

KEN	NTUCKY UTILITIES COMPA	NY	
The following is a true and correct copy of an ordinance enacted		October	. , 19 <u>94</u> , by the City
ouncil of Midway controls Company.	, Kentucky, creating and	defining an electric franc	hise, the purchaser and grantee of which wa
10/17/04		mark	v Riddle
Dated: 10/17/94	(Signature)	01 Jareen	City Clerk :
•	Midwa	9 V	•
	(City)	<u>- y</u>	, Kentucky
	AN ORDINANCE		
BE IT ORDAINED BY THE CITY OF Midway		Woodford	, COUNTY, KENTUCKY:
SECTION 1. That KENTUCKY UTILITIES Cocessors, and assigns, hereinafter called the "purchaser," be, and is, subjectively.			ce of this franchise, or its legal representatives and empowered to acquire, purchase, construct
sintain and operate in and through this City, a system or works for the gene	eration, transmission and distrib	oution of electrical energy fr	om points either within or without the corporate
nits of this City, to all areas and parts of this City and the inhabitants thereof retofore granted by the City to XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	l, as its corporate limits now or h XXXXXXXXXXXRural Ele	ereafter exist, excepting onl etric Cooperative Corporati	y those areas or parts included within a franchise ion, and from and through this City to persons
rporations and municipalities beyond the limits thereof, and for the sale of	f same for light, heat, power and	i other purpose; and for such	h purposes to erect and maintain poles and other
uctures, wires and other apparatus necessary or convenient for the operat thin the present and future corporate limits of this City; to have and hold,			
d purpose; to use any and all such streets, alleys and public grounds while	constructing or operating said	electric system or works; an	d to cross any and all streets and streams in this
ly for the purpose of constructing, maintaining or extending such poles, and through this City. Such right to maintain shall include the right to rea		•	• •
ucture or facility has once been erected or placed, in exercise of the authority. City shall pay the cost of making such relocation; except that, if the rele			•
is originally erected in public right-of-way and is in public right-of-way in	immediately prior to the reloca	tion, purchaser will pay the	cost of the relocation.
SECTION 2. The purchaser shall indemnify, and save harmless to which the City may legally suffer or incur or which may be legally obta			
ty by the purchaser, pursuant to the terms of this franchise, or legally resu	alting from the exercise by the	purchaser of any of the priv	ileges herein granted; and, if any claim shall be
ade or suit brought against the City for damages alleged to have been sustranted, by the purchaser, the City shall immediately notify the purchaser in			
ch suit, in the name of the City.	-		
SECTION 3. The City may not impose upon or exact from the p the purchaser's engaging in the City or adjoining territory in the sale and			
d privileges herein granted including those with respect to the streets, all SECTION 4. The purchaser shall extend its electric light or powe			cuend to it from additional business to be devised
refrom a reasonable return upon the investment required to install such		ipment whenever there is as:	sured to it from additional outliness to be derived
SECTION 5. The purchaser shall have the right to make and en- operty.	force reasonable rules and regu	lations necessary to the pro	per conduct of its business and protection of its
SECTION 6. The purchaser shall have the right to charge for el	lectrical energy supplied within	the City, rates that are reas	onable and that are subject to regulation by the
<ul> <li>ntucky Public Service Commission.</li> <li>SECTION 7. This franchise and all rights and privileges grante.</li> </ul>	d hereunder shall be in full forc	e and effect for a period of	twenty (20) years from and after the date wher
franchise is granted to the purchaser.		•	
SECTION 8. This franchise may be transferred by the purchase o to all the successors and assigns of the purchaser.	er and the word "purchaser" wh	ienever used in mis i lanchis	e shall include and be taken to mean and apply
SECTION 9. As additional consideration for the grant of this fra and after the date when the grant of this franchise becomes effective, fro			
i commercial revenue classifications, as now defined in the purchaser's s	system of accounts and reported	d to the Kentucky Public Se	ervice Commission. The amount payable to the
y for each full calendar quarter during which this franchise is in effect she days after close of the quarter; the amount which may be payable to the Ci			
computed on the basis of revenues received during such portion of a cale	ndar quarter, and shall be payab	de not more than 60 days aft	ter the termination of the quarter which includes
period for which payment is made. If any amount paid pursuant to the ton revenues which are subject to refund by purchaser, and if any part of	provisions of this Section 9 is s such revenues thereafter is real	stated by purchaser, at the ti	me of such payment, to be based in whole or in haser, the City shall repay to purchaser that par-
the payment made hereunder based upon such revenues required to be refu	unded, such repayment to be ma	ide, at purchaser's option, ei	ther on demand or by credit against the payment
payments otherwise next becoming due hereunder. Should any license ta amount payable under this section shall be payable only to the extent the			
ected that payments such as those to the City above provided for are to i	be recovered as charges to cust	omers served within the inv	olved franchise area, and that such charges are
be listed as separate items on such customers' bills. The City recognizes that the Commonwealth of Kentucky including statutes prescribing the regular	atory jurisdiction of the Kentuc	ky Public Service Commiss	sion, and to such Commission's exercise of such
isdiction, and could become subject to regulatory jurisdiction of other gover treatment. If the charging, payment or collection of the sums specified			
visions of this Section 9 shall be deemed separable from the remainder			
franchise shall continue to be of full force and effect. If the making of t mitted to fully recover in its charges to its customers the purchaser's sain			
inchise, effective upon the effective date of the law, regulation or regular	tory order denying such permis	sion.	
SECTION 10. If the purchaser of this franchise is the holder rehaser, as a part of its bid for this franchise expressly reserves its rights u	of a franchise previously gran under such prior franchise, such		Midway, then, unless the
this franchise.			
SECTION 11. It shall be the duty of the City Clerk, as soon as a within franchise at the City Hall on some day to be fixed by the City Cl			
t less than 8 nor more than 21 days before the date of sale in the follow: City Clerk shall receive no bid for less amount that the total expense conn	ing named newspaper: Wo	ödfötd Sun	and in making said sale
A subsequent meeting of this Council. This Council reserves the right to		are memoring are cost of acre	Manage and attent topole most actions included
		•	•
<i>→ → → → → → → → → →</i>		0,	114
MEST: Marline Middle		limbrose	- VEARING BRANCH
(Signature) City Clerk		(Signatur	* RFCET/FD
			10/18/2012

л-17-89Q-42С

PUBLIC SERVICE COMMISSION OF KENTUCKY