

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

SHAKERTOWN CORPORATION)	
WILLIAM R. WALLS, COMPLAINANT)	
)	
VS)	CASE NO.
)	9875
FOX CREEK RURAL ELECTRIC COOPERATIVE)	
CORPORATION, DEFENDANT)	

O R D E R

On March 20, 1987, this case was established by the Commission to hear evidence from the Shakertown Corporation ("Shakertown") that Kentucky Utilities Company, its current electric utility, should provide electrical services for property recently annexed by Shakertown. A major portion of the annexed property is located in the service territory of Fox Creek Rural Electric Cooperative Corporation ("Fox Creek").

In a letter dated April 20, 1987, Shakertown requested that the case be closed based upon a reported settlement with Fox Creek to provide the requested service. The Commission entered an Order closing the case on April 22, 1987.

In correspondence dated May 18, 1987, Fox Creek filed for Commission approval of the settlement between Fox Creek and Shakertown, a copy of which is attached. As a result Case Number 9875 was reopened.

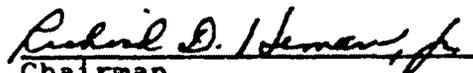
A review of the agreement discloses that it deviates from Fox Creek's approved tariff. However, 807 KAR 5:041, Section 11(5),

provides that a utility may make at its expense greater extensions provided like extensions are made to other applicants under similar conditions. Based upon Fox Creek's request for approval, the Commission is of the opinion that the agreement should be approved conditionally. As a condition of the execution of the agreement, Fox Creek must allow all similarly situated applicants to obtain extensions under the conditions allowed Shakertown.

IT IS THEREFORE ORDERED that the agreement is approved with the condition that Fox Creek extend service to other customers under similar conditions for the same financial consideration.

Done at Frankfort, Kentucky, this 2nd day of July, 1987.

PUBLIC SERVICE COMMISSION


Chairman


Vice Chairman


Commissioner

ATTEST:

Executive Director



FOX CREEK RURAL ELECTRIC
COOPERATIVE CORPORATION
PO BOX 150 · 1200 VERSAILLES ROAD
LAWRENCEBURG, KY 40342 · 502/839-3442

FILED

MAY 19 1987

PUBLIC SERVICE
COMMISSION

May 18, 1987

Mr. Forest M. Skaggs, Executive Director,
Public Service Commission
P.O. Box 615
Frankfort, KY 40621

RE: CASE NO. 9879

The matter in case no. 9879, Shakertown Cooperative, Inc. vs. Fox Creek R.E.C., was considered by the Commission and a hearing date set. The hearing was postponed and the case was closed by order of the commission on May 22, 1987.

We have reached an agreement with Shakertown in this matter and are submitting this agreement for your approval.

FOX CREEK RURAL ELECTRIC
COOPERATIVE CORPORATION

Bob Kinoy

Bob Kinoy
General Manager

BK:ph

A G R E E M E N T

The Agreement made and entered into this ____ day of May, 1987, by and between SHAKERTOWN AT PLEASANT HILL, KENTUCKY, INC., a 501(c)(3) tax exempt, educational corporation organized under the laws of Kentucky and FOX CREEK RURAL ELECTRIC COOPERATIVE of Lawrenceburg, Kentucky, do hereby agree:

W I T N E S S E S:

That Fox Creek Rural Electric Cooperative agrees to upgrade and extend a three phase electric line beginning at Mundy's Landing Road and extending to Phillips Lane at no cost to Shakertown. Fox Creek Rural Electric further agrees that the first 1,000 feet of electric line from the Teator Property in the direction of the West Lot Dwelling at the West Lot will be installed by Fox Creek at no charge to Shakertown. After the 1,000 feet from the Teator Property the electric line will be extended a distance to a pole where Shakertown wishes to have the electric line installed underground. This distance, measuring +/- 3,330 feet, the cost of which will be billed to Shakertown at \$3.98 per lineal foot. The cost of the underground line, approximately +/- 775 feet to the transformer pad, will be financed on the following basis: Shakertown will pay for the trenching, rock removal if necessary, and filling of trench while Fox Creek will provide the conduit, wire and necessary labor for installing same, pulling wire through conduit and hooking up to the transformer. The extension of the service from the transformer to the West Lot Dwelling and the West Lot Wash House will be at Shakertown's expense.

For a period of ten years hereafter Fox Creek agrees to reimburse Shakertown in the amount of \$3,980.00 for every new service connected direct to overhead three phase line paid for by Shakertown. Such payments to continue until the total

reimbursement to Shakertown equals the amount Shakertown paid for the initial three phase line.

The above agreement subject to the review and approval of the Kentucky Public Service Commission.

14 May 1987
DATE

James C. [Signature]
SHAKERTOWN, INC.

DATE

FOX CREEK RURAL ELECTRIC
COOPERATIVE CORPORATION