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**PUBLIC SERVICE
COMMISSION**

January 16, 2008

VIA FEDERAL EXPRESS

Robert Amato
Interim Executive Director
Public Service Commission
211 Sower Blvd.
P. O. Box 615
Frankfort, KY 40601

***Re: In the Matter of: Ballard Rural Telephone Cooperative Corporation, Inc. v.
Jackson Purchase Energy Corporation, Case No. 2004-00036***

Dear Mr. Amato:

Enclosed for filing in the above-referenced case are the original and five copies of Ballard Rural Telephone Cooperative Corporation, Inc.'s Jackson Purchase Energy Corporation Tariff. A copy of this cover letter and the attached Jackson Purchase Energy Corporation Tariff has been served upon Jackson Purchase Energy Corporation.

Please return one copy of the enclosed Jackson Purchase Energy Corporation Tariff to me in the enclosed self-addressed, postage-prepaid envelope.

Thank you, and if you have any questions with regard to this matter, please call me.

Very truly yours,

DINSMORE & SHOHL LLP



Holly C. Wallace

HCW/rk
Enclosures
cc: All Parties of Record
John E. Selent, Esq.

CERTIFICATE OF SERVICE

It is hereby certified that a true and accurate copy of the foregoing was served via First Class United States Mail, postage prepaid, to the following individuals this 16th day of January, 2008:

Melissa D. Yates
W. David Denton
Denton & Keuler, LLP
555 Jefferson Street
P.O. Box 929
Paducah, KY 42002-0929

G. Kelly Nuckols
President & CEO
Jackson Purchase Energy
Corporation
2900 Irvin Cobb Drive
P.O. Box 4030
Paducah, KY 42002-4030



**COUNSEL TO BALLARD RURAL
TELEPHONE COOPERATIVE
CORPORATION, INC.**

GENERAL SUBSCRIBER SERVICES TARIFF

Ballard Rural Telephone Cooperative Corporation, Inc.

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Issued: January 17, 2008

Effective: January 1, 2008

By: Harlon E. Parker

Title: General Manager

GENERAL SUBSCRIBER SERVICES TARIFF

Ballard Rural Telephone Cooperative Corporation, Inc.
for Ballard and McCracken Counties

Section W
Original JP Sheet 1

W. Jackson Purchase Energy Corporation (JPEC) Tariff

(N)

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GENERAL SUBSCRIBER SERVICES TARIFF

Ballard Rural Telephone Cooperative Corporation, Inc.
for Ballard and McCracken Counties

Section W
Original JP Sheet 2

W. Jackson Purchase Energy Corporation (JPEC) Tariff - Continued

W.1. Application of Tariff (N)

This Tariff contains regulations and charges applicable to the provision of attachment space for JPEC facilities on poles of the Ballard Rural Telephone Cooperative Corporation, Inc., hereinafter referred to as the "Company". (N)

The terms and conditions contained herein apply where JPEC, as a customer of the Company, proposes to install coaxial or other types of electrical distribution cables, amplifiers, drop wires, wires, cable messenger anchors or other appurtenances and desires to attach such equipment to poles of the Company. (N)

W.2. Definitions (N)

Poles – All references to "poles" of the Company shall mean poles which are solely owned by the Company. (N)

Pole Attachment – This is any attachment by JPEC to a Company Pole. (N)

Equipment – The equipment referred to herein consists of coaxial or other types of electrical cables, amplifiers, drop wires, wires, cable messengers, anchors and any other appurtenance used in the provision of JPEC's electrical service. (N)

Operator – All references herein to OPERATOR shall mean JPEC. (N)

Service – Shall mean the transmission, by cable, of electrical service by JPEC within any exchange of the Company. (N)

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GENERAL SUBSCRIBER SERVICES TARIFF

Ballard Rural Telephone Cooperative Corporation, Inc.
for Ballard and McCracken Counties

Section W
Original JP Sheet 3

W. Jackson Purchase Energy Corporation (JPEC) Tariff - Continued

W.3. General (N)

The Company will make available to JPEC space on the poles of the Company. This space is subject to the following conditions and limitations which the Company or appropriate regulatory body deem to be in the interest of the telephone-using public. JPEC shall be considered to be a customer or subscriber of the Company and shall be subject to other parts and sections of this Tariff. (N)

W.3.1 Before making attachment to any pole or poles of the Telephone Company, JPEC shall make application and receive a permit. Before a permit can be issued, the Telephone Company will impose a bonding or insurance requirement to assure safe and adequate construction and operating practices on the part of JPEC. (N)

W.3.2 The application for permit shall consist of drawings and associated descriptive matter which shall be adequate in all detail to enable the Telephone Company to thoroughly check the proposed installation of JPEC. (N)

W.3.3 When the application for a permit requires the Telephone Company to do any work to make room for JPEC facilities on the telephone company's poles, JPEC will reimburse the Telephone Company for the entire non-betterment portion of the cost and expense thereof, including the walk-through inspection, engineering, staking, the cost of the larger poles, sacrificed life value of poles removed, cost of removal and the expense of transferring Telephone Company's facilities from the old to the new poles. (N)

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GENERAL SUBSCRIBER SERVICES TARIFF

Ballard Rural Telephone Cooperative Corporation, Inc.
for Ballard and McCracken Counties

Section W
Original JP Sheet 4

W. Jackson Purchase Energy Corporation (JPEC) Tariff- Continued

W.3. General (Cont'd)

W.3.4 Where JPEC's desired attachments can be accommodated on present poles of the Telephone Company by rearranging Telephone Company facilities thereon, JPEC will compensate the Telephone Company for full expense incurred in completing such rearrangements. JPEC will also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. (N)

W.3.5 JPEC will reimburse the Telephone Company for any authorized expense within ten (10) days after receipt of the Telephone Company's invoice for such expense. (N)

W.3.6 JPEC shall secure, from the proper franchising authority, a franchise to erect and maintain its equipment within public streets, highways and other thoroughfares, provided such franchising authority exists, and shall secure any and all consents, permits, licenses, easements or rights-of-way that may be legally required for its operation hereunder. JPEC shall provide to the Company documentation evidencing that all such franchises, consents, permits, licenses, easements and rights-of-way have been obtained. JPEC shall additionally provide the Company a map depicting the franchised area in which pole attachments may be applied for by JPEC. (N)

JPEC shall assist in, and bear the expense of securing any additional consents, permits or licenses that may be required by the Company because of JPEC pole attachments. (N)

The franchises, consents, permits, licenses, easements and rights-of-way of the Company are for its own facilities and the provision of its other services. No rights in such franchises, consents, permits, licenses, easements or rights-of-way are conferred upon JPEC hereunder. (N)

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GENERAL SUBSCRIBER SERVICES TARIFF

Ballard Rural Telephone Cooperative Corporation, Inc.
for Ballard and McCracken Counties

Section W
Original JP Sheet 5

W. Jackson Purchase Energy Corporation (JPEC) Tariff - Continued

W.3. General (Cont'd)

W.3.7 Upon application for attachment, JPEC shall submit evidence satisfactory to the Company of its authority to erect and maintain its equipment within public streets, highways and other thoroughfares and shall secure any necessary franchise, license, permit, consent, easement or rights-of-way from federal, state or municipal authorities or owners of property now or hereafter required to construct and maintain such equipment at the location of facilities of the Company which it desires to use. In the event any such franchise, thereafter denied to JPEC for any reason, permission to attach to Company poles so affected shall immediately terminate, JPEC shall forthwith remove its equipment from Company facilities. (N)

Upon notice from the Telephone Company to JPEC that the removal or cessation of the use of any pole has been requested or directed by federal, state or municipal authorities or property owners, permission to attach to such pole shall immediately terminate and JPEC shall forthwith remove its equipment therefrom. (N)

W.3.8 No use, however extended, of the Company's poles under this Tariff shall create or vest in JPEC any ownership or property right in said poles. Nothing herein contained shall be construed to compel the Company to maintain any of its facilities for a period longer than that demanded by its other service requirements. (N)

The Company reserves to itself, its successors and assigns the right to maintain its poles and to locate and operate its facilities in such manner as will best enable it to fulfill its other public service requirements. (N)

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GENERAL SUBSCRIBER SERVICES TARIFF

Ballard Rural Telephone Cooperative Corporation, Inc.
for Ballard and McCracken Counties

Section W
Original JP Sheet 6

W. Jackson Purchase Energy Corporation (JPEC) Tariff - Continued

W.3. General (Cont'd)

W.3.9 The Company reserves the right to provide pole attachment space to more than one company and to make such space available to other entities. This Tariff shall not limit the rights and privileges previously granted to others to use any poles, and the privileges provided by this Tariff shall at all times be subject to such previously granted rights. (N)

Failure to enforce or insist upon compliance with any of the terms or conditions of this Tariff shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in effect. (N)

JPEC shall not assign, transfer or sublet any rights to make pole attachments without the prior written consent of the Company. (N)

W.3.10 JPEC shall maintain in full force and effect the following insurance policies or bond in lieu thereof providing an equivalent protection: (1) Workers' Compensation and Occupational Disease covering JPEC's full liability under the Workers' Compensation Laws of the Commonwealth of Kentucky. (N)

This shall include Employer's Liability insurance in the amount of \$100,000.00. (2) Comprehensive General Liability insurance in the amounts of \$1,000,000.00 Combined Single Limits or \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate for any accident resulting in bodily injuries to or the death of one or more persons and the consequential damages arising therefrom, together with Property Damage Liability in the amount of \$500,000.00 each occurrence with an aggregate total limit of \$500,000.00. (N)

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GENERAL SUBSCRIBER SERVICES TARIFF

Ballard Rural Telephone Cooperative Corporation, Inc.
for Ballard and McCracken Counties

Section W
Original JP Sheet 7

W. Jackson Purchase Energy Corporation (JPEC) Tariff - Continued

W.3. General (Cont'd)

W.3.10 (Cont'd)

All policies of insurance shall contain written endorsements to the effect that the amount of coverage of the insurance provided thereby will not be reduced or terminated without thirty (30) days written notice first being given to the Company. Certificates of insurance, incorporating the above described endorsement, shall be delivered to a designated officer of the Company and shall be approved by the Company before JPEC is permitted to perform any work authorized pursuant to this Tariff. Failure of JPEC to provide notice of renewals, changes in carrier, or a reduction in or termination of insurance coverage will be just cause for the Company to terminate JPEC's right to continue its pole attachments and/or use of cable ducts. If renewal premiums are not paid by JPEC prior to said 30-day notice, the Company shall have the right to pay said premiums and be reimbursed by JPEC upon demand. (N)

JPEC shall promptly notify the Company of all claims and potential claims relating to damage to property or injury to or death of persons arising or alleged to have arisen in any manner by or associated with, directly or indirectly, the presence or use of JPEC's equipment upon or within any facility of the Company. (N)

JPEC shall exercise special precautions to avoid damage to facilities of the Company on said poles and hereby assumes all responsibility for any and all loss for such damage. JPEC shall make an immediate report to the Telephone Company of the occurrence of any such damage and shall reimburse the Company for the expense incurred in making repairs necessitated thereby. (N)

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GENERAL SUBSCRIBER SERVICES TARIFF

Ballard Rural Telephone Cooperative Corporation, Inc.
for Ballard and McCracken Counties

Section W
Original JP Sheet 8

W. Jackson Purchase Energy Corporation (JPEC) Tariff - Continued

W.3. General (Cont'd)

W.3.11. JPEC shall furnish a bond for each individual JPEC system utilizing pole attachments under this Tariff to guarantee the payment of any sum which may become due to the Company for rental, penalty and make-ready charges and work performed by the Company pursuant to this Tariff for the benefit of JPEC or as a result of default or forfeiture by JPEC. The amount of such bond shall be based upon the following: (N)

1. A bond of \$10,000.00 shall be furnished except as provided in (2) below. (N)
2. After one year following the completion of construction of an individual JPEC system and its placement into operation, JPEC may request that the required amount of bond be reduced. Upon the Company's receipt of satisfactory evidence that all mechanics, workmen and material men who furnished services, labor or materials in the construction of such JPEC system and all taxing authorities have been paid all amounts due them, the Company will reduce the amount of bond required to the following: (N)
 - A. A bond of \$5,000.00 shall be furnished. (N)

W.4 Construction and Maintenance (N)

W.4.1 JPEC's cables, wires and appliances in each and every location shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, 1981 Edition, or any amendments or revisions of said code and in compliance with any other codes, rules or orders now in effect or that hereafter be issued by the Public Service Commission or other authority having jurisdiction. (N)

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GENERAL SUBSCRIBER SERVICES TARIFF

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Section W
Original JP Sheet 9

W. Jackson Purchase Energy Corporation (JPEC) Tariff - Continued

W.4. Construction & Maintenance (Cont'd)

- W.4.2 JPEC shall place its wires, cables and appliances not less than one (1) foot above existing telephone facilities. (N)
- W.4.3 JPEC shall, at its own risk and expense, make and maintain attachments in a safe condition and in thorough repair and in a manner suitable to the Telephone Company or by other persons, firms, corporations, governmental units, etc. using said poles, pursuant to any license or permit of the Telephone Company, or interfere with the working use of facilities there or which may, from time to time, be placed thereon. (N)
- W.4.4 JPEC shall at any time, at its own risk and expense, upon forty-eight (48) hours notice from the Telephone Company relocate, replace or renew its facilities placed on said poles and transfer them to substituted poles or perform any other work in connection with said facilities that may be required by the Telephone Company. In cases of an emergency situation, immediate action may be required of JPEC without the forty-eight (48) hours notice. (N)
- W.4.5 If JPEC is unable or unwilling to meet the Telephone Company's time schedule for such changes, the Telephone Company may do the work and charge JPEC its reasonable cost for performing the change of JPEC attachments. (N)
- W.4.6 In cases of broken or damaged poles, the Telephone Company shall not be required or expected to clear traveled portions of public highways or private property of JPEC wires and cables. (N)
- W.4.7 To prevent lightning damage and to promote safety, the last company installing a support messenger on a pole shall bond to the existing support messenger of the other company. This bonding requirement will be at least once every fifteen hundred (1500) feet of messenger length. (N)

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GENERAL SUBSCRIBER SERVICES TARIFF

Ballard Rural Telephone Cooperative Corporation, Inc.
for Ballard and McCracken Counties

Section W
Original JP Sheet 10

W. Jackson Purchase Energy Corporation (JPEC) Tariff

W.4. Construction & Maintenance (Cont'd)

W.4.8 The Telephone Company reserves to itself, its successors and assigns the right to maintain its poles and to operate its facilities thereon in such manner as will, in its judgment, best enable it to fulfill its own service requirements. (N)

W.4.9 Whenever, pursuant to this Tariff, JPEC shall be required to remove its equipment from any pole, such removal shall be made within thirty (30) days following the notice given by the Company to JPEC except as otherwise specifically provided. Upon failure of JPEC to remove such equipment within thirty (30) days or as otherwise required, the Company may remove them and charge JPEC all costs associated with such removal. (N)

W.4.10 The Telephone Company, because of the importance of its service, reserves the right to inspect each new installation of JPEC on its poles and in the vicinity of its lines or equipment and to make periodic inspections, as plant conditions warrant, of the entire plant of JPEC. The original inspection shall be on a per cost basis, and there shall be no cost for the periodic inspection. (N)

W.4.11 When substandard installations are found which are not created by the Telephone Company but by JPEC, the Telephone Company will charge JPEC for cost of correcting them. (N)

W.4.12 JPEC shall not attach to any pole hardware of the Telephone Company for supporting of JPEC wires or cable. (N)

W.4.13 JPEC shall not attach to any anchor of the Telephone Company without the approval of the Telephone Company. (N)

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GENERAL SUBSCRIBER SERVICES TARIFF

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Section W
Original JP Sheet 11

W. Jackson Purchase Energy Corporation (JPEC) Tariff - Continued

W.5. Rates

W.5.1 Rental Charges (N)

JPEC shall pay to the Company, annually in advance, the rental charges specified below. Annual billing shall be made to JPEC in July of each year. (N)

From the effective date of the permit for previously unbilled attachments, which shall be the date when the Company's facilities are made available for use by JPEC, to the date of the next annual billing, the annual rental rate shall be payable on a prorated basis with such fractional amount submitted with the application for attachment. (N)

Rental Rate – Per 2-User Pole, Annually	\$2.00	(N)
Per 3-User Pole, Annually	\$1.35	(N)

W.5.2 Penalty Charges (N)

Where pole attachments have been made without receipt of authorization from the Company, a penalty charge of twice the amount of the annual rental rate shall apply in lieu of the annual rental rate from the date of the last previous physical inventory of pole attachments of inspection required pursuant to the rules of the Kentucky Public Service Commission, whichever is most recent. Additionally, a special "make-ready" charge equal to twice the amounts which would have been due and applicable if the attachment had been properly authorized shall apply. (N)

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