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September 22, 2015

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RECEIVED

SEP 22 2015

PUBLIC SERVICE  
COMMISSION

Mr. Jeff Derouen  
Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, Kentucky 40602

RE: Application of Owen Electric Cooperative, Inc. ("Owen Electric") for a Certificate of Public Convenience and Necessity Authorizing Owen Electric to Bid on a Franchise Established by the City of Independence

PSC-Case No. 2015- 00322

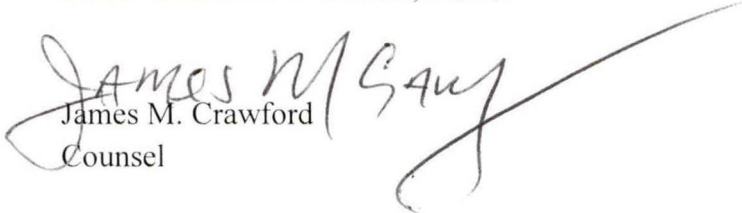
Dear Mr. Derouen:

Please find enclosed for filing with the Commission an original and ten copies of an Application for a Certificate of Public Convenience and Necessity ("CPCN") to enable Owen Electric Cooperative, Inc. ("Owen Electric") to apply for an electric franchise with the City of Independence ("City") pursuant to KRS 278.020(4). In a public meeting held on September 14, 2015 the City of Independence, Kentucky passed Ordinance No. 2015-O-19, which directed the advertising for bids and selling of an electric franchise in the City. Owen Electric respectfully requests that the Commission enter an Order granting a CPCN to bid for and acquire an electric franchise from the City on or before September 28, 2015.

If you have any questions, please contact me.

Respectfully yours,

CRAWFORD & BAXTER, P.S.C.

  
James M. Crawford  
Counsel

Enclosures

**BEFORE THE  
KENTUCKY PUBLIC SERVICE COMMISSION**

**RECEIVED**

SEP 22 2015

PUBLIC SERVICE  
COMMISSION

**In the Matter of:**

**APPLICATION OF OWEN ELECTRIC COOPERATIVE, )  
INC. (“OWEN ELECTRIC”) FOR A CERTIFICATE OF )  
PUBLIC CONVENIENCE AND NECESSITY ) CASE NO. 2015-00322  
AUTHORIZING OWEN TO BID ON A FRANCHISE )  
ESTABLISHED BY THE CITY OF INDEPENDENCE, )  
KENTUCKY )**

**APPLICATION**

Comes now the Applicant, Owen Electric Cooperative, Inc. (“Owen Electric” or “Applicant”) by and through counsel, pursuant to KRS 278.020(4) and 807 KAR 5:001, Sections 14, 15(1), and related sections, and for its Application requesting that the Public Service Commission (“Commission”) enter an Order on or before September 28, 2015 granting a Certificate of Public Convenience and Necessity (“CPCN”) to bid for and acquire a franchise from the City of Independence (“City”), respectfully states as follows:

Pursuant to 807 KAR 5:001, Section 14(1), Applicant’s mailing address is Owen Electric Cooperative, Inc., P.O. Box 400, 8205 Highway 127 North, Owenton, Kentucky 40359. The electronic mailing address of Applicant is [psc@owenelectric.com](mailto:psc@owenelectric.com).

Owen Electric states that it incorporated in the Commonwealth of Kentucky, on June 8, 1937, and attests that it is in good standing with the Commonwealth of Kentucky.

Pursuant to 807 KAR 5:001, Section 15(1)(a)2, the name of the governmental agency offering the franchise is the City of Independence, Kentucky.

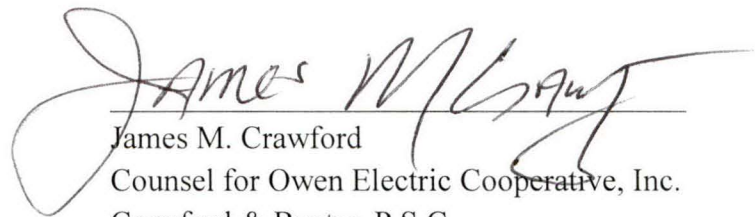
Pursuant to 807 KAR 5:001, Section 15(1)(a)3, the type of franchise offered by the City is outlined in Ordinance No. 2015-O-19 and in its Legal Notice, provided as Exhibit 1 to this Application.

Pursuant to 807 KAR 5:001, Section 15(1)(a)4, there is and will continue to be a demand and need for electric service in the areas of the City subject to the franchise, and Owen Electric desires to obtain a franchise in accordance with the bidding protocol established by the City.

Pursuant to 807 KAR 5:001, Section 15(1)(b), if Owen Electric is successful in acquiring said franchise, it shall file a copy thereof with the Commission using the electronic tariff filing system.

WHEREFORE, Owen Electric Cooperative, Inc. respectfully requests that the Commission enter an Order on or before September 28, 2015 granting a Certificate of Public Convenience and Necessity ("CPCN") to bid for and acquire an electric franchise from the City of Independence.

Dated at Owenton, Kentucky, this 22<sup>th</sup> day of September, 2015.

A handwritten signature in black ink, appearing to read "James M. Crawford", is written over a horizontal line. The signature is fluid and cursive.

James M. Crawford  
Counsel for Owen Electric Cooperative, Inc.  
Crawford & Baxter, P.S.C.  
P.O. Box 353  
Carrollton, Kentucky 41008  
Phone: (502) 732-6688  
Fax: (502) 732-8303  
E-mail: CBJ523@aol.com



City of Independence, Ky.  
**ORDINANCE NO. 2015-O-19**

**AN ORDINANCE CREATING AND ESTABLISHING FOR BID A NON-EXCLUSIVE ELECTRIC FRANCHISE FOR THE PLACEMENT OF FACILITIES FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF ELECTRICAL ENERGY WITHIN THE PUBLIC RIGHT-OF-WAY OF THE CITY OF INDEPENDENCE FOR A TEN (10) YEAR DURATION, RESERVING THE RIGHT TO IMPOSE A FRANCHISE FEE IN OF THE SUM OF UP TO FIVE PERCENT (5%) OF FRANCHISEE'S GROSS RECEIPTS PER YEAR FROM THE FRANCHISEE'S SALE OF ELECTRICITY TO ELECTRIC-CONSUMING ENTITIES INSIDE THE CITY OF INDEPENDENCE'S CORPORATE LIMITS AND FURTHER PROVIDING FOR COMPLIANCE WITH RELEVANT LAWS, REGULATIONS AND STANDARDS; INDEMNIFICATION; INSURANCE; CANCELLATION OR TERMINATION; AND BID REQUIREMENTS; ALL EFFECTIVE ON DATE OF PASSAGE.**

WHEREAS, the Constitution of the Commonwealth of Kentucky, Sections 163 and 164, and Chapter 96 of the Kentucky Revised Statutes, authorize municipal corporations to require public utilities, including providers of electricity within their boundaries, to operate under franchise agreements and to grant utilities the right to use public right-of-way on such terms and conditions as are deemed reasonable and necessary; and further KRS 82.082 authorizes the City to exercise any and all powers within its boundaries that are not in conflict with the Kentucky Constitution or state statutes; and

WHEREAS, the City Council of the City of Independence, Kentucky, has found and determined that the construction, operation, maintenance and utilization of an electric franchise over, across or under public right-of-way in the City of Independence, benefits said utility and the customers it serves and the City Council has further found and determined that the construction, installation, removal, maintenance and/or repair of utility-owned facilities and other infrastructures does periodic and unavoidable disturbance that gradually results in the degradation of the City's streets and sidewalks, for which the City is entitled to reasonable



compensation in order to offset and recover the costs of reconstructing, removing, repairing or resurfacing damaged public right-of-way; and,

**WHEREAS**, in order to protect the health, safety and welfare of the citizens of Independence, Kentucky, to protect and preserve the City's public right-of-way and infrastructure and to provide for the orderly administration of the franchise contemplated herein, it is necessary and appropriate to require the successful franchisee to conduct its business and operations in a lawful manner in compliance with the terms and conditions set forth hereinbelow.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE:**

SECTION 1

(a) There is hereby created a non-exclusive franchise to enter upon, lay, acquire, construct, operate, maintain, install, use, and repair, in the Right-Of-Way of the City, a system or works for the generation, transmission, and distribution of electrical energy within and without the corporate boundaries of the City as it now exists or may hereafter be constructed or extended, subject to the provisions of this Ordinance. Such system may include pipes, wire, manholes, ducts, structures, stations, towers, amplifiers, poles, overhead conductors and devices, underground conductors and devices, transformers, and any other apparatus, equipment and facilities (collectively, "Equipment") necessary, essential, and/or used or useful to the distribution and sale of electric service through the City or to any other town or any portion of the county or to any other jurisdiction ("Services"). Additionally, the Company shall have the right to use the streets with its service and maintenance vehicles in furtherance of this Franchise. Prior to beginning the construction or installation of any new equipment under this Franchise, the Company shall obtain any necessary governmental permits for such construction or installation, copies of which it shall provide to the City. Work performed by the Company under this Franchise shall be performed in a workmanlike manner and in such a way as not to unnecessarily

interfere with the public's use of City streets. Whenever the surface of any City street is opened, it must be restored at the expense of the Company within a reasonable time to a condition comparable to what it was prior to the opening thereof. By way of example, brick pavers must be restored with brick pavers and stamped concrete must be restored with stamped concrete. However, in the event a street is opened at the request of the City for a reason other than providing adequate, efficient and reasonable service, then the City shall bear the expense of opening and restoring the street.

(b) Subject to the Company's requirement to provide adequate, efficient and reasonable service, the Company will replace segments of existing overhead facilities within the Right-Of-Way with underground facilities at the request of and cost to the City in accordance with its general underground practices and procedures and rules established by the Kentucky Public Service Commission, if such installation is feasible. Subject to such practices and procedures and rules, repairs or replacements of existing facilities or construction of new facilities within areas where existing facilities have been placed underground at the request of the City also shall be placed underground; provided, however, the City pays incremental costs associated with placing new facilities in such areas underground, if any.

## SECTION 2

The following definitions apply to this Ordinance:

*City Council* means the legislative body of the City of Independence.

*Company* means the Party or Person that shall become the purchaser of said franchise, or any successor or assignee of such Party or Person.

*Facility* includes all property, means, and instrumentalities owned, operated, leased, licensed, used, furnished, or supplied for, by, or in connection with the business of the utility in the Right-Of-Way.

*Government or City* means the City of Independence.

*Gross Receipts* means those amounts of money which the Company receives from its customers within the City's geographical limits or boundaries for the retail sale of electricity under rates, temporary or permanent, authorized by the Public Service Commission and represent amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments. Revenues do not include miscellaneous service charges, including but not limited to turn-ons, meter sets, insufficient funds, late fees and interest, which are related to but are not a part of the actual retail sale of electricity.

*Party or Person* means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a Utility, a successor or assign of any of the foregoing, or any other legal entity.

*Public Utility or Utility* means a Party or Person that is defined in KRS Chapter 278.010 as a utility and (i) is subject to the jurisdiction of the Kentucky Public Service Commission or the Federal Energy Regulatory Commission, or (ii) is required to obtain a franchise from the Government to use and occupy the Right-Of-Way pursuant to Sections 163 and 164 of the Kentucky Constitution.

*Right-Of-Way* means the surface of and the space above and below a public roadway, highway, street, freeway, lane, path, sidewalk, alley, court, boulevard, avenue, parkway, cartway, bicycle lane or path, public sidewalk, or easement held by the Government for the purpose of public travel and shall include Rights-Of-Way as shall be now held or hereafter held by the Government.



### SECTION 3

The Franchise created herein shall be non-exclusive and shall continue for a period of ten (10) years from and after the effective date of this Ordinance, as set forth in Section 5. The Company may, at its option, terminate this Franchise upon one hundred eighty (180) days' written notice if (a) the City breaches any of its obligations hereunder and such breach is not cured within ninety (90) days of the Company's notice to the City of such breach; (b) the Company is not permitted to pass through to affected customers all fees payable by it under Section 9 herein; or (c) the City creates or amends any ordinance or regulation which, in the Company's sole discretion, would have the effect of (i) substantially altering, amending or adding to the terms of this Ordinance, (ii) substantially impairing the Company's ability to perform its obligations under the Franchise in an efficient, unencumbered and profitable way; or (iii) preventing the Company from complying with applicable statutes or regulations, rules or orders issued by the Kentucky Public Service Commission. Without diminishing the Company's rights under this Section 3, the City agrees that to the extent it desires to pass or amend an ordinance or regulation which could have the effect of substantially (i) altering, amending, or adding to the terms of this Ordinance; (ii) impairing the Company's ability to perform its obligations under this Franchise in an efficient, unencumbered and profitable way; or (iii) preventing the Company from complying with applicable statutes or regulations, rules or orders issued by the Kentucky Public Service Commission, that it will first discuss such proposed ordinance or regulation with the Company and the parties shall negotiate in good faith regarding the same.

### SECTION 4

The Company is authorized to operate throughout all the territory within the corporate limits of the City for which it is authorized under state or federal law.

#### SECTION 5

This Ordinance shall become effective on the date of its passage and publication as required by law. The Franchise created by this Ordinance shall take effect no earlier than thirty (30) days after the City Council accepts the bid(s).

#### SECTION 6

Subject to Section 3 hereof, the Company will comply with all applicable provisions of lawful City ordinances and regulations (including any amendments thereto), unless such provisions (i) conflict with or impair the Company's ability to comply with any rule, regulation or order issued by the Kentucky Public Service Commission related to the Company's rates or services, or otherwise (ii) are preempted by the action of any state or federal authority with jurisdiction over the Company.

The Company shall not be excused from complying with any of the terms and conditions of this Ordinance by any failure of the Government, upon any one or more occasions, to insist upon the Company's performance or to seek the Company's compliance with anyone or more of such terms or conditions.

#### SECTION 7

Rights Reserved by City. Subject to the above provisions, the Franchise created by this Ordinance is expressly subject to the right of the City: (i) to repeal the same for misuse, nonuse, or the Company's failure to comply with applicable local, state or federal laws; (ii) to impose such other regulations as may be determined by the City to be conducive to the safety, welfare and morals of the public; and/or (iii) to control and regulate the use of its Right-Of-Way as permitted by law.

## SECTION 8

As consideration for the granting of the Franchise created by this Ordinance, the Company agrees it shall defend, indemnify, and hold harmless the Government from and against claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses asserted against the Government that the Company's use of the Right-Of-Way or the presence or operation of the Company's equipment on or along said Right-Of-Way has caused damage to tangible property or bodily injury, if and to the extent such damage or injury is not caused by the Government's negligence, gross negligence or willful conduct. The Government shall notify the Company in writing within a reasonable time of receiving notice of any issue it determines may require indemnification

## SECTION 9

Franchise Fees. For the privilege of utilizing said public streets and rights of ways, the Company, its successors and assigns, shall be required to pay to the Government monthly payment of three (3) percent of gross receipts per month from the Company's sale of electricity (which includes businesses, industrial facilities and dwellings) inside the City's corporate limits. The City reserves the right to increase the franchise fee at any time upon prior ninety (90) days written notice to the Company. Should the City exercise said right to increase the franchise fee, the City shall receive a monthly payment of up to five (5) percent of gross receipts per month from the Company's sale of electricity (which includes businesses, industrial facilities and dwellings) inside the City's corporate limits beginning with the first billing cycle on or after the later of ninety (90) days after the date of the written notice or the effective date of the franchise fee specified in the City's notice; *provided, however*, the City shall notify the Company, at least thirty (30) days prior to the effective date, of any annexations or other changes in the City's boundaries and provide the Company a list, in electronic format, of all addresses within the



territory annexed or added to or de-annexed or otherwise removed from the Government's limits that are to be served by the Company.

No acceptance of any franchise fee payment by the Government shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount nor shall acceptance be deemed a release to any claim the Government may have for future or additional sums pursuant to this Franchise. Any additional amount due to the Government shall be paid within ten (10) days following written notice to the Company by the Government.

Any other fees assessed to the Company in connection with the Company's use of the City's public ways, including fees associated with permits and licenses of whatever nature, shall be payable by the Company only if and to the extent the Company is authorized by the Kentucky Public Service Commission (or its successor) to pass through such fees to the entities served by it inside the City's corporate limits.

To the extent the Company actually incurs other reasonable incremental costs in connection with its compliance with the Government's ordinances, the Government agrees that the Company may recover such amounts from its customers pursuant to the terms of a tariff filed with and approved by the Kentucky Public Service Commission, if otherwise permitted by law.

#### SECTION 10

The Company shall maintain in force through the term of the Franchise insurance coverage for general liability insurance, auto liability and workers compensation, in accordance with all applicable laws and regulations. The Company shall maintain a general liability and auto liability coverage minimum limit of \$2,000,000 per occurrence. The Company may elect to self-insure all or part of this requirement.

## SECTION 11

The Company agrees to charge such rate or rates as may from time to time be fixed by the Public Service Commission of Kentucky or any successor regulatory body.

## SECTION 12

(a) In addition to all other rights and powers pertaining to the Government by virtue of the Franchise created by this Ordinance or otherwise, the Government, by and through its City Council, reserves the right to terminate and cancel this Franchise and all rights and privileges of the Company hereunder in the event that the Company:

(1) Willfully violates any material provision of this Franchise or any material rule, order, or determination of the Government made pursuant to this Franchise, except where such violation is without fault or through excusable neglect;

(2) Willfully attempts to evade any material provision of this Franchise or practices any fraud or deceit upon the Government;

(3) Knowingly makes a material misrepresentation of any fact in the application, proposal for renewal, or negotiation of this Franchise; or

(4) Is no longer able to provide regular and customary uninterrupted service to its customers in the franchise area.

(b) Prior to attempting to terminate or cancel this Franchise pursuant to this section, the City's Mayor or his or her designee, or the City Council shall make a written demand that the Company do or comply with any such provision, rule, order or determination. If the violation, found in Section 12(a), by the Company continues for a period of thirty (30) days following such written demand without written proof that corrective action has been taken or is being actively and expeditiously pursued, the Government may place its request for termination

of this Franchise as early as the next regular City Council meeting agenda. The Government shall cause to be served upon Company, at least ten (10) days prior to the date of such City Council meeting, a written notice of intent to request such termination and the time and place of the meeting, legal notice of which shall be published in accordance with any applicable laws.

(c) Any violation by the Company or its successor of the material provisions of this Franchise, or the failure promptly to perform any of the provisions thereof, shall be cause for the forfeiture of this Franchise and all rights hereunder if, after written notice to the Company and a reasonable opportunity to cure, such violations, failure or default continue as set forth in Section 12(a).

### SECTION 13

Right to Cancel. The City Council shall have the right to cancel the Franchise created by this Ordinance thirty (30) days after the appointment of a receiver or trustee to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said thirty (30) days, unless:

1. Within thirty (30) days after his election of appointment, such receiver or trustee shall have fully complied with all the provisions of this Ordinance and remedied, or has diligently commenced remediation of, all defaults thereunder; and,
2. Such receiver or trustee, within said thirty (30) days shall have executed an agreement, duly approved by the court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Ordinance and the Franchise granted to the Company.



#### SECTION 14

In the event of a change of Kentucky law whereby the retail rates of electric customers are no longer regulated by the Public Service Commission, the Government shall have the option of terminating this Franchise with the Company. If this Franchise is terminated by the Government pursuant to this provision, the Government and the Company shall have a duty to negotiate in good faith with respect to offering a mutually acceptable franchise to the Company.

#### SECTION 15

The Company shall have the authority to trim trees that are located within or overhang the Right-Of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other Facilities of the Company. Any trimming, removal or other disturbance of trees shall conform all lawful ordinances, requirements and directives of the Government, and the Company shall make available upon reasonable request of the Government, information regarding its tree-trimming practices. In the event that the Company fails to timely and sufficiently respond to a legitimate and reasonable complaint regarding its failure to trim such trees, and such complaint is made known to the Government, the Government shall contact the Company with respect to such matter and attempt to reach a satisfactory result. Notwithstanding the foregoing, this provision in no way limits any existing or future lawful rights that the Government may have with respect to such trees.

#### SECTION 16

This Ordinance and any Franchise awarded pursuant to it shall be governed by the laws of the Commonwealth of Kentucky, both as to interpretation and performance. The venue for any litigation related to this Ordinance and any Franchise awarded pursuant to it shall be in a court of competent jurisdiction in Kenton County, Kentucky.

#### SECTION 17

This Ordinance and any Franchise awarded pursuant to it does not create a contractual relationship with or right of action in favor of a third party against either the Government or the Company.

#### SECTION 18

If any section, sentence, clause or phrase of this Ordinance is held unconstitutional or otherwise invalid, such infirmity shall not affect the validity of the remaining Ordinance.

#### SECTION 19

It shall be the duty of the City's Mayor, or his or her designee, to offer for sale at public auction the Franchise and privileges created hereunder. Said Franchise and privileges shall be sold to the highest and best bidder or bidders at a time and place fixed by the City's Mayor after he or she has given due notice thereof by publication or advertisement as required by law. In awarding the franchise, the City shall consider the technical, managerial, and financial qualifications of the bidder to perform its obligations under the franchise. However, the mayor shall not act inconsistently with the Certified Territories Act, KRS 278.016, *et seq.*

#### SECTION 20

Bids and proposals for the purchase and acquisition of the franchise and privileges hereby created shall be in writing and shall be delivered to the City's Mayor, or his/her designee, upon the date(s) and at the times(s) fixed by him or her in said publication(s) or advertisement(s) for receiving same. Thereafter, the City's Mayor shall report and submit to the City Council, at the time of its next regular meeting or as soon as practicable thereafter, said bids and proposals for its approval. The City Council reserves the right, for and on behalf of the Government, to reject any and all bids for said franchise and privileges; and, in case the bids reported by the City's Mayor shall be rejected by the Council, it may direct, by resolution or ordinance, said franchise

and privileges to be again offered for sale, from time to time, until a satisfactory bid therefore shall be received and approved.

Bids offered for purchase of this Franchise shall state the bidder's acceptance of the conditions set forth in this Ordinance and shall be accompanied by a nonrefundable application fee in the amount of three thousand dollars (\$3,000) payable to the City Council to defray the City's costs of advertising and other administrative expenses incurred.

In addition, any bid submitted by a corporation or person not already owning within the territorial limits of the City a plant, equipment, and/or Facilities sufficient to render the service required by this Ordinance must be accompanied by cash or a certified check drawn on a bank of the Commonwealth of Kentucky, or a national bank, equal to five percent (5%) of the fair estimated cost of the system required to render the service, which check or cash shall be forfeited to the Government in case the bid should be accepted and the bidder should fail, for thirty (30) days after the confirmation of the sale, to pay the price and to give a good and sufficient bond in a sum equal to one-fourth (1/4) of the fair estimated cost of the system to be erected, conditioned that it shall be enforceable in case the purchaser should fail, within sixty (60) days, to establish and begin rendering the service in the manner set forth in this Ordinance. Such deposit need not be made by a corporation or person already owning within the territorial limits of the City a plant, equipment, and/or Facilities sufficient to render the service required by this Ordinance.

#### SECTION 21

The Franchise shall not be assignable without the written consent of the City; however, Franchisee may assign the Franchise to any affiliate, parent, or subsidiary entity which may, during the Term of the Franchise, assume the obligation to provide electricity throughout and for consumption within or outside the City without being required to seek the City's consent to such assignment. If the Company experiences a foreclosure or other judicial sale of all or a



substantial part of the Company's Facilities located within the City of Independence, the Company shall provide the Government at least thirty (30) days advance written notice of such foreclosure or sale.

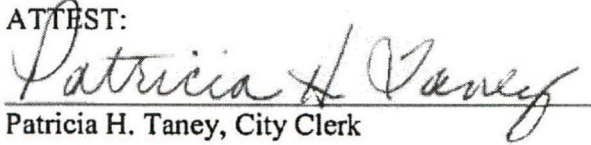
SECTION 22

This Ordinance shall be in full force and effect from and after its reading, adoption and publication.

APPROVED: 

Christopher J. Reinersman, Mayor

ATTEST:

  
Patricia H. Taney, City Clerk

1<sup>st</sup> Reading: August 24, 2015

2<sup>nd</sup> Reading & Adoption: September 4, 2015

Ayes: 6

Nays: 0

Publication: \_\_\_\_\_

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Levitra 20mg	30	\$109.99	Plavix 75mg	90	\$ 26.99
Spiriva 18mcg	90	\$169.99	Premarin 0.625mg	84	\$ 75.99
Celebrex 200mg	90	\$104.99	Pristiq 50mg	100	\$134.99
Advair 250/500mcg	180	\$184.99	Janumet 50/1000mg	84	\$184.99
Zetia 10mg	360	\$194.99	Protonix 40mg	84	\$ 29.99
Crestor 20mg	100	\$154.99	Aciphex 20mg	100	\$ 69.99
Combivent 18/103mcg	600	\$119.99	Evista 60mg	100	\$134.99
Symbicort 160/4 Sug	360	\$194.99	Flovent 110mcg	360	\$114.99
Cymbalta 60mg	100	\$174.99	Niaspan 500mg	84	\$ 84.99
Namenda 10mg	84	\$ 77.99	Boniva 150mg	3	\$ 49.99
Nexium 40mg	90	\$109.99	Xifaxan 200mg	100	\$139.99
Diovan 160mg	100	\$ 72.99	Multaq 400mg	180	\$574.99
Aggrenox 200/25mg	200	\$121.99	Flomax 0.4mg	90	\$ 49.99
Entocort 3mg	100	\$109.99	Ranaxex ER 1000mg	100	\$114.99
Propecia 1mg	100	\$ 69.99	Bystolic 5mg	84	\$ 94.99
Januvia 100mg	90	\$209.99	Banicar 40mg	90	\$114.99
Quinine 300mg	100	\$ 74.99	Lipitor 20mg	84	\$ 28.99
Ventolin 90mcg	600	\$ 59.99	Actos 30mg	90	\$ 33.99
Pentasa 500mg	100	\$109.99	Vytorin 10/40mg	90	\$134.99
Avodart 0.5mg	90	\$ 99.99	Aricept 10mg	84	\$ 30.99
Pradaxa 150mg	180	\$459.99	Eflexor XR 150mg	28	\$ 44.99
Vagifem 10mcg	24	\$ 94.99	Vesicare 5mg	90	\$109.99
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WE SHIP TO MA, MD, PA, RI, VA, DC & FLA. (9/21/15)

**NOTICE OF SALE OF NATURAL GAS FRANCHISE**  
NOTICE IS HEREBY GIVEN that the City of Independence, Kentucky, will on October 5, 2015, at 7:00 p.m. at City Hall, 5409 Madison Pike, Independence, Kentucky, consider offers for sale to the highest and best bidder, plus all costs, including advertising cost, a franchise as defined in Ordinance 2015-O-18, adopted by the City Council on September 14, 2015, the full text of which Ordinance is available for inspection in the Office of the City Clerk, City Hall, 5409 Madison Pike, Independence, Kentucky, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

**CITY OF INDEPENDENCE, KY.  
ORDINANCE NO. 2015-O-18**

AN ORDINANCE CREATING AND ESTABLISHING FOR BID A NON-EXCLUSIVE NATURAL GAS FRANCHISE FOR THE PLACEMENT OF FACILITIES FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF NATURAL GAS WITHIN THE PUBLIC RIGHT-OF-WAY OF THE CITY OF INDEPENDENCE FOR A TEN (10) YEAR DURATION, RESERVING THE RIGHT TO IMPOSE A FRANCHISE FEE IN THE SUM OF UP TO FIVE PERCENT (5%) OF FRANCHISEE'S GROSS RECEIPTS PER YEAR FROM THE FRANCHISEE'S SALE OF NATURAL GAS TO GAS-CONSUMING ENTITIES INSIDE THE CITY OF INDEPENDENCE, CORPORATE LIMITS AND FURTHER PROVIDING FOR COMPLIANCE WITH RELEVANT LAWS, REGULATIONS AND STANDARDS; INDEMNIFICATION; INSURANCE; CANCELLATION OR TERMINATION, AND BID REQUIREMENTS. ALL EFFECTIVE ON DATE OF PASSAGE.

Sealed bids are to be delivered to Patricia H. Toney, City Clerk, City Hall, 5409 Madison Pike, Independence, Kentucky 41051 to be publicly opened and read at 10:00 a.m., on September 30, 2015.

The City of Independence reserves the right to accept any bid, to reject any and all bids, to waive any irregularities or informalities in awarding the franchise, and to accept what, in its opinion, is the lowest, responsive, responsible and best bid which is in the best interest of and most advantageous to the City. 1860354

**LEGAL NOTICE**

Sealed bids will be received at the Columbia Township Administration Building, 5686 Kenwood Road, Cincinnati, Ohio 45227 until 11:00 a.m. local time on October 8, 2015 for all labor, materials, and equipment necessary to complete the project known as **BLANEY AVENUE & EDITH AVENUE IMPROVEMENTS** and at said time and place, publicly opened and read aloud.

Copies of the Plans, Specifications and Contract Documents may be obtained at the Columbia Township Administration Building, 5686 Kenwood Road, Cincinnati, Ohio 45227 for a non-refundable deposit of \$25.00 for each set of documents.

Each bidder is required to furnish with its proposal a Bid Guaranty and Contract Bond in accordance with Section 153.54 through 153.571 of the Ohio Revised Code. Bid security, furnished in Bond form, shall be issued by a surety company or corporation licensed in the State of Ohio in the full amount of one hundred percent (100%) of the bid amount. A 100% satisfactory performance and payment bond shall be required of the successful bidder.

Each bid must be submitted in a sealed envelope plainly marked on the outside with the name of the bidder, his address, and the name of the project for which the bid is submitted. Each bid must contain the full name of the party or parties submitting the same and all persons interested therein.

All bidders must comply with the prevailing wage rates on Public Improvements in Hamilton County and Columbia Township as ascertained and determined by the Administrator of the Ohio Bureau of Employment Services (OBES) as provided in Section 4115.05 through 4115.034 of the Revised Code of the State of Ohio.

Columbia Township reserves the right to waive irregularities and to reject any or all bids or to accept or reject any part thereof. 1860315

**NOTICE OF SALE OF ELECTRIC FRANCHISE**  
NOTICE IS HEREBY GIVEN that the City of Independence, Kentucky, will on October 5, 2015, at 7 p.m. at City Hall, 5409 Madison Pike, Independence, Kentucky, consider offers for sale to the highest and best bidder, plus all costs, including advertising cost, a franchise as defined in Ordinance 2015-O-19, adopted by the City Council on September 14, 2015, the full text of which Ordinance is available for inspection in the Office of the City Clerk, City Hall, 5409 Madison Pike, Independence, Kentucky, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

**CITY OF INDEPENDENCE, KY.  
ORDINANCE NO. 2015-O-19**

AN ORDINANCE CREATING AND ESTABLISHING FOR BID A NON-EXCLUSIVE ELECTRIC FRANCHISE FOR THE PLACEMENT OF FACILITIES FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF ELECTRICAL ENERGY WITHIN THE PUBLIC RIGHT-OF-WAY OF THE CITY OF INDEPENDENCE FOR A TEN (10) YEAR DURATION, RESERVING THE RIGHT TO IMPOSE A FRANCHISE FEE IN THE SUM OF UP TO FIVE PERCENT (5%) OF FRANCHISEE'S GROSS RECEIPTS PER YEAR FROM THE FRANCHISEE'S SALE OF ELECTRICITY TO ELECTRIC-CONSUMING ENTITIES INSIDE THE CITY OF INDEPENDENCE, CORPORATE LIMITS AND FURTHER PROVIDING FOR COMPLIANCE WITH RELEVANT LAWS, REGULATIONS AND STANDARDS; INDEMNIFICATION; INSURANCE; CANCELLATION OR TERMINATION, AND BID REQUIREMENTS. ALL EFFECTIVE ON DATE OF PASSAGE.

Sealed bids are to be delivered to Patricia H. Toney, City Clerk, City Hall, 5409 Madison Pike, Independence, Kentucky 41051 to be publicly opened and read at 10 a.m., on September 30, 2015.

The City of Independence reserves the right to accept any bid, to reject any and all bids, to waive any irregularities or informalities in awarding the franchise, and to accept what, in its opinion, is the lowest, responsive, responsible and best bid which is in the best interest of, and most advantageous to, the City. 1860457

**Service Directory**

CLASS VISIT:  
400-499 Cincinnati.com/classifieds  
TO PLACE YOUR AD

**430 concrete/concrete work**

**HOLMES BLACKTOP & CONCRETE**  
Driveways, Patios, Steps, Driveway Solutions, Residential. Free Est. 513-451-3100.

**466 moving**

**MRS MOVERS**  
Free Est. Local Long distance No job too small. 30th St 513-377-7294

**456 hauling/trash removal**

**BOB'S Hauling** Property clean up, appliances & brush removal, basements, attics, garages. 513-707-5052

**478 roofing**

**THIS OUT!**  
Whole House as low as \$2000. Shingles, Rubber & Repairs. 100% Satisfaction. Free Estimate. 513-815-8247

**492 tree services**

**THE STUMP GUY** We grind stumps. We do all phases of tree work. Free quote. 513-227-7281

**463 landscaping/lawn services**

**KEVIN'S Tree Service**  
All phases of tree work. Full service! 20% Discount 513-874-1950

**ALL CLEAN UP Trees, Mulching, Paint, Pressure Wash 513-963-0841**

**To advertise your auto in the Classifieds, call 421-6300**

**75 legal advertising**

**PUBLIC NOTICE**

Notice is hereby given that on Tuesday, September 22, 2015 a meeting of the Board of Directors of Riverside Academy will begin at 3:00 p.m. and a meeting of the Board of Directors of Life Skills Center of Cincinnati will begin at approximately 4:00 p.m. These meetings will be held at Riverside Academy, 3280 River Road, Cincinnati, Ohio 45204. The purpose of these meetings will be to consider various administrative matters and such other general business that may properly come before the Board of Directors. 1001859781

**NOTICE TO BIDDERS**  
STATE OF OHIO  
DEPARTMENT OF TRANSPORTATION  
Columbus, Ohio  
Division of Construction Management  
Legal Copy Number: 150555

Sealed proposals will be accepted from pre-qualified bidders at the ODOT Office of Contracts until 10:00 a.m. on October 22, 2015. Project 150555 is located in Hamilton County IR 71-775-0-0010-22 and is a BRIDGE REPAIR project. The date set for completion of this work shall be as set forth in the bidding proposal. Plans and Specifications are on file in the Department of Transportation. 1001859977

Vacancy Prep Unit Turnover (Make Ready) - Solicitation 2015-1081 Cincinnati Metropolitan Housing Authority (CMHA) is soliciting Requests for Proposals (RFP) for Vacancy Prep Unit Turnover (Make Ready) services and will receive proposals until October 14, 2015 no later than 10:00 A.M. (Local Time) at 1627 Western Avenue, Cincinnati, OH 45214. The RFP and related documents may be obtained by visiting our website at <http://www.ccmha.com/business-opportunities.aspx>. Questions concerning this RFP may be directed to Janell Duncan at [janell.duncan@ccmha.com](mailto:janell.duncan@ccmha.com). 0335

**CMHA**

**NOTICE TO BIDDERS**  
STATE OF OHIO  
DEPARTMENT OF TRANSPORTATION  
Columbus, Ohio  
Division of Construction Management  
Legal Copy Number: 158037

Sealed proposals will be accepted from pre-qualified bidders at the ODOT Office of Contracts until 10:00 a.m. on October 8, 2015. Project 158037 is located in Hamilton County IR 71-381 and is a BRIDGE REPAIR project. The date set for completion of this work shall be as set forth in the bidding proposal. Plans and Specifications are on file in the Department of Transportation. 0407

**NOTICE TO BIDDERS**  
STATE OF OHIO  
DEPARTMENT OF TRANSPORTATION  
Columbus, Ohio  
Division of Construction Management  
Legal Copy Number: 151866

Sealed proposals will be accepted from pre-qualified bidders at the ODOT Office of Contracts until 10:00 a.m. on October 8, 2015. Project 151866 is located in Hamilton County Winton Woods Park Rehabilitation and TWO LANE RESURFACING project. The date set for completion of this work shall be as set forth in the bidding proposal. Plans and Specifications are on file in the Department of Transportation. 1001860515

**CITY OF KENTUCKY**  
**2015 STREET SPOT REPAIR BIDS**  
**NOTICE TO BIDDERS**

The City of Crestview Hills, Kentucky will receive sealed bids at the City Building, 50 Town Center Boulevard, Crestview Hills, Kentucky until 3:00 P.M. local time, on Wednesday, September 30, 2015 at which time they will be opened and read aloud, for the repair of existing street paving in several areas throughout the City. All construction work must be completed by November 10th, 2014. Plans and specifications for this work are available from the City of Crestview Hills, 50 Town Center Boulevard, Crestview Hills, Kentucky 41017. 2859. 241 7373 at a cost of \$5.00 per set of Plans and Specifications. All bids must be accompanied by a Bid Bond in the amount of 5% of the bid. The successful bidder will be required to provide a performance bond in the amount of one hundred (100%) of the bid. The City reserves the right to reject any and all bids and accept the lowest and best bid.

By: Paul W. Neer, Mayor  
City of Crestview Hills, 0626

**To advertise your auto in the Classifieds, call 421-6300**



## **NEWSPAPER ADVERTISEMENT**

**DATE TO ADVERTISE: September 21, 2015**

**Please run this advertisement in your classified "Legal Notices" section:**

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### **NOTICE OF SALE OF ELECTRIC FRANCHISE**

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CITY OF INDEPENDENCE, KY.  
**ORDINANCE NO. 2015-O-19**

AN ORDINANCE CREATING AND ESTABLISHING FOR BID A NON-EXCLUSIVE ELECTRIC FRANCHISE FOR THE PLACEMENT OF FACILITIES FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF ELECTRICAL ENERGY WITHIN THE PUBLIC RIGHT-OF-WAY OF THE CITY OF INDEPENDENCE FOR A TEN (10) YEAR DURATION, RESERVING THE RIGHT TO IMPOSE A FRANCHISE FEE IN OF THE SUM OF UP TO FIVE PERCENT (5%) OF FRANCHISEE'S GROSS RECEIPTS PER YEAR FROM THE FRANCHISEE'S SALE OF ELECTRICITY TO ELECTRIC-CONSUMING ENTITIES INSIDE THE CITY OF INDEPENDENCE' CORPORATE LIMITS AND FURTHER PROVIDING FOR COMPLIANCE WITH RELEVANT LAWS, REGULATIONS AND STANDARDS; INDEMNIFICATION; INSURANCE; CANCELLATION OR TERMINATION; AND BID REQUIREMENTS; ALL EFFECTIVE ON DATE OF PASSAGE

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