

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT made and entered into this 29th day of April, 2016, by and between the **CITY OF BERE**A, a municipal corporation and political subdivision of the Commonwealth of Kentucky (hereinafter "Berea"), and **DELTA NATURAL GAS COMPANY, INC.**, a corporation created and existing under and by virtue of the laws of the Commonwealth of Kentucky, with its principal office at 3617 Lexington Road, Winchester, Ky. 40391 (hereinafter "Delta").

WITNESSETH:

WHEREAS, by Ordinance No. 13-15 adopted October 29, 2015, Berea provided for the creation and sale of a non-exclusive franchise, for an initial term of twenty (20) years for the transmission, distribution and sale of natural gas with in the public-rights-of-way in the City of Berea.

WHEREAS, Ordinance No. 13-15 authorized the advertising for bids on said franchise, and Delta submitted a timely bid to acquire said franchise; and

WHEREAS, by Ordinance No. 03-16 adopted January 28, 2016, Berea accepted the bid of Delta to acquire said franchise; and

WHEREAS, Berea and Delta have entered into this Franchise Agreement to memorialize the sale by Berea to Delta of said franchise subject to the terms and conditions reflected in Ordinance No. 13-15 and Ordinance No. 03-16.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of which are hereby acknowledged, Berea and Delta



hereby agree to incorporate the foregoing recitals as if fully set forth herein and further agree as follows:

1. Ordinance No. 13-15, which is attached hereto as Exhibit "A", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

2. The bid of Delta for said franchise, which is attached hereto as Exhibit "B", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Ordinance No. 03-16, which is attached hereto as Exhibit "C", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

4. Berea has granted unto Delta a non-exclusive franchise, for a term of twenty (20) years, for the transmission, distribution and sale of natural gas within the public-right-of-way within the corporate boundaries of Berea subject to the provisions of Ordinance No. 13-15 and Ordinance No. 03-16.

5. The franchise memorialized in this Franchise Agreement shall commence January 1, 2016, and shall expire as provided in the terms and provisions of Ordinance No.03-16.

6. Delta does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of said franchise as memorialized in this Agreement, and further to faithfully perform all acts required of it as the purchaser of said franchise.

7. This Franchise Agreement memorializes the agreement between the parties contained and embodied in Ordinance No. 13-15 and Ordinance No. 03-16 and shall be binding upon and inure to the benefit of the respective successors in interest to the parties hereto.



IN WITNESS WHEREOF, Berea and Delta have executed this Franchise Agreement as their free and voluntary act and deed effective as of the day and year first above written.

CITY OF BEREA

BY: [Signature]
MAYOR

ATTEST:

[Signature: Cheryl Chasteen]
CITY CLERK

DELTA NATURAL GAS COMPANY, INC.

BY: [Signature: John B. Brown]
John B. Brown
Chief Operating Officer, Treasurer & Secretary

STATE OF KENTUCKY)
)
COUNTY OF Clark)

The foregoing Franchise Agreement was subscribed, sworn to and acknowledged before me by John B. Brown, as Chief Operating Officer, Treasurer & Secretary of Delta Natural Gas Company, Inc., on this the 13th day of July 2016.

My commission expires: 6/20/2020

[Signature: Emily P. Bennett]
NOTARY PUBLIC
KENTUCKY, STATE-AT-LARGE

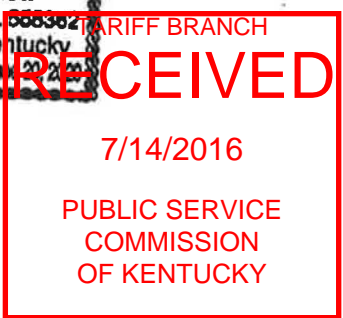


Exhibit List

- A Ordinance No. 13-15
- B Bid
- C Ordinance No. 03-16



ORDINANCE # 13 - 15

AN ORDINANCE OF THE CITY OF BEREA, KENTUCKY, AMENDING ORDINANCE NO.9-94, PROVIDING FOR THE CREATION OF A FRANCHISE FOR THE OPERATION & MAINTENANCE OF A NATURAL, MANUFACTURED, AND/OR MIXED, GAS DISTRIBUTION SYSTEM WITHIN THE CITY OF BEREA, KENTUCKY, DEFINING THE TERMS AND CONDITIONS THEREOF AND PROVIDED FOR A BID PROCEDURE THEREFOR.

WHEREAS, pursuant to Ordinance No. 9-94, the City of Berea created a non-exclusive natural gas distribution system franchise, pursuant to Kentucky Constitution Section 163 and KRS 96.010, within the City of Berea, Kentucky, and requested bids therefor; and

WHEREAS, Delta Natural Gas Company, Inc. (Delta) submitted a bid and was granted a franchise in Ordinance 18-94; and

WHEREAS, the Delta's franchise for a natural gas distribution system within the corporate limits of the City of Berea, Kentucky, has expired; and

WHEREAS, the City desires to ensure that natural gas distribution services continue to be furnished to its citizens in a reliable and efficient manner; and

WHEREAS, the City desires to amend Ordinance No. 9-94 to update the provisions therefor, and to provide for the sale of natural gas distribution system franchise;

NOW, THEREFORE, be it ordained by the City Council of the City of Berea, Kentucky as follows:

SECTION I

RESTATEMENT FRANCHISE. The franchise created by Ordinance 9-94 is hereby restated to grant the right, privilege and franchise for furnishing and to furnish to the City of Berea, Kentucky, and to its citizens, residents, and industries, and to operate and maintain, a natural gas distribution system, by one or more persons, companies, or corporations, or other entities capable and willing to provide such service by and through a non-exclusive franchise, and such franchisee shall be granted the right to go upon or under the streets, alleys, or other public ways or places of the City, to lay, maintain, operate and remove gas mains, pipelines, feeders, or any other appurtenances necessary to operate and maintain a gas transmission system. This franchise, granted herein by the City, shall not be exclusive and the City reserves the



right to grant a similar franchise to any other person or entity at any time. Any franchise granted hereunder shall be extended to newly annexed territory upon the same terms and conditions herein, subject to approval of the state regulatory authorities is applicable.

SECTION II

TERMS OF FRANCHISE. The franchise hereby created shall be for a set term of twenty (20) years from and after the date the same shall become effective, but is not exclusive, and the City reserves the right to sell similar franchises to others. This franchise shall not restrict in any manner the right of the City of Berea in the exercise of any regulatory power which it now has or which may hereafter be authorized or permitted by law.

SECTION III

OPERATION AND MAINTENANCE. When the franchisee shall enter upon any street for the purpose of constructing, erecting, operating, maintaining, and/or removing equipment and apparatus, it shall prosecute the work, at its own cost and expense, with due diligence and shall dig and close up all trenches and exposed places as rapidly as possible, and shall leave the streets in reasonably the same conditions as prior to its entry. All such repairs shall be maintained by the franchisee for one (1) year in as good condition as the remainder of said street. In the event the franchisee fails, refuses, or neglects to comply with the above provisions, the City shall have the right, after notice in writing having first been given to the franchisee or any officer or agent representing it, to do said work or make said repairs, and the cost and expense thereof shall be paid to the City by the franchisee within thirty (30) days from the date on which an itemized bill is presented to the franchisee.

In the construction, reconstruction, maintenance, or removal of any of said equipment and apparatus, the franchisee shall due regard for the rights of the City and others, and shall avoid interference with and injury to the property of the City or others. The franchisee shall comply with all the laws of the Commonwealth of Kentucky and ordinances of the City as to placing lights, danger signals, or warning signs. Such work by the franchisee shall be done in a workmanlike manner and so as not to unnecessarily interfere with public use of any of said streets.

SECTION IV

FRANCHISE REQUIREMENTS. In addition to any other franchise requirements hereunder or made or adopted herein as provided, the following requirements shall apply to any franchise granted hereunder:



a) Franchise fee - In consideration of the granting and exercise of the franchise herein, and in further consideration of the grant to the Franchisee the right to make use of the public streets, alleys, or other public ways in the City, since such public properties are valuable properties acquired and maintained at great expense to the taxpayers of the City, and the grant to Franchisee of the right to use same is a valuable property right without which the Franchisee would be required to invest substantial capital in right of way costs and acquisitions, Franchisee shall pay to the City during the entire life of the franchise a sum equal to three percent (3%) of the franchisee=s gross revenues received from collection and disposal services generated within the corporate limits, to be paid as set out in the Contract.

b) Any franchise payments to the City by Franchisee shall not be *in lieu* of any occupational, income, license, or property tax, or similar levy, assessment, fee or charge which would otherwise apply to be payable by Franchisee.

c) Upon acceptance of such franchise, Franchisee shall file with the City Clerk of the City of Berea, Kentucky, and shall thereafter during the entire term of such franchise, maintain in full force and effect a Comprehensive General Liability Insurance policy with limits of not less than \$1,000,000.00 each occurrence and \$3,000,000.00 aggregate, for both bodily injury and property damage, and which shall insure Franchisee, and shall provide primary coverage for the City, its officers, boards, commissions, agents, and employees against liability for loss or damage occasioned by any activity or operation of Franchisee under such franchise and which shall contain and include a standard cross-liability endorsement thereto.

d) Franchisee shall indemnify and hold harmless, the City of Berea, Kentucky, its officers, boards, commissions, agents, and employees, against and from any and all claims, demands, causes of actions, actions, suits, proceedings, damages, costs or liabilities (including costs or liabilities of the City with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damage to persons or property, and regardless of the merit of any of the same, against all liability to others, and against any loss, costs, and expense resulting or arising out of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem expense, traveling and transportation expense, or other costs or expense arising out of or pertaining to actions of Franchisee in the exercise or the enjoyment of any privilege hereunder by Franchisee, of the granting thereof by the City.

e) Defense of litigation. Franchisee shall, at its sole risk and expense, upon demand of the City made by and through the City Attorney, appear in and defend any and all suits, actions, or other legal proceedings, whether judicial, quasi-judicial, administrative, legislative, or otherwise, brought or institute or had by third person or duly constituted authorities, against or affecting the City, its officers, boards, commissions, agents, or employees, and arising out of or pertaining to action of Franchisee in the exercise or the enjoyment of such franchise, or the granting thereof by the City.



Franchisee shall pay, and satisfy, and shall cause to be paid and satisfied any judgment, decree, order, directive, or demand rendered, made, or issued against Franchisee, the City, its officers, boards, commissions, agents, or employees in any of these premise, and such indemnity shall exist and continue without reference to or limitation by the amount of any bond, policy of insurance, deposit, undertaking, or other assurance required hereunder, or otherwise; provided, that neither Franchisee nor City shall make or enter into any compromise or settlement of any claim, demand, cause of action, action, suit or other proceeding, without first obtaining the written consent of the other.

f) Franchisee shall abide by all provisions of this franchise, and shall further agree that it will not, at any future time, set up as against the City the claim that the provisions of this franchise are unreasonable, arbitrary or void.

SECTION V

The purchaser or purchasers of any franchise created hereby shall have the right to break, take up and remove such portion or part of any pavement to make such excavation in the streets and public ways of the City as may be deemed necessary to provide the service so franchises hereby; provided, however, that any such work first be properly approved pursuant to Chapter 20 of the Berea City Code, and further provided that any such work or project so commenced by franchisee hereunder be promptly and diligently prosecuted to completion and upon such completion the streets, alleys, sidewalks and public ways of the City shall exist in as good condition and repair as before such work was commenced, pursuant to Chapter 20 of the Berea City Code. Further, the franchisee shall, upon request by the City, move and adjust any of its facilities or properties as shall be located on City property on right of way at its own expense, during construction or reconstruction of the improvements on such property or right-of-way, and such movement or adjustment shall be accomplished within thirty (30) days after request by the City; provided, however, if franchisee shall not be able to accomplish such movement or adjustment within said time period, franchisee shall notify the City of the reason that compliance will be delayed, and will thereafter effect compliance as soon as practicable. In the event of non-compliance with the foregoing, the franchisee shall be liable to the City or the contractor, as the case may be, for damages for delay in construction occasioned thereby.

SECTION VI

The consideration paid by franchisee hereunder shall be the full and complete consideration for the franchise, privilege and right granted by the City of Berea, and shall be expressly in lieu of any street or alley rental or of any charge for the use or occupancy of said streets, alleys, or public places in the City.



SECTION VII

The franchise created hereby shall not be transferred, assigned, nor delegated without the written consent of the City.

SECTION VIII

It shall be duty of the Mayor as soon as practical after the passage of this ordinance to offer for sale at public auction the franchise and privileges involved herein. Said franchise shall be sold to the best available bidder on the ~~16th~~ day of December, 2015, at 6:30pm o'clock. The City Clerk shall give notice by advertising pursuant to KRS Chapter 424 for request for bids and the time for receipt of same. Any utility subject to the terms and provisions of this ordinance may provide for in its bid any special or extraordinary matters or circumstances which relate or apply to its particular business; all subject, however to the right of rejection of any such bid by the City of Berea.

After the time set for receipt of bids hereunder, the Mayor shall report and submit to the City Council at the time of its next regular meeting the bids and proposals for its approval. The City Council reserves the right for and on behalf of the City to reject any and all bid for said franchises and privileges, and the City Council may direct by resolution or ordinance said franchise or franchises to be again offered for sale from time to time until a satisfactory bid or bids shall be received and approved. Each such bid shall be accompanied by a deposit and each bidder shall post bond in accordance with the provisions of KRS 96.020; provided, however, that such deposit and bond need not be made by any bidder which owns and operates an existing natural gas transmission and distribution system within the corporate limits of the City, the plant and equipment sufficient to render the service or services required by this ordinance.

SECTION IX

In the event that no bids are received for the franchise hereunder, or in the event that the City does not accept any bids received hereunder, then beginning on the ~~16th~~ day of December, 2015, and continuing thereafter until modified by ordinance, each and every person or corporation engaged in operating a natural gas transmission and distribution system within the corporate limits of the City of Berea which does not hold a valid current franchise from the City of Berea to operate within the corporate limits shall have imposed upon it the terms, conditions, and payment of franchise fees set out hereunder, for the right, power and privilege of engaging and operating its respective business within the corporate limits and the right, power and privilege of using the streets, alleys, and other public ways or places in the City for and on behalf of the operation of its business.



SECTION X

Any utility, agency, or other entity providing services herein contemplated which is owned and operate by the City or a subordinate agency thereof is excluded from the terms and provisions hereof.

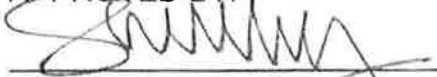
SECTION XI

All ordinances or parts of ordinances in conflict herewith are repealed. This ordinance shall be published according to law.

FIRST READING: October 6, 2015.

SECOND READING AND ENACTMENT: October 20, 2015.

APPROVED BY:

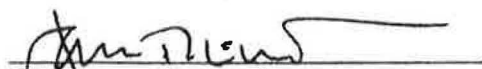

Steven Connelly, Mayor

ATTEST:


Clerk of the City Council

Published this 29th day of October, 2015.

PREPARED BY:


Corporate Counsel





CITY OF BEREA

CITY ADMINISTRATORS OFFICE

STEVEN CONNELLY
MAYOR

212 CHESTNUT STREET • BEREA, KENTUCKY 40403
(859) 986-8528 • FAX (859) 986-7657
rstone@bereaky.gov

RANDY STONE
CITY ADMINISTRATOR

PUBLIC NOTICE

Request for Bids For The

City of Berea

Natural Gas Franchise

The City of Berea is soliciting bids from parties interested in obtaining franchise(s) to operate natural gas systems within the confines of the City of Berea, Kentucky, pursuant to Ordinance 13-2015. Franchise(s) awarded pursuant to this Request for Bids will be non-exclusive and will be for a term of twenty (20) years. Bids must meet all of the requirements of Ordinance No. 13-15 which is available in the office of the City Clerk, 212 Chestnut Street, Berea, Kentucky 40403.

Sealed bids must be received no later than 4:00 P.M., local time, December 16, 2015. Sealed bids are to be delivered to the office of the City Clerk, 212 Chestnut Street, Berea, Kentucky 40403. The bids will be opened at 6:30, P.M., during the regular meeting of the Berea City Council. The Council Chambers is located at 304 Chestnut Street, Berea, Kentucky 40403.

The City of Berea reserves the right to accept any bid, to reject any and all bids, to waive any irregularities or informalities in awarding the franchise, and to accept what, in its opinion is the lowest, most responsive, most responsible and best bid which is in the best interest of, and most advantageous to, the City.

Cheryl Chasteen

Berea City Clerk





DELTA NATURAL GAS COMPANY, INC.

3617 Lexington Road
Winchester, Kentucky 40391-9797

www.deltagas.com

PHONE: 859-744-6171

FAX: 859-744-3623



December 14, 2015

Ms. Cheryl Chasteen, City Clerk
Berea City Hall
212 Chestnut Street
Berea, KY 40403

Re: Ordinance No. 13-15

Dear Ms. Chasteen:

In response to the City of Berea's Request for bids on the natural gas franchise in Ordinance No. 13-15 Delta Natural Gas Company, Inc. ("Delta" and/or the "Company") submits the following bid:

1. Delta accepts the conditions set forth in Ordinance No. 13-15.
2. Delta is exempt from the cash deposit and bond requirement specified in section VIII of the Ordinance. The infrastructure to serve the City of Berea is already in place and owned by the Company.

If there are any questions concerning Delta's bid please feel free to contact me or our legal counsel, Robert Watt III at Stoll Keenon Ogden PLLC (859-231-3043).

Sincerely,

Jeff Steele
Director – Administrative Services



Classified

Thursday, December 3, 2015

REDUCED



December 15, 2015 @ 11:00 a.m.
ing Street - Mt. Vernon, KY
nformation, log on to www.fordbrothersinc.com

www.fordbrothersinc.com
Mt. Vernon, KY
800-455-5454

ANTI-ESTATE AUCTION

DECEMBER 5, 2015 10 a.m.

LOCATION: LONGVIEW FARM AG BLDG. 307 Mule Shed Ln. -
MOUNTAIN, KY Directions: From Exit 87- Barnes Mill (876w)
miles, turn right onto Crutcher Pike, go .5 mile & take left
off of Shed Lane, Bldg. is 3 tenths of mile On left, directly
from the Richmond House of Prayer. Heat & Air Conditioned Bldg.
includes the remaining Cosby, & Estes Estates and others.

NO-BUYERS
FEE!

FURNITURE, HOUSEHOLD, HOLIDAY: Bybee, Fen-
berg, PG Glassware, Flow Blue, Germany, Pitcher
sets, Cake Stands, Granite, Samurai Swords,
Antique Lamps, Lights, Dinnerware, Comic Books,
L&N Railroad Light, Child's Schoenut
prints, Blue Jars, Vintage Coin Purses, Wm
Made in Italy Silver, Weighted Sterling, Cop-
per Bottles, Yard & Hand Tools, NIB Christmas
Décor. Box Lots & more. Details & pictures
on ZIP.COM ID#27794. Terms: Cash /Check w/proper
service Peoples Bank Relay for Life Team

WILLIAMSON AUCTION COMPANY
WAYNE LONG * 859-544 2254

December 10, 2015 at 11:00 a.m.
County Joint Information Center, located at 560 South
Keeneland Drive, Richmond, Kentucky 40475



**PUBLIC NOTICE
REQUEST FOR BIDS
for
The City of Berea
Natural Gas Franchise**

The City of Berea is soliciting bids from parties interested in obtaining franchise(s)
to operate natural gas systems within the confines of the City of Berea, Kentucky,
pursuant to Ordinance 13-2015. Franchise(s) awarded pursuant to this Request for
Bids will be non-exclusive and will be for a term of twenty (20) years. Bids must meet
all of the requirements of Ordinance No. 13-15 which is available in the office of the
City Clerk; 212 Chestnut Street, Berea, Kentucky 40403.

Sealed bids must be received no later than 4:00 P.M., local time, December 15,
2015. Sealed bids are to be delivered to the office of the City Clerk, 212 Chestnut
Street, Berea, Kentucky 40403. The bids will be opened at 6:30, P.M., during the
regular meeting of the Berea City Council. The Council Chambers is located at 304
Chestnut Street, Berea, Kentucky 40403.

The City of Berea reserves the right to accept any bid, to reject any and all bids, to
waive any irregularities or informalities in awarding the franchise, and to accept what,
in its opinion is the lowest, most responsive, most responsible and best bid which is
in the best interest of and most advantageous to the City.

Cheryl Chasteen
Berea City Clerk

GILLIAM (859) 986-9797
REAL ESTATE & AUCTION Loretta Powell
427 Chestnut Street, Berea, KY Realtor/fulltime agent
(859) 986-9417

Sandy Adams Broker/Owner 859-623-1900	Bill Adams Realtor/Owner 859-623-1900	BRAD WATSON Realtor/Office Mgr. 859-582-7757	Realtor 859-200-1864	Realtor 859-979-3040	
Jason Wilson Realtor 859-358-3016	Kassy Blethen Realtor 859-779-9935	Aundrea Darnell Assoc. Broker 859-661-3967	Marilyn Staton Realtor 859-625-2066	Donna Mabes Realtor 859-868-8847	David Pennington Realtor 859-358-6083
Nadine Allmond Assoc. Broker 859-661-5577	Kenny Howell Realtor 859-979-0462	Matt Dees Realtor 859-248-1618	Paula Moore Realtor 859-358-4481	Everett Ballard Realtor 859-302-2762	Nathan Hack Realtor 859-351-9303

NEW LISTINGS

51 First St.
Berea
\$139,900
MLS#53743

See All Our Listings
at
www.realtyworldadams.com

OPEN HOUSES SUN., DEC.6 2-4pm

	304 Silver Bell Trace Lexington \$199,900 MLS#53625		359 Peachtree Dr. \$132,500 MLS#52546
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- Berea & Richmond**
- 1540 Moberly Rd. Mad. Co. NE \$52,500 MLS#53658
 - 210 Boone St. Berea \$21,000 MLS#53376
 - 541 Sagemont Dr. Richmond \$54,400 MLS#52860
 - 81 Baker Ct. Mad. Co. SE \$122,900 MLS#53605
 - 1006 Idylwild Ct. Mad. Co. SW \$199,900 MLS#53336
 - 359 Peachtree Dr. Berea \$132,500 MLS#52546
 - 210 Laura Dr. Berea \$109,900 MLS#53567
 - 2542 Paint Lick Rd. Mad. Co. SE \$169,900 MLS#53355
 - 939 Cobble Dr. Richmond \$162,500 MLS#53615
 - 102 Elm St. Mad. Co. SE \$127,900 MLS#52546
 - 179 Christi Dr. Mad. Co. SE

TARIAM BRANCH
RECEIVED
7/4/2016
SERVICE
COMMISSION
KY



CITY OF BERA

CITY ADMINISTRATORS OFFICE

STEVEN CONNELLY
MAYOR


212 CHESTNUT STREET • BERA, KENTUCKY 40403
(859) 986-8528 • FAX (859) 986-7657
cchasteen@bereaky.gov

CHERYL CHASTEEN
CITY CLERK

CERTIFICATION

I, Cheryl Chasteen, the duly appointed Clerk of the City Council of the City of Berea, Kentucky, do hereby certify that I have caused to be published in The Berea Citizen, a newspaper of general circulation in the City of Berea, the attached advertisement on the following dates:

Dated this December day of 3rd, 2015.



CHERYL CHASTEEN
CITY CLERK, CLERK OF THE
CITY COUNCIL
CITY OF BERA, KENTUCKY



ORDINANCE # 03 - 16

AN ORDINANCE OF THE CITY OF BEREA, KENTUCKY, GRANTING UNTO DELTA NATURAL GAS COMPANY, INC., THE RIGHT, FRANCHISE, AN PRIVILEGE FOR A PERIOD OF TWENTY YEARS, FROM January, 2016, TO ACQUIRE, CONSTRUCT AND MAINTAIN IN THE CITY OF BEREA, KENTUCKY, THE NECESSARY FACILITIES FOR THE OPERATION AND MAINTENANCE OF A NATURAL, MANUFACTURED, AND/OR MIXED, GAS DISTRIBUTION SYSTEM FOR PUBLIC AND PRIVATE USE, AND TO USE AND OCCUPY THE PUBLIC STREETS, HIGHWAYS, AVENUES, ALLEYS, BRIDGES, AND PUBLIC PLACES FOR SUCH PURPOSES, AND PRESCRIBING THE TERMS AND CONDITIONS THEREOF.

WHEREAS, by Ordinance No. 09-94, the City of Berea, Kentucky, created a non-exclusive franchise for a natural gas distribution system, pursuant to Kentucky Constitution Section 163, KRS 82.082 and KRS 96.010, within the City of Berea, Kentucky, and requested that bids be submitted therefore; and

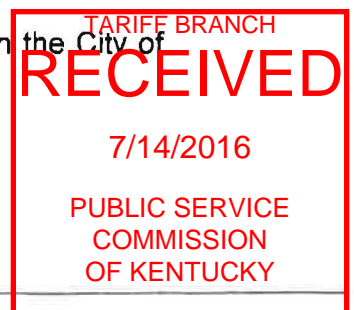
WHEREAS, Delta Natural gas Company, Inc., (Delta), submitted a bid pursuant to Ordinance No. 13-15; and

WHEREAS, the said bid of Delta was accepted by the City Council of the City of Berea, Kentucky,

NOW, THEREFORE, be it ordained by the City Council of the City of Berea, Kentucky, as follows:

SECTION I

That Delta, its successors and assigns, be and it is hereby granted and vested with the right, franchise, and privilege for a period of twenty (20) years, from Jan., 2016, as provided by law, to acquire, construct, maintain, or operate within the City of



Berea, Madison County, Kentucky, the necessary facilities for the operation and maintenance of a natural gas distribution system for public and private use, and to construct and maintain along, upon, across, or under the streets, highways, avenues, alleys, bridges, and public places, the necessary fixtures and equipment for such purpose.

SECTION II

This franchise shall not be exclusive and shall not restrict in any manner the right of the City of Berea in the exercise of any regulatory power which it now has or which may hereafter be authorized or permitted by laws of the United States and the Commonwealth of Kentucky.

SECTION III

That Delta, its successors and assigns, shall at all times during the term of this franchise, conform, with, submit to, and carry out any and all ordinances relating to any person, firm, or corporation furnishing a natural gas distribution system for public and private use now in force or that may hereafter be enacted and not inconsistent herewith; and particularly, Delta shall comply in all respects to the terms and provisions of Ordinance No. 13-15 of the City of Berea, Kentucky, which is adopted herein by reference, except so it may be inconsistent herewith.

SECTION IV

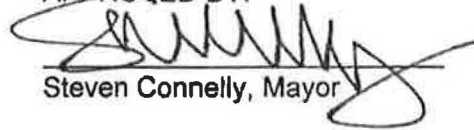
This ordinance shall be effective beginning January, 2016.




FIRST READING: January 5, 2016.

SECOND READING AND ENACTMENT: January 19, 2016.

APPROVED BY:


Steven Connelly, Mayor

ATTEST:


Clerk of the City Council

Published this 28th day of January, 2016.

PREPARED BY:


Corporate Counsel

TARIFF BRANCH
RECEIVED
7/14/2016
PUBLIC SERVICE
COMMISSION
OF KENTUCKY