

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2026-045**

**A RESOLUTION TO APPROVE A SERVICE AGREEMENT BETWEEN
THE MADISON COUNTY FISCAL COURT AND DELTA GAS**

WHEREAS, the Madison County Fiscal Court (Fiscal Court) wishes to enter into a Service Agreement (the "Agreement") with Delta Gas for extending the necessary gas main of adequate size and capacity so that gas service will be made available to the new Madison County Fire Station; and

WHEREAS, the Fiscal Court and Delta Gas agree to the terms and conditions set forth in the Agreement; and

NOW, THEREFORE, BE IT RESOLVED ON THIS 26TH DAY OF MAY 2026 THAT THE MADISON COUNTY FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND SERVICE AGREEMENT AS FOLLOWS:

1. The Fiscal Court does hereby appoint and designates the County Judge/Executive as its authorized representative and grants the authority to sign any necessary documents for all matters relating to entering into this Agreement with Delta Gas.
2. The Fiscal Court adopts this Resolution as an ongoing matter and affirmatively states that the authority granted to the County Judge/Executive shall continue without the necessity of further votes or action of the Madison County Fiscal Court.
3. The Fiscal Court does hereby resolve that all agreements and contracts entered pursuant to this Resolution shall comply with all applicable federal, state, and local laws, regulations, procurement requirements, budgetary approvals, and policies governing governmental contracts and expenditures.

Motion made by Bathin, seconded by Combs.

Vote:	YES	NO	ABSTAIN	ABSENT
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Magistrate James Brian Combs	<u>✓</u>	_____	_____	_____
Magistrate Stephen Lochmueller	<u>✓</u>	_____	_____	_____
Magistrate Billy Ray Hughes	<u>✓</u>	_____	_____	_____
Magistrate Tom Botkin	<u>✓</u>	_____	_____	_____
Judge/Executive Reagan Taylor	<u>✓</u>	_____	_____	_____

Signed:

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Reagan Taylor
Madison County Judge/Executive

Attested:

Ky Bgr McC
Kenny Barger
Madison County Clerk

5-26-2026
Date

5-26-2026
Date



GAS DISTRIBUTION MAINS EXTENSION AND DEPOSIT AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of MAY, 2026, by and between Delta Natural Gas Company, Inc., whose corporate office is in Winchester, Kentucky, hereinafter know as "Company", and MADISON COUNTY FISCAL COURT c/o JUDGE EXECUTIVE REAGAN TAYLOR
101 W. MAIN ST. RICHMOND, KY. 40475, hereinafter known as "Applicant".

WITNESSETH:

WHEREAS, the Company is a gas utility engaged in the distribution and sale of natural gas but does not presently have a gas main installed adjacent to the Applicant's premise(s), and the required investment for the necessary main and facilities would be an unprofitable investment based on the number of customers and amount of revenues now available, and

WHEREAS, the Applicant desires to obtain gas service for use on his premise(s) and is willing to pay all, or a substantial part, of the cost of extending the necessary gas main of adequate size and capacity so that gas service will be made available to his and adjacent premises.

NOW, THEREFORE, in consideration of the sum of \$153,000.⁰⁰ dollars, paid receipt of which is hereby acknowledged, and other good and valuable considerations, the Company and the Applicant covenant and agree as follows, subject to the rules and regulations of the Company and those of the Kentucky Public Service Commission.

1. Description of Facilities:

EXTEND 4-INCH DISTRIBUTION 3,000 FEET AND BORE
INTERSTATE I-75 TO IGO ROAD AND NEW
MADISON COUNTY FIRE STATION.

2. The Applicant will deposit with the Company herewith the sum of \$153,000.⁰⁰ representing his equitable share of the estimated cost based on 3,000 feet of 4 inch main, to be constructed under work order number 502-, which includes an allowance for the first 1 premise(s). It is understood and agreed that no interest shall be due or payable at any time on this deposit. It is further understood that the deposit amount represents an initial estimate. In the event the final estimate renders the extension unfeasible, the Company may refund the deposit and terminate the Agreement.

3. The Applicant agrees that full and complete title and ownership to the gas main constructed under this Agreement shall be vested entirely in and with the Company and the Applicant shall have no further claim upon this said main except as hereinafter provided, it being agreed that the Company utilize said main as a part of its gas distribution system and shall be responsible for the operation and maintenance of same at all times.

4. The Company agrees to refund to the Applicant for a period of 10 years after completion of said main the sum of \$5,400.⁰⁰ for each additional premise connected to said main for permanent service. No refund shall be made for any customers for whom the Company installs a lateral main or additional extension. The Company shall have the right to make any additional extensions or laterals it so desires. In no event shall the refunds to Applicant exceed the total amount deposited by him under the terms of this Agreement. No refund shall be made under this Agreement after the lapse of this 10 year period.

5. The Company agrees to make every effort to complete the main extension within a reasonable time.

6. This Agreement shall not become effective or binding on either party until approved and accepted by an authorized representative of the Company.

7. Notwithstanding any of the foregoing terms, clauses or covenants in this Agreement it is understood and agreed between the parties that in the event gas sales by the Company are curtailed in whole or in part by order of the Kentucky Public Service Commission, all or any remaining part of prepayments by the Applicant hereunder shall be retained by the Company with the sole exception that if the curtailment ordered by the Kentucky Public Service Commission is lifted within the 10 year period of this Agreement, credits for any new customers served under the facilities constructed hereunder will be resumed for the period of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

DELTA NATURAL GAS COMPANY, INC.

APPLICANT(S)

By: [Signature]

Title: MANAGER Administration & Development

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JUDGE EXECUTIVE