

**CITY OF RUSSELLVILLE, KENTUCKY  
ORDINANCE NO. 2011-04**

**AN ORDINANCE OF THE CITY OF RUSSELLVILLE GRANTING A  
NON-EXCLUSIVE FRANCHISE TO RUSSELLVILLE ELECTRIC PLANT BOARD FOR  
THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM.**

\*\* \*\* \*

WHEREAS, the City of Russellville, Kentucky, desires to grant to Russellville Electric Plant Board, a non-exclusive franchise for the erection, construction, maintenance and operation of a community cable television system within the City limits of the City of Russellville; and

WHEREAS, the City of Russellville deems the granting of such a non-exclusive franchise to be in keeping with the general health, safety and welfare of the citizens of the City of Russellville;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF RUSSELLVILLE AS FOLLOWS:

**SECTION 1: TERMS OF NON-EXCLUSIVE FRANCHISE AGREEMENT**

The terms of the non-exclusive franchise agreement are contained in the Franchise Agreement attached hereto as Exhibit "A" and which is incorporated herein by reference.

**SECTION 2: ACCEPTANCE OF FRANCHISE**

The City of Russellville hereby grants to Russellville Electric Plant Board a non-exclusive franchise in accordance with the terms set forth in Section "1" above. Russellville Electric Plant Board shall accept the franchise granted herein by signing the Franchise Agreement within thirty (30) days after the passage and final adoption of this Ordinance. Said agreement shall be signed by the Mayor and filed with the City Clerk.

**SECTION 3: SEVERABILITY CLAUSE**

If any provision of this Ordinance is deemed by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Ordinance shall continue in full force and effect.

**SECTION 4: REPEALER CLAUSE**

Any and all parts of Ordinances now in effect which conflict with this Ordinance are hereby repealed.

**SECTION 5: EFFECTIVE DATE**

This Ordinance shall become effective upon publication.

**FIRST READING** conducted on the 7th day of June 2011.

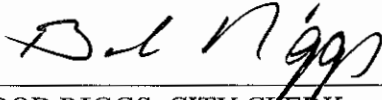
**SECOND READING** conducted on the 21st day of June 2011.

APPROVED:



MARK STRATTON, MAYOR  
CITY OF RUSSELLVILLE

ATTEST:



BOB RIGGS, CITY CLERK  
CITY OF RUSSELLVILLE

At a meeting of the City Council of the City of Russellville, Kentucky, held on June 21, 2011, the foregoing ordinance was adopted, after full discussion, by the following vote:

AYES: Jimmy Davenport  
Pat Bell  
Sandra Kinser  
Jack Whipple  
Lanny McPherson  
Dariene Gooch

NAYS:

ABSENT:

ABSTAINING:

**EXHIBIT "A"**

**FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT, effective this \_\_\_ day of \_\_\_\_\_ 2011, is made and entered into by and between the City of Russellville, Kentucky ("City"), 168 South Main Street, Russellville, Kentucky 42276, and Russellville Electric Plant Board ("Plant Board"), 165 East Fourth Street, Russellville, Kentucky 42276;

**WITNESSETH:**

**THAT, WHEREAS**, pursuant to City of Russellville Ordinance 2011-\_\_\_, the Cable Communications Act of 1984, 47 U.S.C. §521 *et seq.*, and the Communications Act of 1934, as amended by the Telecommunications Act Of 1996, 47 U.S.C. §151 *et seq.*, notwithstanding 47 U.S.C. Section 151 (F), the City and the Plant Board desire to enter into a Franchise Agreement pursuant to the aforementioned City Ordinance and Federal Statutes; and

**WHEREAS**, on \_\_\_\_\_, 2011, the City held a public hearing affording the public adequate notice and opportunity for comment on the Plant Board's franchise proposal; and

**WHEREAS**, no public comments were received at the hearing which would indicate that the franchise should not be granted; and

**WHEREAS**, the City Council, at its regular meeting on \_\_\_\_\_, 2011, enacted Ordinance 2011-\_\_\_, which, among other things, authorized the granting of a non-exclusive franchise agreement, subject to and consistent with current applicable State and Federal laws and regulations with respect to cable franchises, and authorizing and directing directs the Mayor to execute, on behalf of the City of Russellville, a franchise agreement.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises contained herein, it is agreed as follows:

**Section 1. Short Title.**

This Agreement may be referred to and cited as the "Franchise Agreement."

**Section 2. Definitions.**

For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number includes the plural number:

- (a) "Basic Cable" means the tier of Cable Service regularly provided to all Subscribers that includes the retransmission of local broadcast television stations.
- (b) "Cable Service" means:
  - (i) The one-way transmission to Subscribers of Video Programming or other programming service, and
  - (ii) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.
- (c) "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, or other equipment that is designed to provide Cable Service or other service to Subscribers.
- (d) "FCC" means the Federal Communications Commission or successor governmental entity thereto.

- (e) "Franchise" means the initial authorization, or renewal thereof, issued by Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate or otherwise, which authorizes construction and operation of the Cable System for the purpose of offering Cable Service or other service to Subscribers.
- (f) "Franchise Authority" means the City of Russellville or the lawful successor, transferee, or assignees thereof.
- (g) "Franchisee" means the Russellville Electric Plant Board, or the lawful successor, transferee, or assignee thereof.
- (h) "Public Way" is the surface and the space above and below and public street, avenue, highway, boulevard, concourse, driveway, bridge, tunnel, park, parkway, waterway, alley, right-of-way, public utility easement, and any other public ground or water subject to the jurisdiction and control of Franchising Authority.
- (i) "Service Areas" means the present municipal boundaries of Franchising Authority, and shall include and additions thereto by annexation or other legal means.
- (j) "Subscriber" means a user of the Cable System who lawfully receives Cable Service or other service thereby with the Franchisee's express permission.
- (k) "Video Programming" means programming provided by, or generally considered comparable to programming provided by a television broadcast station.

**Section 3. Grant of Authority.**

- (a) There is hereby granted by the City to the Grantee the right and privilege to construct, operate, maintain and extend a cable system to all places within the City. The rights

granted hereunder shall be nonexclusive and shall not be transferred or assigned without the prior approval of the City.

- (b) The Grantee shall have the right to use and occupy roads, streets, alleys, public ways and easements for the purposes of installing its wires, cables, fiber and associated equipment in or on poles, by direct burial, or in underground conduits as necessary for the operation of the cable system. This authority, however, does not obviate the need for obtaining permits from the City for construction involving the disturbance of public streets, sidewalks or thoroughfares and for compliance with all City regulations and requirements relative to construction and operation of facilities in the public rights-of-way.

**Section 4. Compliance with Applicable Laws and Ordinances.**

The Franchisee shall be required to comply fully with all federal and state statutes and regulations governing cable communications and all City Ordinances that apply to the activities of the Franchisee.

**Section 5. Provision of Service.**

- (a) Franchisee shall build out its cable system to provide service to the entire area located inside the corporate limits of the City of Russellville as those limits exist at the date of this agreement. In the event the City should annex area not currently in the City's limits and the newly annexed area is not being serviced by the Franchisee, Franchisee shall extend service to the newly annexed area whenever franchisee has received a request form at least fifteen (15) subscribers within 1,320 strand feet (one-quarter mile) of its nearest fiber optic backbone, provide that such extension is technically and economically

feasible, as determined by Franchisee. Such extensions will be at no charge to the subscribers.

- (b) Upon the request of the City, the Franchisee shall extend service to each school and City building passed by the cable system. No charge shall be made for installation or for basic service, except the Franchisee may charge for its cost of installation if more than one connection is desired at each building. If during the term of this Agreement, new schools or other, City buildings are constructed within the City, the City may also require the extension of service to such schools under the same terms and conditions as for existing City buildings.
- (c) Nothing herein shall prohibit Franchisee from extending service to areas Franchisee deems feasible to serve, without regard to number of subscribers requesting service.

**Section 6. Liability and Indemnification.**

- (a) Grantee shall provide evidence of Comprehensive General Liability insurance coverage in the amount of \$1,000,000 on or before the effective date of this Agreement. Such insurance shall designate the City as additional insured, and annually, upon request by the City, the Franchisee shall provide the City a Certificate of Insurance evidencing such insurance.
- (b) Franchisee agrees to indemnify, save and hold harmless, and defend the City, its officers, board and employees from and against any liability for damages and for any liability claims resulting from property damage or bodily injury (including accidental death) which arise out of Franchisee's construction, operation, or maintenance of its Cable System, including not limited to, reasonable attorney's fees and costs.

**Section 7. Other Services and Business Licenses.**

This Agreement authorizes the operation of a cable system for the provision of cable and other services as provided for herein, and does not take the place of any other franchise, license, or permit which might be required of the Franchisee by law; provided, however, the City has no objection to nor will it require any other authority for Franchisee to utilize its Cable System facilities to provide communications and other services over its Cable System facilities to the extent consistent with applicable state and federal laws and regulations.

**Section 8. Duration and Acceptance of Agreement.**

This Agreement and the rights, privileges, and authority hereby granted shall take effect and be in force from the effective date of this Agreement and shall continue in force for a term of fifteen (15) years, unless otherwise lawfully terminated in accordance with the terms of this Ordinance.

**Section 9. Franchise Fee.**

In consideration of the granting of a Nonexclusive Franchise, Grantee shall be subject to such fees and/or taxes imposed upon Grantee as a provider of multichannel video programming services that are applicable on providers of these services as stated in KRS 136.600-136.660. Said fees and/or taxes are in lieu of all other fees or taxes, including occupational, license, excise and special taxes or fees, which would otherwise be imposed by the City upon Franchisee, except municipal ad valorem taxes on property located within the limits of the City of Russellville.



**Section 10. System Maintenance.**

The Franchisee shall maintain its Cable System at the highest state of the art economically feasible and reasonably appropriate for the age, size and nature of the Cable System, and provided that no reconstruction shall be required during the term of this Agreement.

**Section 11. Notices.**

All formal notices under this Agreement shall be delivered by hand, U.S. mail (certified or registered), or any courier service that verifies the date of delivery and shall be considered given upon the date of receipt. Notices sent to the City shall be addressed to the City Clerk with a copy to the City Attorney. Unless the City is advised otherwise in writing, notices sent to the Franchisee shall be addressed as follows:

Superintendent  
RUSSELLVILLE ELECTRIC PLANT BOARD  
P. O. Box 418  
Russellville, KY 42276-0418

**Section 12. Miscellaneous provisions.**

- (a) Whenever this Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence.
- (b) This Agreement may not be amended except by written instrument executed by both parties hereto.
- (c) This Agreement shall be interpreted under the laws of the Commonwealth of Kentucky.
- (d) If any provision of this Agreement is found by any court, government agency or other body having jurisdiction to be invalid, illegal or unenforceable, the parties shall negotiate appropriate changes to such provision, and the remaining provisions, to the extent practical, shall remain in full force and effect.

- (e) Prevention or delay of performance by Franchisee of any obligation under this Agreement due to circumstances beyond the control of the Franchisee due to unforeseen circumstances or Acts of God shall not be deemed noncompliance with, or in violation of, this Agreement for the period of time that such circumstances or Acts of God reasonably preclude the Franchisee's performance.
- (f) Grantee agrees to provide to the City of Russellville Fire Department, at no cost to the City of Russellville, Expanded Basic Cable Television.

**Section 13. Term of Agreement.**

This Agreement shall take effect on the effective date hereof and remain in effect for a period of fifteen (15) years thereafter unless earlier terminated pursuant to the provisions of the Ordinance or this Agreement.

**Section 14. Enforcement and Termination of Franchise**

- (a) In the event that Franchising Authority believes that Grantee has not complied with the terms of the Franchise, it shall notify Grantee in writing of the exact nature of the alleged default.
- (b) Grantee shall have sixty (60) days from receipt of the notice described in paragraph (a) of this section to:
  - (i) respond to Franchising Authority contesting the assertion of default;
  - (ii) cure such default; and
  - (iii) in the event that, by the nature of the default, such default cannot be cured within the sixty (60) day period, to initiate reasonable steps to remedy such default and

to notify Franchising Authority of the steps being taken and the projected date that they will be completed.

- (c) In the event that Grantee fails to respond to the notice described in paragraph (a) of this section pursuant to the procedures set forth paragraph (b) of this section, or in the event that the alleged default is not remedied within sixty (60) days after Grantee is notified of the alleged default, Franchising Authority shall schedule a public meeting to determine whether the Franchise should be terminated. Such public meeting shall be held at the next regularly scheduled meeting of Franchising Authority which is scheduled either at a regular or special-called meeting of the City Council of the City of Russellville. Franchising Authority shall provide adequate notice to Grantee of the time and place of such meeting and provide Grantee with a meaningful opportunity to be heard.
- (d) Subject to applicable federal and state law, in the event Franchising Authority determines, after such meeting, that Grantee is in default of any provision of the Franchise, Franchising Authority may:
  - (i) Commence an action at law for damages or seek equitable relief; or
  - (ii) In the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or
  - (iii) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages.
- (e) Grantee shall not be relieved of any of its obligations to comply promptly with any provision of the Franchise by reason of any failure of Franchising Authority to enforce prompt compliance.

- (f) Grantee shall not be held in default of the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such alleged default is caused by acts of God, power outages, or other events beyond its ability to control.

**IT IS SO AGREED.**

CITY OF RUSSELLVILLE, KENTUCKY

By:

\_\_\_\_\_  
**MARK STRATTON, MAYOR**

RUSSELLVILLE ELECTRIC PLANT BOARD

By:

\_\_\_\_\_  
**LARRY WILCUTT, SUPERINTENDENT**

**LEGAL PUBLICATION OF ORDINANCE IN SUMMARY**  
**CITY OF RUSSELLVILLE, KENTUCKY**  
**ORDINANCE NO. 2011-04**

AN ORDINANCE OF THE CITY OF RUSSELLVILLE GRANTING A NON-EXCLUSIVE  
FRANCHISE TO RUSSELLVILLE ELECTRIC PLANT BOARD FOR THE  
CONSTRUCTION AND OPERATION OF A CABLE SYSTEM.

In accordance with KRS 86A.060(9), the undersigned, a licensed, practicing attorney in the Commonwealth of Kentucky, summarizes this Ordinance as follows:

1. This Ordinance grants a non-exclusive franchise to the Russellville Electric Plant Board for the right and privilege to construct, operate, maintain and extend a cable system to all places within the City of Russellville, Kentucky.
2. This non-exclusive franchise is for a term of 15 years, and any other entity obtaining a similar franchise from the City of Russellville will be offered such a franchise with the same or similar provisions and requirements.
3. The Franchisee will be subject to such fees and/or taxes imposed upon providers of multichannel video programming services that are applicable to providers of these services as stated in KRS 136.600-136.660. Said fees and/or taxes are in lieu of all other fees or taxes, including occupational, license, excise and special taxes or fees, which would otherwise be imposed by the City upon Franchisee, except municipal ad valorem taxes on property located within the limits of the City of Russellville.
4. The full text of this Ordinance is available for copying and inspection at the office of Bob Riggs, Russellville City Clerk, 168 South Main Street, Russellville, Kentucky, during normal business hours.

The City Council of Russellville, Kentucky enacted this Ordinance after a first reading conducted on June 7, 2011, and a second reading conducted on June 21, 2011.

**CERTIFICATION OF COUNSEL**

I hereby certify the foregoing is an accurate summary of City of Russellville Ordinance 2011-04.

Paul Neil Kerr II, Esq.  
Russellville City Attorney  
568 East Fourth Street  
Russellville, Kentucky 42276  
Telephone: (270)726-7695

## FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT, effective this 12<sup>th</sup> day of July, 2011, is made and entered into by and between the City of Russellville, Kentucky ("City"), 168 South Main Street, Russellville, Kentucky 42276, and Russellville Electric Plant Board ("Plant Board"), 165 East Fourth Street, Russellville, Kentucky 42276;

### WITNESSETH:

**THAT, WHEREAS**, pursuant to City of Russellville Ordinance 2011-04, the Cable Communications Act of 1984, 47 U.S.C. §521 *et seq.*, and the Communications Act of 1934, as amended by the Telecommunications Act Of 1996, 47 U.S.C. §151 *et seq.*, notwithstanding 47 U.S.C. Section 151 (F), the City and the Plant Board desire to enter into a Franchise Agreement pursuant to the aforementioned City Ordinance and Federal Statutes; and

**WHEREAS**, on June 7, 2011, and June 21, 2011, the City held a regularly scheduled meetings and afforded the public adequate notice and opportunity for comment on the Plant Board's franchise proposal; and

**WHEREAS**, no public comments were received at the hearing which would indicate that the franchise should not be granted; and

**WHEREAS**, the City Council, at its regular meeting on June 21, 2011, enacted Ordinance 2011-04, which, among other things, authorized the granting of a non-exclusive franchise agreement, subject to and consistent with current applicable State and Federal laws and regulations with respect to cable franchises, and authorizing and directing the Mayor to execute, on behalf of the City of Russellville, a franchise agreement;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises contained herein, it is agreed as follows:

#### **Section 1. Short Title.**

This Agreement may be referred to and cited as the "Franchise Agreement."

#### **Section 2. Definitions.**

For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number includes the plural number:

- (a) "Basic Cable" means the tier of Cable Service regularly provided to all Subscribers that includes the retransmission of local broadcast television stations.
- (b) "Cable Service" means:
  - (i) The one-way transmission to Subscribers of Video Programming or other programming service, and
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- (f) "Franchise Authority" means the City of Russellville or the lawful successor, transferee, or assignees thereof.
- (g) "Franchisee" means the Russellville Electric Plant Board, or the lawful successor, transferee, or assignee thereof.
- (h) "Public Way" is the surface and the space above and below and public street, avenue, highway, boulevard, concourse, driveway, bridge, tunnel, park, parkway, waterway, alley, right-of-way, public utility easement, and any other public ground or water subject to the jurisdiction and control of Franchising Authority.
- (i) "Service Areas" means the present municipal boundaries of Franchising Authority, and shall include and additions thereto by annexation or other legal means.
- (j) "Subscriber" means a user of the Cable System who lawfully receives Cable Service or other service thereby with the Franchisee's express permission.
- (k) "Video Programming" means programming provided by, or generally considered comparable to programming provided by a television broadcast station.

### **Section 3. Grant of Authority.**

- (a) There is hereby granted by the City to the Grantee the right and privilege to construct, operate, maintain and extend a cable system to all places within the City. The rights granted hereunder shall be non-exclusive and shall not be transferred or assigned without the prior approval of the City.
- (b) The Grantee shall have the right to use and occupy roads, streets, alleys, public ways and easements for the purposes of installing its wires, cables, fiber and associated equipment in or on poles, by direct burial, or in underground conduits as necessary for the operation of the cable system. This authority, however, does not obviate the need for obtaining permits from the City for construction involving the disturbance of public streets, sidewalks or thoroughfares and for compliance with all City regulations and requirements relative to construction and operation of facilities in the public rights-of-way.

### **Section 4. Compliance with Applicable Laws and Ordinances.**

The Franchisee shall be required to comply fully with all federal and state statutes and regulations governing cable communications and all City Ordinances which may apply to the activities of the Franchisee.

### **Section 5. Provision of Service.**

- (a) Franchisee shall build out its cable system to provide service to the entire area located inside the corporate limits of the City of Russellville as those limits exist at the date of this agreement. In the event the City should annex area not currently in the City's limits and the newly annexed area is not being serviced by the Franchisee, Franchisee shall extend service to the newly annexed area whenever franchisee has received a request form at least fifteen (15) subscribers within 1,320 strand feet (one-quarter mile) of its nearest fiber optic backbone, provide that such extension is technically and economically feasible, as determined by Franchisee. Such extensions will be at no charge to the subscribers.
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- (c) Nothing herein shall prohibit Franchisee from extending service to areas Franchisee deems feasible to serve, without regard to number of subscribers requesting service.

### **Section 6. Liability and Indemnification.**

- (a) Grantee shall provide evidence of Comprehensive General Liability insurance coverage in the amount of \$1,000,000 on or before the effective date of this Agreement. Such insurance shall designate the City as additional insured, and annually, upon request by the City, the Franchisee shall provide the City a Certificate of Insurance evidencing such insurance.
- (b) Franchisee agrees to indemnify, save and hold harmless, and defend the City, its officers, board and employees from and against any liability for damages and for any liability claims resulting from property damage or bodily injury (including accidental death) which arise out of Franchisee's construction, operation, or maintenance of its Cable System, including not limited to, reasonable attorney's fees and costs.

### **Section 7. Other Services and Business Licenses.**

This Agreement authorizes the operation of a cable system for the provision of cable and other services as provided for herein, and does not take the place of any other franchise, license, or permit which might be required of the Franchisee by law; provided, however, the City has no objection to nor will it require any other authority for Franchisee to utilize its Cable System facilities to provide communications and other services over its Cable System facilities to the extent consistent with applicable state and federal laws and regulations.

### **Section 8. Duration and Acceptance of Agreement.**

This Agreement and the rights, privileges, and authority hereby granted shall take effect and be in force from the effective date of this Agreement and shall continue in force throughout its term.



**Section 9. Franchise Fee.**

In consideration of the granting of a Non-exclusive Franchise, Grantee shall be subject to such fees and/or taxes imposed upon Grantee as a provider of multichannel video programming services, that are applicable on providers of these services as stated in KRS 136.600-136.660. Said fees and/or taxes are in lieu of all other fees or taxes, including occupational, license, excise and special taxes or fees, which would otherwise be imposed by the City upon Franchisee, except municipal ad valorem taxes on property located within the limits of the City of Russellville.

**Section 10. System Maintenance.**

The Franchisee shall maintain its Cable System at the highest state of the art economically feasible and reasonably appropriate for the age, size and nature of the Cable System, and provided that no reconstruction shall be required during the term of this Agreement.

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All formal notices under this Agreement shall be delivered by hand, U.S. mail (certified or registered), or any courier service that verifies the date of delivery and shall be considered given upon the date of receipt. Notices sent to the City shall be addressed to the City Clerk with a copy to the City Attorney. Unless the City is advised otherwise in writing, notices sent to the Franchisee shall be addressed as follows:

Superintendent  
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P. O. Box 418  
Russellville, KY 42276-0418

**Section 12. Miscellaneous provisions.**

- (a) Whenever this Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence.
- (b) This Agreement may not be amended except by written instrument executed by both parties hereto.
- (c) This Agreement shall be interpreted under the laws of the Commonwealth of Kentucky.
- (d) If any provision of this Agreement is found by any court, government agency or other body having jurisdiction to be invalid, illegal or unenforceable, the parties shall negotiate appropriate changes to such provision, and the remaining provisions, to the extent practical, shall remain in full force and effect.
- (e) Prevention or delay of performance by Franchisee of any obligation under this Agreement due to circumstances beyond the control of the Franchisee due to unforeseen circumstances or Acts of God shall not be deemed noncompliance with, or in violation of, this Agreement for the period of time that such circumstances or Acts of God reasonably preclude the Franchisee's performance.

**Section 13. Term of Agreement.**

This Agreement shall take effect on the effective date hereof and remain in effect for a period of fifteen (15) years thereafter unless earlier terminated pursuant to the provisions of the Ordinance or this Agreement.

**IT IS SO AGREED.**

CITY OF RUSSELLVILLE, KENTUCKY

By:

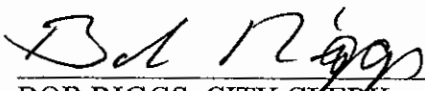
  
\_\_\_\_\_  
MARK STRATTON, MAYOR

RUSSELLVILLE ELECTRIC PLANT BOARD

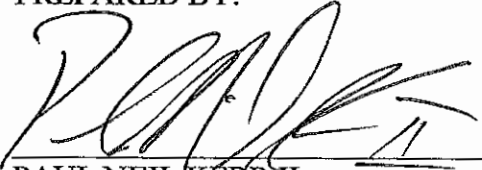
By:

  
\_\_\_\_\_  
LARRY WILCUTT, SUPERINTENDENT

ATTEST:

  
\_\_\_\_\_  
BOB RIGGS, CITY CLERK  
CITY OF RUSSELLVILLE

PREPARED BY:

  
\_\_\_\_\_  
PAUL NEIL KERR II  
RUSSELLVILLE CITY ATTORNEY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Wells Fargo Ins Services USA, Inc. (ATL) 3475 Piedmont Road, Suite 800  Atlanta GA 30305	<b>CONTACT NAME:</b> Danielle Ham <b>PHONE (A/C No. Ext):</b> (404) 923-3700 <b>FAX (A/C No.):</b> (877) 362-9069 <b>E-MAIL ADDRESS:</b> danielle.ham@wellsfargo.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B: Affiliated FM Insurance Company</td> <td>10014</td> </tr> <tr> <td>INSURER C: Westchester Fire Insurance Compa</td> <td>10030</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B: Affiliated FM Insurance Company	10014	INSURER C: Westchester Fire Insurance Compa	10030	INSURER D:		INSURER E:		INSURER F:
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<b>INSURED</b> Russellville Electric Plant Board  PO Box 418  Russellville KY 42276-0418 (270) 726-2466														

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 209054

REVISION NUMBER:

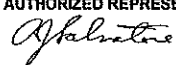
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		35901355	7/1/2011	7/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		70206398	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		G24026164004	7/1/2011	7/1/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	71725747	7/1/2011	7/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property - Special Form		GR761	7/1/2011	7/1/2012	Blanket Limit \$ 7,839,026

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is included as additional insured on above General Liability policy as required by written contract as their interest may appear.

**CERTIFICATE HOLDER****CANCELLATION**

City of Russellville  168 South Main Street  Russellville KY 42276	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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