



June 27, 2011

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

RECEIVED

JUN 28 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

RE: Application of Kentucky Utilities Company for a Certificate of Public Convenience and Necessity Authorizing KU to Bid on a Franchise Established by the City of Elizabethtown , Kentucky
Case No.: 2011-00095

Dear Mr. Derouen:

Pursuant to the Commission's March 22, 2011 Order in the above-referenced proceeding, enclosed please find two copies of the executed franchise agreement with the City of Elizabethtown, Kentucky.

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 written in a cursive, flowing style.

Allyson K. Sturgeon

AKS/kmw
Enclosures

FRANCHISE AGREEMENT

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with the City's improvement and repair requirements. All disturbed areas shall be returned to pre-construction condition within sixty (60) days of completion of the work, unless weather conditions or other extenuating circumstances prevent such repairs within that time period.

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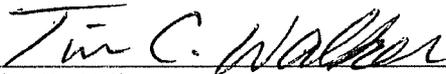
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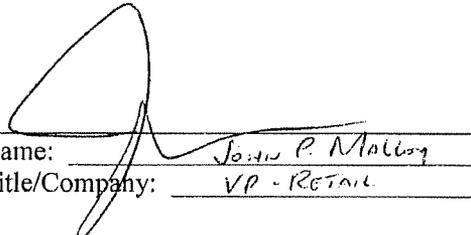
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Agreed to this 18th day of April, 2011.



Tim C. Walker
Mayor, City of Elizabethtown



Name: Justin P. Malloy
Title/Company: VP - RETAIL

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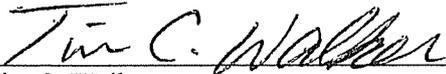
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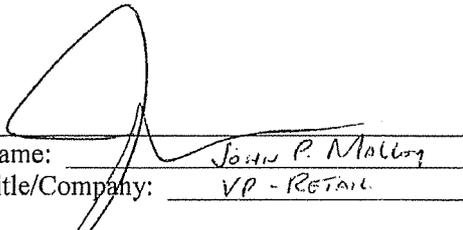
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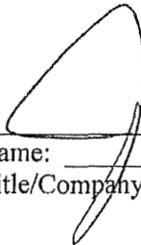
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