

BEFORE THE
KENTUCKY PUBLIC SERVICE COMMISSION

In the Matter of:

**ELECTRONIC APPLICATION OF LOUISVILLE GAS)
AND ELECTRIC COMPANY FOR A CERTIFICATE OF)
PUBLIC CONVENIENCE AND NECESSITY) CASE NO. 2025-00184
AUTHORIZING LG&E TO BID ON A FRANCHISE)
ESTABLISHED BY THE CITY OF PLEASUREVILLE,)
KENTUCKY)**

APPLICATION

The Applicant, Louisville Gas and Electric Company ("LG&E"), respectfully states as follows:

1. The full name and mailing address of LG&E is Louisville Gas and Electric Company, 2701 Eastpoint Parkway, Louisville, KY 40223. LG&E may be reached by electronic mail at the electronic mail addresses of its counsel set forth below.

2. LG&E is a public utility, as defined in KRS 278.010(3)(a), engaged in the electric and gas business. LG&E generates and purchases electricity and distributes and sells electricity at retail in Jefferson County and portions of Bullitt, Hardin, Henry, Meade, Oldham, Shelby, Spencer, and Trimble Counties. LG&E also purchases, stores and transports natural gas and distributes and sells natural gas at retail in Jefferson County and portions of Barren, Bullitt, Green, Hardin, Hart, Henry, Larue, Marion, Meade, Metcalfe, Nelson, Oldham, Shelby, Spencer, Trimble, and Washington Counties

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

4. LG&E was incorporated in Kentucky on July 2, 1913, and is in good corporate standing.

5. Pursuant to 807 KAR 5:001 Section 8, on June 5, 2025, LG&E 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
2701 Eastpoint Parkway
Louisville, Kentucky 40223
svjudd@pplweb.com

Rick E. Lovekamp
Manager- Regulatory Strategy/Policy
LG&E and KU Services Company
2701 Eastpoint Parkway
Louisville, Kentucky 40223
rick.lovekamp@lgeku.com

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

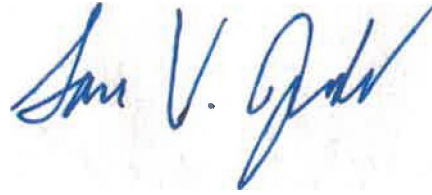
7. There is and will continue to be a demand and need for gas services in the areas of the City subject to the franchise, and LG&E desires to obtain a franchise in accordance with the bidding protocol established by the City.

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

WHEREFORE, Louisville Gas and Electric Company asks that the Commission enter an Order granting LG&E a Certificate of Public Convenience and Necessity to bid for and

acquire a franchise from the City on or before July 7, 2025.

Dated at Louisville, Kentucky, this 6th day of June 2025.



Sara V. Judd
Senior Counsel
PPL Services Corporation 2701
Eastpoint Parkway
Louisville, Kentucky 40223
(502) 627-4850
svjudd@pplweb.com

Exhibit A

**COMMONWEALTH OF KENTUCKY
CITY OF PLEASUREVILLE**

ORDINANCE NO. 2025 - 01

AN ORDINANCE CREATING A FRANCHISE FOR THE LAYING AND MAINTENANCE OF NATURAL GAS FACILITIES AND APPURTENANT FACILITIES AND EQUIPMENT IN, ALONG AND ACROSS THE PUBLIC WAYS, ROADS, STREETS, ALLEYS AND OTHER PUBLIC PLACES IN THE CITY OF PLEASUREVILLE, KENTUCKY: FOR FURNISHING AND SELLING NATURAL GAS BY MEANS OF SAID FACILITIES; AND PROVIDING FOR THE SALE OF SAID FRANCHISE.

WHEREAS, the City of Pleasureville ("City") wishes to ensure that natural gas 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 Louisville Gas and Electric Company on January 1, 2006, under which that utility provided such service, will expire by its terms; January 1, 2026

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 natural gas-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 Pleasureville City Commission on the 5 day of May 2025; a second reading was held on the 13 day of May 2025; said Ordinance was READ and APPROVED on the 13 day of May 2025.


Wm. Rodney Young, Mayor

ATTESTED BY:


Brooke Rabourne, City Clerk

FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is hereby made and entered into this 13 day of May, 2025 by and between the City of Pleasureville in the Commonwealth of Kentucky ("City") and Louisville Gas and Electric ("Company").

WITNESSETH:

WHEREAS, the City adopted an Ordinance # 2025-01 on 5-13-25, pursuant to which the City has awarded the Company an exclusive natural gas franchise ("Franchise") over the public rights-of-way within the City's corporate limits, subject to and in accordance with the terms of this Agreement; and

WHEREAS, the above-referenced Ordinance requires that the City and the Company execute this Agreement;

NOW, THEREFORE, in consideration of the faithful performance and strict observance by the Company and the City of all terms, provisions, conditions, obligations and reservations set forth herein, it is hereby agreed between the parties as follows:

1. Grant and Acceptance. The City hereby grants to the Company an exclusive franchise to enter upon, acquire, construct, operate, maintain, install, use, and repair, in the public rights-of-way of the City, a gas distribution system within the corporate boundaries of the City as it now exists or may hereafter be constructed or extended, subject to the provisions of this Agreement. Such system may include pipes, manholes, ducts, structures, stations, underground devices, and any other apparatus, equipment and facilities (collectively, "Equipment") necessary, essential, and/or used or useful to the distribution and sale of natural gas 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 with its service and maintenance vehicles in furtherance of the Franchise. Prior to beginning the construction or

installation of any new equipment under the 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 the 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 restored at the expense of the Company within a reasonable time to a condition comparable to what it was prior to the opening thereof.

2. Definitions. Terms not defined but referred to herein shall be construed to reflect a common usage or the common usage as would apply in the natural gas service industry.

3. Term of Franchise; Termination. The Franchise shall be exclusive and shall continue for a period of twenty (20) years with the first billing cycle on or after the expiration of the existing franchise agreement, as set forth in Section 5. The Company may, at its option, terminate the Franchise and this Agreement upon five (5) days' written notice if (a) the City breaches any of its obligations hereunder 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 Sections 9 and 10 herein; or (c) the City creates or amends 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 Agreement, (ii) substantially impairing the Company's ability to perform its obligations under the 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. 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 Agreement;

(ii) impairing the Company's ability to perform its obligations under the 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 shall negotiate in good faith regarding the same.

4. Territorial Extent of the Franchise. 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.

5. Effective Date. This Agreement shall become effective with the first billing cycle on or after the expiration of the existing franchise agreement.

6. Compliance with City Regulations. 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) conflict 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 rates or services, or otherwise (ii) are preempted by the action of any authority with jurisdiction over the Company

7. Rights Reserved by City. Subject to the above provisions, the Franchise is expressly subject to the right of the City: (i) to repeal the same for misuse, nonuse, or the Company's failure to comply with applicable local, state or federal laws; (ii) to impose such other regulations as may be determined by the City to be conducive to the safety, welfare and morals of the public; and/or (iii) to control and regulate the use of its streets, roads, alleys, bridges, public places and space about and beneath them.

8. Liability and Indemnification. The Company shall indemnify, defend, and hold harmless the City from and against claims by third parties asserted against the City that the

Company's use of the public streets or the presence or operation of the Company's equipment on or along said streets has caused damage to tangible property or bodily injury, if and to the extent such damage or injury is not caused by the City's negligence or misconduct.


9. Franchise Fees. As compensation for the Franchise granted to the Company, the City shall receive payment of a total annual fee of three (3) percent of gross receipts per year from the Company's sale of natural gas to natural gas-consuming entities inside the City's corporate limits with the right to increase to a total annual fee of up to five (5) percent of the gross receipts at each five (5) year anniversary of the franchise agreement; *provided, however,* that such fee shall be payable 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 fee to the entities served by it inside the City's corporate limits; *and provided further,* the City shall provide the Company a list, in electronic format, of all natural gas-consuming entities within the City limits that are to be served by the Company, which list shall be updated annually. Payment of any amount due under this Franchise Agreement shall be made on a quarterly basis within sixty (60) days of the end of the preceding payment period.

10. Other Fees. Any other fees assessed to the Company in connection with the Company's use of the City's public ways, including fees associated with permits and licenses of whatever nature, shall be payable 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 entities served by it inside the City's corporate limits

11. Insurance Bonds. The Company shall maintain in force through the term of the Franchise both general liability insurance and motor vehicle insurance, in accordance with all applicable laws and regulations.

12. Rate Regulation. The Company agrees to charge such rate or rates as may from time to time be fixed by the Public Service Commission of Kentucky or any successor regulatory body.

Agreed to this 13 day of May, 2025.



WM. RODNEY YOUNG
MAYOR, CITY OF PLEASUREVILLE

SHANNON MONTGOMERY
VICE PRESIDENT, CUSTOMER SERVICE

NOTICE OF SALE OF FRANCHISE

By virtue of an ordinance heretofore passed by the Commission of the City of Pleasureville, Kentucky, directing the advertisement for bids and selling of a franchise to use certain streets, alleys, and public grounds of the City of Pleasureville, Kentucky for the purpose of owning, operating, equipping and maintaining a system for the distribution of natural gas. The City Clerk of Pleasureville will on July 7, 2025, at or about 6:00 pm, sell at public auction to the highest bidder at the City Hall of Pleasureville, a franchise 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 Pleasureville City Clerk, 2922 Hillspring Road, Pleasureville, Kentucky. The ordinance by title and summary is as follows: ORDINANCE # 2025-1. AN ORDINANCE ESTABLISHING A FRANCHISE AGREEMENT RELATED TO THE DISTRIBUTION OF NATURAL GAS, AND THE PROVISION OF RETAIL NATURAL GAS SERVICE IN AREAS HERETOFORE SERVED BY LOUISVILLE GAS & ELECTRIC COMPANY.


Brooke Rabourn, Pleasureville City Clerk

Published June 4, 2025.

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LEGAL NOTICE

Notice is hereby given pursuant to KRS 395.625 that the following settlements will lay over until June 25, 2025, at which time a hearing will be held in the Henry District Court when said settlements shall be approved and recorded unless prior exceptions have been filed.

Decedents/Ward; Representatives; Title; Attorney; Account
Robert Wilson, Pleasureville KY; Robert Wilson Jr, Frankfort KY; Executor; Chelsey Brammell; Final
Timothy Clark, Eminence KY; Kathy Clark, Eminence KY; Administratrix; Periodic
Sue Sweazy, Campbellsburg KY; William Ivers, New Castle KY; Executor; Final
Wanda Browning, Eminence KY; Jeffrey Browning, Pleasureville KY; Co-Executor; Lana Browning, Owenton KY; Co-Executor; Periodic
Minnie Eddins, Pleasureville KY; Jennifer Woods, Pleasureville KY; Executrix; William Ivers; Final
Witness this 28th day of May 2025
Jennifer Rankin, Clerk
Henry County Circuit & District Court

THE CITY OF TAYLORSVILLE Open Full Time Position Co-Treasurer/Accounts Payable

The City of Taylorsville is accepting applications for the position of Co-Treasurer/Accounts Payable.

The successful applicant will assist the City Clerk and City Comptroller with accounting and record keeping duties necessary for the support of City fiscal operations. Duties will include, but are not limited to, tracking and maintaining accurate record keeping and processing of accounts payable for all the City of Taylorsville's special projects pertaining to new development, extensions, and/or expansion of water, sewer, utility, street, etc. Preferable candidate will possess an Associate's Degree in accounting from an accredited college or university. Two years of progressively responsible accounting experience may be substituted for an associate's degree.

REQUIREMENTS:

- Must be a graduate of an accredited high school or equivalent.
- Associate's Degree in accounting, preferred. Two years of progressively responsible accounting experience may be substituted for an associate's degree.
- Highly preferred experience in Microsoft Software, Accounts Payable related tasks.
- Must be bondable during employment.
- Must pass background check and drug screening.

Standard scheduled hours: Monday- Friday 7:45 AM-4:45 PM.

Starting Salary based upon qualifications.

Full-Time benefits include: Health, Dental, Vision and Life insurance options; Paid Holidays, Sick and Vacation leave; Participant in CERS non-hazardous state retirement.

CITY APPLICATION REQUIRED

Application deadline: 06/20/2025, at 4:30 pm. Applications and a current job description are available at City Hall or online at www.cityoftaylorsville.com. Applications may also be mailed to City Hall, Attn: Steve Biven, City Clerk, at P.O. Box 279, Taylorsville, KY 40071. Phone: (502) 477-3235. Fax: (502) 477-1310. Email: sbiven@taylorsvillewarer.org.

The City of Taylorsville is an Equal Opportunity Employer

Job Type: Full-time

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LEGAL NOTICE

Notice is hereby given to all creditors pursuant to KRS 424.340 that the Henry District Court has appointed a personal representative as follows:

Decedent/Ward; Representative; Title; Attorney; Date
Nina Mason, New Castle KY; Robert R. Mason, New Castle KY; Executor; Robert Foree; 5/22/25
Margaret Valentine, New Castle KY; James Valentine, New Castle KY; Administrator; Keith Jeffries; 5/28/25

Witness this the 28 day of May 2025
Jennifer Rankin, Clerk
Henry County Circuit & District Court



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LEGAL NOTICE

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Brooke Rabourn
Brooke Rabourn, Pleasureville City Clerk

Published June 4, 2025.

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Could you tell me how much to put the ad in and can I pay over the phone for it? Also can you send proof back to me of the ad and how long that it will be in the newspaper for 10 days. Thank you for your time

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