COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

ELECTRONIC APPLICATION OF DUKE ENERGY KENTUCKY, INC. FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO BID ON A FRANCHISE TO SERVE THE CITY OF WILLIAMSTOWN, KENTUCKY	)))))	CASE NO. 2026-00215

APPLICATION

Comes now, Duke Energy Kentucky Inc. ("Duke") by counsel, pursuant to KRS 278.020(4), 807 KAR 5:001, Section 15(1), 807 KAR 5:001 Section 14 and other applicable law, and hereby tenders its application for a certificate of public convenience and necessity ("CPCN") to apply for and obtain a franchise from the city of Williamstown, Kentucky ("Williamstown"), to provide natural gas services, respectfully states as follows:

1. Duke is a Kentucky corporation, originally incorporated on March 20, 1901, in good standing, and duly qualified under the laws of the Commonwealth of Kentucky to carry on its business in the Commonwealth. Duke operates as a combined electric and natural gas utility serving approximately 240,000 customers in six Kentucky counites. Duke's business address is 139 East Fourth Street, Cincinnati, Ohio 45202 and its local address is 1262 Cox Road, Erlanger, Kentucky 41018. Duke's email address is KyFilings@duke-energy.com. Duke held a franchise to provide natural gas services within the territorial limits of Williamstown. However, that franchise has expired.

2. Williamstown is a municipal corporation situated in Kentucky and is in an area presently served by Duke. Duke has been the owner of a franchise operation of the natural gas system within Williamstown immediately prior to the sale of a new franchise.

Duke currently serves Williamstown by and through a natural gas system owned by Duke.

5. The Williamstown City Council passed an Ordinance setting forth the terms and requirements for new franchise. A copy of the Ordinance is attached as **Exhibit A**. Williamstown directed that bids for the sale of a franchise be received on or before September 19, 2026. A copy of the public notice advertising the request for bids which was published in *Grant County News*, a newspaper of general circulation, on August 6, 2026, the publisher's affidavit, and an email dated August 6, 2026 identifying the bid deadline are attached collectively as **Exhibit B**.

6. As evidenced by the attached Ordinance, there is and will continue to be, a demand and need for continued natural gas service for Williamstown.

WHEREFORE, Duke respectfully requests the Commission to enter a certificate of public convenience and necessity authorizing it to bid on the aforesaid natural gas franchise for Williamstown and, if it is awarded such franchise, to operate the system pursuant to such franchise. Upon obtaining a franchise from the City, the Duke will file a true and correct copy of same with the Commission.

Respectfully submitted,

Meredith Cave

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CERTIFICATE OF SERVICE

A true and accurate copy of the foregoing was filed electronically with the Commission on August 10, 2025 and there are no parties that have been excused from participating electronically. Pursuant to prior Commission orders, no paper copies of this filing will be made.

Meredith Cave

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Counsel for Duke Energy Kentucky, Inc.

EXHIBIT A
ORDINANCE

ORDINANCE NO. 2026-09

AN ORDINANCE CREATING AND ESTABLISHING FOR BID A NON-EXCLUSIVE NATURAL GAS FRANCHISE FOR THE PLACEMENT OF FACILITIES FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF NATURAL GAS WITHIN THE PUBLIC RIGHT-OF-WAY OF THE CITY OF WILLIAMSTOWN FOR A TEN (10) YEAR DURATION, IMPOSING A FRANCHISE FEE IN OF THE SUM OF THREE PERCENT (3%) OF FRANCHISEE'S GROSS RECEIPTS FROM THE FRANCHISEE'S SALE OF NATURAL GAS TO GAS-CONSUMING ENTITIES INSIDE THE CITY OF WILLIAMSTOWN' CORPORATE LIMITS; RESERVING THE RIGHT TO IMPOSE A FRANCHISE FEE IN OF THE SUM OF UP TO FIVE PERCENT (5%) OF FRANCHISEE'S GROSS RECEIPTS PER YEAR FROM THE FRANCHISEE'S SALE OF NATURAL GAS TO NATURAL GAS-CONSUMING ENTITIES INSIDE THE CITY OF WILLIAMSTOWN'S CORPORATE LIMITS; AND FURTHER PROVIDING FOR COMPLIANCE WITH RELEVANT LAWS, REGULATIONS AND STANDARDS; INDEMNIFICATION; INSURANCE; CANCELLATION OR TERMINATION; AND BID REQUIREMENTS; ALL EFFECTIVE ON DATE OF PASSAGE.

WHEREAS, the Constitution of the Commonwealth of Kentucky, Sections 163 and 164, and Chapter 96 of the Kentucky Revised Statutes, authorize municipal corporations to require public utilities, including providers of natural gas within their boundaries, to operate under franchise agreements and to grant utilities the right to use public right-of-way on such terms and conditions as are deemed reasonable and necessary; and further KRS 82.082 authorizes the City to exercise any and all powers within its boundaries that are not in conflict with the Kentucky Constitution or state statutes; and

WHEREAS, the City Council of the City of Williamstown, Kentucky, has found and determined that the construction, operation, maintenance and utilization of a natural gas franchise over, across or under public right-of-way in the City of Williamstown, benefits said utility and the customers it serves; the franchisee desires to be a good corporate citizen of Williamston; and the City Council has further found and determined that the Construction, installation, removal, maintenance and/or repair of utility-owned facilities and other infrastructures does periodic and unavoidable disturbance that gradually results in the degradation of the City's streets and sidewalks, for which the City is entitled to reasonable compensation in order to offset and recover the costs of reconstructing, removing, repairing or resurfacing damaged public right-of-way; and,

WHEREAS, in order to protect the health, safety and welfare of the citizens of Williamstown, Kentucky, to protect and preserve the City's public right-of-way and infrastructure and to provide for the orderly administration of the franchise contemplated herein, it is necessary and appropriate to require the successful franchisee (the "Company") to conduct its business and operations in a lawful manner and in cooperation with the citizens of Williamstown in compliance with the terms and conditions set forth hereinbelow. The agreement reached between the City and the Company shall be referred to herein as the Franchise.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILLIAMSTOWN:

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 transmission, and distribution of natural gas within and through 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, manholes, ducts, structures, and any other apparatus, equipment and facilities above and below the ground (collectively, "Equipment"). This includes those activities necessary, essential, and/or used or useful to the transmission, distribution and sale of natural gas through the City or to any other town or any portion of the county or to any other jurisdiction (hereinafter the

"Services"). Additionally, the Company shall have the right to use the streets with its service and maintenance vehicles in furtherance of this Franchise. 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 shall be provided to the City. Work performed by the Company under this Franchise shall be performed at the Company's expense, 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. By way of example, brick pavers must be restored with brick pavers and stamped concrete must be restored with stamped concrete. However, in the event a street is opened at the request of the City for a reason other than providing adequate, efficient and reasonable service, then the City shall bear the expense of opening and restoring the street.

SECTION 2

The following definitions apply to this Ordinance:

City Council means the legislative body of the City of Williamstown.

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

Facility includes all property, means, and instrumentalities owned, operated, leased, licensed, used, furnished, 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 Williamstown.

Gross Receipts means those amounts of money which the Company receives from its customers within the City's geographical limits or boundaries for the retail sale of gas under rates, temporary or permanent, authorized by the Council and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments. Revenues do not include miscellaneous service charges, including but not limited to turn-ons, meter sets, non sufficient funds, late fees and interest, which are related to but are not a part of the actual retail sale of gas.

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 any other legal entity.

Public Utility or Utility 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 Commission 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.

Right-Of-Way means the surface of and the space above and below a public roadway, highway, street, freeway, lane, path, sidewalk, alley, court, boulevard, avenue, parkway, cartway, bicycle lane or path, public sidewalk, or easement 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.

<u>SECTION 3</u>

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 one hundred eighty (180) days written notice if (a) the City breaches any of its obligations hereunder and such breach is not cured within ninety (90) 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 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 Ordinance, (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 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 shall negotiate in good faith regarding 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

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

SECTION 7

Rights Reserved by City. Subject to the above provisions, the Franchise created by this Ordinance 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 Right-Of-Way as permitted by law.

SECTION 8

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 claims, suits, causes 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 said 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, gross negligence or willful conduct. The Government shall notify the Company in writing within a reasonable time of receiving notice of any issue it determines may require indemnification

SECTION 9

Franchise Fees. For the privilege of utilizing said public streets and rights of ways, the Company, its successors and assigns, shall be required to pay to the Government monthly three (3) percent of gross receipts from the Company's sale of natural gas to gas-consuming entities (which includes but is not limited to businesses, industrial facilities and dwellings) inside the City's corporate limits. However, the City reserves the right to increase its franchise fee at any time upon prior ninety (90) days written notice to the Company. Should the City exercise said right to increase its franchise fee, the City shall receive a monthly payment of up to five (5) percent of gross receipts per month from the Company's sale of natural gas (which includes but is not limited to businesses, industrial facilities and dwellings) inside the City's corporate limits beginning with the first billing cycle on or after the later of ninety (90) days after the date of the written notice or the effective date of the franchise fee specified in the City's notice; *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 a list, in electronic format, of all addresses within 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.

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 ten (10) days following written notice to the Company by the Government.

As further consideration for the granting of this Franchise, the Company agrees to pay all publication costs and attorney's fees, up to a maximum of $5,000, the City incurs in the granting of this Franchise. The above-mentioned costs shall be invoiced by the City to the Company and the Company shall pay said costs within thirty (30) days of receipt of said invoice.

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.

The Company also agrees to provide upon request, information to the city that will enable the city to determine what citizens are in the service area encompassed in the Franchise. If a map is provided it shall be a high-level general map and will not contain critical infrastructure information. The Company agrees to provide gas services to all willing residents in the service area where a main line extension is not necessary. If the service line to any customer is longer than the footage contained in the Company's tariffs on file with the Kentucky Public Service Commission, the potential customer will pay the additional amount required to extend service to the customer, consistent with the Company's tariffs.

The utility shall operate in compliance with all applicable laws and regulations and shall conduct its business in a manner consistent with responsible corporate citizenship. This provision does not require the utility to provide financial contributions, sponsorships, donations or participation in any community activities, all of which shall remain voluntary, and at the utility's discretion.

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 $5,000,000 per occurrence. The Company may elect to self-insure all or part of this requirement.

SECTION 11

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.

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 reserves the right to terminate and cancel this Franchise and all rights and privileges of the Company hereunder in the event that the Company:

(1) Willfully violates any material provision, of this Franchise or any material rule, order, or determination of the Government made pursuant to this Franchise, except where such violation is without fault or through excusable neglect;

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

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

(4) Is no longer able to provide regular and customary uninterrupted 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 designee, 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 Company's Section 12(a) violation continues for a period of thirty (30) days following such written demand by the City for corrective action, the Government may place its request for termination of this Franchise on the agenda of the next City Council meeting. 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.

(c) Any violation by the Company or its successor of the material provisions of this Franchise, or the failure to promptly perform any of the provisions thereof, shall be cause for the forfeiture of this Franchise and all rights hereunder if, after written notice to the Company and a reasonable opportunity to cure, such violations, failure or default continue as set forth in Section 12(a).

SECTION 13

Right to Cancel. The City 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, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said thirty (30) days, unless:

(1) 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 executed an agreement, duly approved by the court having jurisdiction 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 of a change of Kentucky law whereby retail rates of natural gas customers are no longer regulated by the Public Service Commission, 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 franchise to the Company.

SECTION 15

The Company shall have the authority to trim trees that are located within or overhang the Right-Of-Way to maintain and operate natural gas pipelines and other Facilities of the Company. Any trimming, removal or other disturbance of trees shall conform to Chapter 98 of the Williamstown, Kentucky Code of Ordnances, as it may be from time to time amended, and all lawful ordinances, requirements and directives of the Government, and the Company shall make available upon reasonable request of the Government, information regarding its tree-trimming practices. 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 such matter and attempt to reach a satisfactory result. Notwithstanding the foregoing, this provision in no way limits any existing or future lawful rights that the Government may have with respect to such trees.

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 Grant 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

If any section, sentence, clause or phrase of this Ordinance is held unconstitutional or otherwise invalid, such infirmity 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 hereunder. Said Franchise and privileges shall be sold to the highest and best bidder or bidders 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 technical, managerial, and financial qualifications of the bidder to perform its obligations under the franchise.

SECTION 20

Bids and proposals for the purchase and acquisition of the franchise and privileges hereby created shall be in writing and shall be delivered to the City's Mayor, or his or 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, until a satisfactory bid therefore shall be received and approved.

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 bidder 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 sum 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. 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.

SECTION 21

The Franchise shall not be assignable without the written consent of the City; however, Franchisee may assign the Franchise to any affiliate, parent, or subsidiary entity which may, during the Term of the Franchise, assume the obligation to provide natural gas throughout and for consumption within or outside the City without being required to seek the City's consent to such assignment. If the Company experiences a foreclosure or other judicial sale of all or a substantial part of the Company's Facilities located with the City of Williamstown, the Company shall provide the Government at least thirty (30) days advance written notice such foreclosure or sale.

SECTION 22

This Ordinance shall be in full force and effect from and after its reading, adoption and publication.

APPROVED:

David Henson

David Henson, Mayor
City of Williamstown, Kentucky

ATTEST:

Crystal Fryman

Crystal Fryman, City Clerk/Treasurer

2026-09

1st Reading: July 6, 2026

Adoption: July 21, 2026

Publication: August 6, 2026

CERTIFICATION

The undersigned, Crystal Fryman, City Clerk of the City of Williamstown, in Grant County, Kentucky, hereby certifies as follows:

1. The foregoing Ordinance No. 2026-09 was introduced in writing and read to the City Council of the City of Williamstown at regular or special meetings thereof on the 6th day of July, 2026, and the 21st day of July, 2026, at which quorums were present; and said Ordinance was enacted by the City Council of the City of Williamstown upon the affirmative vote of at least a majority of a quorum thereof, at the meeting thereof on the 21st day of July 2026, with the vote of each member of the City Council entered upon the official record of such meeting; and

2. After passage and adoption of the foregoing Ordinance by the City Council of the City of Williamstown, it was submitted to the Mayor of the City of Williamstown who approved said Ordinance by affixing his signature thereto within ten (10) days after the submission thereof to him; and

3. The foregoing Ordinance was published on the 6th day of August 2026, in the Grant County News, a newspaper qualified thereof, pursuant to the provisions of K.R.S. Chapter 424.

Crystal Fryman

Crystal Fryman, City Clerk/Treasurer

EXHIBIT B
NOTICE PUBLICATION, AFFIDAVIT, AND EMAIL

AFFP
Ord 2026-09

Affidavit of Publication

STATE OF KY }
COUNTY OF GRANT } SS

nullnullnullnull

Sarah Singleton, being duly sworn, says:

That she is Accounting Consultant of the Grant County News, a newspaper of general circulation, printed and published in Williamstown, Grant County, KY; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

August 06, 2026

Publisher's Fee: $ 153.24

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Subscribed to and sworn to me this 6th day of August 2026.

Merianne G. Johnson, Notary Public

MERIANNE G. JOHNSON
COMMISSION #KYNP37711
NOTARY PUBLIC
EXPIRES NOVEMBER 10, 2029
COMMONWEALTH OF KENTUCKY

70024954 71535722

Brandy Jo Hall Chelsea Yates, Accts Payable
CITY OF WILLIAMSTOWN
P O BOX 147
WILLIAMSTOWN, KY 41097-0147

KSP Post 6 announces traffic safety checkpoints

The Kentucky State Police, Dry Ridge Post, which provides coverage for Boone, Kenton, Campbell, Grant, Pendleton, Bracken, Robertson, Harrison, Nicholas, and Bourbon Counties, will be conducting periodic traffic safety checkpoints throughout the post area. These checkpoints will be conducted in an effort to enforce the traffic laws of the Commonwealth of Kentucky. Special attention will be paid to occupant protection (seatbelt adherence), sobriety, insurance, and registration violations.

Traffic Safety Checkpoints are a valuable tool used to promote the safety and well-being of the public as well as providing police with visibility and interaction with the community. Checkpoints are utilized throughout the Commonwealth to help promote highway safety. Local police and county agencies may also assist the Kentucky State Police in conducting these Traffic Safety Checkpoints. All checkpoints will be set up in accordance with state law and in compliance with Kentucky State Police policy and procedure.

GRANT COUNTY CHECKPOINTS

- US 25 @ Peartree/Case Lane
- US 25 @ Gardnersville Road
- US 25 at KY 330 South intersection
- KY 36 at HWY 1132
- US 25 at KY 3025
- KY 22 at KY 36
- US 25 at KY 36 (Hilltop)

Of thee I sing: A guide to US patriotic songs, from 'The Liberty Song' to Jay-Z and Kanye West

BY HILLEL ITALIE
AP NATIONAL WRITER

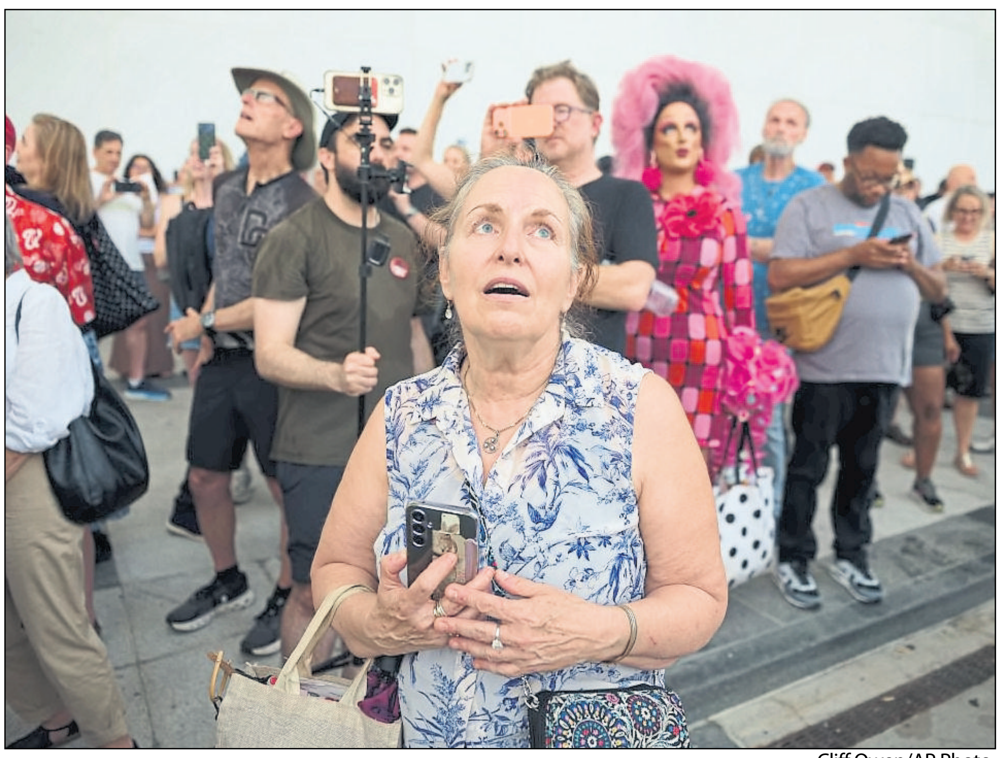
NEW YORK — The history of American patriotic songs offers a lesson about the different ways you can say you love your country.

Composers have celebrated endurance under fire ("The Star-Spangled Banner") and invoked divine approval ("God Bless America"). While Toby Keith's "Made in America" dares anyone to question American eminence, Woody Guthrie's "This Land Is Your Land" and Curtis Mayfield's "This Is My Country" highlight a long tradition of weaving in social protest, as if the advance to a "more perfect union" is only possible through acknowledging imperfection.

Patriotic music is also a story of cultural independence. Well into the 19th century, writers were adapting new lyrics to popular melodies — usually originating in England — as a way of ensuring the songs would be widely known.

"Nowadays, it would be like, 'Here are my new lyrics that I just wrote, and you can sing them to this Beatles song,'" explains Loras John Schissel, a senior musicologist at the Library of Congress. "Everyone would say, 'Oh, OK, I know that.'"

Here's a list — admittedly subjective — of some notable patriotic songs, from colonial times to the present.



Cliff Owen/AP Photo

A crowd sings, "God Bless America," as they wait to watch the removal of President Donald Trump's name from the John F. Kennedy Center for the Performing Arts in Washington on June 12.

'THE LIBERTY SONG' (LATE 1760S)

The legacy of Pennsylvania-Delaware statesman John Dickinson has long been shadowed by his refusal to sign the Declaration of Independence. While he thought the break from Britain was premature, he does have some claim to being the lyricist for the earliest patriotic anthem. "The Liberty Song" is a forthright chant with a melody taken from the Royal Navy march, "Heart of Oak." Dickinson's lyrics are an assertion of rights and a warning against would-be oppressors, amplifying colonial fears that all would be reduced to servitude: "In freedom we're born, and in freedom we'll live/Our purses are ready/Steady, Friends, steady."

'YANKEE DOODLE' (TRADITIONAL SONG, ORIGINAL DATE UNKNOWN)

Like Dickinson's song, "Yankee Doodle" wasn't only a statement of rebellion, but of revision and even mockery. "Yankee Doodle" was once a British marching song, tapped out on fife and drums and chanted by British troops in Boston. But by the end of the Revolutionary War, rebels had turned it back on their enemies and used it to accompany British retreat. Now wholly Americanized, "Yankee Doodle" (or "Yankee Doodle Dandy") is the state song of Connecticut and known to movie lovers as the title to the Oscar-winning, World War II-era film that starred James Cagney.

'MY COUNTRY 'TIS OF THEE' (1831-1832)

Imagine a songwriter from a former U.S. territory turning "Hail to the Chief" into a condemnation of the American way. Samuel Francis Smith was a theology student whose hymn to freedom and farewell to tyrants with "haughty steps" rests on the melody of "God Save the King." It has been quoted during moments of protest (the Rev. Martin Luther King during his "I Have a Dream" speech) and sung during moments of unity. (Aretha Franklin at President Barack Obama's first inauguration). It also holds a poignant place in Civil War history: According to an eyewitness account, after Abraham Lincoln issued the Emancipation Proclamation, a gathering of Black people in South Carolina spontaneously sang it upon hearing that the state's enslaved population had been declared free.

'BATTLE HYMN OF THE REPUBLIC' (1861-62)

Julia Ward Howe was a 19th-century abolitionist whose husband was a supporter of the martyred anti-slavery crusader John Brown and who adapted her hymn to the Union cause from the melody of "John Brown's Body," which she had heard during a public review of Union troops. The lyrics came to her in a haze. "I awoke in the gray of the morning twilight; and as I lay waiting for the dawn, the long lines of the desired poem began to twine themselves in my mind," she wrote in her memoir. And her song has since been heard everywhere from the 1971 Super Bowl to last year's funeral for President Jimmy Carter.

'GOD BLESS AMERICA' (WRITTEN IN 1918, REVISED IN 1938)

Irving Berlin first intended his celebrated — and criticized — ode for a World War I era revue. But it didn't quite fit with the show's storyline. Berlin set it aside until the late 1930s, when fears of a new world war were rising. "God Bless America" was something of a break from earlier patriotic numbers, says Stephen Winick, a folklorist at the Library of Congress. It was written by an immigrant, and was a statement of personal allegiance ("Land that I love") instead of collective force. Some even questioned whether Berlin had the right to compose it. "He got mail from people basically saying, 'How is it that you, this Russian Jew, has any right to ask God to bless America?" Winick says.

'THIS LAND IS YOUR LAND' (1940)

The Woody Guthrie standard was a response to "God Bless America," if only because Guthrie believed that Berlin had failed to appreciate the country's natural beauty beyond invoking "the valleys and the prairies." Guthrie's lyrical turns also fit the narrative of patriotism/protest, with its poetic imagery ("diamond deserts," "wheat fields waving"), and its wry defiance — in at least one version of the song — of a seemingly sacred American right, private property: "As I went walking I saw a sign there/And on the sign it said "No Trespassing./But on the other side it didn't say nothing."

'BACK IN THE U.S.A.' (1959)

Chuck Berry once said that he composed his classic tour of rock 'n' roll Americana after feeling homesick during a trip to Australia. Berry's tribute to skyscrapers, jukeboxes and the open road from "the coast of California to the shores of the Delaware Bay" has been covered by Bruce Springsteen, Linda Ronstadt among others. But not everyone saw the song as an all-out celebration. Citing Berry's line about "looking HARD for a drive-in, searchin' for a corner cafe," critic Dave Marsh once noted that Berry was well aware that many establishments in the 1950s refused to serve a Black man. "Berry never lets you be sure that he's coming to grips with the contradictory mess we've made of things," Marsh wrote.

'THIS IS MY COUNTRY' (TAKE ONE, 1940)

Don Raye and Al Jacobs collaborated on this brisk and confident march, written as war broke out in Europe. The lyrics celebrate loyalty and call out for unity across geographic lines: "What diff'rence if I hail from North or South/Or from the East or West?/My heart is filled with love for all of these." The song has since been played at Disney theme park fireworks shows and recorded by everyone from Pat Boone to the Air Force Heritage of America Band.

LEGAL NOTICE

PUBLIC LEGAL NOTICE: PRIVATE PROPERTY PROHIBITION - NOTICE IS HEREBY GIVEN pursuant to Kentucky Revised Statutes (KRS Chapter 511) that all lands, farms, wooded areas, ridges and private roads owned, leased, or managed by the undersigned, located within Grant County, KY, are strictly posted against any and all unauthorized entry. Entry upon these premises for the purpose of hunting, fishing, trapping, shooting, woodcutting, operating ATVs/UTVs, or trespassing for any other reason is strictly forbidden without prior written, signed permission from the owner. All boundaries have been marked in accordance with Kentucky law via posted signs or purple paint marks under KRS 511.070. All violators will be prosecuted to the fullest extent of the law. Property Owner: Joel and Lisa Howell, Property Description/Location: 5195 Taft Hwy, Dry Ridge, KY 41035. 146.5 Ac with road frontage on Taft Hwy and Baton Rouge Rd, Dry Ridge, KY.

LEGAL NOTICE WILLIAMSTOWN ORDINANCE 2026-09

TITLE

AN ORDINANCE CREATING AND ESTABLISHING FOR BID A NON-EXCLUSIVE NATURAL GAS FRANCHISE FOR THE PLACEMENT OF FACILITIES FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF NATURAL GAS WITHIN THE PUBLIC RIGHT-OF-WAY OF THE CITY OF WILLIAMSTOWN FOR A TEN (10) YEAR DURATION, IMPOSING A FRANCHISE FEE IN OF THE SUM OF THREE PERCENT (3%) OF FRANCHISEE'S GROSS RECEIPTS FROM THE FRANCHISEE'S SALE OF NATURAL GAS TO GAS-CONSUMING ENTITIES INSIDE THE CITY OF WILLIAMSTOWN CORPORATE LIMITS; RESERVING THE RIGHT TO IMPOSE A FRANCHISE FEE IN OF THE SUM OF UP TO FIVE PERCENT (5%) OF FRANCHISEE'S GROSS RECEIPTS PER YEAR FROM THE FRANCHISEE'S SALE OF NATURAL GAS TO NATURAL GAS-CONSUMING ENTITIES INSIDE THE CITY OF WILLIAMSTOWN'S CORPORATE LIMITS; AND FURTHER PROVIDING FOR COMPLIANCE WITH RELEVANT LAWS, REGULATIONS AND STANDARDS; INDEMNIFICATION; INSURANCE; CANCELLATION OR TERMINATION; AND BID REQUIREMENTS; ALL EFFECTIVE ON DATE OF PASSAGE.

NARRATIVE

AN ORDINANCE CREATING AND ESTABLISHING FOR BID A NON-EXCLUSIVE NATURAL GAS FRANCHISE FOR THE PLACEMENT OF FACILITIES FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF NATURAL GAS WITHIN THE PUBLIC RIGHT-OF-WAY OF THE CITY OF WILLIAMSTOWN FOR A TEN (10) YEAR DURATION, IMPOSING A FRANCHISE FEE IN OF THE SUM OF THREE PERCENT (3%) OF FRANCHISEE'S GROSS RECEIPTS FROM THE FRANCHISEE'S SALE OF NATURAL GAS TO GAS-CONSUMING ENTITIES INSIDE THE CITY OF WILLIAMSTOWN CORPORATE LIMITS; RESERVING THE RIGHT TO IMPOSE A FRANCHISE FEE IN OF THE SUM OF UP TO FIVE PERCENT (5%) OF FRANCHISEE'S GROSS RECEIPTS PER YEAR FROM THE FRANCHISEE'S SALE OF NATURAL GAS TO NATURAL GAS-CONSUMING ENTITIES INSIDE THE CITY OF WILLIAMSTOWN'S CORPORATE LIMITS; AND FURTHER PROVIDING FOR COMPLIANCE WITH RELEVANT LAWS, REGULATIONS AND STANDARDS; INDEMNIFICATION; INSURANCE; CANCELLATION OR TERMINATION; AND BID REQUIREMENTS; ALL EFFECTIVE ON DATE OF PASSAGE.

PENALTIES

The full text of each section of the Williamstown Ordinance No. 2026-09 that imposes fine, penalty, forfeiture, tax or fee is as follows:

CERTIFICATION

The undersigned, Luke Morgan, hereby certifies that he is an attorney licensed to practice law in the Commonwealth of Kentucky; and that he prepared the attached Summary of Williamstown Ordinance No. 2026-09, pursuant to the requirements of K.R.S. 83A.060(9), so that it includes the following:

(a) The title of the Ordinance;

(b) A brief narrative setting forth the main points of the Ordinance in a way reasonably calculated to inform the public in a clear and understandable manner of the meaning of the Ordinance; and

(c) The full text of each section that imposes fines, penalties, forfeitures, taxes or fees.

/s/ Luke Morgan
Luke Morgan

POSTED NO TRESPASSING

**No Trespassing Persons are notified that the land and property belonging to the below listed persons are posted against hunting, fishing, trapping, 4-wheeling or dirt bike riding, walking, horseback riding, woodcutting, dumping or any other kind of trespassing. Owners are not responsible for any accidents.

Violators will be prosecuted to the fullest extent of the law.

POSTED PROPERTY LISTINGS ARE BELOW.

Property of Doering Family Ltd. Partnership on Dry Ridge Mt. Zion Rd., Dry Ridge.

PROPERTY LOCATED AT - 5340 Stewartsville Rd., Williamstown.

Dimitt Property 7120 Warsaw Rd Dry Ridge (Old Kelly Martin Farm).

DEGLOW, RICHARD & LINDA. Farm at 1495 Heekin Road, Williamstown, KY.

MCINTIRE PROPERTY located on Old Cynthiana Rd. and Oak Ridge Pike.

MARTIN PROPERTY - Lots on Sunny Hill Drive, Dry Ridge, KY.

West-Marsh Property located at 2975 Falmouth Rd., Williamstown, KY

Henry Family Farm at 1115 Smokey Rd., Williamstown, KY 41097

PICKETT Property located at 10490 Taft Hwy, Williamstown (Route 22 & White Chapel Road)

Janice & Jack Bowling property located on White Chapel Road.

Littrell Property located at 800 & 940 Ashbrook Rd. Williamstown, KY 41097 NO TRESPASSING & NO HUNTING

The Darlington Properties located at Lawrenceville Rd (East of Eagle Creek) Williamstown, Ky. and 10765 Taft Hwy., Williamstown, Ky.

Kathy and James Havens, 5843 Baton Rouge Rd.

PROPERTY LOCATED AT - 202 McGee Rd., Crittenden, Ky. and 207 McGee Rd., Crittenden, Ky.

340 Cash Drive Dry Ridge, KY 41035

From:	Meredith Cave
To:	Meredith Cave
Subject:	FW: Williamstown gas ordinance
Date:	Friday, August 7, 2026 1:53:00 PM
Attachments:	Ordinance 2026-09.pdf #71535722 City of Williamstown.pdf B4 City of Wmstn 2026-09 8-06-26x.pdf

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From: Luke Morgan <lmorgan@mcbrayerfirm.com>
Sent: Thursday, August 6, 2026 3:39 PM
To: Meredith Cave <meredith@hloky.com>; Allyson Honaker <allyson@hloky.com>
Cc: Heather Temple <heather@hloky.com>
Subject: RE: Williamstown gas ordinance

Thanks for your patience.
The new bid deadline is September 19, 2026.

From: Meredith Cave <meredith@hloky.com>
Sent: Wednesday, July 29, 2026 10:02 AM
To: Luke Morgan <lmorgan@mcbrayerfirm.com>; Allyson Honaker <allyson@hloky.com>
Cc: Heather Temple <heather@hloky.com>
Subject: RE: Williamstown gas ordinance

Luke,

I'm following up on the emails below. Was the City able to complete the second reading last week and do we have a publisher's affidavit and a new bid deadline?

Kind regards,
Meredith