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(Signature)  AN ORDINANCE  BETT ORDINANCE (CNY)  AND ARRIVED (CNY)  ARRIVED (CNY)  AND ARRIVED (CNY)  ARRIVED (CNY)  ARRIVED (CNY)  AND ARRIVED (CNY)  A	ras Kentucky Utilities Company.	7		
AN ORDINANCE  SET PORDAPISED BY THE CITY OF NILLY DIASYULLES SET ORDINANCE  SET PORDAPISED BY THE CITY OF NILLY DIASYULLES SET ORDINANCE  SET PORDAPISED BY THE CITY OF NILLY DIASYULLES SET ORDINANCE	Dated: 9/10/96	Donn	- Ndea-	v Clerk
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security and straigus, benefactor callet tile "prochaser", "by, and is, nebject to the conditional breith after constanted, barrely weithorized and empowered to designed, synthase, controllation and general and straight the control of the control	SECTION 1 The KENTICKY UTILITIES CO	SVILLE	the purchaser and grantee of	this franchise, or its legal representatives,
inside of this City, to all series and part of Pikit City and the inhabitural telement, as its composite fluid are not retreatible crisis, it compared to the City of the City	successors, and assigns, hereinafter called the "purchaser," be, and is, subject	ration, transmission and dis	tribution of electrical energy from [	bomit simer within or without me corborate
intercents, who and other apprusite necessary or convenient for the operation of said system in, upon, arents, under, and all ong mach interfs, sillys and proble grounds; which the present of micro monoprine living to this criteria, sillys and proble grounds; which the present of micro in the right monoprine control of the control of the properties of	limits of this City, to all areas and parts of this City and the inhabitants thereof, bereform granted by the City to BLUE GRASS	as its corporate limits now. Rural	orhereafter exist, excepting only the Electric Cooperative Corporation,	and from and through this City to persons,
and pumposes; to use any sun call a suck streets, alloys and poblic grounds while countracting or extending and poblic grounds while countracting or extending and poblic grounds with good perfect water and other apposituation are provided from the contraction of the position of the position of the contraction of the position of the	concernes, wires and other angulatus necessary or convenient for the operation	on of said system in, upon,	across, under, and along each and	all of the streets, alleys and public grounds,
City for the peopose of controcking, maintaining or extending such poles, write and other appaintment at may be necessary or convenient for the proper distribution of a design energy in an and through facility. Society, Society and the properties of the properties	within the present and future corporate limits of this City; to have and hold, a said corporer to me any and all such streets, alloys and public grounds while	es by law authorized, any a constructing or operating a	nd all real estate, easements, water: aid electric system or works; and to	and other rights necessary or convenient for cross any and all streets and streams in this
aucuma or relicilly has eagon bean recorded or placed, in exercise of the authority herein granted, the Board of Commissioners shall order the removal of stad pole, brick to such the horizon to authority herein granted, the Board of Commissioners shall order the removal of stad pole, brick to such that the stade of the product of the	City for the purpose of constructing, maintaining or extending such poles, we are through this City. Such right to maintain shall include the right to rem	vires and other apparatus a nove and/or trim trees in ac	s may be necessary or convenient is cordance with the purchaser's custo	for the proper distribution of electric energy imary procedures. If, after any pole or other
and the pole was originally erected in poblic right-of-way and is in public right-of-way inmediately prior to the relocation, purchaser will pay the cost of the process.  SECTION 2. The purchaser risk of the control of the public right-of-way and all disposal process. A position of any inequal lay of the company is public with the City may legally suffer or locar or which may be legally volatiled against the City for or by reason of the treat and occapation of any treet, alloy or public process. A position of the city of the purchaser, purchase of the treat is not occapation of any city and the city of the purchaser. It is not to the city of the purchaser is not occapation of any city and all process of the city of the purchaser. It is not to the city of the purchaser is not occapation of any city and give any of the occapation of any city and give any of the occapation of any city and give any of the occapation of any city and purchaser. It is not only the purchaser in writing thereof, and the purchaser is the city or adjoining toming the purchaser in writing thereof, and the purchaser is the city of the purchaser in the city or adjoining toming in the purchaser in writing thereof, and the purchaser provided for in Section 9 sheing in consideration of the city of the purchaser and the city of the purchaser is an interest on the city of the purchaser in the purchaser is an interest on the city of the purchaser in the purchaser is an interest on a reasonable return upon the interestinent regulation of the city of the purchaser.  SECTION 5. The purchaser shall have the right to make and enforce reasonable rules and regulation accessary to the purchaser.  SECTION 5. The purchaser shall have the right to make and enforce reasonable rules and regulation accessary to the purchaser.  SECTION 5. The purchaser shall have the right to make and enforce reasonable rules and regulation in the City, rates that are reasonable and that are subject to regulation by the purchaser is an interest to the purchaser.  SECTION 5. The	structure or facility has once been erected or placed, in exercise of the autho to another location, the City shall pay the cost of making such relocation; exceptions	ority herein granted, the Bo pt that, if the relocation is m	ard of Commissioners shall order t ade necessary due to widening, regr	he removal of said pole, structure or facility ading or reconstruction of a street or highway
fig., which the City sany [paginy suffer or Insture of which may be [paginy obtained against the City for only reason of the use and occupation of any street, alley, or public ground in the city for the privates present of the privates post and provided and the company of the privates post of the privates and the privates of the privates post of the privates post of the privates post of the privates post of the privates of the privates post of th	and the pole was originally erected in public right-of-way and is in public right-of-way and is in public right-of-way and save harmless the successful save harmless the same save harmless the save harmless the same save harmless the	ight-of-way immediately p he City from any and all dan	rior to the relocation, purchaser wi nages, judgments, decrees, costs an	Il pay the cost of the relocation.  d expenses, including a reasonable attorney's
reade or mit brought against the City for damages alleged to have been sustained by reason of the occupation of any street, alley, or proble grotted or exported or exported and interest, and the presentates in betty growth on the print interest, the City was the defending such study, in the sense of the City.  For the City of th	fee, which the City may legally suffer or incur or which may be legally obtain	ined against the City for or	by reason of the use and occupatio	n of any street, alley, or public ground in the
sech mit, in the same of the City.  SECTION 3. The City way not impose upon or exact from the purchaser any foe, compensation or remomention of any kind, or impose upon the purchaser any obligation, for the purchaser's engaging in the City or adjoining tentiony in the sale and distribution of electrical energy, the pyromatis provided for in Section 9 being in consideration of the right and privileges tention grassed including those with seasot to the street, always and public promote within the City.  SECTION 4. The purchaser shall be the right to thanks and enforce rearousable rules and gragations and control of its buriness and shall be seen the right to charge for electrical energy supplied within the City, rates that are exaconable and that are subject to regulation by the Kentucky Public Service Commission.  SECTION 7. This franchise and all rights and privileges granted bereunder shall be read to the purchaser.  SECTION 8. The purchaser shall have the right to charge for electrical energy supplied within the City, rates that are exaconable and that are subject to regulation by the Kentucky Public Service Commission.  SECTION 8. The 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 satigns of the purchaser.  SECTION 9. As additional consideration for the great 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 great of this franchise in 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 satigns of the purchaser.  SECTION 9. As additional consideration for the great of this franchise, the purchaser with purchaser, or and after the date when the pract of this franchise in the word "purchaser, and and purchaser the purchaser and and the purchaser and purchaser.  SECTION 9. As additional con	made or suit brought against the City for damages alleged to have been sust:	ained by reason of the occu	pation of any street, alley, or public	e ground or exercise of any privileges herein
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 being jasteed including those with response to the streets, alleger and probleg prounds within the City.  SECTION 4. The purchaser shall have the right to make and enforce reasonable rules and match of the proper conduct of its business and protection of its Section 9. SECTION 5. The purchaser shall have the right to charge for electrical energy supplied within the City, mater that are reasonable sould had are rubbject to regulation by the Kentocky Public Service Commission.  SECTION 7. This franchise and all rights and privileges granted bereunder shall be in full force and effect for a portion of twenty (20) years from and after the date when this transchise in granted to the purchaser.  SECTION 8. The products of the purchaser.  SECTION 8. The inhanchise may be transferred by the purchaser and the word "porchasers" whenever used in this franchise shall include and be taken to mean and apply also to all the mocestors and surigas 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 weekered by the purchaser, on and after the date when the grace of this franchise becomes effortive, from electric service readered within the corporate limits of the City to customers applied under residential and commercial revenue classifications are sowed from the purchaser system of accessing and reported to the Kentucky Public Services reactived by the purchaser, on and after the date when the grace of this franchise becomes effortive, from electric service readered within the corporate limits of the City to customers applied under residential and commercial revenue classifications are sowed from the purchaser and administrative purchasers and administrative purchasers and administrative purchasers and administrati	such suit, in the name of the City.		•	
SECTION 4. The purchaser shall texted the electric light or power lines and funtal additional equipment whenever there is assured to lift from additional business to be derived therefrom a reasonable return upon the invertigent expended to limital society. 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 7. The franchise has all rights and privileges granted bersunder 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 day by the transferred by the purchaser and the word "porchaser" whenever used in this franchise shall include and be taken to mean and apply all to limit franchise they prochaser.  SECTION 7. This franchise day prochaser and the word "porchaser" whenever used in this franchise shall include and be taken to mean and apply all to limit franchise they prochaser.  SECTION 8. As additional consideration for the great of this franchise, the prochaser will pay to the City a turn orquit of 3% of the great remove received by the purchaser.  SECTION 9. As additional consideration for the great of this franchise, the prochaser will pay to the City a turn orquit of 3% of the great remove received by the prochaser.  SECTION 9. As additional, an another interest to the composite of the switch of the great of this franchise is the prochaser will pay to the City a turn orquit of 3% of the great remove received by the prochaser. As a state of the composite of the great of this franchise is the effect shall be composed on the base of revenues received during such particles of the City for a portion of a calendar quaster, and during such quaster, and payment shall be composed on the base of revenues received during such particles of the payment and the prochaser is the prochaser of the payment and the prochaser is a possible to refuse the prochaser of the payment and the prochaser is a such	for the purchaser's engaging in the City or adjoining territory in the sale and	distribution of electrical en	ergy, the payments provided for in	Section 9 being in consideration of the rights
SECTION 5. The purchaser shall have the right to charge for electrical energy supplied within the City, rates that are reasonable and that are related to regulation by the Kentocky Public Service Commission.  SECTION 7. This franchize 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 franchize is granted to the purchaser.  SECTION 8. This franchize 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 franchizes.  SECTION 8. This franchize and it rights and privileges granted hereunders shall be in full force and effect for a period of twenty (20) years from and after the date when the grant of this franchizes.  SECTION 9. As additional consideration for the grant of this franchize, 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 franchize because effective, from electric service rendered within the corporate limit 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 Kentocky Public Service Commission. The amount payable to the City for each full calcularized granter, and be after in the standard prevenue received during a both postino of a calendar quester at the commencement or termination of the term of this franchize shall be computed on the basis of revenues received during a both portion of a calendar quester, and all be payable to the commencement is made. If any amount paid pursuant to the provisions of this Section 9 is stated by portchaser, the City shall repeat or because with the project or church by purchaser, and I say paid of the previous contractions of the commencement is made. If any amount paid pursuant to the provisions of this section 9 is stated by portchaser, the City and the commencement o	SECTION 4. The purchaser shall extend its electric light or power	er lines and install additional	equipment whenever there is assur	ed to it from additional business to be derived
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 Kentocky Philics Service Commission.  SECTION 7. This franchine is grated to the purchaser.  SECTION 8. This franchine is grated to the purchaser.  SECTION 8. This franchine is grated to the purchaser.  SECTION 8. 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 sectived by the purchaser, on and after the date when the great of this irranchine is franchine in the convent 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 sectived by the purchaser, on and after the date when the great of this franchise to the convent of the convent in the convent of the convent of the purchaser, on and after the date when the great of thing which this franchise is the first chall be computed on the basis of revenue indications, 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 quanter and payment shall be made within 60 days after dose of the quanter, 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 that part on revenues which are publice to within 3 by purchaser, and If any part on revenues which are publice to within 3 by purchaser, and If any part on revenues which are publice to within 3 by purchaser, and If any part of such revenues the control of the payment and the hereafter is required to be transfered by a state of the termination of the carrier impored, the amount payable moder this section shall be payable only to the extent that it exceeds the man of all such taxes, charges or feet. The Public Service Commission of Kentucky has a payment and the p		aforce reasonable rules and	regulations necessary to the prope	conduct of its business and protection of its
SECTION 7. This franchise and all rights and privileges granted bereunder shall be in full force and effect for a period of twenty (20) years from and after the date when this franchise in granted to the purchaser.  SECTION 9. 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 statistical pain of the purchaser.  SECTION 9. As additional consideration for the grant of this franchise.  SECTION 9. As additional consideration for the grant of this franchise is an event or classification, as now defined in the purchaser's system of accounts and reported to the Kentacky Public Service Commission. The amount payable to the City or can define the date when the grant of this franchise is in the franchise in the franchise is an advanced to the purchaser. The franchise of such payment, to be based in whole or in part on revenues which are roblect to refund by punchaser, and if any part of such revenues required to be refunded to punches. The franchise is an advanced to the city who are the franchise and the franchise is an advanced to the city who are the franchise and the franchise is an advanced to the city who are the franchise and the franchise is an advanced to the city who are the franchise and the franchise and the franchise and the franchise of the payment of the franchise and the franchise is an advanced to the franchise and the franchise is an advanced	SECTION 6. The purchaser shall have the right to charge fore	lectrical energy supplied w	ithin the City, rates that are reason	able and that are subject to regulation by the
SECTION 8. This franchise may be transferred by the porchaser and the word "porchaser" whenever used in this franchise shall include and be taken to mean and apply also to all the soccessors and satisfage 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 35% of the gross revenue precived by the purchaser, on and after the date when the grant of this franchise in the common common control of the City to contromers applied under residential and commercial revenue classifications, as now defined in the purchaser's system of accounts and reported to the Kentschy Public Service Commission. The amount payable to the City or each fill calendar granter draing which that fill franchise is the infect shall be compared on the basis of revenues received uniter which includes the period for which payment is made. If any amount paid pursuant to the provisions of this Service of the quanter, the amount which may be payable to the City for a portion of a calendar granter, and shall be payable not more than 6 years 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 Service of its service of the purchaser, and it was present and the payment a	SECTION 7. This franchise and all rights and privileges grante	ed hereunder shall be in ful	force and effect for a period of tw	enty (20) years from and after the date when
SECTION 9. As additional consideration for the grant of this franchise, the purchaser will pay to the City a sum equal to 38 of the gross inventor received by the purchaser, on and after the date when the great of this franchise in becomes effective, from electric service received within the composition of the commencement of termination. The amount payable to the City for each fill calendar quaster during which this franchise is in effect shall be composed on the basis of revenues received during such quaster, and payment shall be made within 60 days after close of the quaster; the amount which may be payable to the City for a portion of a calendar quaster at the commencement of termination of the term of this franchise shall be composed on the basis of revenues received during such portion of a calendar quaster, and that the provision of the period for which payment is a made. If any amount paid pursuant to the provisions of this Section 9 is studed by purchaser, as first the period for which payment is made. If any amount paid pursuant to the provisions of 15 is studed by purchaser, as first payment, to be based in whole or in past on revenues which are subject to refund by purchaser, and if any past of such revenues the student of the period for which payment is made. If any mount paid pursuant to the provisions of the requirement of the payment to be refunded, to the requirement of the payment to the cale of the payment to the provision of the payment and be based in whole or in past on revenues which are student by purchaser, and if any past of such that payments much be such as a payable only to the section shall be payable only to the extent that it exceeds the sum of all such taxes, charge or fee except advolorms taxes be now or hereafter imposed, the amount payable under this section of shall be payable only to the section shall be payable only to the sect	SECTION 8. This franchise may be transferred by the purchas	er and the word "purchase	"whenever used in this franchise	shall include and be taken to mean and apply
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 fire in effect shall be computed on the basis of revenues received during such postion of a calendar quanter at the commencement or termination of the term of this franchise is the inference of the computed on the basis of revenues received during such postion of a calendar quanter at the commencement or termination of the term of this franchise that of the postion of a calendar quanter at the commencement or termination of the term of this franchise that of the postion of the payable of	SECTION 9. As additional consideration for the grant of this fra			
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 such as 60 days after the termination of the quarter which includes the petiod for which payment is made. If any amount paid pursuant to the provisions of this Section 9 is stated by purchaser, as the time of such payment, to be based in whole or in part on revenues which are subject to refund by purchaser, the City shall repay to purchaser that part of the payment made hereunder based upon such revenues thereafter is required to refunded by purchaser, the City shall repay to purchaser that part of the payment made hereunder based upon such revenues thereafter is required to refunded by purchaser, the City shall repay to purchaser that are a state of the there are a state of the payment such as these to the City above provided for are to be recovered as charges to customers served within the involved firanchise area, and that such charges are to be listed as separate times on such customers biblis. The City recognizes that the purchaser is subject to the provision of statutes heretofor or hereafter eneacted by the General Assembly of the Commonwealth of Kentacky including statutes prescribing the regulatory jurisdiction of the Kentacky Public Service Commission, and to such Commission's exercise of such jurisdiction, and could become subject to repay and the subject to the provisions of the franchise rate payments and to their race of which provisions of this Section 9 shall be deemed subject to prohibited by law or regulation, the provisions of this Section 9 shall be deemed subject to the provision of the franchise related hereby, and such remaining provisions of the franchise related the purchaser at any time shall not be permitted to fully recover in its daily payments to the City Provision of the franchise recr	and commercial revenue classifications, as now defined in the purchaser's	system of accounts and re-	ported to the Kentucky Public Serv	ice Commission. The amount payable to the
the petiod 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 robject to refund 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 say license tax, occupational tax or any other tax, charge or feet. 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 centromers served within the involved franchise area, and that such charges are to be litted as separate items on such customers bills. The City recognizes that the purchaser is subject to the provision of statetic heretofor or chereather renacted bythe General Assembly of the Commonwealth of Kentucky including statutes prescribing the regulatory jurisdiction, gain decold become subject to to regulatory jurisdiction of other governmental agencies relative, smooth of the making of the said payments and to their rate of More Theoremson. It is charge, 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 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 no made unlawful or prohibited, but if the purchaser at any time shall not be provisions of this Provisions of this Continue to be of full force and effect. If the making of the said payments is that of the live provisions of this remains the continue to be of full force and effect. If the making of the provisions of this Provision of the provisions of the provision of the provision of the	60 days after close of the quarter; the amount which may be payable to the C	City for a portion of a calend	iar quarter at the commencement or	termination of the term of this franchise shall
of the psyment 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 payments otherwise next becoming due hereunder. Shoold say license its, occupational tax or any other axt, charges or fee except ad valories made and one of the city down on the reactive imposed, the amount psyable under this section shall be psyable 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 ensomers served within the involved franchise area, and that such charges are to be listed as reparate items on such customers bills. The City recognizes that the purchaser is subject to the continuers berefore or hereafter enacted by the General Assembly of the Commonwealth of Kentucky including statutes prescribing the regulatory jurisdiction of these requested in the common of the Commonwealth of Kentucky including statutes prescribing the regulatory jurisdiction of the regulatory jurisdiction of the regulatory including other subjects, to the making of the said payments and to their rate of state of state of 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 the franchise shall continue to be of fall force and effect. If the making of the raid 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 lik customers the purchaser's said psyments to the City, provided for in this Section 9, the purchaser shall have an option to terminate the franchise extention of the stranchise expersely reserves its right under such priving such permission.  SECTION 10. If the purchaser of this franchise expersely receives its instruction of franchise shall conduct th	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 tim	e of such payment, to be based in whole or in
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 renacted 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 jurisdictions, and could be common subject to regulatory jurisdiction of other governmental agencies relative, among other subjects, to the making of the said payments and to their rate of differing the such as a subject to the commission, and to such commission's exercise of such institution, 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 at any time shall not be payments to the City provided for in this Section 9, the purchaser shall have an option to terminate this franchise.  SECTION 10. If the purchaser of this franchise is the bolder of a franchise previoutly granted by the City of Alley Leas and the minated effective upon the effective data of the law, regulatory order denying such permission.  SECTION 11. It shall be the duty of the City Clerk, as soon as practicable after the introduction of this ordinance, to said the rema	of the payment made hereunder based upon such revenues required to be re	funded, such repayment to	be made, at purchaser's option, eith	er on demand or by credit against the payment
to be listed as separate licens 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 Commission, and to such Commission's exercise of such jurisdiction, sind could become subject to regulatory jurisdiction of other governmental agencies relative, among other subjects, to the making of the raid payments and to their rate of the fire intermediate that 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 the franchise created hereby, and such remaining provisions of the franchise recented hereby, and such remaining provisions of the franchise created hereby, and such remaining provisions of the franchise created hereby, and such remaining provisions of the franchise recent of the section of the flanchise created hereby, and such remaining provisions of the franchise is created hereby, and such remaining provisions of the franchise is the continue to be of full force and effect. If the making of the said payments thall 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 at any time shall not be permitted to fully recover in the charges to its customers the purchaser's said payments to the City, provided for in this Section 9, the purchaser at any time shall not be permitted to fully recover in its charges to its customers the purchaser, as a provided for in this Section 9, the purchaser, as a part of its bild for this franchise expressly reserves its rights under such prior franchise purchaser, as a part of its bild 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	the amount payable under this section shall be psyable only to the extent i	that it exceeds the sum of a	Il such taxes, charges or fees. The	Public Service Commission of Kentucky has
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 of other treatment. If the charging, payment or collection of the sums specified in this Section 9 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 lix customers the purchaser's said payments that limited to fully recover in its charges to lix customers the purchaser's 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 lix customers the purchaser's said payments shall not be on made unlawful or prohibited. But if the purchaser are sup time shall not be purchaser as a part of the fully recover in its charges to lix customers the proposate or full such promisers of this franchise expressly reserves its rights under such prior franchise, such prior franchise shall be deemed terminated effective upon the effectiveness of this franchise at the City Hall on some day to 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, 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, to sell at public auction, to the highest and the city Clerk shall receive no bid for less amount that the to	to be listed as separate items on such customers' bills. The City recognizes th	at the purchaser is subject to	the provisions of statutes heretofor	e orhereafter enacted by the General Assembly
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 NICHOLASVILLE, then, unless the purchaser, as a part of its bid for this franchise expressly reserves its rights under such prior franchise, such prior franchises 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 3 nor more than 21 days before the date of sale in the following named newspaper: LEXINGTON HEBRLA LEADER 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 Board. This Board reserves the right to reject any and all bids.  City Clerk  City Clerk  PUBLIC SERVICE	jurisdiction, and could become subject to regulatory jurisdiction of other g	governmental agencies rela	live, among other subjects, to the m	aking of the said payments and to their rate of
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 NICHOLASVILLE, then, unless the purchaser, as a past 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 3 nor more than 21 days before the date of sale in the following named newspaper: LEXINSTON HEARLY LEADS, and in making said sale the City Clerk shall receive no bid for less amount that the total expense connected with making of said sale including the cost of advertising, and shall report these actions hereunder at a subsequent meeting of this Board. This Board reserves the right to reject any and all bids.  ATTEST:  (Signature) City Clerk  DIABAGA  TARIFF BRANGEH  PUBLIC SERVICE	provisions of this Section 9 shall be deemed separable from the remainde	er of the provisions of this	Ordinance and of the franchise crea	ated hereby, and such remaining provisions of
SECTION 10. If the purchaser of this franchise is the holder of a franchise previously granted by the City of NICHOLASVILLE, 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: LEXINGTON HERALD LEADER 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 Board. This Board reserves the right to reject any and all bids.  ATTEST:  (Signature) City Clerk  (Signature) IARIFF BINASACH  RECEIVED  10/18/2012  PUBLIC SERVICE	permitted to fully recover in its charges to its customers the purchaser's s	aid payments to the City, p	rovided for in this Section 9, the p	d, but if the purchaser at any time shall not be urchaser shall have an option to terminate this
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 3 nor more than 21 days before the date of sale in the following named newspaper: LEXINSTON HERRLD LEADER 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 Board. This Board reserves the right to reject any and all bids.  ATTEST:  (Signature) City Clerk  KUF-17-89Q-43C  RECEIVED  10/18/2012  PUBLIC SERVICE	SECTION 10. If the purchaser of this franchise is the holde	er of a franchise previousl	granted by the City of <u>NIC</u>	HOLASVILLE, then, unless the
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: LEXINGTON HERALD LEADER 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 Rosrd. This Board reserves the right to reject any and all bids.  ATTEST: (Signature) City Clerk  KUF-17-89Q-43C  KUF-17-89Q-43C  PUBLIC SERVICE	of this franchise.	-		
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 Board. This Board reserves the right to reject any and all bids.  ATTEST:  (Signature)  City Clerk  PECEIVED  10/18/2012  PUBLIC SERVICE	the within franchise at the City Hail on some day to be fixed by the City	Clerk after advertising the	proposed ordinance and the time a	nd place of sale thereof at least once on a date
ATTEST: Signature) City Clerk Signature) TARIFF BIMANGEH RECEIVED  10/18/2012  PUBLIC SERVICE	the City Clerk shall receive no bid for less amount that the total expense co	nnected with the making of	said sale including the cost of adve	-D CEADE A and in making said sale rtising, and shall report these actions hereunder
RECEIVED  KUF-17-89Q-43C  10/18/2012  PUBLIC SERVICE	at a subsequent meeting of this Board. This Board reserves the right to	reject any and all bids.		
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PUBLIC SERVICE	(Signature) City Clerk		(Sign <b>ātu</b> r	
	KUF-17-89Q-43C			10/18/2012
				PUBLIC SERVICE
OF KENTUCKY				COMMISSION