



Internal
Correspondence

TO: Kay Nickloes

DATE: 1/16/97

FROM: Rick Kappesser

SUBJECT: **GENERAL DOCUMENT FILE**
#15500-5 (Gas)
FRANCHISE ORDINANCE - CITY OF BROMLEY

On October 29, 1994, The Union Light, Heat and Power Company was awarded a 20 year Gas Franchise by the City of Bromley.

Copies of the following related documents are enclosed:

- Application for certificate of Public Convenience and Necessity
- Authorization Order of the Commission granting the certificate
- Advertisement for bids
- Bid for Gas Franchise
- Acceptance of Bid - Ordinance #8-1-94

Please include these documents in the General Documental File #1500-5 for the Gas. Follow-up is to occur six (6) months prior to the expiration date of October 29, 2014.

RTK:gar

cc: G. Bricking
H. Boesing
R. Kirch
D. Rottinghaus
J. Venneman



COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF THE UNION LIGHT, HEAT)
AND POWER COMPANY FOR A CERTIFICATE)
OF PUBLIC CONVENIENCE AND NECESSITY) CASE NO. 94-282
TO BID ON A GAS FRANCHISE IN THE CITY)
OF BROMLEY, COMMONWEALTH OF KENTUCKY)

O R D E R

On August 3, 1994, The Union Light, Heat and Power Company ("ULH&P") filed with the Commission its application seeking a Certificate of Convenience and Necessity to qualify it to bid on a gas franchise in the city of Bromley, Kentucky. Under the provisions of KRS 278.020(3), no utility may apply for a franchise from any governmental agency until it has obtained a Certificate of Convenience and Necessity from this Commission based on our finding that there is a need and demand for the service sought to be rendered.

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



IT IS THEREFORE ORDERED that:

1. ULH&P is granted a Certificate of Convenience and Necessity which authorizes it to bid on a gas franchise in the above-mentioned city.

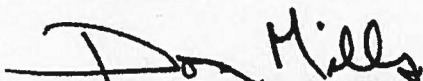
2. ULH&P, if it becomes the successful bidder, shall file with this Commission two copies of the franchise agreement.

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

Done at Frankfort, Kentucky, this 9th day of August, 1994.

By the Commission

ATTEST:


Executive Director





ATM

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

CERTIFICATE OF SERVICE

RE: Case No. 94-282
THE UNION LIGHT, HEAT AND POWER COMPANY

I, Don Mills, Executive Director of the Public Service Commission, do hereby certify that the enclosed attested copy of the Commission's Order in the above case was served upon the following by U.S. Mail on August 9, 1994.

Parties of Record:

Mr. Donald I. Marshall
Honorable Michael A. Gribler


Executive Director

DM /hv
Enclosure

TARIFF BRANCH
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10/18/2012
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ORDINANCE NO. _____

GRANTING AND OFFERING FOR SALE A 20-YEAR
FRANCHISE TO PLACE GAS TRANSMISSION AND
DISTRIBUTION FACILITIES IN PUBLIC STREETS AND
PLACES OF THE CITY OF BROMLEY.

THE COUNCIL OF THE CITY OF BROMLEY, COMMONWEALTH OF
KENTUCKY, DOES ORDAIN AS FOLLOWS:

SECTION 1. The City hereby grants and offers for sale to the successful bidder, its successors and assigns, a franchise, consent, right, and privilege for a period of 20 years starting from the date of acceptance of the bid of the successful bidder, to construct, reconstruct, lay, erect, extend, operate, maintain, repair, replace, adjust, and remove (collectively called install or installation) mains, pipes, regulators, apparatus, fixtures, and equipment for the transmission and distribution of gas (collectively called facilities) within, along, over, under and across the public streets, alleys, ways, places, lands, and grounds of the City (collectively called public property). Such transmission and distribution shall include the transmission and distribution of gas into, through, and out of the City. The successful bidder is hereby authorized to open public property of the City and shall not encumber public property by temporary obstructions or excavations any longer than shall be necessary in the accomplishment of such purposes, and upon completion of such work, the successful bidder shall restore such property as near as practicable to its former condition. If the successful bidder shall neglect to restore any public

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COMMISSION
OF KENTUCKY

property to its former condition or to repair the same after ten (10) days' written notice from the City, then the Council of the City may cause such work to be done and all expenses involved by such work shall be borne by the successful bidder.

If during the franchise period the City constructs or relocates public property, sewer lines, water lines, or other utilities owned by it and located within the boundaries of any public property, and such construction or relocation cannot be reasonably accomplished without interference with the facilities of the successful bidder, the successful bidder shall, within a reasonable time after receiving written request from the City Administrator, move or relocate the same within the public property so as not to interfere therewith; but the successful bidder shall not be required to terminate any service provided by its facilities. Where such moving or relocation of the successful bidder's facilities is required, the successful bidder's right to be reimbursed for such moving or relocation of the basis of governmental and proprietary activities of the City or any then current law.

Before any new construction or extension of the successful bidder's facilities on public property, except for service facilities, is made, the successful bidder shall notify the City and the City shall issue a permit for such installation. Notwithstanding the above, no notification shall be required when the successful bidder deems an emergency exists.



SECTION 2. The successful bidder shall defend and indemnify the City against any suit or claim for any expense or liability whatsoever by reason of the sole negligence of the successful bidder arising out of the construction, maintenance, or operation of its facilities.

SECTION 3. The word City means the City of Bromley, Kenton County, Kentucky, its successors and assigns, as it now exists or as changed through annexation, reduction of its boundaries, merger, consolidation, or other similar proceedings.

SECTION 4. The City Clerk is hereby directed to advertise, as provided by law, for bids for this franchise, such bids to be received by City Council at its regular meeting to be held at ____ P.M. on the ____ day of _____, 1994. Each bid shall be sealed and marked "Bid for Gas Franchise", and shall be opened by City Council at such regular meeting.

SECTION 5. This ordinance and the bid accepted by the City Council shall take effect and be in force from and after the earliest period allowed by law, and upon passage of the ordinance accepting the bid, shall become a binding contract according to its terms between the City and the successful bidder.

PASSED: _____

MAYOR

ATTEST: _____
CLERK



AUTHENTICATION

I, _____, Clerk of the Council of the
City of _____, do hereby certify that the
foregoing is a true and correct copy of Ordinance No. _____,
passed by Council of said City on the _____ day of _____,
1994, and recorded in the official journal of said City.

Given under my hand and the seal of the City of
_____, this _____ day of _____, 1994.

CLERK



BALDWIN
 Bessie M. (nee Getherwright) beloved wife of Clifford E. Baldwin loving mother of Daniel (Ernie Lee) Scott, Ethelene Squawky (88) Murray and the late Lorraine Hennrich devoted grandmother of Daniel and Judy Halstead, Betty Davis, Judy Pickett, Marlene Hask, Carl Daniel Setton, Anita K. Mendez and Joyce Marie Ward, also survived by 11 other grandchildren and ten great-grandchildren, dear son of Kenneth G. G. and Dianne Baldwin and great-son of Mitchell Kinnell III and Sara Baldwin, sister of the late Martin Getherwright. Tuesday, September 20, 1994. Visitation 9-11 A.M. Mass of Christian Burial Saturday, 9:30 A.M., St. Teresa of Avile Church. Memorials may be made to American Heart Fund, 2936 Vernon Pl., 40219 of St. Teresa Church Memorial Fund, 1775 Overlook Ave., 40228.

COORMAN
 Melvin J. "Turk" beloved husband of the late Lona Belle Coorman (nee Loomis) and the late Dorothy Coorman (nee Ranshaw) devoted father of Robert L. Healy, Leo J. Lee, J. Heald K. and Larry Coorman, also survived by seven grandchildren, five great-grandchildren and two great-great-grandchildren. Wednesday, September 21, 1994, age 67 years. Visitation Friday, 6-8 P.M. at the Argo-Belton & Luster Funeral Home, 100 S. Alford Ave., Cleves, where the funeral service will be held Saturday at 10 A.M., North Bend Lodge 646 P.E.A.M. Service Friday, 7:00 P.M. Memorials may be directed to the Bright Christian Church.

CRUPPER
 Kenneth E. beloved husband of the late Odele Crupper (nee Roberts), dear father of Roger Crupper, Wilma Keiser, Carolyn Morgan, James Glass, Gary and Red Crupper and Linda Mitchell and the late Wilma Crupper and Walter Glass, brother of Charles and J.W. Crupper, Jr., Opal Wittkind, Rhogene Kellin, Betty Dor and the late Gordon Crupper and Bertrice Marshall, also survived by 11 grandchildren and several great-grandchildren. Tuesday, September 20, 1994, age 79, resident of Sharoville. Funeral services at Schmidt-Othman Funeral Home, 10980 Reading Rd., Sharoville, Saturday at 9:30 A.M. Visitation at the funeral home Friday, from 6-8 P.M. Member of Teamsters Local #100.

NOTICE TO BIDDERS
 The Kenton County Water District No. 1 will receive sealed bids to supply the Kenton County Water District with service hoses and ducts from pipe and apparatuses. Bids are to cover purchases for a one-year period and quantities shown are the estimated requirements for one year. The bid price shall remain in effect for the entire one-year period regardless of the quantities purchased. Quantities are numbers of individual items not to be represented in weights, quantities represented as weights will not be considered as a valid bid. Bidder is to state minimum delivery (number of each item) not weight. A minimum quantity represents as a weight will invalidate the bid. Freight shall be included in the bid price. The items shall be delivered as ordered to either the Kenton County Water District office at 200 Oaks Drive, Independence, Ky. or to the

ORDINANCE NO. 157N GRANTING AND OFFERING TO LEASE A 20' AIR FAN CHISE TO PLACE GAS TRANSMISSION AND DISTRIBUTION FACILITIES IN PUBLIC STREETS AND PLACES OF THE CITY OF BROMLEY, THE CITY OF BROMLEY, COUNTY OF BROMLEY, STATE OF KENTUCKY DOES ORDAIN AS FOLLOWS:
SECTION 1. The City hereby grants and offers for sale to the successful bidder, its successor and assigns, a franchise, consent, right, and privilege for a period of 20 years starting from the date of acceptance of the bid of the successful bidder, to construct, construct, lay, erect, install, operate, maintain, repair, replace, adjust, and remove (collectively called "install or installation") mains, pipes, rods, and apparatus, fixtures, and equipment for the transmission and distribution of gas (collectively called "facilities") within, along, over, under and across the public streets, alleys, ways, places, roads, and grounds of the City (collectively called "public property"). Such transmission and distribution shall include the transmission and distribution of gas into, through, and out of the City. The successful bidder is hereby authorized to open public property of the City and shall not be excused from property by temporary obstructions or excavations any longer than shall be necessary in the accomplishment of such purposes, and upon completion of such work the successful bidder shall restore such property as near as practicable to its former condition. If the successful bidder shall neglect to restore any public property to its former condition or to repair the same after ten (10) days written notice from the City, then the Council of the City may cause such work to be done and all expenses incurred by such work shall be borne by the successful bidder. During the franchise period the City constructs or relocates public property, power lines, water lines, or other utilities owned by it and located within the boundaries of any public property, and such construction or relocation cannot be reasonably accomplished without interference with the facilities of the successful bidder, the successful bidder shall, within a reasonable time after receiving written request from the City Administrator, move or relocate the same within the public property as to not interfere therewith, but the successful bidder shall not be required to terminate any services provided by its facilities, where such moving or relocation of the successful bidder's facilities is required, the successful bidder's right to be reimbursed for such moving or relocation of the basis of governmental and proprietary activities of the City or any part thereof, shall be preserved. Construction or relocation of the successful bidder's facilities on public property, except for service facilities, made by the successful bidder shall require the City and the City shall permit for such installation notwithstanding the above, no notification shall be required when the successful bidder seeks an emergency order. **SECTION 2.** The successful bidder shall defend and indemnify the City of Bromley, Kenton County, Kentucky, its officers, agents and assigns, as well as its successors or assigns, from and against all claims, damages, losses, suits, judgments or awards, of any kind whatsoever, by reason of the sole negligence of the successful bidder arising out of the construction, maintenance, or operation of its facilities. **SECTION 3.** The word City means the City of Bromley, Kenton County, Kentucky, its officers, agents and assigns, as well as its successors or assigns, as well as any changes through annexation, reduction of its boundaries, merger, consolidation, or other similar provisions. **SECTION 4.** The City Council is hereby authorized to advertise as provided by law for bids for this franchise, such bids to be received by City Council at a regular meeting to be held at 9:00 A.M. on the 1st day of October, 1994. Each bid shall be sealed, marked "Air Fan Gas Franchise" and shall be opened by City Council at such regular meeting. **SECTION 5.** This ordinance and the bid ac-

IMPORTANT INFORMATION REGARDING PUBLICATION OF LEGAL NOTICES

Legal notices may be ordered by mail or in person. Notices cannot be received by phone.
 Release deadlines for receiving copy of ads: **Monday for Wednesday, Tuesday for Thursday, Wednesday for Friday.**
 Release deadlines for receiving copy of ads: **Thursday for Saturday, Friday for Monday & Tuesday.**
 Proof deadlines are one day in advance of release deadlines.
 When submitting copy please indicate date(s) notice is to appear in the Kentucky Post.
 If submitted in person bring to the Cincinnati Enquirer Advertising Counter on the third floor at 312 Elm Street, Cincinnati, Ohio 45202.
 If submitted by mail send to:
 The Kentucky Post Classified Legal Advertising Dept. 312 Elm Street 17th Floor Cincinnati, Ohio 45202
 The publisher's liability for any errors or failure to print legal notices shall be limited to the cost of the first publication of the advertisement(s).
 If you need any additional information, please call 768-8182, toll free to 1-800-871-1711 Monday through Friday.

LEGAL NOTICE
 The City of Erlanger will hold a Board of Adjustment Meeting on Wednesday, September 22, 1994 at 7:00 A.M. at St. Garvey Catholic Church, 10000 Long and Ten Mile of Long and Klair Construction, Inc. is requesting a 1 foot from yard setback variance for an existing front porch of a newly constructed duplex at 512 and 514 North Adams Avenue. The property is located at the intersection of Adams Avenue and the Zoning Administrator's Office. The property is located at 512 and 514 North Adams Avenue. **LEGAL NOTICE**
 J.R.V. Inc. DBA Johnny's Food, doing business at 722 Chickadee St., Covington, Kentucky, with officers, Silvia Alexander, 1528 Steffel Ct., #10 P.O. Wright, KY, President, has changed its location to 10000 Long and Klair Construction, Inc. is requesting a 1 foot from yard setback variance for an existing front porch of a newly constructed duplex at 512 and 514 North Adams Avenue. The property is located at the intersection of Adams Avenue and the Zoning Administrator's Office. The property is located at 512 and 514 North Adams Avenue.

NOTICE TO BIDDERS
 The City of Erlanger, Kentucky will receive sealed bids for concrete paving, electric and telephone ducts, street lighting ducts and fire hoses and cables and fixtures for its work in Cracker 3 at the City Building, 500 Commonwealth Avenue, Erlanger, Kentucky, until 2:30 P.M. on October 3, 1994, at which time they will be opened and read aloud. Plans and Specifications are available at the office of James W. Baring, Engineer, 1671 Park West, Suite No. 1, Port Wright, Kentucky 41011 (502) 321-9191. A bid of \$200.00 per set of Plans and Specifications. All bids must be accompanied by a bid bond in the amount of 5% of the bid. The successful bidder will be required to provide a performance bond in the amount of 100% of the bid. The

LEGAL NOTICE
 The following described property having been in the custody of the Independence Police Dept. in excess of (90) days without any lawful claimant, there will be sold to the highest bidder at public auction at the Independence Police Dept. 5200 Madison Pike in Independence, Kentucky, September 24, 1994, at 9:00 AM pursuant to the provisions of the Kentucky Revised Statutes 43.281 (KRS, Chapter 43) and KRS 43.292. The listed vehicles may be inspected from 8:00 AM to 5:00 PM on September 17, 1994. A four price bid auction. Title of these vehicles are not warranted and are subject to any liens on record. All sales are final and no refunds will be given. (1) 1990 Ford Crown Victoria, (2) White Ford City of Independence, (3) 1990 Ford Taurus 4 Dr. White, VIN 1FABP0LKA57732, Owner: City of Independence, (3) 1990 Ford Pickup StepSide Blue VIN 1F1RRE2677, Owner: City of Independence, (4) Honda Civic, (5) Volkswagen Jetta, (6) Mercedes Benz, (7) Cadillac Deville, (8) Cadillac Deville, (9) Cadillac Deville, (10) Cadillac Deville, (11) Cadillac Deville, (12) Cadillac Deville, (13) Cadillac Deville, (14) Cadillac Deville, (15) Cadillac Deville, (16) Cadillac Deville, (17) Cadillac Deville, (18) Cadillac Deville, (19) Cadillac Deville, (20) Cadillac Deville, (21) Cadillac Deville, (22) Cadillac Deville, (23) Cadillac Deville, (24) Cadillac Deville, (25) Cadillac Deville, (26) Cadillac Deville, (27) Cadillac Deville, (28) Cadillac Deville, (29) Cadillac Deville, (30) Cadillac Deville, (31) Cadillac Deville, (32) Cadillac Deville, (33) Cadillac Deville, (34) Cadillac Deville, (35) Cadillac Deville, (36) Cadillac Deville, (37) Cadillac Deville, 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Legal Advertising

LEGAL NOTICE
The City of Crestview Hills is accepting bids for the construction of a sidewalk with curb and gutters on the west side of Dixie Highway, running from Parkway Drive to Winding Way. A copy of the specifications may be obtained at the office of James Berlin, P.E., 1671 Park Road, Fort Wright, KY 41011 from 8:00 AM to 4:30 PM. Bids must be delivered to the Crestview Hills City Building, 50 Crestview Hills Mall Road, Crestview Hills, Kentucky in a sealed envelope marked "Dixie Sidewalk Bid" by September 29, 1994, at Noon. The bids will be opened at a public meeting of the city building on September 29, 1994, at 4:00 PM. The City reserves the right to reject any and all bids. Joan Weingermer, City Administrator, 5074

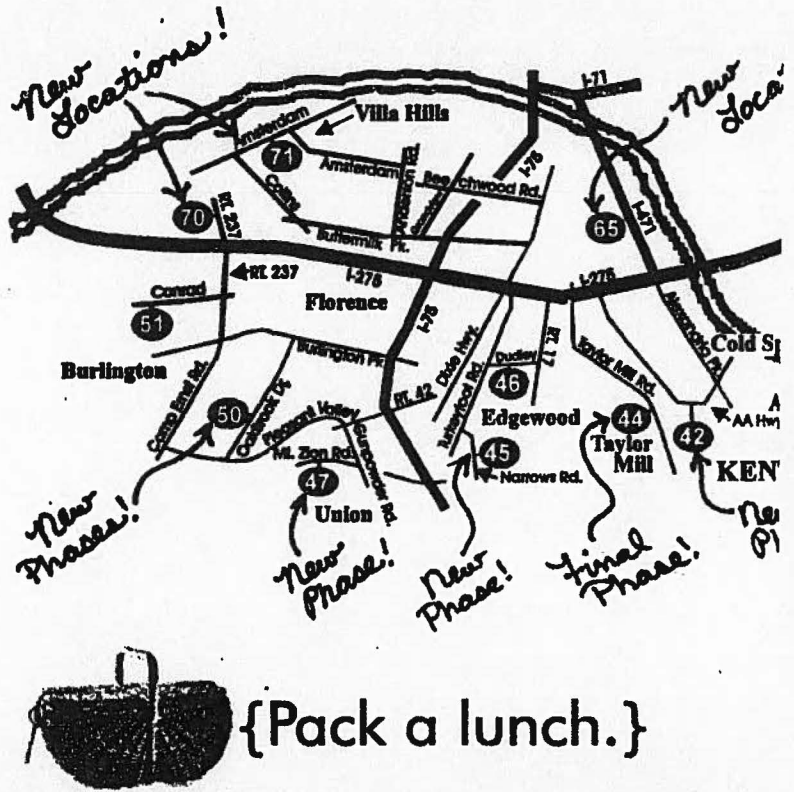
LEGAL NOTICE
The City of Bromley, Kentucky is advertising for bids for a 20-year gas franchise. The sealed bids should be marked "Bid for Gas Franchise" by the bidder and said bids will be opened at the regular City Council meeting to be held on Saturday-October 1, 1994 at 8:00 a.m. at the Bromley City Building-226 Boone Street-Bromley, Kentucky. 20101

NOTICE TO BIDDERS
OWNER: CITY OF LAKEVIEW PARK, ADDRESS: 9 BUTTERMILK PIKE, LAKEVIEW PARK, KENTUCKY 41017. Separate sealed bids for the furnishing of all labor, materials, equipment and services for the reconstruction of approximately 2188 square yards of asphalt concrete pavement, reconstruction of approximately 2025 linear feet of portland cement concrete curb & gutter, replace 30 feet of 12" PVC storm sewer along with two catch basins, crack sealing of portland cement concrete streets, and other miscellaneous site work, located on Evergreen & Yancey, in the City of Lakeside Park, will be received by the City of Lakeside Park until 12:15 pm E.S.T. on September 19, at which time they will be publicly opened and read. Plans, Specifications and Contract Documents may be examined at: CARTEC CONSULTANTS, 618 Buttermilk Pike, Crescent Springs, Kentucky 41017, Ph: (404) 341-4004, Fax: (404) 341-0153. Copies of the PLANS & CONTRACT DOCUMENTS may be obtained at the offices of Cartec Consultants upon payment of \$50.00 (non-refundable) for each set. Bids shall be accompanied by a certified check or bid bond in an amount equal to ten (10) percent of the bid to ensure the execution of the contract for which the bid is made. In case the bid is not accepted, the check or bid bond will be returned to bidder, but if the Bid is accepted, and the Bidder shall refuse or neglect to enter into a contract with the City within ten (10) days from the time he is notified of the acceptance of his bid, the check or bid bond shall be forfeited to the City as penalties for failure to do so. No BIDDER shall withdraw his bid for a period of sixty (60) days after closing time for receipt of bids. The successful bidder will be required to furnish an acceptable performance bond in the amount of One Hundred Percent (100%) of the Contract price. The City reserves the right to reject any and all bids, to waive informalities and to negotiate with apparent qualified best bidder to such extent as may be in the City's best interest. 8607

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| EDGEWOOD | TAYLOR MILL |
| 46. Prestwicks • 250's 331-0519 | 44. Heather Hill • 180's-200's |
| FERLANDER | UNION R. |
| 45. Brightleaf Estates • 150's-190's 342-8129 | 47. Hempstead • 150's-30 |
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PUBLIC SERVICE COMMISSION OF KENTUCKY



HONORABLE CITY COUNCIL
CITY OF BROMLEY, KENTON COUNTY, KENTUCKY

BID FOR GAS FRANCHISE

In response to your offer contained in Ordinance No. 8-1-94,
passed by you on September 22, 1994 entitled:

GRANTING AND OFFERING FOR SALE A 20-YEAR
FRANCHISE TO PLACE GAS TRANSMISSION
AND DISTRIBUTION FACILITIES IN PUBLIC
STREETS AND PLACES OF THE CITY OF BROMLEY
KENTON COUNTY, KENTUCKY.

the undersigned, The Union Light, Heat and Power Company, for
itself, its successors and assigns, herein called Company,
submits its bid and requests that such franchise be awarded to it
in consideration of which the Company shall pay the City the cost
of publishing necessary notices hereto, render service and
perform all the terms and conditions set forth in such
ordinances.

In compliance with the provisions of Section 3 of such
notices, the attached tariff, which is made a part hereof, shall
upon acceptance hereof and due filing, be applicable to service
rendered within the City, until lawfully changed:

Respectfully submitted,

THE UNION LIGHT, HEAT & POWER COMPANY

By: 
VICE PRESIDENT



ORDINANCE NO. 8-1-94

ACCEPTING THE BID OF THE UNION LIGHT, HEAT AND POWER COMPANY AS HIGHEST AND BEST BIDDER UNDER ORDINANCE NO. 8-1-94.

THE CITY COUNCIL OF THE CITY OF BROMLEY, KENTON COUNTY, KENTUCKY DOES ORDAIN AS FOLLOWS:

SECTION 1. That The Union Light, Heat and Power Company is the highest and best bidder of the sale of the franchise granted by Ordinance No. 8-1-94 passed by the City Council of the City of Bromley on the 3 day of Sep 1994, and that the bid of such Company is accepted and The Union Light, Heat and Power Company is hereby designated as the grantee of such franchise.

SECTION 2. That this Ordinance shall be effective at the earliest time allowed by law.

Passed this 29th day of October, 1994.

Timothy W. Bailey
MAYOR

ATTEST:

Janet M. Gardner
CLERK



STATE OF KENTUCKY

COUNTY OF KENTON

CITY OF BROMLEY

I, JANET GARDINER, Clerk of the City of Bromley, Kenton County, Kentucky, do hereby certify that the foregoing is a true and correct copy of Ordinance No. E-1-94, passed by the City Council of said City on the day of SEPTEMBER, 1994, and recorded in the official journal of said City.

Given under my hand and the seal of the City of Bromley, Kenton County, Kentucky, this 24th day of October, 1994.

Janet M. Gardiner
Clerk

