

| The following is a true and correct copy of an ordinance enacted on   | the 9th day of               |  |  | , 19 <u>94</u>                                   | , by the City     |
|---|------------------------------|--|--|--|-------------------|
| Council of <u>Uniontown</u>   | , Kentucky, creating an      | d defining an elect                          | ric franchise, the p                         | urchaser and grantee                             | of which was      |
| Kentucky Utilities Company.   |                              | _  |  |  |                   |
|   | $\mathcal{E}$                | 1  |  |  |                   |
| Dated:5/9/94  | (Signature)                  | - W 5  | وردرو  |  |                   |
|   | (Signature)                  |  | City Cle                                     | rk   |                   |
|   | Ulnio                        | ntown  |  |  | , Kentucky        |
|   | (City)                       |  |  |  | _ ,,              |
|   |                              |  |  |  |                   |
|   |                              |  |  |  |                   |
|   |                              |  |  |  |                   |
|   | AN ORDINANCE                 |  |  |  |                   |
| ITATE ON TO A TO  |                              | TT   | NT ON  | COLDANIA   | CONTRACTOR        |
| BE IT ORDAINED BY THE CITY OF UNIONTOWN SECTION 1. That KENTUCKY UTILITIES COM  | ADANIV ,                     |  | NION   | , COUNTY, I<br>ranchise, or its legal re         |                   |
| SECTION 1. That <u>KENTUCKY UTILITIES CON</u><br>successors, and assigns, hereinafter called the "purchaser," be, and is, subject to                                  |                              |  |  |  |                   |
| maintain and operate in and through this City, a system or works for the general  | tion, transmission and distr | ibution of electrical                        | energy from points                           | either within or withou                          | it 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, exc                         | epting only those are                        | as or parts included wit                         | hin a franchise   |
| heretofore granted by the City to $X = -X = -X = -X = -X = -X$ corporations and municipalities beyond the limits thereof, and for the sale of sa                      | me for light, heat, power a  | ectric Cooperative                           | Corporation, and it                          | om and inrough inis C<br>to erect and maintain i | ooles and other   |
| structures, wires and other apparatus necessary or convenient for the operation   | of said system in, upon, a   | cross, under, and al                         | ong each and all of t                        | he streets, alleys and p                         | sublic grounds,   |
| within the present and future corporate limits of this City; to have and hold, as   | by law authorized, any and   | l all real estate, case                      | ments, water and otl                         | her rights necessary or                          | convenient for    |
| said purpose; to use any and all such streets, alleys and public grounds while co   |                              |  |  |  |                   |
| City for the purpose of constructing, maintaining or extending such poles, wir<br>in and through this City. Such right to maintain shall include the right to remove  |                              |  |  |  |                   |
| structure or facility has once been erected or placed, in exercise of the authority he  |                              |  |  |  |                   |
| the City shall pay the cost of making such relocation; except that, if the relocation   | tion is made necessary due   | to widening, regra                           | ding or reconstruction                       | on of a street or highwa                         |                   |
| was originally erected in public right-of-way and is in public right-of-way im  | nediately prior to the reloc | cation, purchaser wi                         | ll pay the cost of the                       | e relocation.                                    | ahla attomaule    |
| SECTION 2. The purchaser shall indemnify, and save harmless the fee, which the City may legally suffer or incur or which may be legally obtained                      | Lity from any and all dama.  | ges, juagments, acc<br>v reason of the use a | rees, costs and exper<br>nd occupation of an | v street, allev, or publi                        | c ground in the   |
| City by the purchaser, pursuant to the terms of this franchise, or legally resulti  | ng from the exercise by th   | e purchaser of any                           | of the privileges her                        | ein granted; and, if any                         | claim shall be    |
| made or suit brought against the City for damages alleged to have been sustain  | ed by reason of the occupa   | tion of any street, a                        | lley, or public groun                        | nd or exercise of any pr                         | rivileges herein  |
| granted, by the purchaser, the City shall immediately notify the purchaser in w   | riting thereof, and the pun  | chaser is hereby giv                         | en the right and priv                        | /ilege to defend or assi                         | st in defending   |
| such suit, in the name of the City.  SECTION 3. The City may not impose upon or exact from the pure   | haser any fee, compensation  | on or remuneration                           | of any kind, or impo                         | se upon the purchaser                            | any obligation.   |
| for the purchaser's engaging in the City or adjoining territory in the sale and dis   |                              |  |  |  |                   |
| and privileges herein granted including those with respect to the streets, alleys   | s and public grounds withi   | n the City.                                  |  |  |                   |
| SECTION 4. The purchaser shall extend its electric light or power li  |                              | pripment whenever                            | there is assured to it:                      | from additional busines                          | ss to be derived  |
| therefrom a reasonable return upon the investment required to install such ext<br>SECTION 5. The purchaser shall have the right to make and enfor                     |                              | pulations necessary                          | to the proper condu                          | ct of its business and r                         | protection of its |
| property.   |                              | ,,   |  |  |                   |
| SECTION 6. The purchaser shall have the right to charge for elec  | trical energy supplied with  | in the City, rates th                        | at are reasonable an                         | d that are subject to re                         | gulation by the   |
| Kentucky Public Service Commission.  SECTION 7. This franchise and all rights and privileges granted by   | romandor shall be in full fo | and offers for a                             | mariad of treater (2                         | (A) suppose from and office                      | e tha data when   |
| this franchise is granted to the purchaser.   | ereunder shan de in tan it   | rce and effect for a                         | period of twenty (2                          | o) years from and after                          | the date when     |
| SECTION 8. This franchise may be transferred by the purchaser a   | md the word "purchaser" v    | whenever used in th                          | is franchise shall inc                       | clude and be taken to n                          | nean and apply    |
| also to all the successors and assigns of the purchaser.  |                              |  |  |  |                   |
| SECTION 9. As additional consideration for the grant of this franci   |                              |  |  |  |                   |
| on and after the date when the grant of this franchise becomes effective, from<br>and commercial revenue classifications, as now defined in the purchaser's sys       |                              |  |  |  |                   |
| City for each full calendar year during which this franchise is in effect shall be  |                              | •  |  |  |                   |
| payment shall be made on or prior to March 1st next following such December   |                              |  |  |  |                   |
| or termination of the term of this franchise shall be computed on the basis of re   |                              |  |  |  |                   |
| the termination of the calendar year which includes the period for which paym<br>time of such payment, to be based in whole or in part on revenues which are:         |                              |  |  |  |                   |
| purchaser, the City shall repay to purchaser that part of the payment made hereu  |                              |  |  |  |                   |
| either on demand or by credit against the payment or payments otherwise next  | becoming due hereunder.      | Should any license                           | ax, occupational tax                         | c or any other tax, charg                        | ge or fee except  |
| ad valorem taxes be now or hereafter imposed, the amount payable under this   |                              |  |  |  |                   |
| Public Service Commission of Kentucky has directed that payments such as the<br>franchise area, and that such charges are to be listed as separate items on such of   | -                            |  | _  |  |                   |
| or hereafter enacted by the General Assembly of the Commonwealth of Kentuc  |                              |  | •  | -  |                   |
| and to such Commission's exercise of such jurisdiction, and could become subje  |                              |  |  |  |                   |
| of the said payments and to their rate or other treatment. If the charging, payments  |                              | -  | • •  | •  |                   |
| or prohibited by law or regulation, the provisions of this Section 9 shall be deer  |                              |  |  |  |                   |
| and such remaining provisions of the franchise shall continue to be of full for<br>surchaser at any time shall not be permitted to fully recover in its charges to it |                              |  |  |  |                   |
| have an option to terminate this franchise, effective upon the effective date of  |                              |  |  |  | F-1-11-mor mini   |
| SECTION 10. If the purchaser of this franchise is the holder of   |                              |  |  |  | hen, unless the   |
| surchaser, as a part of its bid for this franchise expressly reserves its rights und  | er such prior franchise, suc | ch prior franchise sh                        | all be deemed termi                          | nated effective upon th                          | ie effectiveness  |
| of this franchise.  SECTION 11. It shall be the duty of the City Clerk, as soon as pro-   | acticable after the introduc | tion of this ordinan                         | e to sell at public a                        | nction to the highest a                          | and best bidder   |
| he within franchise at the City Hall on some day to be fixed by the City Cler   | k after advertising the prop | posed ordinance and                          | d the time and place                         |  |                   |
| not less than 8 nor more than 21 days before the date of sale in the following  |                              |  |  |  | naking said sale  |
| he City Clerk shall receive no bid for less amount that the total expense connec  |                              | sale including the                           | cost of advertising, a                       | nd shall report these ac                         | tions hereunder   |
| at a subsequent meeting of this Council. This Council reserves the right to n   | sject any and an blus.       | _  |  |  |                   |
|   |                              | (  |  |  |                   |
| C 'V  |                              | 1/4  | A  | (11  |                   |
| ITTEST. Cox So William  |                              | 1/20   | ma - and                                     | 1/1/1 -  | n -               |
| (Signature) City Clerk  |                              | - ung  | (Signature)                                  | TARIFIG: BAR                                     | ANCH              |
| Cong Cion   |                              | U  | (garden-ey                                   |  |                   |
|   |                              |  |  | KEUEI  | VLU               |
|   |                              |  |  |  |                   |
| (UF-17-89A-42C  |                              |  |  | 10/18/2  | 012               |

PUBLIC SERVICE COMMISSION OF KENTUCKY