

Goss ■ Samford PLLC



L. Allyson Honaker
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(859) 368-7740

January 15, 2016

Via Hand-Delivery

Mr. Jeffrey Derouen
Executive Director
Kentucky Public Service Commission
P.O. Box 615
211 Sower Boulevard
Frankfort, KY 40602

RECEIVED

JAN 15 2016

**PUBLIC SERVICE
COMMISSION**

Re: In the Matter of: Application of Duke Energy Kentucky, Inc. for a Certificate of Public Convenience and Necessity to Bid on a Franchise to Serve the City of Williamstown, Kentucky; Case No. 2016-00049

Dear Mr. Derouen:

Enclosed please find for filing with the Commission in the above-referenced case an original and ten (10) copies of Duke Energy Kentucky Inc.'s Application regarding the above-styled matter. Please return a file-stamped copy to me.

Please do not hesitate to contact me if you have any questions.

Sincerely,

L. Allyson Honaker

Enclosures

RECEIVED

JAN 15 2016

PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

APPLICATION OF DUKE ENERGY)
KENTUCKY, INC. FOR A CERTIFICATE)
OF PUBLIC CONVENIENCE AND)
NECESSITY TO BID ON A FRANCHISE)
TO SERVE THE CITY OF WILLIAMSTOWN,)
KENTUCKY)

CASE NO. 2016- 00049

APPLICATION

Comes now Duke Energy Kentucky, Inc. (Duke Energy Kentucky or Company), by counsel, pursuant to KRS 278.020(4), 807 KAR 5:001, Section 15(1), 807 KAR 5:001 Section 14 and other applicable law, and tenders hereby its application for a certificate of public convenience and necessity to apply for and obtain a franchise from the city of Williamstown, in Grant County, Kentucky ("Williamstown"), to provide natural gas transmission and distribution service, respectfully stating as follows:

1. Duke Energy Kentucky is a Kentucky corporation, originally incorporated on March 20, 1901, that is in good standing and operating as a combined electric and natural gas utility serving approximately 240,000 customers in six Kentucky counties. Duke Energy Kentucky's business address is 139 East Fourth Street, Cincinnati, Ohio 45202 and its local address is Duke Energy Envision Center, 4580 Olympic Boulevard, Erlanger, Kentucky, 41018. The Company's email address is KyFilings@duke-energy.com. Duke Energy Kentucky is the successor to Union Light, Heat and Power which held a franchise for the use of the City streets, alleys and public grounds to provide electricity and natural

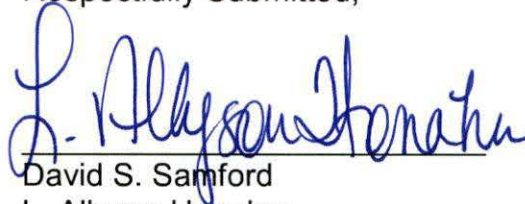
gas transmission and distribution facilities and services within the territorial limits of Williamstown. However, that franchise has expired.

2. Duke Energy Kentucky proposes to bid upon a new municipal franchise to place natural gas transmission and distribution facilities in public streets and places of Williamstown and to provide related service to Williamstown. The new franchise will be awarded by the Williamstown City Council.
3. The Williamstown City Council has passed Ordinance No. 2015-20, setting forth the requirements and deadlines for submitting a bid to secure a new franchise. Williamstown has directed that bids shall be received on or before Friday, January 29, 2016. A copy of the Ordinance is attached hereto as Exhibit A and incorporated herein by reference. A copy of the Legal Notice that was published in the Grant County News on December 24, 2015, by Williamstown regarding said new franchise is attached hereto as Exhibit B and incorporated herein by reference.
4. As evidenced by the Ordinance, there is, and will continue to be, a demand and need for the facilities and services sought to be rendered by Duke Energy Kentucky pursuant to the franchise.
5. Upon obtaining the franchise from Williamstown, Duke Energy Kentucky will file true and correct copies of same with the Commission.

WHEREFORE, on the basis of the foregoing, Duke Energy Kentucky respectfully requests the Commission to approve this application and to issue to Duke Kentucky a certificate of public convenience and necessity authorizing it to apply for and obtain a franchise from Williamstown, as set forth herein.

This the 15th day of January, 2016.

Respectfully Submitted,

A handwritten signature in blue ink that reads "L. Allyson Honaker". The signature is written in a cursive style with a horizontal line underneath the name.

David S. Samford
L. Allyson Honaker
Goss Samford, PLLC
2365 Harrodsburg Road
Suite B-325
Lexington, Kentucky 40504
(859) 368-7740
David@gosssamfordlaw.com
Allyson@gosssamfordlaw.com

and

Rocco O. D'Ascenzo
Duke Energy Business Services, LLC
139 East Fourth Street/1303-Main
P.O. Box 960 Cincinnati, OH 45202
(513) 287-4320
Rocco.D'Ascenzo@duke-energy.com

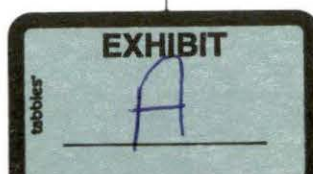
Counsel for Duke Energy Kentucky, Inc.

ORDINANCE NO. 2015-20

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 WILLIAMSTOWN FOR A TEN (10) YEAR DURATION, IMPOSING A FRANCHISE FEE IN OF THE SUM OF THREE PERCENT (3%) OF FRANCHISEE'S GROSS RECEIPTS FROM THE FRANCHISEE'S SALE OF NATURAL GAS TO GAS-CONSUMING ENTITIES INSIDE THE CITY OF WILLIAMSTOWN' CORPORATE LIMITS; 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 NATURAL GAS TO NATURAL GAS-CONSUMING ENTITIES INSIDE THE CITY OF WILLIAMSTOWN'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 natural gas 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 Williamstown, Kentucky, has found and determined that the construction, operation, maintenance and utilization of a natural gas franchise over, across or under public right-of-way in the City of Williamstown, 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 Williamstown, 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 WILLIAMSTOWN:

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, transmission, and distribution of natural gas within and through 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, manholes, ducts, structures, and any other apparatus, equipment and facilities above and below the ground (collectively, "Equipment") necessary, essential, and/or used or useful to the transmission, distribution and sale of natural gas 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.

SECTION 2

The following definitions apply to this Ordinance:

City Council means the legislative body of the City of Williamstown.

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 Williamstown.

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 gas under rates, temporary or permanent, authorized by the Council and represents 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, non sufficient funds, late fees and interest, which are related to but are not a part of the actual retail sale of gas.

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

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 three (3) percent of gross receipts from the Company's sale of natural gas to gas-consuming entities (which includes businesses, industrial facilities and dwellings) inside the City's corporate limits. However, the City reserves the right to increase its franchise fee at any time upon prior ninety (90) days written notice to the Company. Should the City exercise said right to increase its 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 natural gas (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.

As further consideration for the granting of this Franchise, the Company agrees to pay all publication costs and attorney's fees, up to a maximum of \$3,000, the City incurs in the granting

of this Franchise. The above-mentioned costs shall be invoiced by the City to the Company and the Company shall pay said costs within thirty (30) days of receipt of said invoice.

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 to promptly 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:

- 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 all defaults thereunder; and,
- 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 retail rates of natural gas 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 have shall the authority to trim trees that are located within or overhang the Right-Of-Way to maintain and operate natural gas pipelines and other Facilities of the Company. Any trimming, removal or other disturbance of trees shall conform to Chapter 98 of the Williamstown, Kentucky Code of Ordances, as it may be from time to time amended, and 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 Grant 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/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.

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 or 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.

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.

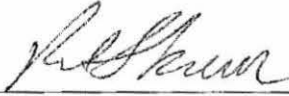
SECTION 21

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 natural gas 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 with the City of Williamstown, the Company shall provide the Government at least thirty (30) days advance written notice such foreclosure or sale.

SECTION 22

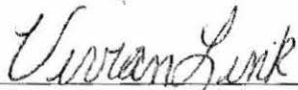
This Ordinance shall be in full force and effect from and after its reading, adoption and publication.

APPROVED:



Rick Skinner, Mayor
City of Williamstown, Kentucky

ATTEST:



Vivian Link, City Clerk/Treasurer

2015-20

1st Reading: 11/17/15

Adoption: 12/07/15

Publication: 12/24/15

CERTIFICATION

The undersigned, Vivian Link, City Clerk of the City of Williamstown, in Grant County, Kentucky, hereby certifies as follows:

1. The foregoing Ordinance No. 2015-20 was introduced in writing and read to the City Council of the City of Williamstown at regular or special meetings thereof on the 17th day of November, 2015, and the 7th day of December 2015, at which quorums were present; and said Ordinance was enacted by the City Council of the City of Williamstown upon the affirmative vote of at least a majority of a quorum thereof, at the meeting thereof on the 7th day of December, 2015, with the vote of each member of the City Council entered upon the official record of such meeting; and

2. After passage and adoption of the foregoing Ordinance by the City Council of the City of Williamstown, it was submitted to the Mayor of the City of Williamstown who approved said Ordinance by affixing his signature thereto within ten (10) days after the submission thereof to him; and

3. The foregoing Ordinance was published on the 24th day of December 2015, in the Grant County News, a newspaper qualified thereof, pursuant to the provisions of K.R.S. Chapter 424.



Vivian Link, City Clerk/Treasurer

**LEGAL NOTICE
WILLIAMSTOWN ORDINANCE 2015-20**

TITLE

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 WILLIAMSTOWN FOR A TEN (10) YEAR DURATION, IMPOSING A FRANCHISE FEE IN OF THE SUM OF THREE PERCENT (3%) OF FRANCHISEE'S GROSS RECEIPTS FROM THE FRANCHISEE'S SALE OF NATURAL GAS TO GAS-CONSUMING ENTITIES INSIDE THE CITY OF WILLIAMSTOWN' CORPORATE LIMITS; 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 NATURAL GAS TO NATURAL GAS-CONSUMING ENTITIES INSIDE THE CITY OF WILLIAMSTOWN'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.

NARRATIVE

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 WILLIAMSTOWN FOR A TEN (10) YEAR DURATION, IMPOSING A FRANCHISE FEE IN OF THE SUM OF THREE PERCENT (3%) OF FRANCHISEE'S GROSS RECEIPTS FROM THE FRANCHISEE'S SALE OF NATURAL GAS TO GAS-CONSUMING ENTITIES INSIDE THE CITY OF WILLIAMSTOWN' CORPORATE LIMITS; 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 NATURAL GAS TO NATURAL GAS-CONSUMING ENTITIES INSIDE THE CITY OF WILLIAMSTOWN'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.

PENALTIES

The full text of each section of the Williamstown Ordinance No. 2015-20 that imposes fine, penalty, forfeiture, tax or fee is as follows:



CERTIFICATION

The undersigned, Jeffrey C. Shipp, hereby certifies that he is an attorney licensed to practice law in the Commonwealth of Kentucky; and that he prepared the attached Summary of Williamstown Ordinance No. 2015-20, pursuant to the requirements of K.R.S. 83A.060(9), so that it includes the following:

- (a) The title of the Ordinance;
- (b) A brief narrative setting forth the main points of the Ordinance in a way reasonably calculated to inform the public in a clear and understandable manner of the meaning of the Ordinance; and
- (c) The full text of each section that imposes fines, penalties, forfeitures, taxes or fees.

Jeffrey C. Shipp

A handwritten signature in black ink, appearing to read 'Jeffrey C. Shipp', is written over a horizontal line. The signature is stylized and cursive.

Grant County News
1406 N. Main, Williamstown, Ky. 41097
P.O. Box 247, Williamstown, Kentucky 41097

The affiant, Jamie Baker-Nantz, Publisher of the Grant County News, Williamstown, Kentucky, after being duly sworn and cautioned does depose and states the following:

That the Grant County News is a newspaper printed and published in the State of Kentucky, and of general circulation in the County or Counties of Grant.

That the attached Legal Notice was duly published in the Grant County News on

December 24, 2015.

Done at Williamstown, Kentucky, this 29th day of December, 2015.

Jamie Baker-Nantz

STATE OF KENTUCKY
COUNTY OF GRANT

Subscribed and sworn to before me by Jamie Baker-Nantz, this 29th day of December, 2015, at Williamstown, Grant County, Kentucky.

[Signature]
Notary Public

Notary ID 494086

My commission expires 13 August 2017.

LEGAL NOTICES

NOTICE OF SALE OF NATURAL GAS FRANCHISE

NOTICE IS HEREBY GIVEN THAT THE CITY OF WILLIAMSTOWN, KENTUCKY WILL ON MONDAY, FEBRUARY 1, 2016 AT 7:00 P.M. AT CITY HALL, 400 NORTH MAIN STREET, WILLIAMSTOWN, KENTUCKY 41097, CONSIDER OFFERS FOR SALE TO THE HIGHEST AND BEST BIDDER, PLUS ALL COSTS, INCLUDING ADVERTISING COST OF FRANCHISE AS DEFINED IN ORDINANCE 2015-20 ADOPTED BY THE CITY COUNCIL ON DECEMBER 7, 2015, THE FULL TEXT OF WHICH ORDINANCE IS AVAILABLE FOR INSPECTION IN THE OFFICE OF THE CITY CLERK, CITY HALL, 400-NORTH MAIN STREET, WILLIAMSTOWN, KENTUCKY 41097, BETWEEN THE HOURS OF 8:30 A.M. AND 4:30 P.M. MONDAY THROUGH FRIDAY.

CITY OF WILLIAMSTOWN, KENTUCKY ORDINANCE NO. 2015-20

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 WILLIAMSTOWN FOR A TEN (10) YEAR DURATION, IMPOSING A FRANCHISE FEE IN OF THE SUM OF THREE PERCENT (3%) OF FRANCHISEE'S GROSS RECEIPTS FROM THE FRANCHISEE'S SALE OF NATURAL GAS TO GAS-CONSUMING ENTITIES INSIDE THE CITY OF WILLIAMSTOWN CORPORATE LIMITS; 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 NATURAL GAS TO NATURAL GAS-CONSUMING ENTITIES INSIDE THE CITY OF WILLIAMSTOWN'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.

SEALED BIDS ARE TO BE DELIVERED TO RICHARD SKINNER, MAYOR, 400 NORTH MAIN STREET, WILLIAMSTOWN, KENTUCKY 41097 TO BE PUBLICLY OPENED AND READ AT 10:00 A.M. ON JANUARY 29, 2016.

THE CITY OF WILLIAMSTOWN RESERVES THE RIGHT TO ACCEPT ANY BID, 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 OF WILLIAMSTOWN.

N12244C E01/14/16

LEGAL NOTICE WILLIAMSTOWN ORDINANCE 2015-21

AN ORDINANCE OF THE CITY OF WILLIAMSTOWN, GRANT COUNTY, KENTUCKY, APPROVING THE ARK ENCOUNTER, LLC, PLANNED UNIT DEVELOPMENT REVISED STAGE II, PHASE I SITE PLAN AS RECOMMENDED AND APPROVED BY THE GRANT COUNTY PLANNING COMMISSION

NARRATIVE

AN ORDINANCE OF THE CITY OF WILLIAMSTOWN, GRANT COUNTY, KENTUCKY, APPROVING THE ARK ENCOUNTER, LLC, PLANNED UNIT DEVELOPMENT REVISED STAGE II, PHASE I SITE PLAN AS RECOMMENDED AND APPROVED BY THE GRANT COUNTY PLANNING COMMISSION

PENALTIES

The full text of each section of the Williamstown Ordinance No. 2015-21 that imposes fine, penalty, forfeiture, tax or fee is as follows:

None.

CERTIFICATION

The undersigned, Jeffrey C. Shipp, hereby certifies that he is an attorney licensed to practice law in the Commonwealth of Kentucky; and that he prepared the attached Summary of Williamstown Ordinance No. 2015-21, pursuant to the requirements of K.R.S. 83A.060(9), so that it includes the following:

- (a) The title of the Ordinance;
- (b) A brief narrative setting forth the main points of the Ordinance in a way reasonably calculated to inform the public in a clear and understandable manner of the meaning of the Ordinance; and
- (c) The full text of each section that imposes fines, penalties, forfeitures, taxes or fees.

/s/ Jeffrey C. Shipp
Jeffrey C. Shipp
N12241C

LEGAL NOTICE INVITATION TO SUBMIT BIDS

The City of Dry Ridge is accepting bids for fire department breathing apparatus and hydraulic rescue tools. Bidders shall submit sealed bids in the format specified in the Invitation to Submit Bids no later than 12:00 p.m. on Monday, January 4, 2015, at which time the bids will be publicly opened and read aloud in the council chambers. Bids will be reviewed and a recommendation for award is anticipated at the regularly scheduled Dry Ridge City Council meeting on Monday, January 4, 2015, at 6:00 p.m. Bidding documents may be obtained from the City Clerk in the City Building during normal business hours.

Proposals may either be received at the City Clerks Office at 31 Broadway, Dry Ridge, KY 41035 or received by mail at P.O. Box 145, Dry Ridge, KY 41035.

A copy of all bids and requested materials for the breathing apparatus must be delivered in a sealed envelope marked "Self Contained Breathing Apparatus Bid."

A copy of all bids and requested materials for the hydraulic rescue tools must be delivered in a sealed envelope marked "Hydraulic Rescue Tools Bid."

The City of Dry Ridge will not discriminate in the purchase of all goods and services on the basis of race, color, creed, sex, handicap, religion, age or national origin.

Verbal bids or bids received after the closing date will be accepted. The City of Dry Ridge reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the City of Dry Ridge. N1217/2C E12/24/15

LEGAL NOTICE WILLIAMSTOWN ORDINANCE 2015-20

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 WILLIAMSTOWN FOR A TEN (10) YEAR DURATION, IMPOSING A FRANCHISE FEE IN OF THE SUM OF THREE PERCENT (3%) OF FRANCHISEE'S GROSS RECEIPTS FROM THE FRANCHISEE'S SALE OF NATURAL GAS TO GAS-CONSUMING ENTITIES INSIDE THE CITY OF WILLIAMSTOWN CORPORATE LIMITS; 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 NATURAL GAS TO NATURAL GAS-CONSUMING ENTITIES INSIDE THE CITY OF WILLIAMSTOWN'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.

NARRATIVE

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 WILLIAMSTOWN FOR A TEN (10) YEAR DURATION, IMPOSING A FRANCHISE FEE IN OF THE SUM OF THREE PERCENT (3%) OF FRANCHISEE'S GROSS RECEIPTS FROM THE FRANCHISEE'S SALE OF NATURAL GAS TO GAS-CONSUMING ENTITIES INSIDE THE CITY OF WILLIAMSTOWN CORPORATE LIMITS; 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 NATURAL GAS TO NATURAL GAS-CONSUMING ENTITIES INSIDE THE CITY OF WILLIAMSTOWN'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.

PENALTIES

The full text of each section of the Williamstown Ordinance No. 2015-20 that imposes fine, penalty, forfeiture, tax or fee is as follows:

CERTIFICATION

The undersigned, Jeffrey C. Shipp, hereby certifies that he is an attorney licensed to practice law in the Commonwealth of Kentucky; and that he prepared the attached Summary of Williamstown Ordinance No. 2015-20, pursuant to the requirements of K.R.S. 83A.060(9), so that it includes the following:

- (a) The title of the Ordinance;
- (b) A brief narrative setting forth the main points of the Ordinance in a way reasonably calculated to inform the public in a clear and understandable manner of the meaning of the Ordinance; and
- (c) The full text of each section that imposes fines, penalties, forfeitures, taxes or fees.

/s/ Jeffrey C. Shipp
Jeffrey C. Shipp
N12241C

POSTED NOTICE

\$52 for 1 year per property or
\$25 for 10 weeks per property
Paid In Advance
Call 859-824-3343



POSTED!

Persons are notified that the land and property belonging to the below listed persons are posted against hunting, fishing, trapping, 4-wheeling or dirt bike riding, walking, horseback riding, woodcutting, dumping or any other kind of trespassing. Owners are not responsible for any accidents. Violators will be prosecuted to the fullest extent of the law.

- Property located at 2975 Falmouth Rd., Williamstown. 12-19-16
- Janice & Jack Bowling property located on White Chapel Road. 12-12-16
- Wayne Sponcil, 485 Sherman Newtown Rd.; Sponcil Properties, 2895 Dixie Hwy. & Taft Hwy. 12-08-16
- McIntire property located on Old Cynthiana Rd. and Oak Ridge Pike. 11-10-16
- Property of Doering Family Ltd. Partnership on Dry Ridge Mt. Zion Rd., Dry Ridge. 10-31-16
- Beuna Marksberry, 920 Mason Cordova Rd., Corinth. 10-27-16
- Ware property located at 605 Turner Rd., Williamstown. 10-27-16
- Gavin farm, 1960 Barnes Rd., Williamstown. 10-13-16
- No trespassing properties of Herbert Jamieson Jr., Jonesville, Ky. 10-03-16
- Lonald, Linda, Wesley, Wilma Cook, 1600 Corinth Road (40 acres) 9-29-16
- Erwin property located at 3760 Lawrenceville Rd., Corinth. 9-26-16
- Spears property, 1415 Keefer Lawrenceville Rd., Corinth. 9-22-16
- Earl and Sandra Linville property, 1700 Turner Road, Williamstown (Steve Carmichael, property manager). 9-12-16
- Troy and Beckie Hopkins, 21.5 acres, 2165 Mountain Island Rd., Owenton, Ky. 9-01-16
- Dickhaus property located at 1025 Folsom Jonesville Rd., Jonesville. 8-25-16
- 510 Kenney Rd., Dry Ridge, Ky. 8-18-16
- Rodgers property located at 2780 Lebanon Rd., Crittenden, Kentucky. 8-11-16
- Folsom Ridge Farm, 8605 Warsaw Rd., Dry Ridge. 7-18-16
- No trespassing - 385 and 375 Cash Drive, Williamstown Lake, including 10 feet where waterline is. 6-16-16
- Corinth Lake Landowner's Association, Section 1, Inc., private road at Corinth Lake Estates, Section 1. 6-16-16
- No trespassing including 10 feet from where waterlines is, at 305 and 315 Cash Dr., Williamstown Lake, Dry Ridge. 6-08-16
- Property of Jeffrey Courtney located at 2570 Corinth Rd., Corinth, Ky. 5-23-16
- 707-1/2 N. Main St., Williamstown. 5-23-16
- 890 and 1500 Folsom Jonesville Rd., Taylor property. 5-16-16
- Dishon Farms, Verona-Mt. Zion Rd., Vainlandingham Rd. and Arnold's Creek Rd. 5-16-16
- Property of Johnny Ashcraft located on Folsom-Jonesville Rd. 4-28-16
- White Hawk Farm, Scott property on 1285 Cordova Road.

