

DORSEY, GRAY, NORMENT & HOPGOOD

ATTORNEYS-AT-LAW

318 SECOND STREET

HENDERSON, KENTUCKY 42420

JOHN DORSEY (1920-1986)  
STEPHEN D. GRAY  
WILLIAM B. NORMENT, JR.  
J. CHRISTOPHER HOPGOOD  
S. MADISON GRAY

TELEPHONE  
(270) 826-3965  
TELEFAX  
(270) 826-6672  
www.dkgnlaw.com

October 8, 2013

RECEIVED  
OCT 09 2013  
PUBLIC SERVICE  
COMMISSION

Mr. Jeff Derouen  
Kentucky Public Service Commission  
Post Office Box 615  
Frankfort, KY 40602

Re: PSC Case No. .  
Kenergy Corp; City of Lewisport Franchise

Dear Mr. Derouen:

Enclosed is an Application for Convenience and Public Necessity for Kenergy to renew its franchise with the City of Lewisport.

A Motion to Expedite is enclosed. I apologize for the Motion to Expedite. Kenergy submitted to Lewisport the ordinance that it would need to pass in order to renew the franchise which does not expire until next year. We anticipated that Lewisport would take this up later in the year and we would be able to submit our Application on a normal time frame. However, we just learned that Lewisport has passed the ordinance and our bid is due on Friday, October 18, 2013.

Your assistance in this matter is appreciated.

Very truly yours,

DORSEY, KING, GRAY, NORMENT & HOPGOOD

By

  
J. Christopher Hopgood  
Attorney for Kenergy Corp.

FNKJr/cds

Encls.

COPY/w/Encls.: Kenergy Corp.



**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

<b>APPLICATION OF KENERGY CORP.</b>	)	
<b>FOR CERTIFICATE OF CONVENIENCE</b>	)	<b>CASE NO. 2013-</b> _____
<b>AND NECESSITY TO APPLY FOR A</b>	)	
<b>FRANCHISE FROM THE CITY OF</b>	)	
<b>LEWISPORT</b>	)	

**A P P L I C A T I O N**

(a) Applicant Kenergy Corp. (“Kenergy”) is a nonprofit electric cooperative organized under KRS Chapter 279 and is engaged in the business of distributing retail electric power to member consumers in the Kentucky counties of Daviess, Hancock, Henderson, Hopkins, McLean, Muhlenberg, Ohio, Webster, Breckinridge, Union, Crittenden, Caldwell, Lyon, and Livingston.

(b) The post office address of Kenergy is Post Office Box 18, Henderson, Kentucky 42419-018.

(c) Applicant’s Articles of Consolidation are on file with the Commission in Case No. 99-136.

(d) Applicant is and for many years has been the owner of a separate franchises granted by the Kentucky city of Lewisport to erect along, over, under or across the public ways and grounds thereof electric utility facilities used and owned by applicant in its distribution of retail electric service in and to said city and the inhabitants thereof, which franchise, by its terms, will expire in the near future.

(e) Applicant owns sources of supply of electric power and energy now being furnished to customers in said cities and has distribution facilities in said city, now used for the furnishing of retail electric service in said city.

(f) There is and will continue to be a demand and need for retail electric service in and to such city and the inhabitants thereof and applicant desires to apply for and obtain from such city a new franchise to replace applicant's existing franchise from such city.

(g) If applicant is successful in acquiring such franchise a copy of same will be filed with the Commission.

**WHEREFORE**, applicant asks that the Public Service Commission for the Commonwealth of Kentucky make its order granting to applicant a certificate of convenience and necessity to bid for and acquire the aforementioned franchise from the city of Lewisport, and applicant further requests all proper relief.

Dated at Henderson, Kentucky, this 8<sup>th</sup> day of October, 2013.

**DORSEY, GRAY, NORMENT & HOPGOOD**  
**318 Second Street**  
**Henderson, Kentucky 42420**  
**Telephone 270-826-3965**  
**Telefax 270-826-6672**  
**Attorneys for KENERGY CORP.**

By \_\_\_\_\_

  
**J. Christopher Hopgood**  
**chopgood@dkgnlaw.com**

**ORDINANCE #13-\_\_\_**

**AN ORDINANCE PROVIDING FOR THE SALE OF A NON-EXCLUSIVE FRANCHISE OR PRIVILEGE TO CONSTRUCT, MAINTAIN, OPERATE, REPAIR AND REMOVE AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM, TOGETHER WITH ALL NECESSARY OR CONVENIENT POLES, WIRES, LINES, ANCHORS AND OTHER FACILITIES AND APPURTENANCES FOR THE PURPOSE OF TRANSPORTING, DISTRIBUTING AND VENDING ELECTRIC ENERGY FOR PUBLIC AND PRIVATE USES ALONG, OVER AND ACROSS THE STREETS, AVENUES, LANES, ALLEYS AND PUBLIC GROUNDS OF THE CITY OF LEWISPORT, HANCOCK COUNTY, KENTUCKY, FOR A PERIOD OF FIVE (5) YEARS**

BE IT ORDAINED BY THE CITY OF LEWISPORT AS FOLLOWS:

That the right and privilege to use the public streets, avenues, lanes, alleys and public grounds within the city limits of the City of Lewisport, Hancock County, Kentucky, for the purpose of constructing, maintaining, operating, repairing and removing an electric transmission and/or distribution system, together with poles, lines, wires, anchors and other facilities appurtenant or incident thereto for the transportation, distribution and sale of electric energy to service the City of Lewisport, and public and private uses therein, including adjoining rural area, for a period of five (5) years commencing January 15, 2014, be duly advertised for sale publicly to the highest and best bidder, the City of Lewisport reserving the right to reject any and all bids.

Said sale shall be made for cash in hand at the time of sale or for annual payments, plus all cost of advertising and selling. Said sale shall be subject to confirmation and ratification or rejection by the Lewisport City Council and if the sale shall not be so confirmed and ratified, the amount paid shall be returned to the successful bidder.

The sale of the franchise herein contemplated shall be made by Carrie Dixon, City Clerk of the City of Lewisport, or by someone designated by her, who is hereby commissioned to make due advertisement of said sale, which advertisement shall include a description of said franchise, right and privilege in the Hancock County Clarion, a newspaper of general circulation published in the City of Hawesville, Hancock County, Kentucky. The newspaper advertisement aforesaid shall be published in said newspaper one (1) time not less than seven (7) days nor more than twenty-one (21) days before the sale and within thirty (30) days after the final passage of this ordinance.

twenty-one (21) days before the sale and within thirty (30) days after the final passage of this ordinance.

The said City Clerk shall submit a report of the sale in writing to the Lewisport City Council at its next regular meeting after the sale. The terms and conditions of the franchise, right and privilege so to be advertised and offered for sale, and to be granted in the event the sale is confirmed by the Lewisport City Council shall be as follows:

Section 1: The purchaser, his or its successor or assigns, shall have the non-exclusive franchise, privilege, right and power to use and occupy the streets, avenues, alleys, lanes and public grounds within the city limits of the city of Lewisport to construct, maintain, operate, repair and remove an electric transmission and/or distribution system consisting of transmission and/or distribution poles, lines, wires, anchors and all other facilities and appurtenances necessary or convenient for the purpose of transporting, distributing, vending and conveying electric energy for public and private uses in the City of Lewisport and adjoining rural areas, during a term of five (5) years commencing January 15, 2014; provided, however, said franchise may be terminated at the end of four (4) years by either party mailing or delivering to the other party written notice of intent to terminate at least 120 days prior to the end of the fourth year.

The franchise fee shall be an annual lump sum fee of \$5,000, payable June 1<sup>st</sup> of each year.

Section 2: Said construction, operation, maintenance, repair and removal shall be accomplished with the least practicable inconvenience to the public or individuals and with reasonable dispatch and diligence. All damage to the streets, sidewalks or other public property caused by such operations shall be repaired by the purchaser, his or its successor or assigns, at his or its proper cost and without necessary delay. The purchaser, his or its successors or assigns shall be responsible for all injuries or damage to persons or property occasioned by want of care or negligence in conducting such operation.

The purchaser agrees to the underground placement of power lines and/or facilities in accordance with the purchaser's underground policy. Every reasonable effort shall be made by the purchaser to locate new power lines and/or facilities underground.

The purchaser agrees to allow the City of Lewisport to utilize its power lines and/or facilities for special events, provided said utilization does not violate purchaser's safety regulations and any applicable law.

ways and public grounds of the City of Lewisport, within a reasonable time after the expiration or other termination of this franchise.

Section 4: The franchise, right, privilege and power herein described, together with all the terms and conditions hereof, shall extend and apply to the successor and assigns of the purchaser, and unlimited and unrestricted power and authority to assign and transfer the same at will and without further consent thereto by the city of Lewisport, or its inhabitants, is hereby expressly given and granted to the purchaser, his or its successors and assigns.

Section 5: The purchaser, his or its successors or assigns shall proceed with due diligence to obtain any required approval of applicable public regulatory bodies, to apply for and operate under this franchise.

Section 6: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed and this ordinance shall be in full force and effect from and after is final passage.

INTRODUCED, PUBLICLY READ, AND APPROVED ON FIRST READING this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

PUBLICLY READ AND APPROVED ON SECOND READING this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Chad Gregory, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Carrie Dixon, City Clerk

This instrument was prepared by:

\_\_\_\_\_  
J. Christopher Hopgood  
DORSEY, GRAY, NORMENT & HOPGOOD  
318 Second Street  
Henderson, KY 42420