

**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. 2023-00099  
TO BID ON A FRANCHISE ESTABLISHED BY THE CITY )  
OF MORTON’S GAP, 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. This 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 21, 2023, 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:

Sara V. Judd  
Senior Counsel  
PPL Services Corporation  
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 Morton's Gap, 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 May 1, 2023.

Dated at Louisville, Kentucky, day of March 21, 2023.



Sara V. Judd  
Senior Counsel  
PPL Services Corporation  
220 West Main Street  
Louisville, Kentucky 40202  
(502) 627-4850  
svjudd@pplweb.com

## **Exhibit A**

**COMMONWEALTH OF KENTUCKY  
CITY OF MORTON'S GAP**

**ORDINANCE NO. 2023-04**

**AN ORDINANCE CREATING A FRANCHISE FOR THE ERECTION, LAYING AND MAINTENANCE OF ELECTRIC FACILITIES AND APPURTENANT FACILITIES AND EQUIPMENT IN, ALONG AND ACROSS THE PUBLIC WAYS, ROADS, STREETS, ALLEYS AND OTHER PUBLIC PLACES IN THE CITY OF MORTON'S GAP, KENTUCKY: FOR FURNISHING AND SELLING ELECTRICITY BY MEANS OF SAID FACILITIES; AND PROVIDING FOR THE SALE OF SAID FRANCHISE.**

**WHEREAS**, the City of Morton's Gap ("City") wishes to ensure that electric service continues to be furnished to its citizens in a reliable and efficient manner;

**WHEREAS**, the City is aware that the provision of such service requires the continued use of public streets, ways, alleys and other public places;

**WHEREAS**, the franchise granted to and acquired by Kentucky Utilities Company on June 2, 2003, under which that utility provided such service, will expire by its terms; June 2, 2023.

**WHEREAS**, the City wishes to provide for the sale of a new franchise for the benefit of its citizenry, giving effect to Section 96.010 of the Kentucky Revised Statutes;

**NOW, THEREFORE, BE IT ORDAINED** as follows:

Section 1. An exclusive franchise ("Franchise") to use the City's public rights-of-way, as described in the Franchise Agreement attached to this Ordinance, is hereby created.

Section 2. The Franchise created by this Ordinance shall be bid in accordance with the applicable requirements of the Constitution of the Commonwealth of Kentucky and Chapter 424 of the Kentucky Revised Statutes, as well as any applicable City ordinances.

Section 3. The Franchise created by this Ordinance shall be awarded to the highest and best bidder as shall be determined by the City in its sole discretion. In awarding the Franchise, the City shall consider the technical, managerial, and financial qualifications of the bidder to perform its obligations under the Franchise.

Section 4. The winning bidder and the City shall negotiate, execute and be bound by a Franchise Agreement with terms identical to, or substantially identical to, the Franchise Agreement referenced in Section 1 above and attached hereto, such Agreement to contain terms “that are fair and reasonable to the City, to the purchaser of the Franchise and to the patrons of the utility” (KRS Section 96.010). Such Franchise Agreement shall become effective with the first billing cycle on or after the expiration of the existing franchise agreement, to allow the City and the winning bidder to develop appropriate procedures for identifying and reviewing the electric-consuming entities within the City’s corporate limits.

Section 5. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 6. Should any section, clause, line, paragraph, or part of this Ordinance or the attached Agreement be held unconstitutional or invalid for any reason, the same shall not affect the remainder of this Ordinance or the attached Agreement, as applicable.

Section 7. Time is of the essence in carrying out the terms and the provisions of this Ordinance and the Franchise created herein.

Section 8. This Ordinance shall become effective from and after its passage and publication. Read at a meeting of the Morton’s Gap City Council on the 6th day of February 2023; a second reading was held on the 6th day of March 2023; said Ordinance was READ and APPROVED on the 6th day of March 2023.



Chris Phelps, Mayor

ATTESTED BY:



Katie Wyatt, City Clerk

# Pitino again a hot commodity at 70 and with checkered past

BY RALPH D. RUSSO  
AP COLLEGE SPORTS WRITER

ALBANY, N.Y. — It's a March Madness tradition as predictable as a 12-5 upset.  
A successful coach at a small school enters the NCAA Tournament with speculation swirling about being a candidate at a more glamorous school, forcing that coach to dodge questions about his future before the most important games of the season.

The twist this year? That coach is a 70-year-old, two-time national champion whose Hall of Fame four-decade career has been splintered by scandal.

"You're not hired by the internet," Iona coach Rick Pitino said. "My players, it's not a distraction for them at all. I've always taken it as a compliment throughout all the years that if somebody else is interested in you, very thankful for that, but I never pay attention to it."

Pitino has the Gaels in the tournament as champions of the Metro Atlantic Athletic Conference for the second time in his three seasons at the private Catholic school in New Rochelle, just north of New York City.

Iona, a 13 seed, faces fourth-seeded Connecticut from the Big East on Friday in the first round of the West Region. As much as Pitino tries to keep the focus on the Gaels, it seems likely that his time at the school is winding down and he is going to land one more high-profile gig — St. John's Georgetown? Texas Tech? — before he calls it quits.

"Or rather, if he calls it quits."

"Well, I know when he told me he was going to retire at 60 that he was full of

crap," recently retired Syracuse coach Jim Boeheim told The Associated Press. "He'll coach until he's 80 if he can. He loves coaching. We all love it to some extent, but I think he loves it probably more than anybody else."

In 34 full seasons as a college head coach, he has led each of the five schools he has coached to the NCAA Tournament, won national championships at Kentucky and Louisville, and has a .741 winning percentage. He had two stints in the NBA, one with the New York Knicks, and another with the Boston Celtics that didn't produce a playoff appearance. But in college, Pitino has had just one losing season.

"Probably the best basketball coach I've seen or gone up against," said Boeheim, who hired Pitino as an assistant at Syracuse in 1976.

Pitino is back in play for the big schools after being exonerated for NCAA recruiting violations committed by Louisville under his watch and revealed by an FBI investigation into college basketball corruption.

A few days before the season started, the NCAA's outside arm of enforcement, the Independent Accountability Resolutions Process, announced it had found "no violation by (Pitino) occurred given that he demonstrated he promoted an atmosphere of compliance."

Iona and Pitino celebrated the ruling, but it's not the only blemish on his resume.

The 2013 NCAA championship won Pitino won at Louisville was later vacated after an investigation found an assistant coach paid escorts and extort

ers to entertain players and recruits in campus dorms.

There were also personal improprieties revealed during a criminal case against a woman who was found guilty of trying to extort Pitino.  
Before Pitino could serve his five-game suspension for the earlier NCAA case, he was fired by Louisville in 2017 when his program was implicated in the FBI case.

"He did have a couple of things, yeah," Boeheim said. "That's not a lot when you look at more than 40 years."

New Mexico coach Richard Pitino, Rick's son and former assistant, said that as the leader of a program, his father was accountable for the actions of those who worked for him.

"He was held responsible. If people are still outraged by it, I would just tell them they need to move on. Because it wasn't like he didn't go through a lot," Richard Pitino told the AP. "You know he was fired. He ended up having to coach out of this country for two years. He then goes and takes Lon, which he was fortunate to get."

After a season out of coaching and two coaching in Greece, Pitino landed a calculated risk in hiring Pitino when his reputation was tarnished, banking on him not being punished for allegations related to the FBI investigation.

While Iona was vindicated, it also became apparent quickly that it would be difficult for the school to keep its coach.

# Mets' Diaz expected to miss season with torn patellar tendon

BY THE ASSOCIATED PRESS

PORT ST. LUCIE, Fla. — New York Mets closer Edwin Diaz has a torn patellar tendon and is expected to miss the entire season after hurting his right knee while celebrating a victory in the World Baseball Classic.

The Mets announced Thursday night that Diaz had surgery earlier in the day. Without going into specifics, general manager Billy Eppler said Thursday afternoon that a general timeline for recovery from this type of injury is about eight months.

"There are instances where athletes have come back earlier, more around the six-month mark," Eppler told reporters. "But those are a little bit more of the exception than the rule."

The Mets said Diaz is expected to begin a formal rehab program in about a week.

"To all my beloved fans, especially the Mets fans, I want to let you know that I am doing well and healing," Diaz tweeted Thursday night. "I feel blessed and grateful for your support with messages and prayers, thank you very much! I can't wait to see you guys in NY again and play those trumpets."

Diaz, who turns 29 next week, retired the side in order in the ninth inning of a 5-2 victory over the Dominican Republic on Wednesday night that sent Puerto Rico to the World Baseball Classic quarterfinals. As Diaz and his teammates jumped together in the infield, the right-hander collapsed and reached for his right leg. He was taken off the field in a wheelchair.

"Edwin Diaz is a great human being and a fierce competitor," Mets owner Steve Cohen

tweeted. "All of us at the Mets are shaken but determined to sustain our quest for a great season. We wish Edwin a speedy recovery."

Eppler said he spoke to Diaz several times and noted the star reliever was in "great spirits."

"He's a resilient human being," Eppler said. "That's why he is the closer he is. The dude doesn't get rattled."

The Mets re-signed Diaz to a five-year, \$102 million contract — the largest ever for a closer — after he produced a spectacular 2022 season. All player contracts are covered by insurance through the WBC that spans the length of time the player is out with an injury sustained during the tournament.

Diaz went 3-1 with a 1.31 ERA and 32 saves in 35 opportunities while striking out 118 batters in 62 innings last season. He made his second All-Star appearance and finished ninth in NL Cy

Young Award voting. Mets manager Buck Showalter has some relievers on the roster with closing experience as the team tries to replace Diaz.

David Robertson has 157 career saves, including 20 last season when he pitched for the Chicago Cubs and Philadelphia Phillies. Adam Ottavino has 33 career saves. Brooks Raley had six saves for the Tampa Bay Rays last season.

"My plan coming here was to throw whenever Buck called on me and asked me to go pitch," Robertson told reporters. "It doesn't matter to me when I pitch in a game, whether it's the fifth through the ninth. If I'm asked to cover the ninth, I'll do my best."

Eppler didn't have details on exactly what caused the injury during the WBC postgame celebration but said torn patellar tendons happen more often in other sports.

**EMPLOYMENT**

**AMFINE CHEMICAL CORPORATION**

**SENIOR COST ACCOUNTANT**

Amfine manufactures specialty plastic additives used in a variety of end-use applications from automotive plastics to medical devices. The position reports to the Controller and has shared accountability with his/her colleagues for the overall safe, reliable, responsible, and profitable performance of the plant.

Responsibilities include:

- Performs cost accounting activities, including valuation of inventory, analysis of manufacturing variances, and creation of manufacturing product costs.
- Participates in standard costing setup, calculation of standard rates for parts, labor and overhead.
- Participates in the annual plant operating budget including standard and product cost development, completed variances, cost center budgeting, volume analysis and raw material pricing analysis.
- Lead physical inventory counts and cycle counts.
- Identify cost improvement opportunities.
- Responsible for sales and use tax tracking and reporting.
- Fixed asset management.
- Assess current practices and procedures and make recommendations for improvements.
- Occasional travel to Japan.

The successful candidate will have:

- Bachelor's degree (BA/BS) in accounting.
- Three to five years cost accounting experience in a manufacturing environment; or equivalent
- Preferred candidate will have demonstrated experience with ERP systems.
- Knowledge of Kaizen, Lean Manufacturing, and 5S Principles are preferred.

Interested persons should provide a resume with work history and salary requirements by applying at [www.Amfine.com](http://www.Amfine.com), or Indeed.com, EOE

**GARAGE SALE**

Edgemoor Sales  
Saturday, March 18,  
830 Chickasaw Drive  
Bam-i-pm  
Rain or Shine! Furniture, tools,  
washed/dryer, framed art,  
linens and plenty more!

**LEGAL**

**NOTICE OF SALE OF FRANCHISE**

By virtue of an ordinance heretofore passed by the City Council of Morton's Gap, Kentucky, directing the advertisement for bids and selling of a franchise to use certain streets, alleys, and public grounds of the City of Morton's Gap, Kentucky for the purpose of owning, operating, equipping and maintaining a system for the transmission and distribution of electric energy, The City Clerk of Morton's Gap will on May 1, 2023, at or about 7:00 p.m., sell at public auction to the highest bidder at the City Hall Morton's Gap, Kentucky, for the purpose set out. Said franchise is more particularly described and fully defined in a proposed ordinance granting and creating the same and said proposed ordinance defines the terms and conditions upon which said sale shall be made, the full text of which is available for inspection in the office of the Morton's Gap City Clerk, 131 Cross Street, Morton's Gap, Kentucky. The ordinance by title and summary is as follows: **ORDINANCE # 2023-04, AN ORDINANCE ESTABLISHING A FRANCHISE AGREEMENT RELATED TO THE TRANSMISSION AND DISTRIBUTION OF ELECTRICAL ENERGY AND THE PROVISION OF RETAIL ELECTRIC SERVICE IN AREAS HERETOFORE SERVED BY KENTUCKY UTILITIES COMPANY.** Kate Wyatt, Morton's Gap City Clerk

**LEGAL**

**COMMONWEALTH OF KENTUCKY CITY OF MORTON'S GAP**

**ORDINANCE NO. 2023-04**

**AN ORDINANCE CREATING A FRANCHISE FOR THE ERECTION, LAYING AND MAINTENANCE OF ELECTRIC FACILITIES AND APPURTENANT FACILITIES AND EQUIPMENT IN ONS AND CROSS THE STREETS, ALLEYS, ROADS, STREETS, ALLEYS AND OTHER PUBLIC PLACES IN THE CITY OF MORTON'S GAP, KENTUCKY; FOR FURNISHING AND SELLING ELECTRICITY BY MEANS OF SAID FACILITIES; AND PROVIDING FOR THE SALE OF SAID FRANCHISE.**

WHEREAS, the City of Morton's Gap (City) wishes to ensure that electric service continues to be furnished to its citizens in a reliable and efficient manner;

WHEREAS, the City is aware that the provision of such service requires the continued use of public streets, ways, alleys and other public places;

WHEREAS, the franchise granted to and acquired by Kentucky Utilities Company on June 2, 2003, under which that utility provided such service, will expire by its terms; June 2, 2023;

WHEREAS, the City wishes to provide for the sale of a new franchise for the benefit of its citizenry, giving effect to Section 56.010 of the Kentucky Revised Statutes;

**NOW, THEREFORE, BE IT ORDAINED** as follows:

**Section 1.** An exclusive franchise ("Franchise") to use the City's public rights-of-way, as described in the Franchise Agreement attached to this Ordinance, is hereby created.

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**Section 6.** Should any section, clause, line, paragraph, or part of this Ordinance or the attached Agreement be held unconstitutional or invalid for any reason, the same shall not affect the remainder of this Ordinance or the attached Agreement, as applicable.

**Section 7.** Time is of the essence in carrying out the terms and the provisions of this Ordinance and the Franchise created herein.

**Section 8.** This Ordinance shall become effective from and after its passage and publication. Read at a meeting of the Morton's Gap City Council on the 8th day of February 2023; a second reading was held on the 25th day of March 2023; said Ordinance was READ AND APPROVED on the 8th day of March 2023.

*/s/ Chris Phelps* Chris Phelps, Mayor

ATTESTED BY:  
*/s/ Kate Wyatt* Kate Wyatt, City Clerk

**EMPLOYMENT**

**AMFINE CHEMICAL CORPORATION**

**PLANT FACILITIES MAINTENANCE MANAGER**

Amfine manufactures specialty plastic additives used in a variety of end-use applications from automotive plastics to medical devices. This position reports to the Plant Manager, is a member of the plant's leadership team, and has shared accountability with his/her management colleagues for the overall safe, reliable, responsible, and profitable performance of the plant.

Responsibilities include:

- Oversee all maintenance activities within the plant to ensure no production downtime.
- Supervise the activities of the plant maintenance staff in facilities fabrication, modification, repairs and installations, and utilities required for facility operations.
- Direct and coordinate TPM program in conjunction with site team and Japanese parent philosophies.
- Develop and implement procedures and standards for the maintenance of plant, equipment and other plant facilities.
- Compile, stores, and trends maintenance data via CMMS.
- Discusses equipment issues with technical personnel, users, vendors, and others to determine source of trouble and take corrective action.
- Supervise all outside contractor activities, including reviewing bids and negotiating contracts.
- Develop and implement plans for plant downtime for maintenance, and scheduled maintenance of plant and facilities.
- Confer with vendors and engineering companies to obtain construction modifications, upgrades or expansions, and maintenance support.
- Develop and justify plans and budgets for capital projects associated with maintenance of plant and equipment.
- Develop and present training programs for employees and outside contractors.
- Occasional travel to Japan.

The successful candidate will have:

- BS degree from four-year college or university and three to five years related experience and/or training; or equivalent combination of education (A.S. rm) and experience.
- 5+ years supervisory experience in maintenance in a chemical manufacturing facility.
- Experience with predictive and preventive maintenance programs.
- Working knowledge of Kaizen, 5-S, TPM.
- Knowledge of ASME Class 1/Div and API Codes.
- Experience in the use and implementation of advanced maintenance and reliability systems and practices (e.g. CMMS, Microsoft Office & Project, AutoCAD, etc.)
- Strong management, leadership, interpersonal, and communication skills.
- Proven organizational, technical, quality, safety, and environmental skills as they relate to the operation and maintenance of facilities.
- Strong working knowledge of all Process Safety Management elements.
- Working knowledge of ISO 9000 & 14000.
- Working knowledge of OSHA & EPA Regulations.

Additionally, he/she should have experience in Pump installation and repair, Steam and boiler operation, Piping system installation, Plant electrical system maintenance, HVAC basics, Compressed air system maintenance, Plant utility systems, Experience in advanced safety practices, Spill/Leak & security system general maintenance.

Interested persons should provide a resume with work history and salary requirements by applying at [www.Amfine.com](http://www.Amfine.com), or Indeed.com, EOE

# Italian's espresso machine a hit at World Baseball Classic

BY THE ASSOCIATED PRESS

TOKYO — Old-time baseball players would be appalled.

Italy's dugout at the World Baseball Classic comes outfitted with an espresso machine. And it's getting lots of attention.

"We are kind of shocked, actually, because this is something in Italian culture that's sort of like water. I mean, coffee would be right after water," Italy manager Mike Piazza said.

Piazza said he was content with the Nespresso machine in the dugout, but dissatisfied the coffee was being served in a paper cup and not a ceramic one.

"I don't like espresso out of a paper cup. It's kind of sacrilege," Piazza said.

**Exhibit B**

**[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) 584-3490  
<http://www.sos.ky.gov>

**Certificate of Existence**

Authentication number: 225108  
Visit <https://sos.sos.ky.gov/show/certificate.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 G. Adams*

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