

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Electronic INVESTIGATION INTO THE RATES
AND SERVICES OF EAST KENTUCKY
MIDSTREAM, LLC

Case No. 2026-00121

East Kentucky Midstream, L.L.C.
Notice of Filings

Please take notice that East Kentucky Midstream, L.L.C. (“EKM”) files herewith a report modeled on the annual reports submitted by Class C and D gas utilities to the PSC and three contracts related to service which by the terms of its farm-tap tariff, PSC KY No.1 (eff. 5/20/24) Orig. Sheet No. 2.1, “is conditional upon and subject to a special contract therefor between EKM and the customer.” These filings are made in a spirit of cooperation with the Commission to accommodate the requirements in the 2/27/26 final order in Case No. 2022-00238 as amended by 4/8/26 and 7/10/26 orders — the findings and conclusions of which EKM disputes and is seeking judicial review and reversal in Franklin Circuit Court No. 26-CI-0474. These filings are also in accord with discussions had at the 7/21/26 Informal Conference, as more fully described below.

Report

At the 7/21/26 Informal Conference, it was suggested that EKM speak with Commission staff in the reports branch for guidance about a report form to use or examples of filed annual reports with the sort of statistics and other information discussed at the Informal Conference. The undersigned counsel understands from the staff member contacted that there is no form (paper or electronic) to be provided, that annual reports are filled out over the web by utility entities for which access has been set up. The staff member helpfully suggested that a report for EKM could be adapted from the reports that had been filed by Class C and D gas distribution

companies. After examining 2025 Annual Reports for such companies available publicly on the Commission website, EKM has prepared the attached report and notes that the information provided is of the scope and detail in 2025 Annual Reports accepted by the Commission from some Class C gas distribution companies.

EKM also reports here that in response to requests and discussion at the Informal Conference that it has provided the Division of Inspections with updated emergency contact information (7/21/26) and has updated the default email address and EKM corporate contact information with the Executive Director (7/27/26).

Tariff

With two exceptions, gas service is provided to EKM's customers pursuant to its farm-tap tariff, PSC KY No.1 (eff. 5/20/24), approved and accepted by the Commission in Case No. 2023-00112 and on file with the Commission. The two exceptions — the City of West Liberty (Morgan County) and Kentucky Frontier Gas, LLC — although “otherwise qualifying for farm-tap service,” are supplied for resale to others and in sufficiently large volumes that by the terms of EKM's tariff (Orig. Sheet No. 2.1) service to them “is conditional upon and subject to a special contract therefor between EKM and the customer.” EKM files herewith the three such special contracts entered into with these two customers:

5/23/22 City of West Liberty d/b/a West Liberty Gas (2 pages)

5/23/22 City of West Liberty, for the East Kentucky Correctional Complex
(2 pages)

5/20/21 Kentucky Frontier Gas, LLC (4 pages)

EKM has thus filed with the Commission the terms and conditions for all customers of the service it provides, which is of untreated natural gas at no specified pressure from its natural gas gathering pipeline system.

Respectfully submitted,

/s/ Katherine K. Yunker

Katherine K. Yunker

Jason R. Bentley

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ATTORNEYS FOR EKM

Financial Statements

Are your financial statements on a calendar year basis? Yes.

If not, your fiscal year runs from _____ (date) to _____ (date) N/A

Are your financial statements examined by a Certified Public Accountant? No.

If yes, which service is performed? __Audit __Compilation __Review

Please enclose a copy of the accountant's report with annual report N/A

General Information

- Location, including street and number, and telephone number of the principal office in KY.

Address: 995 East Mountain Parkway // PO Box 1666 KY 41465

City: Salyersville // State: KY // Zip Code 41465

Phone: 606-349-4149

- Name, title, address, and telephone number of the person to be contacted concerning this report.

Name: Jack Justice

Address: PO Box 1666

City: Salyersville // State: KY // Zip Code 41465

Phone: 606-349-4149

- Name, title, address, and telephone number of the person having custody of the books of account and address of office and telephone number where the books of account are kept.

Jack Justice (same office address and telephone # as above)

LLC Organization: EKM was organized under the laws of Kentucky, as of January 12, 2016.

Ownership:

Last Name	First Name	%	Business Address
Justice	Jack	50	PO Box 1666 Salyersville, KY 41465
Parsons	Russell	50	PO Box 1666 Salyersville, KY 41465

EKM does not control and is not controlled by any other corporation, business trust, or similar organization.

Principal Officers: EKM is a member-managed LLC; it is not a corporation with officers. Its member-managers are the owners listed above.

Employees

- Number of Full-time employees: 4
- Number of Part-time employees: N/A

Kentucky Areas Served

<i>City or Town</i>	<i>Community</i>	County
		Breathitt
		Clark
		Johnson
		Lawrence
		Magoffin
		Menifee
		Montgomery
		Morgan
		Wolfe

Gas Service for the Year (2025):

Category	Average No. Customers	MCF of Natural Gas Sold	\$ Amount
Residential Sales	286	20,217	225,742.96
Commercial & Industrial Sales	17	6,933	74,940.75
Interdepartmental Sales	--	--	--
SUBTOTAL Sales to End Users	303	27,150	300,683.71
Sales for Resale	2	78,843	1,792,313.29
TOTAL Gas Service	303	105,993	2,092,997.00

Number of Customers – End of Year (2025):

Residential	288
Commercial and Industrial	16
Interdepartmental Sales	--
SUBTOTAL – End User	304
Sales for Resale	2
TOTAL Gas Service Customers	304

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.
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 MIDSTEAM, LLC

Jack Banks
President

CITY OF WEST LIBERTY

Mark Walter

Printed Name: Mark 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 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 and Transportation Agreement

This Natural Gas Sales and Transportation Agreement is entered into this 20th day of May, 2021 ("Agreement"), by and between **East Kentucky Midstream, LLC**, with an address at P.O. Box 1666, Salyersville, KY 41465 ("EKM") and **Kentucky Frontier Gas, LLC**, with an address at P.O. Box 408, Prestonsburg, KY 41653 ("Frontier"). EKM and Frontier are collectively referred to herein as the "Parties".

WITNESSETH

WHEREAS, EKM owns certain Rights-of-Way, Pipelines and Surface Leases, including equipment attached to pipelines as more fully described in **EXHIBIT A**, attached hereto and incorporated herein as a part of this Agreement (Pipeline Assets); and

WHEREAS, EKM's Pipeline Assets provide Frontier's City Gate and Farm Tap customers with natural gas supplies.

WHEREAS, EKM purchases natural gas supplies from local oil & gas producers and wishes to sell these natural gas supplies to Frontier at various sales meters connected to the Pipeline Assets.

WHEREAS, EKM agrees to transport natural gas to Frontier and Frontier agrees to receive these natural gas supplies 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 provide firm transportation and firm natural gas sales services to Frontier's City Gate and Farm Tap customers in accordance with the terms of this Agreement.

2. Effective Date

The "Effective Date" of this Agreement shall be May 1, 2021.

3. Contract Price

The Transport Fee for the natural gas deliveries made pursuant to this Agreement shall be \$5.75 per Dekatherm (Dth). In order to determine the Btu value, EKM shall conduct a Btu sampling during the first month of this Agreement and at six (6) month intervals thereafter. Each Btu sampling shall be utilized in successive months until a new Btu factor is determined at the next six month interval and successive intervals thereafter. The Parties, upon mutual consent, can change the time interval between Btu samplings.

4. Lost and Unaccounted-For Gas ("LAUF")

Frontier shall pay, on a monthly basis, its proportionate share of EKM's LAUF on certain pipeline segments. The LAUF calculation shall apply to the actual segments of the Pipeline Assets utilized in the receipt and delivery of natural gas sales and transportation services to Frontier's customers ("Frontier's Transportation Path"). The LAUF calculation is as follows: Frontier's total sales and transportation volumes per month divided by EKM's total volumetric throughput in and through Frontier's Transportation Path for that same month. LAUF volume shall not exceed 20% of Frontier's delivered volume, on a monthly basis. The natural gas price for the LAUF calculation shall be the pricing mechanism stated in Paragraph 5(b) for that same month.

5. Local Gas Sales and Purchases

- a. EKM shall purchase all natural gas produced and delivered into the Pipeline Assets from any and all local oil & gas producers ("Local Gas").
- b. EKM shall sell this Local Gas to Frontier at a rate of one hundred percent (100%) of the Inside FERC – First of the month – "TCO Appalachian Index". Frontier shall pay EKM for the total aggregate volumes delivered to all Frontier City Gate and Farm Tap Meters multiplied by one hundred percent (100%) of the Inside FERC – First of the month – "TCO Appalachian Index".
- c. All Local Gas shall be delivered and sold to Frontier on a "First Through The Meter" basis.

6. Transportation Service

- a. EKM shall transport Frontier's interstate pipeline gas supplies received from TC Energy's Delivery Point(s).
- b. All interstate pipeline gas purchased by Frontier shall be transported and delivered by EKM on a "Second Through The Meter" basis.

7. Billing and Payment

On or before the tenth (10th) day of each calendar month, EKM will provide to Frontier an invoice for gas transport volumes from the preceding month. Frontier 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.

8. Disputes and Audits

In the event of a dispute, either Party shall have the right during the term of this Agreement and for 6 months thereafter, at its sole expense and during normal working hours, to audit the other Party's accounts and records and any other data that may reasonably have a bearing on or pertain to any business conducted between the Parties pursuant hereto. At the conclusion of the 6-month period, all items not then being challenged shall be final. Notwithstanding the foregoing, any dispute, between the Parties regarding this Agreement, shall be for a period of time not to exceed 6 months from the date of the first notice of such dispute.

9. Term

- The primary term of this Agreement shall begin on the Effective Date and terminate on September 30, 2021 and shall continue on a monthly basis thereafter. This Agreement may be terminated on 30 days' written notice from the expiration of the primary term or any monthly renewals thereafter.

10. 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 Frontier 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.

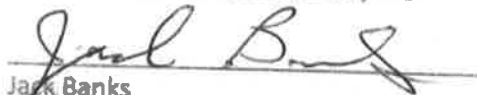
11. Miscellaneous

- a. Nothing in this Agreement shall prevent EKM, at EKM's sole discretion, from selling or otherwise disposing of the Pipeline Assets in whole or in part.
- b. This Agreement is intended by the Parties as the final, complete and exclusive statement of the terms and conditions of their agreement and is intended to supersede all previous agreements and understanding between the Parties relating to its subject matter. No amendment, modification or waiver of any provision of this Agreement shall be valid or enforceable unless in writing and signed by both Parties. Nothing in this Agreement shall be binding upon either party until this Agreement has been executed and delivered by both Parties by their duly authorized representatives.
- c. If any provision of this Agreement, or the application of any such provision to any person or in any circumstance is held invalid, the application of such provision to any other person or in any circumstances, and the remainder of this Agreement, shall not be affected thereby and shall remain in full effect.
- d. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky and both Parties consent to the exclusive jurisdiction of the Johnson County Circuit Court of Kentucky.

e. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their heirs, executives, administrators, and assigns.

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

EAST KENTUCKY MIDSTREAM, LLC


Jack Banks
President

KENTUCKY FRONTIER GAS, LLC


Steve Shute
Managing Member