

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF DELTA NATURAL	)	
GAS COMPANY, INC. FOR A	)	
CERTIFICATE OF PUBLIC	)	
CONVENIENCE AND NECESSITY	)	CASE NO. 2026-00
AUTHORIZING DELTA TO BID ON A	)	_____
FRANCHISE ESTABLISHED BY THE	)	
CITY OF MONTICELLO, KENTUCKY	)	

APPLICATION

Delta Natural Gas Company, Inc. (“Delta”), pursuant to KRS 278.020, hereby respectfully requests from the Public Service Commission (“Commission”) a Certificate of Public Convenience and Necessity to bid on the gas franchise offered by the City of Monticello. In support of its application, Delta states as follows:

1. Delta’s post office address, principal office, and place of business are located at 3617 Lexington Road, Winchester, Kentucky 40391. Delta’s full name is Delta Natural Gas Company, Inc. Delta can be reached at the email address of counsel set forth below.

2. Delta is a Kentucky corporation that was incorporated on October 7, 1949 and is currently in good standing under the laws of Kentucky.

3. Delta is a utility engaged in the natural gas business and is a wholly owned subsidiary of PNG Companies LLC. Delta purchases, sells, stores, and transports natural gas in Bath, Estill, Montgomery, Menifee, Madison, Powell, Garrard, Jackson, Lee, Bourbon, Jessamine, Rowan, Bell, Knox, Whitley, Laurel, Clay, Leslie, Lincoln, Fayette, Fleming, Clark, Robertson,

Mason, Lawrence, Johnson, Martin, Magoffin, Floyd, Pike, Perry, Knott, and Letcher Counties, Kentucky.

4. This Application is made in accordance with Section 278.020(5) of the Kentucky Revised Statutes.

5. Receipt of the requested certificate will allow Delta to pursue its bid on a franchise for which the City of Monticello, Kentucky (the “City”) has solicited bids pursuant to resolution or ordinance and advertisement, a copy of which is attached hereto as Exhibit A.

6. There is and will continue to be a demand and need for gas service in the areas of the City subject to the franchise, and Delta desires to obtain a franchise in accordance with the bidding protocol established by the City.

7. No gas provider presently serves Monticello, Kentucky, but as evidenced by Exhibit A, the local government has indicated there is public convenience and necessity for such service.

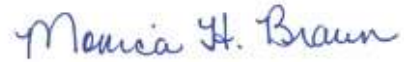
8. With this application, Delta does not request approval related to any construction necessary to provide service to the City. If Delta is successful in acquiring said franchise, Delta will request all necessary approvals required by KRS 278.020 before construction commences.

9. Should Delta be successful in acquiring said franchise, it will file a copy thereof with the Commission.

WHEREFORE, Delta Natural Gas Company, Inc. asks that the Commission enter an Order granting Delta a Certificate of Public Convenience and Necessity to bid for and acquire a franchise from the City on or before October 5, 2026.

Dated: October 5, 2026

Respectfully submitted,



Monica H. Braun
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Lexington, KY 40507
Telephone: (859) 231-3000
Facsimile: (859) 259-3503
Counsel for Delta Natural Gas Company,
Inc.

CERTIFICATE OF COMPLIANCE

In accordance with 807 KAR 5:001, Section 8(7), this is to certify that Delta's electronic filing has been transmitted to the Commission on October 5, 2026; and that there are currently no parties that the Commission has excused from participation by electronic means.



Counsel for Delta Natural Gas Company, Inc.

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ORDINANCE NO. 2026-0811 NATURAL GAS FRANCHISE BID ORDINANCE SUMMARY

SECTION I: FRANCHISE. The franchise created hereby grants the exclusive right, privilege and franchise for furnishing and to furnish to the City of Monticello, Kentucky, to operate and maintain, a natural gas distribution system, to lay, maintain, operate and remove gas mains, pipelines, feeders, or any other appurtenances necessary to operate and maintain a gas transmission system upon or under the public ways of the City.

SECTION II: AUTHORIZATION OF FRANCHISE BID. The Mayor of the City of Monticello, Kentucky, is hereby authorized and directed to offer for public sale a Natural Gas Franchise to the highest and best bidder in accordance with KRS Chapter 45A.

BID CONTENT. The bids for the franchise shall address:

- provision of adequate gas volume and pressure to support the current demand and anticipated demand, including future residential service, using a 75-year projection of needs;
- construction and operation of at least a .322 wt. 8" steel natural gas pipeline of sufficient size to serve the communities of the City of Monticello, County of Wayne; the proposal must include a plan for uprating any existing facilities to be utilized for this project that are not up to these standards;
- the franchisee's responsibility for land and right of way acquisition, design, engineering, construction, and operation of the pipeline and all appurtenant facilities, including but not limited to, a tap, meter station, odorizer equipment and preheater equipment; ownership of a constructed and operational natural gas tap and meter facility to which the pipeline will be connected to in order to receive sufficient supply from an interstate pipeline by June 30, 2027;
- that all facilities, including the pipeline, shall be designed, constructed and operated in accordance with Pipeline and Hazardous Materials Safety Administration and Kentucky Public Service Commission Rules and Regulations;
- the anticipated date of commencement of each phase of construction with pipeline construction to begin no later than July 15, 2027, subject to approval of the Kentucky Public Service Commission;
- the franchisee's safety record and safety features, including, but not limited to, leak detection, leak logs, meters, and excess flow valves; the anticipated costs and fees for customers to connect; and the anticipated cost-efficiency compared to existing utilities (electricity, propane);
- provision of financial statements for the preceding two (2) years (balance sheet, income statement, statement of changes in retained earnings), or a signed statement explaining why said statements do not exist;
- two (2) year projections of income and expense statements as they relate to the Natural Gas System in the City of Monticello;
- profiles of the principal participants showing their expertise in the natural gas distribution business;
- a detailed plan of initial construction of the system with an estimated time frame for construction and completion of each phase of the project;
- plans for the distribution system, including specifications for pipe and metering systems conforming to Kentucky Public Service Commission guidelines;
- a signed statement acknowledging that right-of-way agreements for pipeline or proof of ability to deliver natural gas to the Monticello corporate limits will be submitted when they become available, prior to start of construction;
- the franchisee's proposed franchise fee (see Section V a below).

SECTION III: TERMS OF FRANCHISE. The franchise hereby created shall be for a set term of twenty (20) years from and after the date the same shall become effective.

SECTION IV: OPERATION AND MAINTENANCE. The franchisee shall open and close all trenches and exposed places as rapidly as possible, and shall leave the streets in reasonably the same condition as prior to its entry.

SECTION V: FRANCHISE REQUIREMENTS. In addition to any other franchise requirements hereunder, the following requirements shall apply to any franchise granted hereunder:

- Franchise fee: Franchisee shall pay to the City during the entire life of the franchise a sum equal to a percentage (to be determined) of the franchisees' gross revenues received from natural gas distribution services generated within the corporate limits of the City, to be paid as set out in a subsequent Franchise Agreement.
- Any franchise payments to the City by Franchisee shall be in lieu of any occupational, income, license, or property tax, or similar levy, assessment, fee or charge which would otherwise apply to be payable by franchisee.
- Franchisee shall file with the City Clerk of the City of Monticello, Kentucky, and shall thereafter during the entire term of such franchise, maintain in full force and effect, a Comprehensive General Liability Insurance policy with limits of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate, for both bodily injury and property damage, and which shall insure franchisee, and primary coverage for the City, its officers, boards, commissions, agents, and employees against liability for loss or damage occasioned by any activity or operation of franchisee under such franchise and which shall contain and include both severability of interests and cross-liability provisions.
- Franchisee shall indemnify and hold harmless the City, its officers, boards, commissions, agents, and employees, against and from any and all claims, demands, causes of actions, actions, suits, proceedings, damages, costs or liabilities (including costs or

NOTICE OF MASTER COMMISSIONER'S SALE

Pursuant to orders of the Wayne Circuit Court, as Master Commissioner of the Court I shall offer for sale to the highest and best bidder at public auction the properties listed below on Friday, October 2, 2026 beginning at 10:00 a.m. EDT in the lobby of the Wayne County Justice Center, 100 W. Columbia Avenue, Monticello, Kentucky.

Each of said properties is sold upon the following TERMS AND CONDITIONS unless otherwise indicated:

•Property to be sold to the highest bidder for payment in full by cash or good check or TEN PERCENT (10%) of the purchase price paid on the sale date, balance due within THIRTY (30) DAYS. IF THE PURCHASER IS NOT PAYING THE FULL AMOUNT OF THE PURCHASE PRICE ON THE DATE OF SALE, ANOTHER PERSON ACCEPTABLE TO THE MASTER COMMISSIONER AS SURETY MUST BE PRESENT ON THE PURCHASER'S BEHALF TO SIGN A BOND FOR THE REMAINDER OF THE PURCHASE PRICE. The bond bears interest at the rate in the judgment from sale date until paid; bond has the same force and effect as a judgment; and it remains a lien on the property until purchase price and interest are paid in full.

•Purchaser must pay all taxes / assessments on the property for 2026 and thereafter. Taxes / assessments on the property for prior years are paid from sale proceeds.

•Property is otherwise sold free and clear of any right, title and interest of all parties to the action and of their liens and encumbrances, except easements and restrictions of record in the Wayne County Court Clerk's Office and such right of redemption as may exist in favor of parties to the case.

•A Master Commissioner's Sale/Deed is not warranty of good title. Purchaser(s) take possession of property with the Commissioner's Deed. Purchaser(s) assume and are responsible for all risks of loss to the premises upon acceptance of their bid by the Master Commissioner at the sale.

Bidders should examine the records of the Wayne Circuit Clerk and the Wayne County Clerk prior to the sale for further information. Any statements made the day of the sale take precedence over advertised material. Bidders should be prepared to promptly comply with these terms.

VILLAGE CAPITAL & INVESTMENT LLC, Plaintiff, vs. Byran CARRENDER, Tammy Carrender, Commonwealth of Kentucky Division of Unemployment Insurance, Defendants; Wayne Circuit Court Case Number 26-CI-00037; interest rate on balance of purchase price if not paid in full on sale date is 5.875% per annum.

Address: 1525 Highway 3106, Monticello KY 42633; Map/Parcel No. 065-00-00-092.00, per the Wayne County PVA records (see Deed Book 388 at Page 590 in the Wayne County Clerk's office).

CLASSIC COUNTRY LAND, LLC, Plaintiff, vs. Mircea Adrian ENE-NEAGU; Damian Nicolae MITU; and County of Wayne KY, Defendants; Wayne Circuit Court Case Number 23-CI-00314; interest rate on balance of purchase price if not paid in full on sale date is 8.99% per annum.

BEING a part of Parcel No: 128-00-00-003.00 per the Wayne County PVA records and described as Lots 1 and 2 of Woodland Heights Subdivision (see Deed Book 396, Page 710; see also Plat Cabinet C, Slide 221, Wayne County Clerk's Office).

"There shall be a 20 foot easement around the perimeter of this parcel for utility and access purposes."

CLASSIC COUNTRY LAND, LLC, Plaintiff, vs. Mircea Adrian ENE-NEAGU; Damian Nicolae MITU; and County of Wayne KY, Defendants; Wayne Circuit Court Case Number 23-CI-00315; interest rate on balance of purchase price if not paid in full on sale date is 8.99% per annum.

BEING a part of Parcel No: 128-00-00-003.00 per the Wayne County PVA records and described as Lots 1 and 2 of Woodland Heights Subdivision (see Deed Book 396, Page 710; see also Plat Cabinet C, Slide 221, Wayne County Clerk's Office).

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e) Defense of litigation: Franchisee shall defend any and all suits, actions, or other legal proceedings, against or affecting the City, its officers, boards, commissions, agents, or employees, and arising out of or pertaining to action of franchisee in the exercise or the enjoyment of such franchise, and shall pay any type of judgment or order.

f) Franchisee shall abide by all provisions of this franchise ordinance, and shall further agree that it will not, at any future time, set up as against the City the claim that any provisions of this franchise ordinance are unreasonable, arbitrary or void.

SECTION VI: The purchase of any franchise created hereby shall have the right to remove such portion of any pavement to make such excavation in the public ways of the City as may be deemed necessary to provide the service to customers, subject to approval of the City Road Department and restoration of said public ways to their previous condition.

SECTION VII: The franchise created hereby shall not be transferred, assigned, nor delegated without the written consent of the City, which consent shall not be unreasonably withheld.

SECTION VIII: It shall be the duty of the Mayor as soon as practical after the passage of this Ordinance to advertise for bids for fourteen (14) days pursuant to KRS Chapter 45A the franchise and privileges as set forth herein, and said franchise shall be awarded to highest and best bidder at the next City Council meeting following the bid deadline, and enter into such further advances, agreements or orders necessary or advisable. The City has the right to reject any/all bids.

SECTION IX: In the event that no bids are received for the franchise hereunder, any person or corporation engaged in operating a natural gas transmission and distribution system within the corporate limits of the City which does not hold a valid current franchise from the City to operate within the corporate limits shall have imposed upon it the terms, conditions, and payment of franchise fees set forth by further action for the privilege of using the public ways.

SECTION X: Any utility, agency, or other entity providing services herein contemplated which is owned and operated by the City or a subordinate agency thereof is excluded from the terms and provisions hereof.

SECTION XI: All Ordinances or parts of Ordinances in conflict herewith are repealed. This Ordinance shall be published according to law.

FIRST READING: August 10, 2026

SECOND READING AND ENACTMENT: September 14, 2026
~~August 14, 2026~~

APPROVED:


KENNY CAPRON, Mayor

ATTEST:


City Clerk

PUBLISHED: 14 day of September, 2026

"There shall be a 20 foot easement around the perimeter of this parcel for utility and access purposes."

FREEDOM MORTGAGE CORPORATION, Plaintiff, vs. UNKNOWN DEFENDANTS who are the Heirs, Devisees, or Legatees of DANIEL W. TAYLOR and their Spouses and any Unknown Person who may have an interest in the Property which is the subject of this action; Unknown Defendant, Spouse of Daniel W. Taylor, Defendants, Wayne Circuit Court Case Number 25-CI-00358; interest rate on balance of purchase price if not paid in full on sale date is 4.3750% per annum.

Address: 30 Jenkins Street, Monticello KY 42633; Parcel No: M8-16-016.00, per the Wayne County PVA records (see Deed Book 153, Page 301, in the Wayne County Clerk's Office).

JOHN PAUL JONES II
MASTER COMMISSIONER
WAYNE CIRCUIT COURT

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