

**BEFORE THE
PUBLIC SERVICE COMMISSION OF KENTUCKY**

IN THE MATTER OF:

**APPLICATION OF KENERGY CORP. FOR A
CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY TO APPLY FOR A
FRANCHISE FROM THE CITY OF HAWESVILLE**

CASE NO. 2023-00044

The petition of **KENERGY CORP.** (“Kenergy”) respectfully shows:

(a) Kenergy is a nonprofit electric cooperative organized under KRS Chapter 279 and is engaged in the business of distributing retail electric power to member customers 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) Kenergy is the consolidation successor of Green River Electric Corporation and Henderson Union Electric Cooperative Corp. A copy of the articles of consolidation is filed in Case No. 99-136.

(d) Applicant seeks authority to bid for and acquire a franchise from the City of Hawesville to erect along, over, under and 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.

(e) The City of Hawesville is located within the applicant's certified territory. Applicant owns a franchise from the City of Hawesville which expired on February 28, 2017. The previous administration at the City of Hawesville refused to issue a franchise and as a result Kenergy operated within the City under a verbal holdover franchise. The new administration at the City of Hawesville desires to proceed under normal order and re-issue a franchise. On February 14, 2023, the City of Hawesville gave first reading to an ordinance (Ordinance 23-_____) providing for the sale of a franchise. The second reading of the ordinance will be on March 14, 2023. A copy of said ordinance is attached hereto marked "Exhibit A."

(f) The franchise being offered by the City of Hawesville will have a term of five (5) years and the annual fee will amount to \$5,000.00. The other terms and conditions of the franchise are set forth in the aforementioned ordinance.

WHEREFORE, applicant asks that the Public Service Commission of 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 Hawesville, and applicant further requests all proper relief.

2023.

Dated at Henderson, Kentucky, this 10th day of February.

DORSEY, GRAY, NORMENT & HOPGOOD

318 Second Street

Henderson, Kentucky 42420

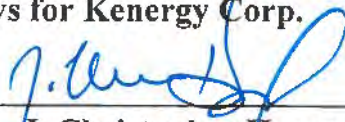
(270) 826-3965 Telephone

(270) 826-6672 Telefax

chopgood@dkgnlaw.com

Attorneys for Kenergy Corp.

By _____



J. Christopher Hopgood

Ordinance # _____

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 Hawesville, Hancock County, Kentucky, for a period of five (5) years.

BE IT ORDAINED BY THE CITY OF HAWESVILLE 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 Hawesville, 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 Hawesville, and public and private uses therein, including adjoining rural area, for a period of five (5) years commencing the _____ day of _____, 2023, be duly advertised for sale publicly to the highest and best bidder, the City of Hawesville 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 costs of advertising and selling. Said sale shall be subject to confirmation and ratification or rejection by the Hawesville 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 the City Clerk of the City of Hawesville, or by some one designated by the Clerk, who is hereby commissioned to make due advertisement of said sale, which advertisement shall include a description of the 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.

The said City Clerk shall submit a report of the sale in writing to the Hawesville 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 Hawesville City Council shall be as follows:

Section 1: The purchaser, his/her or its successors 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 Hawesville to construct, maintain, operate, repair and remove an electric transmission and/or distribution system consisting of transmission and/or distribution poles, lines, wire, 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 Hawesville and adjoining rural areas, during a term of five (5) years commencing on the _____ day of _____, 2023; 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 \$5,000.00, payable on or before July 1st 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/her or its successors or assigns, at his/her or their proper cost and without necessary delay. The purchaser, his/her 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 Hawesville 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.

Section 3: The purchaser, his/her or its successors or assigns, shall have the right to remove all of its property and facilities from the streets, avenues, lanes, alleys, ways and public grounds of the City of Hawesville, within a reasonable time after the expiration or other termination of this franchise.

Section 4: The franchise, right and privilege and power herein described, together with all the terms and conditions hereof, shall extend and apply to the successors and assigns of the purchaser, and unlimited and unrestricted power and authority to assign and transfer the same at will further consent thereto by the City of Hawesville, 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 its final passage.

INTRODUCED, PUBLICLY READ, and APPROVED on FIRST READING this the _____ day of _____, 2023.

PUBLICLY READ and APPROVED on SECOND READING this the _____ day of _____, 2023.

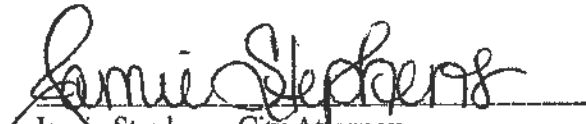
Rob McCormick, Mayor

Date

ATTEST:

City Clerk

Prepared by:



Jamie Stephens, City Attorney
STEPHENS LAW, LLC
480 Jennings Street
Hawesville, Kentucky 42348
(270) 927-8888
Js.stephenslaw@gmail.com

**BID PROPOSAL ON FIVE (5) YEAR ELECTRIC FRANCHISE ESTABLISHED
BY ORDINANCE # _____
ADOPTED BY THE CITY COUNCIL OF
THE CITY OF HAWESVILLE, KENTUCKY**

In accordance with and in response to the provisions of Ordinance # _____, providing for the sale of a nonexclusive, five (5) year franchise for use of public rights-of-way within the city limits of Hawesville, Kentucky, for the construction, operation, maintenance and utilization of an electrical distribution system, as publicly advertised in the Hancock Clarion, Kenergy Corp., by its duly authorized representative, does hereby submit the following bid offer:

- (a) \$5,000.00 payable to the City of Hawesville, Kentucky, on an annual basis;
- (b) Bidder/Offeror acknowledges, understands, covenants and agrees to the terms and conditions set forth in Ordinance # _____ and the terms and conditions of the franchise award shall be incorporated into a written agreement executed by both parties and effective: _____.
- (c) Bidder/Offeror will reimburse City of Lewisport, or will pay directly all out-of-pocket costs incurred for publication of notices and ordinances advertising and awarding electric franchise.

Bid Submitted by:

KENERGY CORP.

By: _____

Date: _____

Franchise Agreement

THIS FRANCHISE AGREEMENT entered into effective April 1, 2023, by and between the CITY OF HAWESVILLE, KENTUCKY ("Franchisor") and KENERGY CORP., Post Office Box 18, Henderson, KY 42418 ("Franchisee");

WHEREAS, the City of Hawesville 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 Hawesville, 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 April 1, 2023, and continuing thereafter until expiration. The annual fee for the franchise is \$5,000.00 payable on or before April 1, 2023. In addition, Kenergy agrees to pay franchise fees for the years between 2017 and 2023 in which Kenergy operated under a verbal holdover franchise agreement. 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 HAWESVILLE, KY

By _____
Robert McCormick, Mayor

ATTEST: _____
City Clerk

KENERGY CORP.

By _____
_____, President and CEO

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Bid Submitted by:

KENERGY CORP.

By: _____

Date: _____
