

March 11, 2022

Ms. Linda Bridwell Executive Director Public Service Commission of Kentucky 211 Sower Boulevard Frankfort, Kentucky 40602 LG&E and KU Energy LLC Legal Department 220 West Main Street Louisville, Kentucky 40202 www.lge-ku.com

Sara V. Judd Senior Counsel T 502-627-4850 F 502-627-3367 Sara.judd@lge-ku.com

# RE: Electronic Application of Kentucky Utilities Company for a Certificate of Public Convenience and Necessity Authorizing KU to Bid on a Franchise Established by the City of London, Case No. 2022-00080

Dear Ms. Bridwell:

Enclosed please find an Electronic Application for a Certificate of Public Convenience and Necessity ("CCN"), to enable Kentucky Utilities Company (the "Company") to apply for an electric franchise with the City of London (the "City") pursuant to KRS 278.020(4). Pursuant to Ordinance No. 30-20, the City Council of London, Kentucky was directed to advertise forbids for the sale of an electric franchise in the City. The Company asks that the Commission enter an Order granting a Certificate of Public Convenience and Necessity to bid for and acquire a franchise from the City on or before March 16, 2022, For many years, the Company has been the owner of a franchise granted by the City to erect facilities for providing electric service to the City and the inhabitants thereof. The franchise to be obtained will replace the previous franchise.

In accordance with the Commission's Order of December 2, 2021 in Case No. 2020-00085 (Electronic Emergency Docket Related to the Novel Coronavirus COVID-19), this is to certify that the electronic filing has been transmitted to the Commission on March 11, 2022, and that there are currently no parties in this proceeding that the Commission has excused from participation by electronic means.

Yours truly,

San V. gdv

Sara V. Judd Enclosures

## **BEFORE THE**

# KENTUCKY PUBLIC SERVICE COMMISSION

## In the Matter of:

# ELECTRONIC APPLICATION OF KENTUCKY)UTILITIES COMPANY FOR A CERTIFICATE OF PUBLIC)CONVENIENCE AND NECESSITY AUTHORIZING KU)CASE NO. 2022-00080TO BID ON A FRANCHISE ESTABLISHED BY THE CITY )OF LONDON, KENTUCKY)

### APPLICATION

The Applicant, Kentucky Utilities Company ("KU"), respectfully states as follows:

1. The full name and mailing address of KU is Kentucky Utilities Company, One Quality Street, Lexington, Kentucky 40507. KU may be reached by electronic mail at the electronic mail addresses of its counsel set forth below.

2. KU is a utility engaged in the electric business. KU generates and purchases electricity, and distributes and sells electricity at retail in the following counties in Central, Northern, Southeastern, and Western Kentucky:

Adair	Edmonson	Jessamine	Ohio
Anderson	Estill	Knox	Oldham
Ballard	Fayette	Larue	Owen
Barren	Fleming	Laurel	Pendleton
Bath	Franklin	Lee	Pulaski
Bell	Fulton	Lincoln	Robertson
Bourbon	Gallatin	Livingston	Rockcastle
Boyle	Garrard	Lyon	Rowan
Bracken	Grant	Madison	Russell
Bullitt	Grayson	Marion	Scott
Caldwell	Green	Mason	Shelby
Campbell	Hardin	McCracken	Spencer
Carlisle	Harlan	McCreary	Taylor

Carroll	Harrison	McLean	Trimble
Casey	Hart	Mercer	Union
Christian	Eubank	Montgomery	Washington
Clark	Henry	Muhlenberg	Webster
Clay	Hickman	Nelson	Whitley
Crittenden	Hopkins	Nicholas	Woodford
Daviess			

3. The instant filing is made in accordance with Section 278.020(4) of the Kentucky Revised Statutes.

4. KU was incorporated in Kentucky on August 17, 1912, and in Virginia on November 26, 1991 (and effective as of December 1, 1991), and is in good corporate standing in both states. A copy of the Certificate is attached as Exhibit B.

5. Pursuant to 807 KAR 5:001 Section 8, on March 10, 2022, KU filed with the Commission notice of its intent to use electronic filing procedures in this proceeding. Copies of all orders, pleadings, and other communications related to this proceeding should be directed to:

Robert M. Conroy Vice President – State Regulation and Rates LG&E and KU Services Company 220 West Main Street Louisville, Kentucky 40202 robert.conroy@lge-ku.com

Allyson K. Sturgeon Vice President & Deputy General Counsel-Regulatory PPL Services Corporation 220 West Main Street Louisville, Kentucky 40202 allyson.sturgeon@lge-ku.com

> Sara V. Judd Senior Counsel LG&E and KU Services Company 220 West Main Street Louisville, Kentucky 40202 sara.judd@lge-ku.com

Rick E. Lovekamp Manager – Regulatory Strategy/Policy LG&E and KU Services Company 220 West Main Street Louisville, Kentucky 40202 rick.lovekamp@lge-ku.com

6. Receipt of the requested certificate will allow KU to pursue its bid on a new franchise for which the City of London, Kentucky (the "City") has solicited bids pursuant to resolution or ordinance and advertisement, a copy of which is attached hereto as Exhibit A.

7. There is and will continue to be a demand and need for electric service in the areas of the City subject to the franchise, and KU desires to obtain a franchise in accordance with the bidding protocol established by the City.

8. Should KU be successful in acquiring said franchise, it will file copies thereof with the Commission.

WHEREFORE, Kentucky Utilities Company asks that the Commission enter an Order granting to KU a Certificate of Public Convenience and Necessity to bid for and acquire a franchise from the City on or before March 16, 2022.

Dated at Louisville, Kentucky, this 11th day of March 2022

San V. gdv

Sara V. Judd Senior Corporate Attorney LG&E and KU Services Company 220 West Main Street Louisville, Kentucky 40202 sara.judd@lge-ku.com

Exhibit A

#### COMMONWEALTH OF KENTUCKY CITY OF LONDON ORDINANCE NO. 2022-02

AN OUDFANCE CREATING AND ESTABLISHING FOR BID A NON-EXCLUSIVE ELECTRIC FRANCHER FOR THE FLACEMENT OF PACILITIES FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF ELECTRICAL ENERGY WITHIN THE MUSICIN ARANCHES FEE OF THREE PERCENT (3%) OF FRANCHISEES GROSS RECEIPTS FER YEAR FROM THE FRANCHISEES SALE OF ELECTRICATION LECTRIC-CONSUMING ENTITIES INSIDE THE: CITY OF LONDON CORROLL RECEIPTS OF YEAR FROM THE FRANCHISEES SALE OF ELECTRICATION RECEIPTS FER YEAR FROM THE FRANCHISEES MADE OF ELECTRICATION RECEIPTS FER YEAR TRANSPORT OF COMPLIANCE WITH RELEVANT LAWS, RECULATIONS AND STANDARDS, INDEMNIFICATION; INSURANCE: CANCELLATION OR TERMINATION; AND BID REQUIREMENTS; ALL EFFECTIVE ON DATE OF PASSAGE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LONDON: SECTION 1.-

(a) There is hereby created a non-exclusive franchise to enter upon, lay, acquire, construct, operate, maintain, install, use, and repair, in the Right-Of-Way of the City, a system or works for the generation, transmission, and distribution of electrical energy within the corporate boundaries of the City as it now exists or may hereafter be constructed or extended, subject to the provisions of this Ordinance. Such system may include pipes, wire, manholes, ducts, structures, stations, owers, amplifiers, poles, overhead conductors and devices, underground conductors and devices, transformers, and any other apparatus, equipment and facilities (collectively, "Equipment") essary, essential, and/or used or useful to the distribution and sale of electric service through the City and to any other town or any portion of the county or to any other county ("Services Additionally, the Company shall have the right to use the streets and all rights-of-way with its service and maintenance vehicles in furtherance of this Franchise. Unless there is an emergency, prior to beginning the construction or installation of any new equipment under this Franchise, the Company shall obtain any necessary governmental permits for such construction or installation, copies of which it shall provide to the City. Work performed by the Company under this Franchise shall be performed in a workmanlike manner and in such a way as not to unnecessarily interfere with the public's use of City streets. Whenever the surface of any City street is opened, it must be acred at the expense of the Company within a reasonable time to a condition comparable to what it was prior to the opening thereof.

(b) The Company will replace segments of existing overhead facilities within the Right-Of-Way with underground facilities at the request of and cost to the City in accordance with its general underground practices and procedures and rules established by the Kentucky Public Service Commission. Subject to such practices and procedures and rules, repairs or replacements of existing facilities or construction of new facilities within areas where existing facilities have been placed underground at the request of the City also shall be placed underground; provided, however, the City pays incremental costs associated with placing new facilities in such areas underground, if any.

SECTION 2. The following definitions apply to this Ordinance:

Council means the legislative body of the City of London.

Company means the Party or Person that shall become the purchaser of said franchise, or successor or assignce of such Party or Person.

succession of an igner of brand have go of the

Facility includes all property, means, and instrumentalities owned, operated, leased, licensed, used, formished, or supplied for, by, or in connection with the business of the utility in the Right-Of-Way.

Government or City means the City of London.

Gross Receipts means those amounts of money which the Company receives from its customers within the City's gangraphical limits or boundaries for the retail sale of electricity under rates, temporary or permanent, authorized by the Kentucky Public Service Commission and represents amounts hilled under such rates as adjusted for refunds, the net write-off of mooffectible accounts, corrections or other regulatory adjustments. Gross Receipts does not include miscellaneous service charges, including but not limited to turn ons, meter sets, non-sufficient funds, controlious in sid of construction, line extension costs, late fees and interest, which are related to but are not a part of the actual retail sale of electricity.

Party or Person means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a Utility, a successor or assign of any of the foregoing, or my other legal entity.

Public Unline or Unline means a Party or Person that is defined in KRS Chapter 278.010 as a utility and (i) is subject to the jurisdiction of the Kentucky Public Service Coramission or the Federal Energy Regulatory Commission, or (ii) is required to obtain a franchise from the Government to use and occupy the Right-Of-Way pursuant to Sections 163 and 164 of the Kentucky Constitution.

 $R_{\rm R}ght-Of-Way$  means the surface of and the space above and below a public roadway, highway, street, froeway, laos, path, sidewalk, alley, crunt, boulevard, avenue, parkway, cartway, bicycle lene or path, public sidewalk, or essencent held by the Government for the purpose of public travel and shall include Rights-Of-Way as shall be now held or hereafter held by the Government

SECTION 3. The Franchise created herein shall be non-exclusive and shall continue for a period of ten (10) years from and after the effective date of this Ordinance, as set forth in Section 5. The Company may, at its option, terminate this Franchise upon forty-five (45) days' written notice if (a) the City breaches any of its obligations hereuader and such breach is not cured within thirty (30) days of the Company's notice to the City of such breach; (b) the Company is not permitted to pass through to affected customers all fees payable by it under Section 9 herein: or (c) the City creates or mends any ordinance or regulation which, in the Company's sole discretion, would have the effect of (i) substantially altering, amending or adding to the terms of this Ordinance, (ii) substantially impairing the Company's ability to perform its obligations under the Franchise in an efficient, unencumbered and profitable way; or (iii) prevcating the Company from complying with applicable statutes or regulations, rules or orders issued by the Kentucky Public Service Commission. Without diminishing the Company's rights under this Section 3, the City agrees that to the extent it desires to pass or amend an ordinance or regulation which could have the effect of substantially (i) altering, amending, or adding to the terms of this Ordinance; (ii) impairing the Company's ability to perform its obligations under this Franchise in an efficient, unencumbered and profitable way; or (iii) preventing the Company from complying with applicable statutes or regulations, rules or orders issued by the Kentucky Public Service Commission, that it will first discuss such proposed ordinance or regulation with the Company and the parties abilit negolitate in good fuilt pregarding the same.

SECTION 4. The Company is authorized to operate throughout all the territory within the corporate limits of the City for which it is authorized under state or federal law.

SECTION 5. This Ordinance shall become effective on the date of its passage and publication as required by law. The Franchise created by this Ordinance shall take effect no earlier than thirty (30) days after the City Council accepts the bid(s).

SECTION 6. Subject to Section 3 hereof, the Company will comply with all applicable provisions of lawful City ordinances and regulations (including any amendments thereto), unless such provisions (i) coafficit with or impair the Company's ability to comply with any rule, regulation or order issued by the Kentucky Public Service Commission related to the Company's rales or services, or otherwise (ii) are preempled by the action of any state or federal authority with jurisdiction over the Company.

The Company shall not be excused from complying with any of the terms and conditions of this Ordinance by any fuilure of the Government, upon any one or more oceasions, to insist upon the Company's performance or to acek the Company's compliance with any one or more of such terms or conditions.

SECTION 7. Rights Reserved by City. Subject to the above provisions, the Franchise created by this Onlinence is expressly subject to the right of the City to repeal the same for misuse, nonuse, or the Company's failure to comply with applicable local, state or federal laws. SECTION 5. As consideration for the granting of the Franchise created by this Ordinance.

the Company agrees it shall defend, indemnify, and hold harmless the Government from and against clamms, suits, emuse of action, proceedings, judgments for damages or equitable relief, and costs and expenses asserted against the Government that the Company's use of the Right-Of-Way or the presence or operation of the Company's equipment on or along, aid Right-Of-Way has caused damage to tangible property or bodily injury; if and to the extent such damage or injury is not caused by the Government's negligence. The Government shall notify the Company in writing within a reasonable time of receiving notice of any issue it determines may require indennification.

SECTION 9. Employe Feet. As compensation for the Franchise created by this Ordinance the City shall receive payment of a total annual franchise fee of three persent (3%) of gross receipts per year from the Company's sale of electricity to electric-consuming earlies (which includes besideneses, industrial facilities and dwellings) inside the City's corporate limits; provided, however, the City shall notify the Company, at least thirty (30) days prior to the effective date, of any annexations or other changes in the City's boundaries and provide the Company the 911 list in electronic format of all addresses of the territory annexed or added to or de-annexed or otherwise removed from the Government's limits that are to be served by the Company.

Payment of any answurk due under this Franchise shall be made on a quarterly basis within forty-five (45) days of the end of the preceding payment period.

No acceptance of any franchise fee payment by the Government shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount nor shall acceptance be deemed a release to any claim the Government may have for future or additional sums pursuant to this Franchise. Any additional amount due to the Government shall be paid within thirty (30) days following written notice to the Company by the Government.

Any other fees assessed to the Company in connection with the Company's use of the City's public ways, including fees associated with pennits and licenses of whatever nature, shall be reyable by the Company only if and to the extent the Company is authorized by the Kentucky Public Service Commission (or its successor) to pass through such fees to the entitles served by it inside the City's corporate limits.

To the extent the Company actually incurs other reasonable incremental costs in onnnection with its empliance with the Government's ordinances, the Government agrees that the Company may recover such amounts from its customers pursuant to the terms of a tariff filed with and approved by the Kentucky Public Service Commission, if otherwise permitted by law.

SECTION 10, The Company shall maintain in force through the term of the Franchise insurance coverage for general liability insurance, auto liability and workers compensation, in accordance with all applicable laws and regulations. The Company shall maintain a general liability and auto liability coverage minimum limit of \$2,000,000 per occurrence. The Company may elect to self-insure all of part of this rooutrement.

SECTION 11. The Company agrees to charge such rate or rates for electrical service so may from time to time be fixed by the Public Service Commission of Kentucky or any successor regulatory body.

#### SECTION 12.

(a) In addition to all other rights and powers pertaining to the Government by virtue of the Franchise created by this Ordinance or otherwise, the Government, by and through its City Council, reserves the right to terminate and cancel this Franchise and all rights and privileges of the Company hereander in the event that the Company:

> Willfully violates any material provision of this Franchise or any material rule, order, or determination of the Government made pursuant to this Continued to 10B

10B   WEDNESDAY, MARCH 9, 2022				 The Sentinel-Echo   www.sentinel-echo.com		
Gibeon, Martin, Fender, Gretsch, Bephane, Guild, Moerin, Rickan- Strombeg, And Gibeon Mandolins J. Strombeg, And Gibeon Mandolins J. Banjoe, 806-812- 4036 PAOFESSIONAL SERVICE Become a Publish- be Read You Book! Dorrance Publish- to Read You Book! Dorrance Publish- back manuscript automisione out- toors Stroke 1920 Dock manuscript automisione out- merky Sandag Computing Consultation, Phon Sandour Free Au- tor's Book 1-855- 200-2821 or visit dorranceinto.com/K entucky	Pets J. Want to Buy a Jack Russel dog. Call Perry McCracken 605-843-0464 Land & Acreage Land tor Sale 55 Acrea, located off the new Hwy 30, 2 miles from down town London, KY. \$460,000 OBD Call 850-557-4189 Homes for Rent 3 Beddoom, 1 1/2 Bath bick ranch, all Same and London Same and London London London Same and London Same and London Sa	Apartments for Rent 1 & 2 bactroom evantable. 1 BEDROOM SSOO MANTH SSOO MANTH SSOO MEROSIT 2 BEDROOM SSOO MANTH SSOO DEFOSIT Not pat triantly and SSOO DEFOSIT Not pat triantly and that and a Loose 21 Not pat triantly and the same triantly	Attos 1992 CHEVROLET CAMARD 228 23th Anniversary Edition. Excellent value \$19,000. FOR SALE: 2009 NISSIAN PATHFINDER: 4 Door, Silver, 50,000 miles, 6 cylinder, Automatic, 4 Door, Silver, 50,000 miles, 6 cylinder, Automatic, 4 Att. Excellent oor- dition, Feature In- tion, Feature In- 62,000 call fool 224-7342 or email rechamsdage idoud.com	ATV & Motorcycles 2001 Harley FxDy- na Wride Gilde, 15,000 miles, New Bres.Comes With ory- tices.Comes With ory- el jacket, gloves, Hane schaust, Pret- ty M.C. \$9440, Lon- don, KY, 2009-917- 9190. HARLEY FOR SALE: 2006 Harley Darkf- son Horizage Satali, 2,942 extaal miles, building loopt, Back- cherry in color, ex- cellent conditions of extras. Serious callers only a message.	Trucks 1999 FORD RANGER 5 upped 4 cyclinder Good condition Supped 4 cyclinder Good condition akeing 52400 Call 859-202-1243, DEER HUNTERS SPECIAL - BUS CAMPER EOR SALE: School bus convert- ed to a camper Buctic, retrigerator & microwrww \$3,000 Call Demver Jonee Buctic, Strager 2026, FOR SALE: 2002 FORD P150 Call Camper Jone Call Camper Convert, Extra Clean, Automatic Cruise, Automatic Cruise, Automatic FOR SALE: 100 Demage, color Marcon, \$4,950	FOR SALE: 2002 FORD F150, 4X4 Et. Cab, 46 En. gins, Muto, Ar, Ec. Status, Ar, 46 En. gins, Muto, Ar, Ec. Status, Ar, 46 En. gins, Muto, Ar, Ec. Status, Ar, 46 En. Status, Ar, 47 En. Status, Ar, 48 En. St

franchise to the Company

Franchise, except where such violation is without fault or through excusable neglect:

(2) Willfully attempts to evade any material provision of this Franchise or matices any fraud or deceit upon the Government;

(3) Knowingly makes a material reisrepresentation of any fact in the application, proposal for renewal, or negotiation of this Franchise;

(4) If experiencing a foreclosure or other judicial sale of all or a substantial part of the Company's facilities located within the City of London, the Company shall provide the Government at least thirty (30) days advance written notice of such foreclosure or sale; or

(5) Is no longer able to provide regular and customery service to its customers in the franchise area.

(b) Prior to attempting to terminate or cancel this Franchise pursuant to this section, the City's Mayor or his or her designce, or the City Council shall make a written demand that the Company do or comply with any such provision, rule, order or determination. If the violation, found in Section 12(a), by the Company continues for a period of thirty (30) days following such written demand without written proof that corrective action has been taken or is being actively and expeditiously pursued, the Government may place its request for termination of this Franchise as only as the next regular City Council needing agenda. The Government shall cause to be served upon Company, at least ten (10) days prior to the date of such City Council meeting, a written notice of Intent to request such termination and the time and place of the meeting, legal notice of which shall be published in accordance with any applicable laws.

 It shall be a defense to any attempt to terminate and cancel this Franchise that the Company was relying on federal law, state law, or a valid tariff in acting or not acting on the issue in dispute.

(2) The City Council shall consider the request of the Government and shall hear any person interested therein, and shall determine in its discretion, whether or not any violation by the Company was with just cause.

(3) If such violation by the Company is found to have been with just cause, the City Council shall direct the Company to comply therewith within such time and mammer and upon such terms and conditions as are just and reasonable.

(4) If the City Council determines such violation by the Company was without just cause, then the City Council may, by resolution, declare that this Franchike of the Company shall be terminated and forfaited unless there is compliance by the Company within such period as the City Council may fix.
(c) Any violation by the Company or its successor of the material provisions of this Franchise, or the failure promptly to perform any of the provisions thereof, shall be cause for the forfaiture of this Franchise and I rights hereunder if, after written notice to the Company and an opportunity to cure, such violations, failure or default containes are step in Seriion 12(a).

SECTION 13. Right to Cancel the Cruy Council shall have the right to cancel the Franchise created by this Ordinance thirty (30) days after the appointment of a receiver or trustee to take over and conduct the business of the Company, whether in receivership, reorganization, banknytey or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said thirty (30) days, unless:

> Within thirty (30) days after his election of appointment, such receiver or trustee shall have fully complied with all the provisions of this Ordinance and remedied all defaults thereunder; and,

> 2. Such receiver or trustee, within said thirty (30) days shall have excented an agreement, duly approved by the court having juriadiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Ordinance and the Franchise granted to the Company.

SECTION 14. In the event the sale of electricity is deregulated within the Commonwealth of Kenucky, and deregulation results in a material shortfall of revenue to the Government, the Government shall have the option of terminating this Franchise with the Company. If this Franchise is terminated by the Government pursuant to this provision, the Government and the Company shall have a duty to negotiate in good faith with respect to offering a mutually acceptable SECTION 15.The Company shall have the authority to trim and/or clear trees and other vegetation located within or overhanging the Right-OF-Way as as to prevent the branches of such trees from coming in contact with the wires, cables, or other Facilities of the Company. In the event that the Company fails to timely and sufficiently respond to a legitimate and reasonable complaint regarding its failure to trim such trees, and such complaint is made known to the Government, the Government shall contact the Company with respect to auch matter and attempt to reach a satisfactory result.

SECTION 16. This Ordinance and any Franchise awarded pursuant to it shall be governed by the laws of the Commonwealth of Kentucky, both as to interpretation and performance. The venue for any litigation related to this Ordinance and any Franchise awarded pursuant to it shall be in a court of competent jurisdiction in Laurel County. Kentucky.

SECTION 17. This Ordinance and any Franchise awarded pursuant to it does not create a contractual relationship with or right of action in favor of a third party against either the Government or the Company.

SECTION 18.1f any section. sentence, clause or phrase of this Ordinance is held uncoastitutional or otherwise invalid, such infimity shall not affect the validity of the remaining. Ordinance.

SECTION 19. It shall be the duty of the City's Mayor, or his/her designee, to offer for sale at public auction the Franchise and privileges created hereander. Said Franchise and privileges shall be sold to the highest and beat bidder or biddern at a time and place fixed by the City's Mayor after he or she has given due notice thereof by publication or advertisement as required by law. In awarding the franchise, the City shall consider the tochnical, managerial, and financial qualifications of the hidder to perform its obligations under the franchise.

SECTION 20.Bids and proposals for the purchase and acquisition of the fimechiae and privileges hereby created shall be in writing and shall be delivered to the City's Mayor, or his/her designee, upon the date(s) and at the times(s) fixed by him or her in said publication(s) or advertisement(s) for receiving same. Thereafter, the City's Mayor shall report and submit to the City Council, at the time of its next regular meeting or as soon as practicable thereafter, said bids and proposals for its approval. The City Council reserves the right, for and on behalf of the Government, to reject any and all bids for said franchise and privileges; and, in case the bids reported by the City's Mayor shall be rejected by the Council, it may direct, by resolution or ordinance, said franchise and privileges to be again offered for sale, from time to time, util a satisfactory bid therefore shall be received and approved. Upon the approval of a satisfactory bid, the City Council shall award a franchise only after the execution of a written franchise agreement between the City and the Company that incorporates the provisions of this Ordinance.

In addition, any bid submitted by a corporation or person not already owning within the territorial limits of the City a plant, equipment, and/or Facilities sufficient to render the service required by this Ordinance must be accompanied by cash or a certified check drawn on a bank of the Commonwealth of Kentucky, or a national bank, equal to five percent (5%) of the fair estimated cost of the system required to render the service, which check or cash shall be forfeited to the Government in case the bid should be accepted and the biddler should fail, for thirty (30) days after the confirmation of the sale, to pay the price and to give a good and sufficient bond in a sam equal to one-fourth (1/4) of the fair estimated cost of the system to be erected, conditioned that it shall be enforceable in case the purchaser should fail, within sixty (60) days, to establish and begin rendering the service in the manner set forth in this Ordinance. Bids shall include such documentation as is necessary to support the bidder's determination of the fair estimated cost of the system required to render the service. Government reserves the right to review any of bidder's supporting documentation which justifies bidder's determination of said estimated cost. Such deposit need not be made by a corporation or person already owning within the territorial limits of the City a plant, equipment, and/or Facilities sufficient to render the service required by this Ordinance.

FIRST READING: MARCH 1, 2022 SECOND READING: MARCH 7, 2022 PUBLICATION: MARCH 9, 2022

TROY RUDDER, MAYOR ATTEST MARCY BLART CITY CLARK

	Prepare now, Free	Request a FREE.	ANCE from Physi-	GUARANTEED Life	penses meds,	ter, Call 866-256-	card, larms apply. 1-	for First month free
BATH & SHOWER	Warnes and and and	no abligation such	eiene Mutuel Insur	insurancel No modi-	seconda plante at dosa	1169	844-759-0616	\$75 00/off 1st year
IPDATES in an lit-	warranty (\$695 val-	Inday, Cell 1-844-	ance Company.	cal exam or health	times and handles			1-855-536-7294
ie as ONE DAY! Af-	uel Remast a free	499-0041	ance Company, Coverage for 350	questions. Cash to	prescription refill	Earthlink High	4G LTE Home Inter-	
ardeble prices - No	quote today! Call for		antipecord and	help pay funeral and	and delivery lor you.	Speed Internet, As	net Now Available!	Cable Price In
armonte for 18	additional terms and	IBS HELP	plus procedures. Real dental insur-	other final expens-	Startino at	Low As	Get GotW3 with	crease Again'
amital lidatima	conditions 1-844-	ARE YOU BEHIND	ance - NOT just a	es. Cell Physicians	\$24,99/month, No	514.95/month (1br	lightning last speeds	Switch to Directly
normante e arafaa.	699.9576	\$10k OR MORE ON	discount plan Do	I ite Insurance Com-	initiation fee 90-dev	the first 3 months.)	plus take you serv-	& Save + get a \$100
ional installs Sa.		YOUR TAXES?	nol wait Call now	pany- 844-950-2448	risk-FREE trial! Call	Reliable High Speed	ice with you when	VIBA GITI CALOE GE
ior & Military Die.	The Generar	Stop wang & bank	Get your FREE	or visit	1-888-573-3103	Fiber Optic Technol-	you travel! As low	More Channels Fo
aldelieve eterno	PWRcell a solar	loving lights & all-	Dental Information	www.Lite55plus.in-		ogy, Stream Videos,	as \$109.99/mo! 1-	Less Money, He
Coll: 044-266-1122	nius botton/ storada	dite unfiled tex re-	Kit with all the de-	IO/KYDIGSS		MUSIC AND MOTE!	888-610-0053	sulcionas apply, Ga
Jan. 044-200-1166	avelon SAVE mon-	turne navrall issues	Laile! 1-855-900-	chttp://www.ilife55pl	MISCELLANEOUS	Call Earthlink Today		Now! 1-844-959
IONE REDVICES	av radiuse your reli-	& resolve tay debt	7392 www.den-	us into/kypress>	PAYING TOP CASH	1-866-930-8254	ATTENTION	4732
CHERAC Reader	ance on the grid	EAST Coll 855-077.	tal50plus.com/26	and the state of the state.	FOR MEN'S		HOMEOWNERSI	
Concentration orthogy	aronara for nower	2847 (Hours: Mon.	# 6 2 5 8	MEDICAL ASSIS-	SPORT WATCHES!	HughesNet Satellite	YOU CAN PRO-	
advun nomer dur.	prepare and power	Fri Zom-Som	<http: td="" www.den-<=""><td>TANCE</td><td>Bolex Breitling.</td><td>Internet - Finally, no</td><td>TECT YOUR AP-</td><td>MUSICAL INSTRU</td></http:>	TANCE	Bolex Breitling.	Internet - Finally, no	TECT YOUR AP-	MUSICAL INSTRU
his routes thilly an	sour home Full in-		tal50plus com/26%2	Horo takes the	Omega Patek Phil-	hard data limits! Call	PLIANCES AND	MENIS
of onny hower one.	stallation convicce	INSURANCE	0#6258~	siress out of menao-	ione Heuer Davto-	today for speeds up	SYSTEMS. For just	TOP CASH PAIL
ages, so your nome	mailable to Down	REDVICES	0#6258>	ing medications	na GMT Submarin-	to 25mbps as low as	a little more than a	FOR OLD GUI
The series and series	araiabio, 30 DOWII	CENTRE MONT	No. 1. 045 000 00 -1	Litera analy and die	as and Pasadmos	\$50 00/mai \$75 dift	\$1.00/day, Call now	Ta 951 1920-1980

#### NOTICES PUBLIC WHITE . The City of London is soliciting bids from parties interested in obtaining franchises to operate electric systems within the confines of the City of London

The Royal Social Club LLC hereby declares intention(s) to apply for a quota retail mait beverage license(s)

 quota retain man beverage incenset()
 Doing business as The Royal
 may protest the granting of bereby declares intention(s)

 Social Club LC.
 Doing business as The Royal
 may protest the granting of business intention(s)

 Jater than June (12, 2022)
 The owners are as follow:
 control, 500 Merc Street 2

 Jater than June (12, 2022)
 The owners are as follow:
 control, 500 Merc Street 2

 business to be licensed will London, Kentucky, 40741.
 Andam Sasociation, within 80 days of the date of Long the Docated at 12 marchester

The Lify Fire Department has filed an application with the Energy and

ment Cabinet to construct a new fire station near the Lauref River

Environment Capitel to construct a new net station near the Laurer new The Lily Fire Department is located north of the shall be submitted via email has filed an application with intersection of Great Lane to: DOWs(floodplain.bs;yao) the Energy and Environment on Pariston Road in Laurel and music be received by Cabinet to construct a County, KY. Coordinates March 11th, 2022. new fire station near the are: 370680 + 40696. Any Laurel River. The property comments or objections

February ?, 2022, Kevin Whitaker, 3271 Rube Srahh Road, Canner, KY 42722 was appointed Executor of the estate of John Whitaker, decased, Auy persons said estate should prompily submit them in writing to the above. C wilkins, 473 Deborabad, East Bernstah, KY 40728 was appointed Executify of the estate of Kenneth Ray Wilkins, decased, Auy persons said estate should prompily submit them in writing to the above.

he above. February 14, 2022, Kebra

Laurel River. The property comments or objections The Laurel County Fiscal Court will sccept bids for the purchase of a 2022/23 Fire Truck, Class A pumper, with a 1,500 gailon per minute mid-ship pump The Laurel County Fiscal be obtained by contacting 10 South han Kentacky by Court will accept 2007 20 The bids will be in a sealed South a 1,500 gailon per county Fiscal Court / West minute mid-ship pump, 1,000 Knox Fire Department cank, Duelaked specifications Westerfield, Judge Executive approve or deny any or all are very numericant must Laurel County Fiscal Court Fiscal Mark South South

ent of Probate - thru February 2022 App

 Appointment of Probate - thru February 2022

 Kinney & Jerry Kinney, 10
 Fulle, 10
 Rudder Rd., the estate of The Lowing, the estate of Paul Bogs, said estate should promptly submit them the writing to the store.
 Appointment of Probate - thru February 2022

 argants state should be the estate of Paul Bogs, said estate should promptly submit them the writing to the store.
 State should promptly State the estate of Paul Bogs, said estate should promptly State the store.

 Lindag, 10
 Harke Landing, KY 4074, was appointed Administrate of the estate of Lowing April State State

The Laurel County Fiscal Court will receive proposate bilds from qualified vendors for the parchase of 4 APCO P25 UHF Repeaters
The Laurel County Fiscal Court will receive proposate bilds from qualified vendors for the parchase of 4 APCO P25 UHF Repeaters
The Laurel County Fiscal Court will receive proposate bilds and ba present with voite UHF Repeater Bilds and ba present with voite UHF Repeater Bilds and ba present with voite Offse located at 100 South simulates communication may prove or deny any or all endit court will receive the provisions of the present simulation of the simulation of the bilds. The bare fight to and warding approve or deny any or all ap

having claims for or against said estate should promptly submit them in writing to Delilah more than the said the show. Delilah Research Barnald, RY 2017 B & Loyd Evressic, 2017 Mindy Hdge Dr., East Bernstadt, KY 4073, was appointed Administrator of the estate of ecessed. Any persons having claims for or against said estate should promptly submit them in writing to baloos. Reynolds, Sci Reynolds, Rd, East Bernstadt, RV 40728 & Loyd Eversole, 297 Windy Ridge

tranctises to operate electric systems within the confines of the City of London The City of London II (00) years. Bits must meet London City Hall, 501 South interested in obtaining or onlinance ho 222/22 within 401. Sealed bit propossis tranchises to operate is available in the office of should be sent to City Cierk, learning within the City Cirk London City Hall, 501 South Main the confines of the City of Hall, 501 South Main Street, London, Ket V40/41. London, Ketukey, pursuant London, KY 40/741. City Cirk Cirk Sealed bits must be to Ordinance No. 2022. Sealed bits must bid will be non-exclusive 2022, at which them the bids and will be for a term of ten. will be opened publicly in the such franchises.

net-tetta lunuu sontinet-ec

Drive, East Bernstadt, KY 40728, was appointed Co-Administrators of the estate Clyle Marcus Eversile, diseased, July Persons, Bernstein, Schwarz, Schwarz, Bernstein, Schwarz, Bernstein, Schwarz, Bernstein, Schwarz, Bernstein, Schwarz, Bernstein, Schwarz, Schwarz, Schwarz, Schwarz, Schwarz, Bernstein, Schwarz, Bernstei



606-765-2103 • tyeslawncare.com

RENT OR FOR SALE

Ask for Trish

# Exhibit B

•

т 9

.

# [See Attached]

-

# Commonwealth of Kentucky Michael G. Adams, Secretary of State

Michael G. Adams Secretary of State P. O. Box 718 Frankfort, KY 40602-0718 (502) 564-3490 http://www.sos.ky.gov

**Certificate of Existence** 

Authentication number: 225108 Visit https://app.sos.ky.gov/ftshow/certvalidate.aspx to authenticate this certificate.

I, Michael G. Adams, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

# **KENTUCKY UTILITIES COMPANY**

is a corporation duly incorporated and existing under KRS Chapter 14A and KRS Chapter 271B, whose date of incorporation is August 17, 1912 and whose period of duration is perpetual.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that Articles of Dissolution have not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 7<sup>th</sup> day of January, 2020, in the 228<sup>th</sup> year of the Commonwealth.



michael D. adam

Michael G. Adams Secretary of State Commonwealth of Kentucky 225108/0028494