed engineering” related to such estimate. Application, p. 2. As discussed more fully below, Duke has also failed to explain who would bear such costs. To the extent Duke’s efforts to the estimate of expense to extend service are on par with Duke’s efforts to estimate of the cost of conversion, Scott respectfully submits that such estimate is of little value to the Commission’s considerations in this proceeding.

Duke states that two of the twenty-seven affected customers are close enough to Duke’s existing infrastructure that Duke can continue service. This only raises questions that have not been addressed to date: 1) what is the cost to connect these two customers to the existing infrastructure; 2) has any meaningful estimate of cost been made; 3) how are these costs to mitigate harm to Scott and others treated; 4) who bears the expense of mitigating harm to properties that have dutifully paid for gas for decades? Scott respectfully submits that none of these questions have been answered, but should be resolved before any declaration is made.

Duke has stated that Scott’s Property is “approximately 0.8 miles” from the existing infrastructure referenced in the Application. MORNING SCOTT-DR-01-034. If the two properties Duke plans to connect to the existing infrastructure are connected, it also raises questions as to whether Scott’s Property would be incrementally closer to the existing infrastructure via the newly connected customers. Scott respectfully submits that the Commission should examine where Duke drew the line for which customers would continue to receive service and those forced into conversion.

Duke has admitted that for the past decades it has treated Scott and the other twenty-six properties like a utility. Now after decades of revenue from those properties, Duke wishes to only treat two properties as a utility and jettison the rest. Duke is essentially asking the Commission to

allow them to continue offering services to the public, but to be the arbitrator of who the public consists of, which is inconsistent with Duke's admitted status as a utility under KRS 278.010 and should not be allowed.

At minimum, the Commission should require that Duke itemize plans and expense for each affected property. Doing so will require the appropriate diligence, increase transparency, account for and allow the appropriate comparative analysis that should go into any declaration on the matters raised in the Application.

3. Right to Abandon

Scott requested that Duke "identify all statutory, regulatory, tariff, contractual, or Commission-order authority" to take the action it seeks approval of in this proceeding. The only provision cited by Duke was KRS 278.485, but Scott respectfully submits that statute is inapplicable. *See* MORNING SCOTT-DR-01-001. KRS 278.485 applies to farm tap connections to a "producing gas well or gas gathering pipeline." *Id.* KRS 278.485(6) provides that "[n]othing in this section shall be construed to restrict the right of any gas pipeline company to abandon any gas well or any gathering pipeline, or any part thereof, and to remove any such abandoned pipeline or lines." Duke is not proposing abandonment of a gas well or gathering pipeline here, as such the statute provides no rights applicable to Duke's request.

While no party seemingly possesses any information about the initial connection of Scott's property to TC Energy's interstate pipeline, it is clear that the connection is not a "farm tap" of the type anticipated under KRS 278.485. Duke's assertion of rights under that statute are simply inapplicable.

Duke admitted its status as a utility in the Application. As such, Duke has a duty to “furnish adequate, efficient and reasonable service” to Scott and should not be allowed to abandon that duty. KRS 278.030.

4. FERC and TC Energy

Commission Staff Second Request for Information, Request No. 11, referred Duke to *Columbia Gas Transmission, LLC, KO Transmission Co.*, 153 FERC ¶ 61,042 (Oct. 15, 2015), 2015 WL 6084010 (hereinafter the “FERC Action”). The FERC Action presents nearly identical legal and factual points to this current proceeding. There, FERC examined its Certificate Policy Statement concerning new/replacement pipelines to consider whether the applicant could meet its duty to mitigate resulting harm caused to parties in an identical position as Scott. *See id.* at *3; Certification of New Interstate Natural Gas Pipeline Facilities, 88 FERC ¶ 61,227 (1999), clarified, 90 FERC ¶ 61,128 (2000), further clarified, 92 FERC ¶ 61,094 (2000) (Certificate Policy Statement). FERC stated the “threshold requirement for pipelines proposing new projects is that the pipeline must be prepared to financially support the project without relying on subsidization from its existing customers.” *Id.* at *3. FERC then found that “there will be no subsidization of the project by existing customers” and that “the project will not adversely affect the applicants' existing customers *or other pipelines and their customers.*” *Id.* at *3-4 (emphasis added). But that finding was based on the following determinations:

Columbia and KOT will continue to provide service using the existing facilities until the replacement facilities become operational. The applicants will provide propane or arrange for alternative pipeline supply for customers of Columbia Gas of Kentucky who will be negatively affected by removal of the mainline “farm” taps presently attached to the E System. No pipelines, or their captive customers, including the farm tap customers, have filed adverse comments regarding the applicants' proposal.

Id.

Duke's response to Commission Staff Second Request for Information, Request No. 11 concerning the FERC Action is fundamentally non-responsive, seemingly disclaims *any* duties owed by Duke or TC Energy, and contends that TC Energy has made no statements to Duke about duty at all, despite the fact that Duke has stated it has been "collaborating with TC Energy." *See* April Letter. Respectfully, the Commission should not allow this proceeding to serve as a method to preemptively, yet inadequately, address or eliminate consideration by FERC of the duty discussed in the FERC Action.

As discussed in the FERC Action, under FERC's Certificate Policy Statement TC Energy owes Morning Scott a duty to mitigate harm simply because it intends to abandon and replace its pipeline. *See id.* at *3; *Certification of New Interstate Natural Gas Pipeline Facilities*, 88 FERC ¶ 61,227 (1999), *clarified*, 90 FERC ¶ 61,128 (2000), *further clarified*, 92 FERC ¶ 61,094 (2000) (Certificate Policy Statement). In a March 5, 2026 Request for Information in FERC Filing, Docket No. CP26-19-000, TC Energy/Columbia Gas was explicitly asked to address the concerns related to the twenty-seven existing farm tap customers identified in this proceeding. *See* Request for Information dated March 5, 2026, attached hereto as **Exhibit D**. TC Energy/Columbia responded on March 11, 2026, stating, in relevant part: "Columbia is coordinating with Duke to support communication with affected landowners. Duke has the sole obligation to assure such farm tap users of reasonable continuity of service and is working with the Kentucky Public Service Commission to determine appropriate actions." *See* Response to Request for Information dated March 11, 2026, attached hereto as **Exhibit E**.

In this proceeding, Duke appears to assert that this topic is a complete unknown to it, despite the fact that Duke has previously said they are "collaborating" with TC Energy. Despite a Request for Information and subsequent demand for supplementation, as of the time of filing, Duke has

failed to deny communications with TC Energy about the topic raised in the Application, but has also failed to produce any responsive documents showing communications between it and TC Energy about how Scott and similarly situated “farm tap” customers will be handled.

Duke’s current position seems to be that it has no idea what TC Energy is doing. If Duke is filing applications with this Commission which directly relate to the project TC Energy is proposing, Scott respectfully submits that Duke should have more information. What seems to be occurring is that Duke and TC Energy have filed two proceedings under two separate authorities, and are taking turns passing the buck to the other when asked about their duty to Scott and the other twenty six customers.

In response to Staff Requests, Duke likewise fails to meaningfully “[e]xplain whether a duty on the part of TC Energy to mitigate the impact of the abandonment of the transmission line on farm-tap customers by providing an alternative fuel source would affect Duke Kentucky’s right to recover from ratepayers costs incurred to convert these customers to alternative fuel.” (Staff Second Request for Information No. 11(b)). Instead, Duke merely states in conclusory fashion that costs “to retire facilities or to provide service to a customer *are traditionally recoverable through rates*” thereby ignoring the wholly separate duty to mitigate identified by FERC and pointed out by Commission Staff. (Duke Response to Staff Second Request No. 11; emphasis added)

Worse still, Duke wholly ignores how “unrecovered project costs” were actually recovered in the FERC Action raised by Commission Staff. FERC held that the “unrecovered project costs may be rolled into [the applicants’] system rates in their next general rate proceedings.” *Id.* at *4-5. Duke’s response to the Staff Requests for Information completely failed to address or

distinguish how such a possible determination in any FERC proceeding filed by TC Energy/Columbia might affect the treatment of potential costs it raises in the Application.

To the extent TC Energy must mitigate Scott's harm and can roll such costs into "system rates," Scott respectfully submits that Duke appears to lack standing in this action under 807 KAR 5:001, §19. This regulation confers standing to file a declaratory action "upon application by a person substantially affected." In the last three weeks, FERC has indeed raised with TC Energy the possible harm that may occur to Scott and the other affected "farm tap" properties. This was done in response to multiple comments by persons among the group of properties identified in this proceeding. In response, TC Energy passed the buck to Duke in a few scant, vague sentences. The discussion and handling of this topic in the FERC Action, and the recent Request for Information sent to TC Energy strongly suggests that the matter will not be so flippantly dismissed by FERC.

If the mitigation of Scott's (and other's) harm is to be determined in a separate FERC action, wherein that body will also determine if unrecovered costs of mitigating harm should be "rolled into system rates," then Duke appears to be the wrong applicant, in the wrong forum. In the alternative, Scott respectfully submits that either Duke or TC Energy are absent, indispensable parties in either this proceeding (TC Energy), or the separate FERC action (Duke) addressing the same subject matter.

CONCLUSION

Based upon the foregoing, Scott respectfully submits that the Commission should deny the declaration sought by Duke and instead require it conduct substantial and meaningful analysis that will allow the Commission to make a proper determination of all parties' duties, rights and obligations related to the matters raised in the Application. Further, Scott respectfully submits that to the extent that the Commission agrees that Duke lacks standing, or that TC Energy is an

indispensable party to this proceeding, that it enter such orders whereby appropriate, just and complete relief may be had in this proceeding.

Respectfully submitted,

/s/ Mickey T. Webster

Mickey T. Webster
mwebster@bricker.com
BRICKER GRAYDON WYATT LLP
250 West Main Street, Suite 1600
Lexington, KY 40507-1746
(859) 288.7639

Counsel for Morning Scott, LLC

CERTIFICATE OF SERVICE

This is to certify that foregoing electronic filing was transmitted to the Commission on March 30, 2026, and that it has been served upon the following counsel of record by electronic means in compliance with 805 KAR 5:001(4)(8):

L. Allyson Honaker
allyson@hloky.com
Heather S. Temple
heather@hloky.com
Meredith L. Cave
meredith@hloky.com
Honaker Law Office, PLLC
1795 Alysheba Way, Suite 1203
Lexington, KY 40509
Counsel for Duke Energy Kentucky, Inc.

Stacey L. Graus
Bradley J. Deters
sgraus@adamsattorneys.com
bdeters@adamsattorneys.com
Adams Law, PLLC
40 W. Pike Street
Covington, KY 41011
(859) 394-6200
Counsel for Tom Mason

Mickey T. Webster

Counsel for Morning Scott, LLC

102330822.1

EXHIBIT A



139 E. Fourth St.
Cincinnati, OH. 45202

April 21, 2025

Morning Scott LLC C/O Peter Snow
2895 Baynum Hill Rd
California, KY 41007

Subject: TC Energy Infrastructure Project

Dear Morning Scott LLC,

Duke Energy Kentucky is collaborating with TC Energy on their proposed Northern Kentucky Gate Enhancement Project. TC Energy is the interstate natural gas supplier to Duke Energy Kentucky. This project is proposing to replace and upgrade their natural gas infrastructure in Bracken, Pendleton, and Campbell Counties in 2028 pending approval from the Federal Energy Regulatory Commission.

Duke Energy Kentucky is currently working on a solution for our customers impacted by TC Energy's Northern Kentucky Gate Enhancement Project. We are seeking guidance from the Kentucky Public Service Commission for next steps and will be reaching out to you. We anticipate having more information later this summer.

If you have any questions about this project, please email DukeNGMajorProjects@Duke-Energy.com

Duke Energy has been safely providing natural gas services to our customers in Northern Kentucky for over 185 years and we are committed to doing so for decades to come. We greatly appreciate your patience as we continue to work to understand more about this project.

Sincerely,

Duke Energy Kentucky

EXHIBIT B



139 E. Fourth St.
Cincinnati, Ohio 45202

October 20, 2025

As part of our ongoing commitment to being good neighbors in the communities where we live, work, and provide service, Duke Energy Kentucky is actively evaluating the best ways to serve and support our valued customers who may be impacted by the proposed NKY Gate Enhancement Project.

Our team is dedicated to collaborating with affected customers to find viable solutions. Should you have any questions, please feel free to reach out to Duke Energy Kentucky's 3rd party Sr. Right of Way Agent, Jessica Cramer at 937-902-3042 or via email at jessica.cramer@percheronllc.com.

Duke Energy is currently seeking guidance from the Kentucky Public Service Commission and will be in touch with additional information once we have more details. We anticipate receiving their feedback and being able to provide further updates in the near future.

Thank you for your understanding and patience as we work through this process together.

EXHIBIT C

Proposed by: Billy Helton
 8160 U.S. 27
 Butler, KY 41006
 Tel : 859-472-9850
billy@johnsonheatingandcoolinginc.com
johnsonheatingandcoolinginc.com
 License: HMO4661

JORDAN WEIDNER

Bill To: JORDAN
 WEIDNER



FANTASTIC ALL ELECTRIC BOTH BUILDINGS

TOTAL

\$607/MO*

\$40,645

*with approved credit

MODELS

Tempstar
N5H8T48AKAAA

-Performance Series
 -Two-Stage-
 -Heat Pump

-5 Year Limited Parts Warranty
 -10 Year Limited Parts
 Warranty with Timely
 Registration

-Equipment must be registered
 within 90 days of original
 installation

(1) Tempstar
FTMA5B48L0CA

-Quiet Comfort Series
 -Two-Stage
 -Air Handler
 -10 year No Hassle

Replacement limited warranty
 -10 year parts limited warranty
 with timely registration

-Equipment must be registered
 within 90 days of original
 installation

(2) Tempstar
 EHC20BKB

-Auxiliary Heater

(1) Tempstar
N5H8T48AKAAA

-Performance Series
 -Two-Stage-
 -Heat Pump

-5 Year Limited Parts Warranty
 -10 Year Limited Parts
 Warranty with Timely
 Registration

-Equipment must be registered
 within 90 days of original
 installation

(1) Tempstar
FTMA5B48L0CA

-Quiet Comfort Series
 -Two-Stage
 -Air Handler
 -10 year No Hassle

Replacement limited warranty
 -10 year parts limited warranty
 with timely registration

-Equipment must be registered
 within 90 days of original
 installation

FINALIZED NET INVESTMENT

\$40,645

Financing Details:

Min 0.02% minimum payment
 12.99% APR Payment based
 on 120 Mos

SPECIAL INCLUSIONS:
 2H/1C PROGRAMMABLE

INCLUDED SERVICES:

- POLES
- CHARGE SYSTEM TO MANUFACTURERS SPECIFICATION
- EMAIL WARRANTY CERTIFICATE
- EXPLAIN SYSTEM OPERATION
- NEW ELECTRIC ELECTRICAL
- FLOAT SWITCH AND SECONDARY DRAIN PAN (CEILING SAVER KIT)
- NEW DISCONNECT AND WHIP
- 1 YEAR LABOR
- REGISTER MANUFACTURER WARRANTY
- REMOVE AND HAUL AWAY OLD EQUIPMENT AND DEBRIS
- CONNECT TO EXISTING DUCT WORK
- CONNECT TO EXISTING REFRIGERANT LINES
- FILTER DRIER TO FILTER OUT REFRIGERANT COMPONENTS
- PROFESSIONAL AND FRIENDLY HEALTHY HOME TECHNICIAN

1

Choose Your Payment Option

- Credit Card Financed Through: GOODLEAP/KEMBA Check
- Cash Bill via Invoice Leased Through

2

Choose Your Equipment Option

- Fantastic ALL ELECTRIC BOTH BUILDINGS

3

Terms and Conditions

***GOODLEAP**

- GOOD-LEAP FINANCING IS THE PAYMENT REFLECTED IN THE ESTIMATES PRESENTED TO YOU, THIS IS A 12.99 WITH AUTO-PAYMENT SET UP TO RENDER THE LOWEST POSSIBLE PAYMENT. IF YOU DECLINE TO USE AUTO-PAYMENT THE INTEREST RATE CHANGES TO 13.49%

****KEMBA CREDIT UNION**

Buy what you need with the purchasing power you want. These Visa® cards let you spend with complete convenience. Utilizing the Kemba 0% for the first 24 months is an option, in order to use the Kemba Financing, a 3% charge will be added to the total cost of the ESTIMATE, the payment for Kemba is 2% of the total amount financed

TERMS & CONDITIONS OF AGREEMENT

1. Purchaser hereby accepts the equipment and service described above and agrees to pay Johnson Heating and Cooling the price shown above.
2. All equipment and material are guaranteed by Johnson Heating and Cooling to be as specified. All work will be completed in a workmanlike manner according to normally accepted practices.
3. Materials and work in addition to that described herein will be furnished only on Purchaser's authorization and will be paid by Purchaser as an extra charge.
4. Upon failure to pay any sums due hereunder, Purchaser agrees to pay Johnson Heating and Cooling interest at the rate of one and one-half percent (1½%) per month (annual rate of 18%) on all outstanding balances.
5. Johnson Heating and Cooling shall not be liable for any default caused by events beyond its control, including but not limited to, fire, flood, strikes, accidents, or delays affecting this work or other operations in which it is involved, directly or indirectly.
6. Purchaser shall permit Johnson Heating and Cooling reasonable access to the property on which equipment is to be installed. Title to all provided equipment remains with Johnson Heating and Cooling until all amounts due thereon are paid in full, whether such equipment is affixed to the realty or not, and shall remain personal property and be deemed sever-able without injury to the freehold. On any payment default by Purchaser, or if in Johnson Heating and Cooling's judgment, reasonably exercised, its equity appears to be imperiled, then, Johnson Heating and Cooling may without further notice enter the premises and remove or resell the equipment, and Purchaser shall be liable for any deficiency or loss sustained by Johnson Heating and Cooling in connection therewith.
7. Once the equipment is connected to Purchaser's property, Purchaser assumes all risk of loss or damage to such equipment and shall ensure same fully to protect all interests of Johnson Heating and Cooling, the cost of insurance to be paid by Purchaser. Johnson Heating and Cooling carries liability insurance and Worker's Compensation Insurance.
8. Johnson Heating and Cooling provides a one-year limited labor warranty. Equipment or system failure due to lack of proper maintenance service or abuse is expressly excluded. Normal maintenance check-ups and filter replacements are the responsibility of Purchaser. All other warranties, expressed or implied, are the responsibility of the manufacturer of the equipment, parts, or materials used in connection with the services.
9. There are no warranties, expressed or implied, for existing equipment, ductwork, or other materials not installed by Johnson Heating and Cooling.
10. All warranty work will be performed during Johnson Heating and Cooling's normal working hours, 8:00 AM to 5:00 PM, Monday through Friday.
11. Purchaser is responsible for all costs and reasonable attorney fees incurred by Johnson Heating and Cooling in connection with any action or proceeding (including arbitration and appeals) arising out of this Agreement, including a collection of any outstanding amounts due, whether or not suit is filed.
12. Except as provided herein Johnson Heating and Cooling makes no other representations or warranties, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose Johnson Heating and Cooling expressly disclaims all other warranties. Johnson Heating and Cooling's maximum liability hereunder shall consist of refunding all money paid to it by Purchaser hereunder subject to removal and return to Johnson Heating and Cooling of all equipment provided hereunder. Under no circumstances will Johnson Heating and Cooling be liable to Purchaser or any other person for any damages, including, without limitation, any indirect, incidental, special, or consequential damages, expenses, cost, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of or related to this Agreement, or the services or equipment provided hereunder.
13. This agreement shall be governed and construed solely according to the internal laws of the State of Kentucky, without reference to any conflicts of laws.
14. This agreement is the complete and exclusive statement of the agreement between Purchaser and Johnson Heating and Cooling and it supersedes all prior oral and written proposals and any prior or subsequent communications pertaining to the subject matter hereof.

This Proposal may be withdrawn by us if not accepted within 30 days of the original quote date

Tempstar 4 Ton 454B Heat Pump System • Date Created: 03-23-2026

Approve Your Proposal

Print your name

Draw your signature.



A large rectangular box for drawing a signature. A horizontal grey line is drawn across the bottom of the box. A small 'Clear' button is located in the bottom right corner of the box.

I accept the terms of this agreement.

EXHIBIT D

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

VIA FERC Service

March 5, 2026

David A. Alonzo,
Manager
Project Authorizations
Columbia Gas Transmission, LLC
700 Louisiana Street, Suite 1300,
Houston, Texas, 77002-2700

Re: Data Request

Dear Mr. Alonzo,

Please provide the information described in the enclosure to assist in our analysis of Columbia Gas Transmission, LLC's (Columbia) proposal filed in the above referenced docket. File your response in accordance with the provisions of the Commission's Rules of Practice and Procedure. In particular, 18 C.F.R. § 385.2010 (Rule 2010) requires that you serve a copy of the response on each person whose name appears on the official service list for this proceeding.

Please file a complete response within seven (7) days of the date of this letter. If certain information cannot be provided within this time frame, please indicate which items will be delayed and provide a projected filing date. File all responses under oath (18 C.F.R. § 385.2005) by an authorized representative of Columbia and include the name, position, and telephone number of the respondent to each item.

Sincerely,

NICOLE HUANG

Digitally signed by NICOLE
HUANG
Date: 2026.03.05 08:14:18 -05'00'

Nicole Huang
Civil Engineer
Division of Pipeline Certificates
Office of Energy Projects

Docket No. CP26-19-000

- 2 -

Enclosure:

1. Multiple comments were received for the NKY Gate Enhancement Project, regarding farm tap rights and loss of farm tap service. Provide a response addressing the commenters' concerns and clarify whether the existing farm tap customers are Columbia's customers or if Columbia otherwise has any obligation to provide service to these customers.
2. Describe both Duke Energy's current relationship to Columbia and if Duke has any relationship to Columbia's proposed NKY Gate Enhancement Project.

Document Content (s)

DPC Data Request 3 CP26-19-000.pdf.....1

EXHIBIT E



March 11, 2026

The Honorable Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Columbia Gas Transmission, LLC
700 Louisiana Street, Suite 1300
Houston, TX 77002-2700

David A. Alonzo
Director, Certificates

tel 832.320.5477
email david_alonzo@tcenergy.com
web www.tcenergy.com

Re: Columbia Gas Transmission, LLC
Docket No. CP26-19-000
NKY Gate Enhancement Project
Response to March 5, 2026 Data Request
OEP/DPC/CB-1

Dear Ms. Reese:

Columbia Gas Transmission, LLC (“Columbia”) hereby submits its response to the data request issued by the Federal Energy Regulatory Commission (“FERC” or “Commission”) on March 5, 2026, in the above-referenced proceeding.

Columbia is e-filing this information in accordance with the Commission's Order No. 703, *Filing Via the Internet* guidelines, issued in Docket No. RM07-16-000 on November 15, 2007. Pursuant to 18 C.F.R. § 385.2010 of the Commission's regulations, a copy of this letter is being served to each person whose name appears on the official service list for this proceeding.

Pursuant to 18 C.F.R. § 385.2005 of the Commission’s regulations, the undersigned states that he has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge, information, and belief based on representations by Columbia personnel. The undersigned possesses full power and authority to sign such filing.

Please direct any questions regarding this submission to the undersigned or Ashlyn Polito at 832.320.6085.

Respectfully submitted,

/s/ David A. Alonzo

David A. Alonzo
Director, Certificates

Attachment

cc: Nicole Huang (FERC)
All parties of record (CP26-19)

Columbia Gas Transmission, LLC
NKY Gate Enhancement Project
Docket No. CP26-19-000
Response to March 5, 2026 Data Request

- 1. Multiple comments were received for the NKY Gate Enhancement Project, regarding farm tap rights and loss of farm tap service. Provide a response addressing the commenters' concerns and clarify whether the existing farm tap customers are Columbia's customers or if Columbia otherwise has any obligation to provide service to these customers.**

Response:

The referenced farm taps are owned and operated by Duke Energy of Kentucky, Inc. ("Duke"), and the users served by those farm taps are Duke distribution customers. As part of the NKY Gate Enhancement Project, certain existing Columbia transmission facilities will be taken out of service. While Columbia is not the service provider for these farm tap users, Columbia is coordinating with Duke to support communication with affected landowners. Duke has the sole obligation to assure such farm tap users of reasonable continuity of service and is working with the Kentucky Public Service Commission to determine appropriate actions.

Columbia Gas Transmission, LLC
NKY Gate Enhancement Project
Docket No. CP26-19-000
Response to March 5, 2026 Data Request

- 2. Describe both Duke Energy’s current relationship to Columbia and if Duke has any relationship to Columbia’s proposed NKY Gate Enhancement Project**

Response:

Duke Energy (“Duke”) is an existing shipper on Columbia’s interstate natural gas transmission system and receives existing transportation services to several interconnect points in Kentucky and Ohio, certain of which may be modified or replaced as part of the NKY Gate Enhancement Project (“Project”). For any such modifications or replacements, Columbia will coordinate with Duke during the performance of such work. The Project is designed to enhance the safety, integrity, and reliability of Columbia’s existing interstate natural gas transmission system and is not tied to any specific shipper but is designed rather to benefit Columbia’s system as a whole.

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