

**CASE**

**NUMBER:**

99-298



**LG&E Energy Corp.**  
220 West Main Street (40202)  
P.O. Box 32030  
Louisville, Kentucky 40232

June 19, 2003

RECEIVED

JUN 23 2003

PUBLIC SERVICE  
COMMISSION

Mr. Thomas Dorman  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
Frankfort, Kentucky 40601

Dear Mr. Dorman:

In accordance with the Commission's Order in Case No. 99-298 and in compliance with 807 KAR 5:001, Section 9 of the Commission's Regulations, enclose herewith for filing are two copies of the following:

1. Information regarding the City of Glencoe with which Kentucky Utilities Company ("KU") secured a new 20-year franchise during 2002 as provided by the above referenced Order.
2. Executed copies of the notice that the 20-year franchise was granted to KU, detailing the contents of said franchise.

We would appreciate acknowledgement of the receipt of this information as a record for our file.

Sincerely,

F. Howard Bush  
Manager, Regulatory Compliance

Enclosures

BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION

IN THE MATTER OF THE APPLICATION OF  
KENTUCKY UTILITIES COMPANY FOR A  
CERTIFICATE OF CONVENIENCE AND  
NECESSITY TO APPLY FOR AN ELECTRIC  
FRANCHISE.

No. \_\_\_\_\_

CONSENT

The City of Glencoe, a municipal corporation of the 6 class of the State of Kentucky, accepts notice of the filing of the Application of Kentucky Utilities Company in the above matter, and consents to the entry of an order granting the prayer of said Application to the effect that said Company may be permitted to apply for an electric franchise to be offered for sale by said City.

Dated at Glencoe, Kentucky, this 11 day of February, 2002.

CITY OF Glencoe

By Michael G. Murphy  
(Signature) Mayor

Class of City 6

Type of Government Council  
(Council or Commission)



COUNTY OF Gallatin

STATE OF KENTUCKY

**AFFIDAVIT OF PUBLICATION**

Denny Kelley Warnick, being first duly sworn, states that he is  
Publisher of the Gallatin County News,  
(Publisher or Proprietor) (Name of Newspaper)  
that the attached Notice of Sale Franchise was published in the 3/20/02, issue of such newspaper, and  
(Date)  
that the attached copy of Notice of Ordinance granting franchise to Kentucky Utilities Company was published in the  
3/20/02 issue of such newspaper.  
(Date)

Denny Kelley Warnick  
(Signed)

Subscribed and sworn to before me this 15 day of April, 192002.

Notary Public, Kelley Warnick Gallatin County, Kentucky

My commission expires 9/8/02.



COUNTY OF Gallatin

STATE OF KENTUCKY

**AFFIDAVIT OF PUBLICATION**

Denny Kelley Warrick, being first duly sworn, states that he is  
Publisher of the Gallatin County News,  
(Publisher or Proprietor) (Name of Newspaper)

that the attached Notice of Sale Franchise was published in the 4/10/02, issue of such newspaper, and  
(Date)

that the attached copy of Notice of Ordinance granting franchise to Kentucky Utilities Company was published in the  
4/10/02 issue of such newspaper.  
(Date)

Denny Kelley Warrick  
(Signed)

Subscribed and sworn to before me this 15 day of April, 2002.

Notary Public, Kelley Warrick Gallatin  
County, Kentucky

My commission expires 9/18/02.

AD

NOTICE OF ORDINANCE GRANTING FRANCHISE  
TO  
KENTUCKY UTILITIES COMPANY

The following is a true and correct copy of an ordinance enacted on the 8 day of April ~~XX~~ 2002, by the City Council of Glencoe, Kentucky, creating and defining an electric franchise, the purchaser and grantee of which was Kentucky Utilities Company.

Dated: 4/8/2002

Deborah Howelle  
(Signature) City Clerk

Glencoe, Kentucky  
(City)

AN ORDINANCE

BE IT ORDAINED BY THE CITY OF Glencoe, Gallatin COUNTY, KENTUCKY:  
SECTION 1. That KENTUCKY UTILITIES COMPANY, the purchaser and grantee of this franchise, or its legal representatives,

successors, and assigns, hereinafter called the "purchaser," be, and is, subject to the conditions hereinafter contained, hereby authorized and empowered to acquire, purchase, construct, maintain and operate in and through this City, a system or works for the generation, transmission and distribution of electrical energy from points either within or without the corporate limits of this City, to all areas and parts of this City and the inhabitants thereof, as its corporate limits now or hereafter exist, excepting only those areas or parts included within a franchise heretofore granted by the City to X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X Rural Electric Cooperative Corporation, and from and through this City to persons, corporations and municipalities beyond the limits thereof, and for the sale of same for light, heat, power and other purpose; and for such purposes to erect and maintain poles and other structures, wires and other apparatus necessary or convenient for the operation of said system in, upon, across, under, and along each and all of the streets, alleys and public grounds, within the present and future corporate limits of this City; to have and hold, as by law authorized, any and all real estate, easements, water and other rights necessary or convenient for said purpose; to use any and all such streets, alleys and public grounds while constructing or operating said electric system or works; and to cross any and all streets and streams in this City for the purpose of constructing, maintaining or extending such poles, wires and other apparatus as may be necessary or convenient for the proper distribution of electric energy in and through this City. Such right to maintain shall include the right to remove and/or trim trees in accordance with the purchaser's customary procedures. If, after any pole or other structure or facility has once been erected or placed, in exercise of the authority herein granted, the City Council shall order the removal of said pole, structure or facility to another location, the City shall pay the cost of making such relocation; except that, if the relocation is made necessary due to widening, regrading or reconstruction of a street or highway and the pole was originally erected in public right-of-way and is in public right-of-way immediately prior to the relocation, purchaser will pay the cost of the relocation.

SECTION 2. The purchaser shall indemnify, and save harmless the City from any and all damages, judgments, decrees, costs and expenses, including a reasonable attorney's fee, which the City may legally suffer or incur or which may be legally obtained against the City for or by reason of the use and occupation of any street, alley, or public ground in the City by the purchaser, pursuant to the terms of this franchise, or legally resulting from the exercise by the purchaser of any of the privileges herein granted; and, if any claim shall be made or suit brought against the City for damages alleged to have been sustained by reason of the occupation of any street, alley, or public ground or exercise of any privileges herein granted, by the purchaser, the City shall immediately notify the purchaser in writing thereof, and the purchaser is hereby given the right and privilege to defend or assist in defending such suit, in the name of the City.

SECTION 3. The City may not impose upon or exact from the purchaser any fee, compensation or remuneration of any kind, or impose upon the purchaser any obligation, for the purchaser's engaging in the City or adjoining territory in the sale and distribution of electrical energy, the payments provided for in Section 9 being in consideration of the rights and privileges herein granted including those with respect to the streets, alleys and public grounds within the City.

SECTION 4. The purchaser shall extend its electric light or power lines and install additional equipment whenever there is assured to it from additional business to be derived therefrom a reasonable return upon the investment required to install such extension.

SECTION 5. The purchaser shall have the right to make and enforce reasonable rules and regulations necessary to the proper conduct of its business and protection of its property.

SECTION 6. The purchaser shall have the right to charge for electrical energy supplied within the City, rates that are reasonable and that are subject to regulation by the Kentucky Public Service Commission.

SECTION 7. This franchise and all rights and privileges granted hereunder shall be in full force and effect for a period of twenty (20) years from and after the date when this franchise is granted to the purchaser.

SECTION 8. This franchise may be transferred by the purchaser and the word "purchaser" whenever used in this franchise shall include and be taken to mean and apply also to all the successors and assigns of the purchaser.

SECTION 9. As additional consideration for the grant of this franchise, the purchaser will pay to the City a sum equal to 3% of the gross revenue received by the purchaser, on and after the date when the grant of this franchise becomes effective, from electric service rendered within the corporate limits of the City to customers supplied under residential and commercial revenue classifications, as now defined in the purchaser's system of accounts and reported to the Kentucky Public Service Commission. The amount payable to the City for each full calendar quarter during which this franchise is in effect shall be computed on the basis of revenues received during such quarter, and payment shall be made within 60 days after close of the quarter; the amount which may be payable to the City for a portion of a calendar quarter at the commencement or termination of the term of this franchise shall be computed on the basis of revenues received during such portion of a calendar quarter, and shall be payable not more than 60 days after the termination of the quarter which includes the period for which payment is made. If any amount paid pursuant to the provisions of this Section 9 is stated by purchaser, at the time of such payment, to be based in whole or in part on revenues which are subject to refund by purchaser, and if any part of such revenues thereafter is required to be refunded by purchaser, the City shall repay to purchaser that part of the payment made hereunder based upon such revenues required to be refunded, such repayment to be made, at purchaser's option, either on demand or by credit against the payment or payments otherwise next becoming due hereunder. Should any license tax, occupational tax or any other tax, charge or fee except ad valorem taxes be now or hereafter imposed, the amount payable under this section shall be payable only to the extent that it exceeds the sum of all such taxes, charges or fees. The Public Service Commission of Kentucky has directed that payments such as those to the City above provided for are to be recovered as charges to customers served within the involved franchise area, and that such charges are to be listed as separate items on such customers' bills. The City recognizes that the purchaser is subject to the provisions of statutes heretofore or hereafter enacted by the General Assembly of the Commonwealth of Kentucky including statutes prescribing the regulatory jurisdiction of the Kentucky Public Service Commission, and to such Commission's exercise of such jurisdiction, and could become subject to regulatory jurisdiction of other governmental agencies relative, among other subjects, to the making of the said payments and to their rate or other treatment. If the charging, payment or collection of the sums specified in this Section 9 to be payable to the City should be made unlawful or prohibited by law or regulation, the provisions of this Section 9 shall be deemed separable from the remainder of the provisions of this Ordinance and of the franchise created hereby, and such remaining provisions of the franchise shall continue to be of full force and effect. If the making of the said payments shall not be so made unlawful or prohibited, but if the purchaser at any time shall not be permitted to fully recover in its charges to its customers the purchaser's said payments to the City, provided for in this Section 9, the purchaser shall have an option to terminate this franchise, effective upon the effective date of the law, regulation or regulatory order denying such permission.

SECTION 10. If the purchaser of this franchise is the holder of a franchise previously granted by the City of Glencoe, then, unless the purchaser, as a part of its bid for this franchise expressly reserves its rights under such prior franchise, such prior franchise shall be deemed terminated effective upon the effectiveness of this franchise.

SECTION 11. It shall be the duty of the City Clerk, as soon as practicable after the introduction of this ordinance, to sell at public auction, to the highest and best bidder, the within franchise at the City Hall on some day to be fixed by the City Clerk after advertising the proposed ordinance and the time and place of sale thereof at least once on a date not less than 8 nor more than 21 days before the date of sale in the following named newspaper: Gallatin County News and in making said sale the City Clerk shall receive no bid for less amount that the total expense connected with the making of said sale including the cost of advertising, and shall report these actions hereunder at a subsequent meeting of this Council. This Council reserves the right to reject any and all bids.

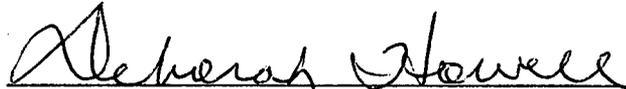
ATTEST: Deborah Howelle  
(Signature) City Clerk

Michael Murphy  
(Signature) Mayor

NOTICE OF ORDINANCE GRANTING FRANCHISE  
TO  
KENTUCKY UTILITIES COMPANY

The following is a true and correct copy of an ordinance enacted on the 8 day of April, ~~19~~ 2002, by the City Council of Glencoe, Kentucky, creating and defining an electric franchise, the purchaser and grantee of which was Kentucky Utilities Company.

Dated: 4/8/2002

  
(Signature) City Clerk

Glencoe, Kentucky  
(City)

AN ORDINANCE

BE IT ORDAINED BY THE CITY OF Glencoe, Gallatin COUNTY, KENTUCKY:

SECTION 1. That KENTUCKY UTILITIES COMPANY, the purchaser and grantee of this franchise, or its legal representatives, successors, and assigns, hereinafter called the "purchaser," be, and is, subject to the conditions hereinafter contained, hereby authorized and empowered to acquire, purchase, construct, maintain and operate in and through this City, a system or works for the generation, transmission and distribution of electrical energy from points either within or without the corporate limits of this City, to all areas and parts of this City and the inhabitants thereof, as its corporate limits now or hereafter exist, excepting only those areas or parts included within a franchise heretofore granted by the City to ~~X-X-X-X-X-X-X-X-X-X-X-X-X-X-Rural Electric Cooperative Corporation~~, and from and through this City to persons, corporations and municipalities beyond the limits thereof, and for the sale of same for light, heat, power and other purpose; and for such purposes to erect and maintain poles and other structures, wires and other apparatus necessary or convenient for the operation of said system in, upon, across, under, and along each and all of the streets, alleys and public grounds, within the present and future corporate limits of this City; to have and hold, as by law authorized, any and all real estate, easements, water and other rights necessary or convenient for said purpose; to use any and all such streets, alleys and public grounds while constructing or operating said electric system or works; and to cross any and all streets and streams in this City for the purpose of constructing, maintaining or extending such poles, wires and other apparatus as may be necessary or convenient for the proper distribution of electric energy in and through this City. Such right to maintain shall include the right to remove and/or trim trees in accordance with the purchaser's customary procedures. If, after any pole or other structure or facility has once been erected or placed, in exercise of the authority herein granted, the City Council shall order the removal of said pole, structure or facility to another location, the City shall pay the cost of making such relocation; except that, if the relocation is made necessary due to widening, regrading or reconstruction of a street or highway and the pole was originally erected in public right-of-way and is in public right-of-way immediately prior to the relocation, purchaser will pay the cost of the relocation.

SECTION 2. The purchaser shall indemnify, and save harmless the City from any and all damages, judgments, decrees, costs and expenses, including a reasonable attorney's fee, which the City may legally suffer or incur or which may be legally obtained against the City for or by reason of the use and occupation of any street, alley, or public ground in the City by the purchaser, pursuant to the terms of this franchise, or legally resulting from the exercise by the purchaser of any of the privileges herein granted; and, if any claim shall be made or suit brought against the City for damages alleged to have been sustained by reason of the occupation of any street, alley, or public ground or exercise of any privileges herein granted, by the purchaser, the City shall immediately notify the purchaser in writing thereof, and the purchaser is hereby given the right and privilege to defend or assist in defending such suit, in the name of the City.

SECTION 3. The City may not impose upon or exact from the purchaser any fee, compensation or remuneration of any kind, or impose upon the purchaser any obligation, for the purchaser's engaging in the City or adjoining territory in the sale and distribution of electrical energy, the payments provided for in Section 9 being in consideration of the rights and privileges herein granted including those with respect to the streets, alleys and public grounds within the City.

SECTION 4. The purchaser shall extend its electric light or power lines and install additional equipment whenever there is assured to it from additional business to be derived therefrom a reasonable return upon the investment required to install such extension.

SECTION 5. The purchaser shall have the right to make and enforce reasonable rules and regulations necessary to the proper conduct of its business and protection of its property.

SECTION 6. The purchaser shall have the right to charge for electrical energy supplied within the City, rates that are reasonable and that are subject to regulation by the Kentucky Public Service Commission.

SECTION 7. This franchise and all rights and privileges granted hereunder shall be in full force and effect for a period of twenty (20) years from and after the date when this franchise is granted to the purchaser.

SECTION 8. This franchise may be transferred by the purchaser and the word "purchaser" whenever used in this franchise shall include and be taken to mean and apply also to all the successors and assigns of the purchaser.

SECTION 9. As additional consideration for the grant of this franchise, the purchaser will pay to the City a sum equal to 3% of the gross revenue received by the purchaser, on and after the date when the grant of this franchise becomes effective, from electric service rendered within the corporate limits of the City to customers supplied under residential and commercial revenue classifications, as now defined in the purchaser's system of accounts and reported to the Kentucky Public Service Commission. The amount payable to the City for each full calendar quarter during which this franchise is in effect shall be computed on the basis of revenues received during such quarter, and payment shall be made within 60 days after close of the quarter; the amount which may be payable to the City for a portion of a calendar quarter at the commencement or termination of the term of this franchise shall be computed on the basis of revenues received during such portion of a calendar quarter, and shall be payable not more than 60 days after the termination of the quarter which includes the period for which payment is made. If any amount paid pursuant to the provisions of this Section 9 is stated by purchaser, at the time of such payment, to be based in whole or in part on revenues which are subject to refund by purchaser, and if any part of such revenues thereafter is required to be refunded by purchaser, the City shall repay to purchaser that part of the payment made hereunder based upon such revenues required to be refunded, such repayment to be made, at purchaser's option, either on demand or by credit against the payment or payments otherwise next becoming due hereunder. Should any license tax, occupational tax or any other tax, charge or fee except ad valorem taxes be now or hereafter imposed, the amount payable under this section shall be payable only to the extent that it exceeds the sum of all such taxes, charges or fees. The Public Service Commission of Kentucky has directed that payments such as those to the City above provided for are to be recovered as charges to customers served within the involved franchise area, and that such charges are to be listed as separate items on such customers' bills. The City recognizes that the purchaser is subject to the provisions of statutes heretofore or hereafter enacted by the General Assembly of the Commonwealth of Kentucky including statutes prescribing the regulatory jurisdiction of the Kentucky Public Service Commission, and to such Commission's exercise of such jurisdiction, and could become subject to regulatory jurisdiction of other governmental agencies relative, among other subjects, to the making of the said payments and to their rate or other treatment. If the charging, payment or collection of the sums specified in this Section 9 to be payable to the City should be made unlawful or prohibited by law or regulation, the provisions of this Section 9 shall be deemed separable from the remainder of the provisions of this Ordinance and of the franchise created hereby, and such remaining provisions of the franchise shall continue to be of full force and effect. If the making of the said payments shall not be so made unlawful or prohibited, but if the purchaser at any time shall not be permitted to fully recover in its charges to its customers the purchaser's said payments to the City, provided for in this Section 9, the purchaser shall have an option to terminate this franchise, effective upon the effective date of the law, regulation or regulatory order denying such permission.

SECTION 10. If the purchaser of this franchise is the holder of a franchise previously granted by the City of Glencoe, then, unless the purchaser, as a part of its bid for this franchise expressly reserves its rights under such prior franchise, such prior franchise shall be deemed terminated effective upon the effectiveness of this franchise.

SECTION 11. It shall be the duty of the City Clerk, as soon as practicable after the introduction of this ordinance, to sell at public auction, to the highest and best bidder, the within franchise at the City Hall on some day to be fixed by the City Clerk after advertising the proposed ordinance and the time and place of sale thereof at least once on a date not less than 8 nor more than 21 days before the date of sale in the following named newspaper: Gallatin County News and in making said sale the City Clerk shall receive no bid for less amount than the total expense connected with the making of said sale including the cost of advertising, and shall report these actions hereunder at a subsequent meeting of this Council. This Council reserves the right to reject any and all bids.

ATTEST:   
(Signature) City Clerk

  
(Signature) Mayor



COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**  
730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KY. 40602  
(502) 564-3940

CERTIFICATE OF SERVICE

RE: Case No. 99-298  
KENTUCKY UTILITIES COMPANY

I, Stephanie Bell, Secretary of the Public Service Commission, hereby certify that the enclosed attested copy of the Commission's Order in the above case was served upon the following by U.S. Mail on July 27, 1999.

Parties of Record:

William A. Bosta  
Director - Regulatory Management  
LG&E Energy Corp.  
220 West Main Street  
P. O. Box 32030  
Louisville, KY. 40232

*Stephanie J. Bell*

Secretary of the Commission

SB/sa  
Enclosure

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF KENTUCKY UTILITIES	)	
COMPANY FOR A CERTIFICATE OF	)	
CONVENIENCE AND NECESSITY TO	)	CASE NO.
APPLY FOR A FRANCHISE FROM THE	)	99-298
CITIES OF GLENCO, LONDON, EUBANK,	)	
WASHINGTON, AND HODGENVILLE	)	

O R D E R

On July 8, 1999, Kentucky Utilities Company ("KU") filed with the Commission its application seeking a Certificate of Convenience and Necessity to qualify it to bid on electric franchises in the Kentucky cities of Glenco, London, Eubank, Washington, and Hodgenville. Under the provisions of KRS 278.020(3), no utility may apply for a franchise from any governmental agency until it has obtained a Certificate of Convenience and Necessity from this Commission based on our finding that there is a need and demand for the service sought to be rendered.

The Commission determines that there is evidence of a need and demand for electric service in the above-mentioned cities. Since the Commission's authority in such matters is limited by statute to finding only whether there is a need and demand for the service sought to be rendered, no finding or determination is made as to the qualifications of the bidder, the validity of any of the provisions of the franchises offered by said cities, or the manner in which any franchise fee is to be treated for rate purposes.

IT IS THEREFORE ORDERED that:

1. KU is granted a Certificate of Convenience and Necessity that authorizes it to bid on electric franchises in the above-mentioned cities.

2. KU, if it becomes the successful bidder, shall file with this Commission two copies of each franchise agreement.

3. This Order shall not be construed as granting a Certificate of Convenience and Necessity to construct utility facilities in said cities.

Done at Frankfort, Kentucky, this 27th day of July, 1999.

By the Commission

ATTEST:

  
Executive Director



COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**

730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KY. 40602  
(502) 564-3940

July 14, 1999

William A. Bosta  
Director - Regulatory Management  
LG&E Energy Corp.  
220 West Main Street  
P. O. Box 32030  
Louisville, KY. 40232

RE: Case No. 99-298  
KENTUCKY UTILITIES COMPANY  
(Franchises)

This letter is to acknowledge receipt of initial application in the above case. The application was date-stamped received July 8, 1999 and has been assigned Case No. 99-298. In all future correspondence or filings in connection with this case, please reference the above case number.

If you need further assistance, please contact my staff at 502/564-3940.

Sincerely,

*Stephanie Bell*

Stephanie Bell  
Secretary of the Commission

SB/jc



**LG&E Energy Corp.**  
220 West Main Street  
P.O. Box 32030  
Louisville, Kentucky 40232

July 2, 1999

Ms. Helen C. Helton  
Executive Director  
Public Service Commission  
730 Schenkel Lane  
P.O. Box 615  
Frankfort, Kentucky 40602

RECEIVED  
JUL - 8 1999  
PUBLIC SERVICE  
COMMISSION

Dear Ms. Helton:

*CASE 99-298*

Enclosed are the original and 10 copies of an Application for a Certificate of Convenience and Necessity, to enable the Company to apply for the renewal of electric franchises with the Cities of Glenco, London, Eubank, Washington, and Hodgenville.

For many years the Company has been the owner of a separate franchise granted by each of the above cities to erect facilities for providing electric service to the cities and the inhabitants thereof. The franchises to be obtained will replace the current franchises.

Sincerely,

William A. Bosta  
Director, Regulatory Management

WAB:mjr

Enclosures



A SUBSIDIARY OF  
LG&E ENERGY

BEFORE THE  
PUBLIC SERVICE COMMISSION OF KENTUCKY

RECEIVED  
JUL - 8 1999  
PUBLIC SERVICE  
COMMISSION

In the Matter of:

APPLICATION OF KENTUCKY UTILITIES COMPANY )  
FOR A CERTIFICATE OF CONVENIENCE AND )  
NECESSITY TO APPLY FOR A FRANCHISE FROM )  
THE CITIES OF GLENCO, LONDON, EUBANK, )  
WASHINGTON, AND HODGENVILLE ) CASE NO. 99-298

APPLICATION

The Applicant, Kentucky Utilities Company, respectfully states:

1. The Post Office address of the principal office of Applicant is One Quality Street, Lexington, Kentucky 40507.

2. Applicant is engaged in the business of supplying electric service in and to various cities and the inhabitants thereof within the State of Kentucky and has conducted such business for a number of years. Applicant is and for many years has been the owner of a separate franchise granted by each of the Kentucky Cities of Glenco, London, Eubank, Washington, and Hodgenville to erect along, over, under or across the public ways and grounds thereof Applicant's electric utility facilities used by Applicant in its supply of electric service in and to the Cities and the inhabitants thereof, which franchises, by their terms, will

William A. Bosta states that he is Director, Regulatory Management of Kentucky Utilities Company; that he has read the foregoing Application; and that the statements contained are true as he verily believes.

*William A. Bosta*

William A. Bosta

Subscribed and sworn to before me this 1<sup>st</sup> day of July, 1999.

*Jammy J. Ely*

Notary Public

Notary Public, State at Large, KY

My Commission expires: My commission expires Nov. 9, 2002