



PPL companies

July 1, 2011

RECEIVED

JUL 01 2011

PUBLIC SERVICE
COMMISSION

LG&E and KU Energy LLC
Legal Department
220 West Main Street
Louisville, Kentucky 40202
www.lge-ku.com

Allyson K. Sturgeon
Senior Corporate Attorney
T 502-627-2088
F 502-217-4995
allyson.sturgeon@lge-ku.com

Mr. Jeff Derouen
Executive Director
Public Service Commission of Kentucky
211 Sower Boulevard
Frankfort, Kentucky 40602

**Re: Electric Service from KU to Dodge Hill Mining Company, LLC,
Case No. 2011-00056**

Dear Mr. DeRouen:

Kenergy Corp. and Kentucky Utilities Company ("KU") have agreed on revised language to the tendered agreement which would allow KU to serve the Dodge Hill Mine. Attached please find an original and ten copies of the signed agreement. As both utilities have reached agreement on the provision of electric service to Dodge Hill Mine, KU respectfully requests the Commission to approve the attached agreement and dismiss the above-captioned proceeding.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink that reads "Allyson K. Sturgeon". The signature is fluid and cursive.

Allyson K. Sturgeon

AKS/kmw
Enclosures

C: Richard Raff
Christopher Hopgood

RECEIVED

JUL 01 2011

PUBLIC SERVICE
COMMISSION

AGREEMENT

THIS AGREEMENT is made and entered into this the 30th day of June 2011, by and between **KENERGY CORP.**, Post Office Box 18, Henderson, Kentucky 42419 (“Kenergy”), and **KENTUCKY UTILITIES COMPANY**, One Quality Street, Lexington, Kentucky 40507 (“KU”) (collectively, Kenergy and KU are referred to herein as the “Parties”).

WHEREAS Dodge Hill Mining Company, LLC (“Dodge Hill”) has requested Kenergy to approve Dodge Hill’s receiving temporary and permanent power from KU at an airshaft site located in Kenergy’s certified territory in Union County and Kenergy has determined that its facilities and those of its wholesale power provider Big Rivers Electric Corporation are not well located for these services and has entered into written agreement with Dodge Hill approving the requested services, a copy of said written agreement being attached hereto and made a part hereof as “Exhibit A”;

WHEREAS KU has served Dodge Hill and its Dodge Hill Mine No. 1 for over a decade at a permanent metering point located wholly within the service territory of KU;

WHEREAS it is KU’s position that the consistent decisions of the Kentucky Court of Appeals, the Franklin Circuit Court, and the Kentucky Public Service Commission make it clear that the airshaft Dodge Hill is building for its existing, continuously operating mine is part of the same “electric-consuming facility” under KRS 278.018, giving KU the right to serve that facility;

WHEREAS the Parties desire to avoid administrative and court proceedings made unnecessary by their mutual agreement about which Party should provide the service to Dodge Hill described herein and in Exhibit A hereto, the Parties therefore desire to enter into this written agreement regarding this matter;

NOW, therefore, the premises having been considered, and in consideration of the mutual promises and covenants of the Parties, **IT IS AGREED** as follows:

1. KU may provide temporary and permanent service to Dodge Hill described herein and in accordance with the terms of attached Exhibit A.

2. KU shall have no responsibility for removal of Dodge Hill's facilities as set forth in paragraphs 2.(c) and 3.(c) of Exhibit A.

3. KU's provision of the service described herein and in Exhibit A hereto shall not affect, alter, or amend in any way the Parties' certified territories established by the Kentucky Public Service Commission in accordance with the relevant provisions of KRS Chapter 278.

4. This agreement shall become effective when accepted or approved by the Kentucky Public Service Commission.

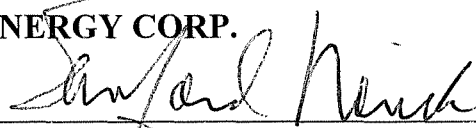
[This space intentionally left blank.]

IN TESTIMONY WHEREOF witness the hands of the parties

hereto this day and date first above written.

KENERGY CORP.

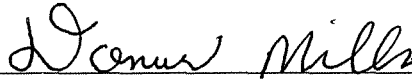
By



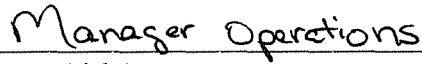
Sanford Novick
President and CEO

KENTUCKY UTILITIES COMPANY

By



(name)



(title)