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October 1, 2018

Dr. Talina R. Mathews
Kentucky Public Service Commission
Post Office Box 615
Frankfort, KY 40602

RECEIVED

OCT 04 2018

PUBLIC SERVICE
COMMISSION

Re: Kenergy Corp.
City of Lewisport Franchise and
City of Dixon Franchise
Case No. 2018-00319

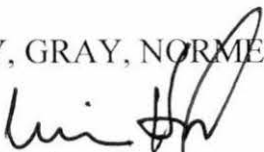
Dear Dr. Mathews:

Enclosed you will find the original and 10 copies of Notice of Filing.

Very truly yours,

DORSEY, GRAY, NORMENT & HOPGOOD

By



J. Christopher Hopgood
Attorney for Kenergy Corp.

JCH/cds
Encls.

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

OCT 04 2018

PUBLIC SERVICE
COMMISSION

In the Matter of:

APPLICATION OF KENERGY CORP.)
FOR CERTIFICATE OF CONVENIENCE) CASE NO. 2018-00319
AND NECESSITY TO APPLY FOR A)
FRANCHISE FROM THE CITY OF)
LEWISPORT AND CITY OF DIXON)

NOTICE OF FILING

KENERGY CORP. submits the proposed franchise documents that have been submitted to the City of Lewisport and City of Dixon. Although no vote has been taken by either municipality, it is anticipated that the proposed franchise renewal documents will be identical to these.

The City of Dixon is scheduled to take action on this Monday, October 8, 2018.

Kenergy will advise by subsequent filing that these are the final franchise documents. This filing is for informational purposes.

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

By



J. Christopher Hopgood
chopgood@dkgnlaw.com

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT entered into effective January 15, 2019, by and between the **CITY OF LEWISPORT, KENTUCKY** (“Franchisor”) and **KENERGY CORP.**, Post Office Box 18, Henderson, KY 42419 (“Franchisee”);

WHEREAS, the City of Lewisport advertised for bids for a non-exclusive franchise to construct, maintain, operate, repair and remove an electric transmission and/or distribution system;

WHEREAS, Kenergy Corp. was a successful bidder for the franchise; and

WHEREAS, the terms and conditions of the franchise are stated in Ordinance ___ of the City of Lewisport, KY;

NOW, therefore, the parties hereby **AGREE** that Kenergy Corp. is awarded a non-exclusive franchise to construct, maintain, operate, repair and remove an electric transmission and/or distribution system for a period of five (5) years commencing January 15, 2019, and continuing thereafter until expiration. The annual fee for the franchise is \$5,000.00 payable annually on July 1 of each year. The terms and conditions of the franchise are as set forth in Ordinance ___ which is incorporated by reference herein.

This the date above written.

CITY OF LEWISPORT, KY

By _____
Chad Gregory, Mayor

ATTEST: _____
City Clerk

KENERGY CORP.

By _____
Jeff Hohn, President and CEO

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT entered into effective July 8, 2018, by and between the **CITY OF DIXON, KENTUCKY** ("Franchisor") and **KENERGY CORP.**, Post Office Box 18, Henderson, KY 42418 ("Franchisee");

WHEREAS, the City of Dixon advertised for bids for a non-exclusive franchise to construct, maintain, operate, repair and remove an electric transmission and/or distribution system in Kenergy's certified territory;

WHEREAS, Kenergy Corp. was a successful bidder for the franchise; and

WHEREAS, the terms and conditions of the franchise are stated in Ordinance _____ of the City of Dixon, KY;

NOW, therefore, the parties hereby **AGREE** that Kenergy Corp. is awarded a non-exclusive franchise to construct, maintain, operate, repair and remove an electric transmission and/or distribution system in Kenergy's certified territory in the City of Dixon for a period of five (5) years commencing July 8, 2018, and continuing thereafter until expiration. The franchise fee is 2.77% of revenues payable on the 15th day of the month following the end of each quarter. The terms and conditions of the franchise are as set forth in Ordinance _____ which is incorporated by reference herein.

This the date above written.

CITY OF DIXON, KY

By _____
Carolyn Townsend, Mayor

ATTEST: _____
Peggy Poole, City Clerk

KENERGY CORP.

By _____
Jeff Hohn, President and CEO