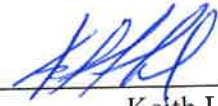


**HARDIN COUNTY FISCAL COURT  
RESOLUTION NO. 2023-129**

**BE IT RESOLVED**, upon recommendation of Judge/Executive Keith L. Taul, to approve the contract with Irvington Gas Company for propane bulk system located at 6300 Valley Creek Road, Elizabethtown, KY 42701.

**BE IT FURTHER RESOLVED**, to authorize the Judge/Executive to execute the necessary documents.

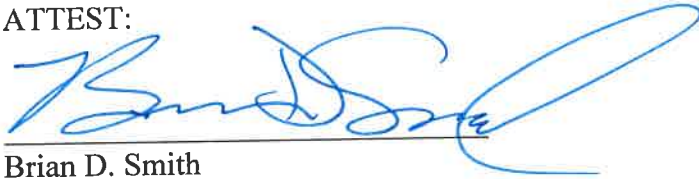
**ADOPTED**, by the Hardin County Fiscal Court in its regular meeting of 27 June 2023



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Keith L. Taul  
Hardin County Judge/Executive

ATTEST:



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Brian D. Smith  
Hardin County Clerk



## PROPANE BULK SYSTEM LEASE AGREEMENT

This agreement, made 5/24/2023, by and between **IRVINGTON GAS COMPANY**, hereinafter called the company and HARDIN COUNTY 911 CELL SITE of, 6300 VALLEY CREEK RD, ELIZABETHTOWN, KY 42701 hereinafter called the customer.

WITNESSETH: In consideration of the payment to the Company of the sum of \$100 by the Consumer, for the lease and installation of one 500 gallon lease tanks Serial 129023 at the above installation address, the Company agrees:

1. To install above mentioned tank and system and to maintain said tank and system in good working order.
2. To furnish propane gas to said system at the Company's established scheduled price then in effect.
3. To serve in every way the best interests of the Consumer to the end that the greatest possible satisfaction may result from the use of this system.

### **THE CONSUMER AGREES:**

1. To purchase from the Company his entire requirements of liquified petroleum gases.
2. To pay for such fuel according to terms established by the Company and at the then current Company price schedule.
3. To purchase and deliver a minimum of 500 gallons of Liquefied petroleum gas during each calendar year. For small volume users who do not meet this requirement, the Company may offer an annual system rental program.
4. To Exercise due care in the protection and preservation of said system while in his use and further agrees to permit no adjustments, connections, or disconnections of any kind, except by authorize representatives of the Company.
5. The title to bulk tank and installation shall remain in Company and to grant the Company the free right of ingress and egress to the premises for all purposes reasonable necessary in the rendering of propane gas service and grants to the Company the free right to store propane equipment and piping on these premises.
6. That the Company's ability to perform hereunder is subject to strikes, floods, fires, accidents, delays, embargoes, contingencies of transportation or other causes beyond the Company's control.
7. To save Company harmless from all loss, damage or injury to persons or property arising by reason of the use of the gas or failure or interruption of service.
8. Company shall have the right at any time to terminate this agreement for breach of any of its terms or conditions. Subscriber may terminate at any time by giving thirty (30) days written notice.
9. This agreement when accepted supersedes and cancels all prior agreements for propane gas service relative to this equipment.
10. That this agreement cannot be assigned by the Consumer without the written consent of the Company. Both parties agree that Company may assign this agreement to anyone without notice to, or consent of, Consumer.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto this 5/24/2023, WITNESSES:

CONSUMER:

BY:

IRVINGTON GAS COMPANY, INC. --- COMPANY