



February 28, 2022

***VIA ELECTRONIC TARIFF FILING SYSTEM***

Ms. Linda C. Bridwell  
Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, KY 40601

RE: Schedule PA – Pole Attachments (*new*)  
Cable Television Attachment Tariff (*withdraw/delete*)

Dear Executive Director Bridwell:

Pursuant to 807 KAR 5:015, Clark Energy hereby files its new Schedule PA – Pole Attachments, intended to replace existing CABLE TELEVISION ATTACHMENT TARIFF. The proposed effective date of new Schedule PA – Pole Attachments is March 31, 2022. Written notice of this proposed tariff update has been mailed to customers, and proof of notice is included with this filing.

Please contact me should you have any questions or concerns, and thank you for your assistance with this matter.

Sincerely,

Billy O. Frasure  
V.P. Finance and Office Services

Enclosures



February 28, 2022

**AFFIDAVIT / PROOF OF NOTICE**

The affiant, Clark Energy Cooperative, being first duly sworn, states and affirms as follows:

1. I serve as V.P. Finance and Office Services for Clark Energy Cooperative.
2. In connection with my duties as V.P. Finance and Office Services, I am responsible for the mailing of notices in connection with proposed changes to Clark Energy's tariff.
3. On this same date, February 28, 2022, a Customer Notice containing identical substantive content as that attached hereto was mailed to all of Clark Energy's customers presently served under Clark Energy's Cable Television Attachment Tariff.

Further, the affiant sayeth naught.

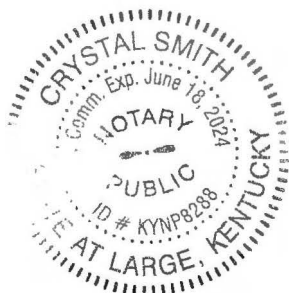
*Billy O. Frasure*  
Billy O. Frasure

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF Clark )

The forgoing Affidavit was subscribed, sworn to and acknowledged before me by Billy O. Frasure this 28<sup>th</sup> day of February, 2022.

*Crystal C. Smith*  
KENTUCKY NOTARY PUBLIC  
STATE AT-LARGE

Commission Expiration: 6-18-2024  
Notary ID: KYNP8288







February 28, 2022

**VIA U.S. MAIL**

(CUSTOMER MAILING INFORMATION)

RE: Schedule PA – Pole Attachments (*new*)  
Cable Television Attachment Tariff (*withdraw/delete*)

Dear Customer:

PLEASE TAKE NOTICE that, on this same date, Clark Energy filed with the Kentucky Public Service Commission its new *Schedule PA – Pole Attachments*, intended to replace existing [*Schedule CATV*]. The proposed effective date of new *Schedule PA – Pole Attachments* is March 31, 2022.

The tariff filing was made pursuant to 807 KAR 5:015 which, among other things, establishes specific criteria and procedures for obtaining access to utility poles within the Kentucky Public Service Commission's jurisdiction. Consequently, the proposed new *Schedule PA – Pole Attachments* reflects updated terms and conditions governing access and attachments to Clark Energy's poles and facilities. These terms and conditions are those proposed by Clark Energy, but the Kentucky Public Service Commission may order terms and conditions that differ from those proposed. Clark Energy does not, at this time, propose to adjust the annual rates presently paid by customers under the outgoing Cable Television Attachment Tariff.

A person may examine this tariff filing: (i) at the offices of Clark Energy located at 2640 Ironworks Road, Winchester, KY 40391, during normal business hours; (ii) at the offices of the Kentucky Public Service Commission located at 211 Sower Boulevard, Frankfort, Kentucky, Monday through Friday, 8:00 a.m. to 4:30 p.m.; (iii) through the Kentucky Public Service Commission Web site at <http://psc.ky.gov>.

Comments regarding this tariff filing may be submitted to the Kentucky Public Service Commission through its Web site or by mail to Kentucky Public Service Commission, Post Office Box 615, Frankfort, Kentucky 40602. A person may submit a timely written request for intervention to the Kentucky Public Service Commission, Post Office Box 615, Frankfort, Kentucky 40602, establishing the grounds for the request including the status and interest of the party. If the Kentucky Public Service Commission does not receive a written request for intervention within thirty (30) days of the mailing of this notice, the Kentucky Public Service Commission may take final action on the tariff filing.

Sincerely,

Billy O. Frasure  
V.P. Finance and Office Services

For All Areas Served  
Community, Town or City

P.S.C. No. 2

Original SHEET NO. 109

CANCELLING P.S.C. NO. 1

SHEET NO.

Clark Energy Cooperative Inc.  
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

CABLE TELEVISION ATTACHMENT TARIFF

APPLICABILITY

Applicable to all CATV attachments on all plant owned by the Cooperative.

AVAILABILITY

Available to all qualified CATV operators. A CATV operator must satisfy all provisions of this tariff and obtain all necessary franchises from the appropriate governmental and/ or regulatory authority to be qualified by the Cooperative.

ASSIGNMENT OF RIGHTS

The CATV operator shall not assign or otherwise dispose of any provisions of this tariff or any of its rights or interests herein to any firm, corporation, or individual without the written consent of the Cooperative.

ANNUAL ATTACHMENT FEES

1. Annual attachment fees or rental charges for all CATV attachments shall be as follows:

| Attachment Classifications | Annual Attachment Rates |
|----------------------------|-------------------------|
| Two-Party Poles            | \$5.91 per Attachment   |
| Three-Party Poles          | \$4.59 per Attachment   |
| Two-Party Anchors          | \$11.37 per Anchor      |
| Three-Party Anchors        | \$7.50 per Anchor       |

2. The Cooperative shall invoice the CATV operator each January annual attachment fees for the total number of each classification of CATV attachments existing at the end of the preceding calendar year. Annual attachment fees for each classification of CATV attachments shall be the number of attachments multiplied by the appropriate rate as prescribed in item (1) above of the Annual Attachment Fees provisions. Total annual attachment fees or rental charges for the preceding calendar year shall be the sum of annual attachment fees calculated for each classification of CATV attachments.

3. The Cooperative shall reconcile the invoice for annual attachment fees

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

3/3/2008

PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

DATE OF ISSUE February 1, 2008

DATE EFFECTIVE March 9, 2008

ISSUED BY *Paul H. Elch*  
Name of Officer

TITLE PRESIDENT & C.E.O.

By *[Signature]*  
Executive Director

Issued by authority of an Order of the Public Service Commission in  
Case No. 2004-00442 dated February 24, 2005.

For All Areas Served  
Community, Town or City

P.S.C. No. 2

~~Original~~ SHEET NO. 110

CANCELLING P.S.C. NO. 1

SHEET NO. \_\_\_\_\_

Clark Energy Cooperative Inc.  
Name of Issuing Corporation

**CLASSIFICATION OF SERVICE**

~~prescribed in items (1) and (2) above of the Annual Attachment Fees provisions for any unauthorized and/or unreported CATV attachments. Unauthorized and/or unreported CATV attachments shall be invoiced the CATV operator at twice the rates prescribed in item (1) above that would have been due had the CATV attachment(s) been installed the day following the Cooperative's previously scheduled system inspection.~~

DESIGN SPECIFICATIONS

- ~~1. The Cooperative reserves the right to maintain, operate, upgrade, replace, relocate, retire and/or abandon any part of its plant at its discretion and expense at any time without compensation to the CATV Operator.~~
- ~~2. CATV attachments on the Cooperative's plant shall at all times conform to requirements of the National Electric Safety Code (NESC), 1997 Edition, and subsequent revisions thereof, except where the requirements of the Rural Utilities Service (RUS), public authorities or the Cooperative may be more stringent, in which case the latter will govern.~~
- ~~3. The Cooperative may review the adequacy of its plant to withstand additional vertical and transverse loads imposed by CATV attachments using NESC design criteria.~~
- ~~4. The Cooperative reserves the right to prohibit the use of anchors by the CATV operator where the strength and/or condition of anchors cannot be verified.~~

EASEMENTS AND RIGHT-OF-WAYS

- ~~1. The Cooperative and the CATV operator shall be responsible for obtaining all easements or right-of-ways for their respective facilities. The Cooperative does not warrant and/or assign easements or right-of-ways to the CATV operator.~~
- ~~2. The CATV operator shall promptly remove any CATV attachments when any public authority or landowner forbids the use of the Cooperative's plant.~~
- ~~3. The Cooperative shall not refund to the CATV operator any annual CATV attachment fees or rental charges resulting from any forbidden use.~~


DATE OF ISSUE February 1, 2008

DATE EFFECTIVE March 3, 2008

ISSUED BY 

TITLE PRESIDENT & C.E.O.

Name of Officer

By   
Executive Director

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00442 dated February 24, 2005

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

3/3/2008  
PURSUANT TO 807 KAR 5:011

SECTION 9 (1)



For All Areas Served  
Community, Town or City

P.S.C. No. 2

~~Original SHEET NO. 111~~

Clark Energy Cooperative Inc.  
Name of Issuing Corporation

CANCELLING P.S.C. NO. 1

SHEET NO. \_\_\_\_\_

**CLASSIFICATION OF SERVICE**

~~prescribed in item (2) above of the Easement and Right-of-Way provisions.~~


~~ESTABLISHING CATV ATTACHMENTS~~

- ~~1. The CATV operator shall comply with all attachment application procedures established by the Cooperative consistent with all provisions of this tariff prior to installation of all new or proposed CATV attachments.~~
- ~~2. The CATV operator shall provide the Cooperative detailed construction plans, prints and/or drawings of all new or proposed CATV attachments prior to their construction or installation. Said plans, prints and/or drawings shall include any maps necessary to illustrate the location of the Cooperative's poles plus the number and character of the proposed CATV attachments. Any anticipated adjustments, additions, relocations and/or replacements of the Cooperative's facilities will be noted within the CATV operator's plans, prints, maps and/or drawings.~~
- ~~3. The Cooperative may perform any make-ready or walk-through inspection necessary to review the CATV operator's plans, prints, maps and/or drawings and provide a cost estimate of all anticipated plant changes required for the proposed CATV attachments. Cost estimates for all anticipated plant changes prepared by the Cooperative shall include overhead and material salvage costs.~~
- ~~4. The CATV operator incurs the cost of any make-ready, walk-through and/or review inspections required by the Cooperative as prescribed within item (3) above of the Establishing CATV Attachments provisions. The CATV operator shall incur said costs regardless of any plant changes that may or may not be required by the Cooperative. The CATV operator shall pay the Cooperative's invoiced cost of expenses and overhead associated with any make-ready, walk-through and/or review inspections.~~
- ~~5. The Cooperative shall proceed with all necessary electric plant changes prescribed by item (3) above of the Establishing CATV Attachments provisions upon receipt of written acceptance by the CATV operator of said cost estimate and payment of a deposit equal to the cost estimate. The CATV operator shall pay the Cooperative or the Cooperative shall~~

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**PUBLIC SERVICE COMMISSION  
OF KENTUCKY**

EFFECTIVE  
3/3/2008  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)  
PRESIDENT & C.E.O.

By   
Executive Director

DATE OF ISSUE February 1, 2008

DATE EFFECTIVE March 3, 2008

ISSUED BY 

TITLE PRESIDENT & C.E.O.

Name of Officer

Issued by authority of an Order of the Public Service Commission in  
Case No. 2004-00442 dated February 24, 2005



For All Areas Served  
Community, Town or City

P.S.C. No. 2

~~Original SHEET NO. 112~~

Clark Energy Cooperative Inc.  
Name of Issuing Corporation

CANCELLING P.S.C. NO. 1

SHEET NO. \_\_\_\_\_

**CLASSIFICATION OF SERVICE**

~~refund to the CATV operator the difference between any deposit and actual as-built costs. Alternately, the Cooperative may proceed with necessary plant changes without cost estimates and deposits and invoice the CATV operator all actual as-built costs provided such arrangements are mutually agreeable.~~

- ~~6. The CATV operator may install its attachments on the Cooperative's plant after items (1) through (5) above of the Establishing CATV Attachments provisions and all other pertinent provisions of this tariff are satisfied. All CATV attachments shall be installed at the expense of the CATV operator and not interfere with the activities or service of the Cooperative.~~
- ~~7. The CATV operator shall not adjust, modify, replace and/or remove any plant of the Cooperative during the construction or installation of CATV attachments.~~
- ~~8. The CATV operator shall provide any clearing of existing right-of-ways and/or trimming necessary to install CATV attachments at its own expense. All clearing debris shall be disposed of by the CATV operator in a manner agreeable to landowners and in no case create inconvenient access to the Cooperative's plant.~~
- ~~9. The CATV operator incurs the cost of any walk-through and/or review inspection that is required by the Cooperative after the installation of CATV attachments is completed. Any walk-through inspection shall review as-built CATV attachments consistent with the Design Specifications of this tariff and verify the quantity and type of as-built attachments. The CATV operator shall pay the Cooperative's invoiced cost of expenses and overhead associated with any walk-through and/or review inspections of as-built CATV attachments.~~
- ~~10. Any remedial changes required of the Cooperative's plant identified during item (9) above shall be administered per the Required Plant Changes provisions of this tariff.~~

~~OPERATIONS AND MAINTENANCE OF CATV ATTACHMENTS~~

~~1. The CATV operator shall have the right to operate and maintain its CATV attachments on the Cooperative's plant after satisfying the provisions of the Establishing~~

DATE OF ISSUE February 1, 2008

DATE EFFECTIVE March 3, 2008

ISSUED BY Paul H. El  
Name of Officer

TITLE PRESIDENT & C.E.O.

**PUBLIC SERVICE COMMISSION**  
**OF KENTUCKY**  
EFFECTIVE  
3/3/2008  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)  
By [Signature]  
Executive Director

Issued by authority of an Order of the Public Service Commission in  
Case No. 2004-00442 dated February 24, 2005

For All Areas Served  
Community, Town or City

P.S.C. No. 2

~~Original SHEET NO. 113~~

Clark Energy Cooperative Inc.  
Name of Issuing Corporation

CANCELLING P.S.C. NO. 1

SHEET NO.

**CLASSIFICATION OF SERVICE**

- ~~CATV Attachments provisions and all other pertinent provisions of this tariff.~~
- ~~2. The CATV operator shall provide any clearing of existing right-of-ways and/or trimming incidental to the operations and maintenance of CATV attachments on the Cooperative's plant. All clearing debris shall be disposed of by the CATV operator in a manner agreeable to landowners and in no case create inconvenient access to the Cooperative's plant.~~
- ~~3. The CATV operator shall not adjust, modify, relocate and/or remove any plant of the Cooperative during the course of operations and maintenance of CATV attachments.~~
- ~~4. Any CATV attachments determined by the Cooperative not to be operated or maintained as prescribed by the Design Specifications provisions and all other pertinent provisions of this tariff shall be brought into conformity by the CATV operator at its expense.~~
- ~~5. Any CATV attachments requiring remedial correction as prescribed by item (4) above of the Operations and Maintenance of CATV Attachments provisions shall be administered per the Required Plant Changes provisions of this tariff.~~

REQUIRED PLANT CHANGES

- ~~1. The Cooperative shall provide the CATV operator notification of plant changes involving CATV attachments as prescribed within the Design Specifications, Operations and Maintenance of CATV Attachments or any other pertinent provisions of this tariff. Said notification will specify when the CATV operator must adjust, replace, relocate and/or remove existing CATV attachments.~~
- ~~2. The CATV operator shall incur the cost to adjust, replace, relocate and/or remove any CATV attachments as prescribed within item (1) above of the Required Plant Changes provisions.~~
- ~~3. The Cooperative may elect to perform any work required, as prescribed within item (1) above of the Required Plant Changes provisions, if the CATV operator is unwilling or unable to perform said work within a time specified by the Cooperative. The CATV operator shall reimburse the Cooperative's expenses inclusive of overhead and material~~

**PUBLIC SERVICE COMMISSION  
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DATE OF ISSUE February 1, 2008

DATE EFFECTIVE March 3, 2008

ISSUED BY   
Name of Officer

TITLE PRESIDENT & C.E.O.

By   
Executive Director

Issued by authority of an Order of the Public Service Commission in  
Case No. 2004-00442 dated February 24, 2005

D

For All Areas Served  
Community, Town or City

P.S.C. No. 2

Original SHEET NO. 114

Clark Energy Cooperative Inc.  
Name of Issuing Corporation

CANCELLING P.S.C. NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE

~~salvage costs.~~

~~4. Any work performed by the Cooperative, as prescribed within the Required Plant Changes provisions, involving unauthorized and/or unreported CATV attachments will be invoiced the CATV operator double the total cost calculated in item (3) above of the Required Plant Changes provisions. The Cooperative, at its discretion, may elect to remove any unauthorized and/or unreported CATV attachments from the Cooperative's plant at the expense of the CATV operator.~~

LIABILITY

- ~~1. The Cooperative shall not incur liability for any damages or costs associated with any service interruption and/or interference of CATV cable, equipment and/or appurtenances arising in any manner out of the CATV operator's use of the Cooperative's plant.~~
- ~~2. The Cooperative shall not incur liability for any damages or costs involving the CATV operator's facilities or operations arising in any manner from any work performed by the Cooperative as prescribed within the Establishing CATV Attachments, Operations and Maintenance of CATV Attachments, Required Plant Changes, Liability Insurance and/or Performance Bond provisions of this tariff.~~
- ~~3. The Cooperative shall not incur liability for any damages or costs should the CATV operator be prevented at any time from establishing or maintaining CATV attachments as prescribed within the Easements and Right-of-Ways provisions of this tariff.~~
- ~~4. Inspections by the Cooperative of CATV attachments as prescribed in the Establishing CATV Attachments provisions and other pertinent provisions of this tariff, made or not, shall not operate to relieve the CATV operator of any responsibility, obligation and/or liability assumed under this tariff.~~
- ~~5. The CATV operator agrees to defend, indemnify and save harmless the Cooperative from any damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature including, but not limited to, costs of defending against the Cooperative and payment of any settlement or judgment therefrom, by reason of~~

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DATE OF ISSUE February 1, 2008

DATE EFFECTIVE March 3, 2008

ISSUED BY   
Name of Officer

TITLE PRESIDENT & C.E.O.

By   
Executive Director

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00442 dated February 24, 2005.

D

For All Areas Served  
Community, Town or City

P.S.C. No. 2

Original SHEET NO. 115

CANCELLING P.S.C. NO. 1

SHEET NO.

Clark Energy Cooperative Inc.  
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

the deaths of persons, (2) damages to or destruction of property, (3) contamination, pollution and/or other adverse environmental effects or (4) violations of governmental laws, regulations and/or orders whether suffered directly by the Cooperative itself or indirectly by reason of claims, demands and/or suits against the Cooperative by third parties, resulting or alleged to have resulted from acts and/or omissions of the CATV operator, its employees, agents or other representative or from their presence on the premises of the Cooperative, either solely or in concurrence with any alleged joint negligence of the Cooperative. The Cooperative shall be liable only for its sole active negligence.

LIABILITY INSURANCE

1. The CATV operator will provide and maintain insurance coverage for the protection of its employees to the extent required by workers compensation laws of the Commonwealth of Kentucky.
2. The CATV operator will provide and maintain public liability insurance coverage with a minimum aggregate amount of \$2,000,000 (\$2 Million) and \$1,000,000 (\$1 Million) for each occurrence involving injury or death of persons and/or damage or destruction of property.
3. The CATV operator shall provide the Cooperative a certificate of insurance evidencing insurance coverage for items (1) and (2) above of the Liability Insurance provisions. The certificate of insurance shall contain the following contractual endorsement:

"The insurance of bond provided herein shall also be for the benefit of Clark Energy Cooperative, Inc., so as to guarantee, within the coverage limits, the performance by the insured of any indemnity agreement set forth in the Cable Television Attachment Tariff. This insurance or bond may not be cancelled for any cause without six (6) months advance notice being first given to Clark Energy Cooperative, Inc."

4. All insurance coverage prescribed within items (1) through (3) above of the Liability Insurance provisions shall specify that said coverage shall not be terminated within six (6) months and the Cooperative of a written notice from the bonding or insurance company of

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

3/3/2008

PURSUANT TO 827 KAR 5:011  
SECTION 9 (1)

DATE OF ISSUE February 1, 2008

DATE EFFECTIVE

ISSUED BY *Paul D. Eber*  
Name of Officer

TITLE PRESIDENT & C.E.O.

By *[Signature]*  
Executive Director

Issued by authority of an Order of the Public Service Commission in  
Case No. 2004-00442 dated February 24, 2005.

D



For All Areas Served  
Community, Town or City

P.S.C. No. 2

~~Original SHEET NO. 116~~

CANCELLING P.S.C. NO. 1

SHEET NO. \_\_\_\_\_

Clark Energy Cooperative Inc.  
Name of Issuing Corporation

**CLASSIFICATION OF SERVICE**

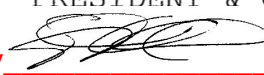
~~the intent to terminate said coverage.~~

~~5. Upon receipt of a notice to terminate insurance coverage prescribed within items (1) through (3) above of the Liability Insurance provisions, the Cooperative shall require the CATV operator to remove its CATV attachments from the Cooperative's plant. If the CATV operator fails to complete removal of all CATV attachments from the Cooperative's plant within six (6) months after receipt of such request from the Cooperative, the Cooperative shall have the right to remove all the CATV operator's attachments at the expense of the CATV operator.~~

PERFORMANCE BOND

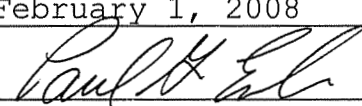
- ~~1. The CATV operator shall provide the Cooperative a performance bond to ensure the CATV operator's obligations and responsibilities with respect to all of the provisions of this tariff. Said bond shall guarantee payment of any sum due the Cooperative for any inspections, fees, legal costs, and/or work performed, including the removal of CATV attachments, under the provisions of this tariff.~~
- ~~2. The performance bond shall be in the amount of fifty thousand dollars (\$50,000) for the first twenty-five hundred (2,500) two-party and/or three-party attachments of the CATV operator on the Cooperative's plant. The amount of the performance bond shall increase two thousand dollars (\$2,000) for every additional one hundred (100) two-party and/or three-party attachments (or fraction thereof) of the CATV operator on the Cooperative's plant.~~
- ~~3. The performance bond shall contain a provision that said bond shall not be terminated within six (6) months after receipt by the Cooperative of a written notice from the bonding or insurance company of the intent to terminate said bond.~~
- ~~4. Upon receipt of a notice to terminate the performance bond prescribed in items (1) through (3) above of the Performance Bond provisions, the Cooperative shall require the CATV operator to remove its CATV attachments from the Cooperative's plant. If the CATV operator fails to complete removal of all CATV attachments from the Cooperative's plant within six (6) months after receipt of such request from the~~

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**PUBLIC SERVICE COMMISSION  
OF KENTUCKY**  
EFFECTIVE  
3/3/2008  
PURSUANT TO 802 KAR 5:011  
SECTION 9 (1)  
By   
Executive Director

DATE OF ISSUE February 1, 2008

DATE EFFECTIVE

ISSUED BY   
Name of Officer

TITLE PRESIDENT & C.E.O.

Issued by authority of an Order of the Public Service Commission in  
Case No. 2004-00442 dated February 24, 2005.

For All Areas Served  
Community, Town or City

P.S.C. No. 2

~~Original SHEET NO. 117~~

Clark Energy Cooperative Inc.  
Name of Issuing Corporation

CANCELLING P.S.C. NO. 1

SHEET NO. \_\_\_\_\_

**CLASSIFICATION OF SERVICE**

~~Cooperative, the Cooperative shall have the right to remove all the CATV operator's attachments at the expense of the CATV operator.~~  
5. ~~The Cooperative shall reduce the amount of the performance bond by fifty (50) percent after the CATV operator has been a customer of Cooperative for a period of two years without being in default as prescribed within the Conditions of Default provisions of this tariff. The performance bond shall be revised to the amount prescribed in item (2) above of the Performance Bond provisions when the CATV operator is in default as prescribed within the Conditions of Default provisions of this tariff. The amount of the performance bond may subsequently be reduced as prescribed herein.~~

PAYMENT OF TAXES

~~The Cooperative and the CATV operator shall pay all taxes, fees and assessments lawfully levied on their respective properties or plant. Any taxes, fees and assessments levied on the Cooperative's plant solely because of the CATV operator's use of the Cooperative's plant for CATV attachments shall be reimbursed the Cooperative by the CATV operator.~~

PAYMENT OF FEES AND CHARGES

- ~~1. Payments by the CATV operator to the Cooperative for any invoice of expenses, costs and/or fees as prescribed within any provisions of this tariff shall not entitle the CATV operator to ownership of any part of the Cooperative's plant to which the CATV operator has contributed in whole or in part.~~
- ~~2. All fees and charges invoiced by the Cooperative to the CATV Operator are net and payable within ten (10) days from the date of the bill or invoice. An amount equal to five percent (5%) of the past-due amount shall be added to all invoices, bills and/or accounts that are in a past-due condition. Late payment fees shall apply to the net bill, exclusive of special charges, taxes and other assessments.~~

CONDITIONS OF DEFAULT

- ~~1. The CATV operator shall be in default of this tariff should the CATV operator fail to fulfill its obligations and responsibilities with~~

D

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

DATE OF ISSUE February 1, 2008

DATE EFFECTIVE PURSUANT TO 802 KAR 5:011

ISSUED BY *Paul D. Eubank*  
Name of Officer

TITLE PRESIDENT & C.E.O.

By *[Signature]*  
Executive Director

Issued by authority of an Order of the Public Service Commission in  
Case No. 2004-00442 dated February 24, 2005.

For All Areas Served  
Community, Town or City

P.S.C. No. 2

Original SHEET NO. 118

CANCELLING P.S.C. NO. 1

SHEET NO.

Clark Energy Cooperative Inc.  
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

- ~~respect to any of the provisions of this tariff.~~
- ~~2. The Cooperative may suspend and terminate the rights of the CATV operator with respect to any of the provisions of this tariff should the CATV operator continue to remain in default thirty (30) days after due notice thereof in writing by the Cooperative to the CATV operator.~~
- ~~3. Suspension and termination of the rights of the CATV operator by the Cooperative as prescribed within item (2) above of the Conditions of Default provisions shall only prohibit the CATV operator from establishing new or proposed CATV attachments on the plant of the Cooperative except as prescribed within the Liability Insurance and/or Performance Bond provisions of this tariff.~~
- ~~4. Suspension and termination of the rights of the CATV operator by the Cooperative as prescribed within item (2) above of the Conditions of Default provisions shall not abrogate or terminate the right of the CATV operator to maintain existing attachments on the Cooperative's plant except as prescribed within the Liability Insurance and/or Performance Bond provisions of this tariff. The CATV operator may continue to operate and maintain its existing attachments on the Cooperative's plant except as provided herein. All provisions of this tariff shall remain in full force and effect so long as existing CATV attachments are continued, solely for the purpose of administering the rights and obligations of the CATV operator with respect to said attachments.~~
- ~~5. Any failure of the Cooperative or the CATV operator to enforce or insist on compliance with all provisions of this tariff shall not constitute a relinquishment or general waiver of any tariff terms and/or conditions. All provisions of this tariff shall be and remain in full force and effect.~~

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PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

3/3/2008

PURSUANT TO 807 KAR 5:011

SECTION 9 (1)

PRESIDENT & C.E.O.

By 

Executive Director

DATE OF ISSUE February 1, 2008

DATE EFFECTIVE

ISSUED BY 

TITLE

Name of Officer

Issued by authority of an Order of the Public Service Commission in  
Case No. 2004-00442 dated February 24, 2005



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**SCHEDULE PA – POLE ATTACHMENTS**

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***ARTICLE I – OVERVIEW***

**APPLICABLE**

For all areas served.

**AVAILABLE**

To cable television system operators, telecommunications carriers, broadband internet providers, and governmental units that proceed in compliance with this Schedule. No attachment(s) shall be made to Cooperative’s Poles unless and until Cooperative has approved such attachment(s) following receipt of an appropriate application and an acknowledgement of the applicability of this Schedule. Parties with joint use agreements with the Cooperative are excluded from this Schedule. Nothing in this Schedule is intended to expand the right to attach to Cooperative’s Poles beyond those rights otherwise conveyed by law. Cooperative reserves the right, on a non-discriminatory basis, to deny access to and exclude from use any of its Poles where there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.

**REGULATION**

This Schedule includes the Cooperative’s rates, terms, and conditions governing attachments to Cooperative’s Poles. It is intended to be (and should be interpreted) consistent with the requirements of 807 KAR 5:015 (the “**Pole Attachment Regulation**”) and KRS Chapter 278. Capitalized terms not defined herein shall have the meaning prescribed in the Pole Attachment Regulation.

**APPENDICES**

This Schedule includes the following appendices:

APPENDIX A – *Application/Request to Attach*

APPENDIX B – *Specifications for Attachments*

APPENDIX C – *Bill of Sale*

APPENDIX D – *Performance Bond*

APPENDIX E – *Fees and Charges*

Issue Date: February 28, 2022

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Name/Title:  Billy O. Frasure – V.P. Finance and Office Services

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**ARTICLE II – EXPLANATION OF TERMS**

For the purpose of this Schedule, the following terms shall have the following meanings:

- A. **Actual Inventory** is a complete count of all Attachments on Poles to which the Licensee is attached.
- B. **Approved Contractor** is a contractor appropriately qualified by the Cooperative to provide self-help surveys or Make Ready services.
- C. **Attached Pole** is a pole for which shared use is established or continued pursuant to the terms of this tariff.
- D. **Attachment** is any Licensee cable, wire, strand, circuit, service drop, permitted over-lashing, appurtenance, equipment, pedestal or apparatus of any type attached to the Cooperative’s Pole.
- E. **Communication Space** is the lower usable portion on Poles typically reserved for low-voltage communications equipment and designated for the installation of Licensee facilities, the top of which is separated from the Supply Space by the Communication Worker Safety Zone.
- F. **Communication Worker Safety Zone** is the space on a Pole below the supply space, above the Communication Space. The amount of space of the Communication Worker Safety Zone is defined by the NESC.
- G. **Complex Make-ready** means any Make-ready that is not Simple Make-ready, such as the replacement of a Pole; splicing of any Attachment or relocation of existing Wireless Facilities, even within the Communications Space; and any Transfers or work relating to the attachment of Wireless Facilities.
- H. **Cost in Place** is the cost of a bare Pole, labor to install the Pole and associated overheads, including engineering.
- I. **High Volume Orders** are requests which seek to attach to no more than one and five-tenths percent (1.5%) of Cooperative’s Poles in Kentucky or to no more than 1,000 Poles, whichever is less, and are not Lesser Volume Orders. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

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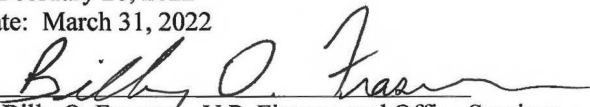
- J. **Licensee** means a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit seeking to attach or having attached new or upgraded facilities to a Pole.
- K. **Lesser Volume Orders** are requests which seek to attach to no more than five-tenths percent (0.5%) of Cooperative's poles in Kentucky or to no more than 300 Poles, whichever is less. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.
- L. **Make-ready** is all work necessary or appropriate to make space for or otherwise accommodate new or changed Attachments, including, if necessary or appropriate, Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.
- M. **Make-ready Costs** are all costs necessary for Cooperative to prepare its Poles for Licensee's Attachments, including the costs of materials, labor, engineering, applicable overhead charges and administrative costs. Included among Make-ready Costs are the costs of installing or changing out Poles, cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with applicable requirements. Make-ready Costs shall include costs needed to correct preexisting violations of applicable standards caused by Licensee; however, Make-ready Costs shall not include costs to bring poles, attachments, or third-party or utility equipment into compliance with current published safety, reliability, and pole-owner construction standards if the poles, attachments, or third-party or utility equipment were out of compliance because of work performed by a party other than the Licensee prior to the new attachment.
- N. **NJUNS** is the National Joint Utilities Notification System
- O. **OTMR** is simple One Touch Make Ready make ready that occurs in the comms space.
- P. **Outside Party** is any person or entity other than Cooperative or Licensee that is also attached to Cooperative's Poles consistent with law and this Schedule.
- Q. **Overlashing** means to place an additional wire or cable communications facility onto an existing Attachment or messenger already secure to the pole in order to

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Issue Date: February 28, 2022

Effective Date: March 31, 2022

Issued by:

  
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

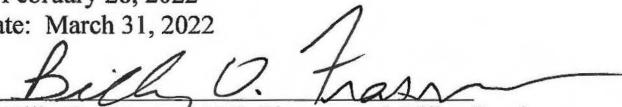


- accommodate additional wire or cable communications facility capacity. An Overlash does not include a mid-span installation.
- R. **Permit** means authorization from Cooperative to the Licensee to attach an Attachment pursuant to this Schedule.
- S. **Pole** means any pole owned or controlled by Cooperative, excluding any pole that is used primarily to support outdoor lighting or transmission-level voltages (greater than or equal to 69 kV).
- T. **Rearrange or Rearrangement** is the moving of Attachments from one position to another on a Pole.
- U. **Service Drop** means a wire or line used to connect services to a single customer, building or location by means of any attachment to a Pole. A Service Drop shall run directly from a Pole to a specific customer, without the use of any other poles.
- V. **Simple Make-ready** is Make-ready in which existing Attachments in the Communications Space of a Pole could be rearranged without any reasonable expectation of a service outage or facility damage and does not require splicing of any existing attachment or relocation of an existing Wireless Facility. Simple Make-ready does not include replacement of a Pole.
- W. **Space** is the linear portion of a pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for in this Schedule).
- X. **Standard Pole** is a pole which is tall enough to provide Supply Space, a Communication Worker Safety Zone and Communication Space, as herein defined, for Cooperative and all Attachments and strong enough to meet the requirements of the specifications mentioned in ARTICLE III for the Cooperative facilities and Attachments ordinarily placed by the parties in their respective spaces.
- Y. **Supply Space** is the following described space:
1. For Cooperative, the uppermost six and a half (6 ½) feet measured from top of pole on thirty-five (35)-foot poles and the uppermost nine (9) feet measured from top of pole on forty (40)-foot poles. For all additional size poles, the Supply Space shall be specified by Cooperative upon request.
  2. For Licensee, a Communication Space of One (1) foot on both thirty-five (35)-foot and forty (40)-foot poles below the Communication Worker

Issue Date: February 28, 2022

Effective Date: March 31, 2022

Issued by:

Name/Title:  V.P. Finance and Office Services

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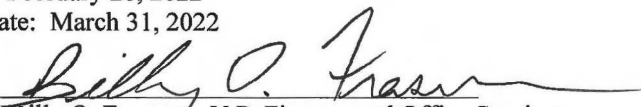
Safety Zone. The Supply Space shall provide at all times the minimum clearance required by the specifications mentioned in ARTICLE III and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or cables attached in such space. Licensee will make its initial Attachments one foot above the lowest possible point that provides such ground clearance, which is within the Communication Space.

3. In the event Cooperative installs a pole larger than the Standard Pole solely in anticipation of its future requirements or additions, the Supply Space for Cooperative, as defined above, for that pole shall be increased to include the additional above ground space provided by Cooperative. For avoidance of doubt, in any case Licensee shall be responsible for attaching at a height to provide the minimum ground clearance required by the specifications mentioned in ARTICLE III.
- Z. **Transfer** is the removal of Attachments from one Pole and the placement of them or substantially identical Attachments upon another Pole.
- AA. **Wireless Facilities** are telecommunications or data transmission devices in which electromagnetic waves (rather than some form of wire or fiber) carry the signal over part or all of the communication path. Wireless Facilities include but are not limited to, antennas, distributed antenna systems, wireless transmitters, wireless gateways, mini-cells, wireless loops, wireless networks or devices transmitting in millimeter wavelength spectrum.

**ARTICLE III – ATTACHMENTS TO POLES**

- A. At its own expense, Licensee shall erect, install, and maintain its Attachments in safe condition and good repair in accordance with all applicable administrative and technical requirements and specifications, as described herein. Licensee’s use of the Poles shall at all times be in conformity with all applicable: (1) accepted published modern methods; (2) requirements and specifications of the National Electrical Safety Code and subsequent revisions thereof (“NESC”), the National Electrical Code (“NEC”), the Occupational Safety and Health Act (“OSHA”) and Rural Utilities Service (“RUS”); (3) lawful requirements of public authorities; and (4) the non-discriminatory, reasonable requirements of Cooperative, including

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

N



those set forth in APPENDIX B (as each may be amended from time to time). The requirements of the NESC, NEC, OSHA, and RUS are minimum requirements and reasonable, additional requirements may be required, as determined by Cooperative in its discretion. To the extent any requirements or specifications may conflict, the most stringent of them shall apply.

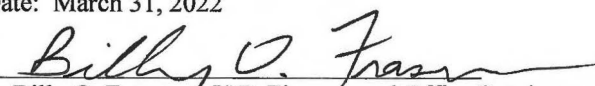
- B. Cooperative reserves the right to amend APPENDIX B from time to time, in response to changing conditions in the local market, technological advances, business requirements, policy initiatives, or changes in federal, state, or local law. Any amendment to the APPENDIX B (“**Amendment**”) shall apply prospectively only, except to the extent required by federal, state, or local law. Existing, permitted Attachments that become non-compliant based upon an Amendment shall be grandfathered and exempted from the requirements of the Amendment unless otherwise specified or required by law, and only until such time as the Attachment is modified, moved, upgraded, repaired, replaced, or overlashed, at which point Licensee shall bring the Attachment into full compliance with the specifications of APPENDIX B then in effect.
- C. Each Licensee shall place, Transfer and Rearrange its own Attachments, and shall place guys and anchors to maintain all loads caused by its Attachments. Any guying or anchoring required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the reasonable satisfaction of Cooperative. Anchors and guys shall be in place and in effect prior to the installation of Attachments. Each applicant/Licensee shall, with due diligence, attempt at all times to execute work promptly and in such manner as not to interfere with the service of Cooperative or an Outside Party.
- D. Licensee shall exercise precautions to avoid damage to facilities of Cooperative and Outside Parties, and Licensee assumes responsibility for any and all loss or damage caused by Licensee’s actions or failures to act, including those of its employees, agents, contractors, and subcontractors. Licensee shall make an immediate report to Cooperative upon Licensee’s discovery of any loss or damage to facilities and, in addition to such other obligations as Licensee may have, hereby agrees to reimburse Cooperative for the reasonable costs and expenses incurred by Cooperative in addressing damage caused by Licensee.
- E. To further the goals of communication and cooperation with Licensee and Outside Parties, the Cooperative may conduct information meetings annually or

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Issue Date: February 28, 2022

Effective Date: March 31, 2022

Issued by:

  
Name/Title: Billy O. Frasure V.P. Finance and Office Services

more frequently as appropriate either online or in person. Licensee will make every effort to attend and participate.

**ARTICLE IV – ESTABLISHING ATTACHMENTS TO POLES**

- A. **APPLICATION.** Before any person or entity shall make use of any Pole, such person or entity shall comply with the requirements set forth herein, including the submission in writing of the complete information required under APPENDIX A in the method and form reasonably required by Cooperative (the “**Application**”), and receive written authorization from Cooperative authorizing the specific use requested. Failure to request and receive Cooperative’s authorization as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative. Cooperative reserves the right to amend APPENDIX A from time to time, in response to changing conditions in the local market, technological advances, business requirements, or policy initiatives.
1. Any Service Drop shall be subject to all terms and conditions of this Schedule, except as expressly provided in this Schedule. The placement of one or more non-guyed Service Drops shall not create additional Communication Space.
  2. A party, without following the procedures outlined herein, may utilize vertical unused space below its specifically-authorized space for terminals, risers or other reasonable vertical Attachments if the existing use of the Pole is authorized, such use does not interfere with any Outside Party’s operations, and such use complies with the terms of this Schedule.
  3. If a person or entity expects to submit an Application (or series of Applications) seeking to attach to more than five-tenths percent (0.5%) of Cooperative’s Poles in Kentucky (or to more than 300 Poles, whichever is less), then as soon as reasonably practicable (and in no event less than sixty (60) days before submission of such Application(s)), the person or entity shall provide written notification to Cooperative describing the details of the expected Application, including location and number of Poles to be impacted, relevant timelines, expected Make-ready, and similar information.

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

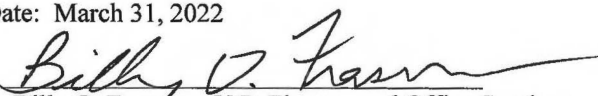
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4. For attachments involving only Simple Make-ready, an applicant may elect to proceed with the one-touch Make-ready (“OTMR”) process described in Section C, below. An applicant shall elect the OTMR process in writing in its Application and shall identify the Simple Make-ready that it will perform. It is the responsibility of the applicant to ensure it or its contractor accurately determines if the relevant Make-ready is Simple Make-ready or Complex Make-ready. Applications not electing the OTMR process shall proceed and be processed pursuant to Section B, below.
- B. PROCEDURE
1. Review for Completeness.
    - i. Cooperative will review each Application for completeness before reviewing it on its merits. An Application is considered complete only if it provides Cooperative the information necessary under this Schedule and Appendix A to make an informed decision on the application and is accompanied by the prepayment of estimated survey costs consistent with Appendix E. and a \$100 administrative review fee. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another. Cooperative reserves the right to amend APPENDIX E from time to time, in response to changing conditions in the local market, technological advances, business requirements, or policy initiatives.
    - ii. An Application will be considered complete unless, within ten (10) business days after Cooperative’s receipt of same, Cooperative notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding.
  2. Surveys.
    - i. Following its receipt of a complete Application, Cooperative will conduct a survey of the relevant Poles to determine if the proposed attachment(s) may be made and to identify any Make-ready to be completed to allow for the proposed attachment(s).
    - ii. Except as otherwise provided herein, the following timeframes apply:
      - a. With respect to Lesser Volume Orders, Cooperative will complete the survey and either grant or deny the applicant

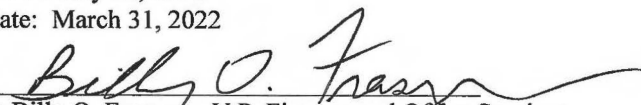
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Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

- access within forty-five (45) days of receipt of a complete Application.
- b. With respect to High Volume Orders, Cooperative will complete the survey and either grant or deny the applicant access within sixty (60) days of receipt of a complete Application.
  - c. The parties shall negotiate in good faith the timing of all requests for attachment which exceed 1,000 Poles or one and five-tenths percent (1.5%) of Cooperative's poles in Kentucky.
- iii. Each applicant shall be responsible for the costs of surveys made to review its Application, even if the Application is ultimately denied or the applicant decides not to go forward with the attachments.
  - iv. Applicant and relevant Outside Parties may be present for any field inspection conducted as part of a Cooperative's survey. Cooperative will use commercially reasonable efforts to provide these parties with advance notice of not less than five (5) business days of any field inspection and provide the date, time, and location of the inspection, and name of the contractor, if any, performing the inspection.
3. Make-Ready Estimates
- i. Within fourteen (14) days of providing a response granting access to an applicant following a survey, Cooperative will provide the applicant a detailed, written estimate (on a pole-by-pole basis if requested and reasonably calculable) describing the charges to perform all necessary Make-ready ("**Make-ready Estimate**"). Cooperative will provide documentation that is sufficient to determine the basis of its estimated charges, including any projected material, labor, and other related costs that form the basis of the estimate.
  - ii. Cooperative's Make-ready Estimates shall be valid for fourteen (14) days after presentation. Thereafter, all Make-ready Estimates shall be automatically withdrawn and an applicant must request a new estimate.

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

N



4. Make-ready

i. Within seven (7) days (or sooner, if practical) of Cooperative's receipt of payment for survey costs and the Make-ready Estimate, Cooperative will attempt to notify all known entities with existing attachments that could be affected by the Make-ready. All notifications will be made utilizing the National Joint Utilities Notification System, "NJUNS".

a. For Make-ready in the Communications Space, the notice will be written and:

i. State where and what Make-ready will be performed;

ii. State a date for completion of Make-ready (which date will be no more than thirty (30) days after the notification is sent in the case of Lesser Volume Orders, and no more than seventy-five (75) days after the notification is sent in the case of High Volume Orders);

iii. State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified Make-ready before the date established for completion;

iv. State that, if Make-ready is not completed by the completion date established by Cooperative, the applicant may complete the Make-ready; and

v. State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure.

b. For Make-ready above the Communications Space, the notice will be written and:

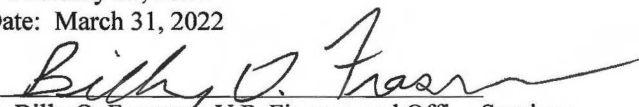
i. State where and what Make-ready will be performed;

ii. State a date for completion of Make-ready (which date will be no more than ninety (90) days after the notification is sent in the case of Lesser Volume Orders, and no more than one-hundred thirty-five

Issue Date: February 28, 2022

Effective Date: March 31, 2022

Issued by:

  
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

N

- (135) days after the notification is sent in the case of High Volume Orders);
- iii. State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified Make-ready before the date established for completion;
  - iv. State that Cooperative may assert its right to up to fifteen (15) additional days to complete Make-ready, consistent with the Pole Attachment Regulation;
  - v. State that if Make-ready is not completed by the completion date established by Cooperative, the applicant may complete the Make-ready; and
  - vi. State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure.
- ii. Cooperative will provide the applicant a copy of the notice(s) and the existing attachers' contact information and address where the Cooperative sent the notices. The applicant shall be responsible for coordinating with existing attachers to encourage completion of Make-ready by the dates established by Cooperative.
  - iii. Cooperative will complete its own Make-ready consistent with the dates established in the relevant notice(s).

5. Final Invoice

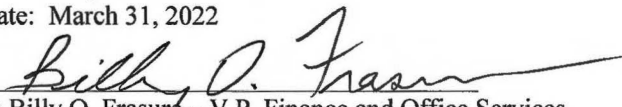
Within a reasonable period, not to exceed one-hundred twenty (120) days after Cooperative completes its Make-ready, Cooperative shall provide:

- i. A detailed, itemized final invoice of the actual survey charges incurred if the final survey costs for an Application differ from any estimate previously paid for the survey work or if no estimate was previously paid; and
- ii. A detailed, itemized final invoice, on a pole-by-pole basis if requested and reasonably calculable, of the actual Make-ready Costs to accommodate Attachments if the final Make-ready Costs differ from the estimate provided and previously paid by the applicant.

Issue Date: February 28, 2022

Effective Date: March 31, 2022

Issued by:

  
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

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- a. Upon receipt of payment for the final invoice, Cooperative shall grant to the applicant authorization (a Permit) to use the relevant Poles and to make Attachments in accordance with the terms of this Schedule. The Licensee shall have 180 days from the date Cooperative has issued a Permit to complete attachment of Licensee's Attachment. If the Attachment has not been completed within the 180-day period, the Permit shall automatically terminate without further notice to Licensee as to any Pole or Poles covered by the Permit to which Licensee has not attached its Attachment. In the event that the Permit to attach is terminated as set forth herein, Licensee shall not be reimbursed any fees or charges associated with any surveys or Make-ready.
- b. Licensee shall notify Cooperative within fifteen (15) days of completion of an Attachment to a particular Pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the Attachment. Cooperative shall have fourteen (14) days after completion of its inspection to notify the Licensee of any damage or code violations caused by the Attachment. If Cooperative discovers damage or code violations caused by the Attachment, then Cooperative will inform Licensee and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations or require Licensee to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with this activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of Attachments beyond their initial attachment, nor shall it limit or impact Cooperative's rights and remedies with respect to enforcement of Licensee's obligations beyond initial attachment.

6. Deviations from Make-Ready Timeline

Issue Date: February 28, 2022

Effective Date: March 31, 2022

Issued by:

  
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

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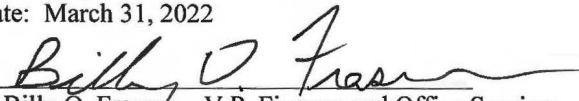


**CLARK ENERGY COOPERATIVE**

- i. Cooperative may deviate from the time limits specified in this Schedule before offering an estimate of charges if the applicant failed to satisfy a condition in this Schedule.
  - ii. Cooperative may deviate from the time limits established in this Schedule during performance of Make-ready for good and sufficient cause that renders it infeasible for Cooperative to complete make-ready within the time limits established. If Cooperative deviates it will immediately notify, in writing, the applicant and affected Outside Parties and shall identify the affected Poles and include a detailed explanation of the reason for the deviation and a new completion date. Cooperative shall deviate from the time limits established for a period no longer than necessary to complete and shall resume Make-ready without discrimination once it returns to routine operations.
  - iii. Cooperative or an Outside Party may deviate from the time limits established in this section during performance of complex Make-ready for reasons of safety or service interruption that renders it infeasible to complete complex Make-ready within the time limits established in this section. The applicant and other affected existing attachers shall be notified in writing of any such deviation, which notice shall identify the affected Poles, include a detailed explanation of the basis for the deviation, and include a new completion date, which new completion date shall not extend beyond sixty (60) days from the completion date provided in the case of Lesser Volume Orders or one-hundred and five (105) days in the case of High Volume Orders. No deviation will extend for a period for longer than necessary to complete Make-ready on the affected Poles.
7. Self-Help Remedy
- i. Should Cooperative or an Outside Party decline or fail to complete its prescribed steps within the time limits established in this Schedule, then an applicant may elect to hire an Approved Contractor to complete the step as specified in this subsection.
  - ii. Cooperative and any Outside Party to be present for any work conducted as part of the self-help remedy.
  - iii. An applicant shall use commercially reasonable efforts to provide Cooperative and Outside Parties with advance notice of not less than five (5) business days of a field inspection, or seven (7) days of impending Make-ready, as part of any self-help remedy it may

Issue Date: February 28, 2022

Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services



conduct. The notice shall include the date and time of the work, a description of the work involved, and the name of the Approved Contractor being used by the applicant.

- iv. Self-help shall not be available for pole replacements. Only Cooperative or its designee may conduct pole replacements.

C. PROCEDURE (OTMR)

1. Review for Completeness.

- i. Cooperative will review each Application for completeness before reviewing it on its merits. An Application is considered complete only if it provides Cooperative the information necessary under this Schedule and Appendix A to make an informed decision on the application. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.
- ii. An Application will be considered complete unless, within ten (10) business days after Cooperative's receipt of same, Cooperative notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding.


2. Surveys.

- i. An applicant shall be responsible for all surveys required as part of the OTMR process. An applicant shall use Cooperative or an Approved Contractor to conduct any survey pursuant to the OTMR process.
- ii. An applicant shall allow Cooperative and any affected Outside Party to be present for any field inspection conducted as part of its survey.
- iii. An applicant shall use commercially reasonable efforts to provide Cooperative and affected Outside Parties with advance notice of not less than five (5) business days of a field inspection as part of any survey and shall provide the date, time, and location of the inspection, and name of the contractor performing the inspection.

3. Application Review on Merits

- i. Cooperative will review a complete Application requesting OTMR and respond either granting or denying same within fifteen (15) days of receipt in the case of Lesser Volume Orders, within thirty (30) days of receipt in the case of High Volume Orders, or within a time negotiated in good faith for requests exceeding High Volume Orders.

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

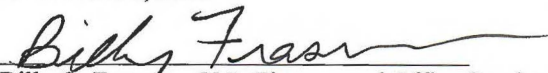
Issued by:   
Name/Title: Billy O. Frajure – V.P. Finance and Office Services

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- a. During the applicable timeframe for review following Cooperative's receipt of a complete Application, Cooperative or an Outside Party may object to the designation by the applicant that certain Make-ready is Simple Make-ready, as opposed to Complex Make-ready. Any objection shall be specific and in writing, include all relevant evidence and information supporting the objection, be made in good faith, and explain how the evidence and information relate to determination that the Make-ready is not simple; if such an objection is made, the Make-ready shall be deemed to be Complex Make-ready, and the applicant may not proceed with the affected proposed OTMR process.
  - ii. If Cooperative denies an Application on its merits, then Cooperative's decision shall be specific, shall include all relevant evidence and information supporting its decision, and shall explain how the evidence and information relate to a denial of access.
4. Make-ready.
- i. If an Application is approved by Cooperative and if the applicant has provided to Cooperative and relevant Outside Parties at least fifteen (15) days prior written notice of the necessary or appropriate Make-ready, the applicant may proceed with Make-ready. An applicant shall use Cooperative or an Approved Contractor to perform the Make-ready.
  - ii. The prior written notice shall include the date and time of the Make-ready, a description of the work involved, and the name of the contractor or party being used, and provide Cooperative and Outside Parties a reasonable opportunity to be present for any Make-ready.
  - iii. An applicant/Licensee shall immediately notify Cooperative and any affected Outside Party if Make-ready damages the equipment of Cooperative or an Outside Party or causes an outage that is reasonably likely to interrupt the service of Cooperative or an Outside Party.
  - iv. If an applicant/Licensee or Cooperative determines that Make-ready classified as Simple Make-ready is in fact Complex Make-ready, then all Make-ready on the impacted Poles shall be halted and the determining party shall provide immediate notice to the other party of its determination and the impacted Poles. All

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Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services



remaining Make-ready on the impacted Poles shall then be governed by section B, above, and Cooperative shall provide the notices and estimates required as soon as reasonably practicable

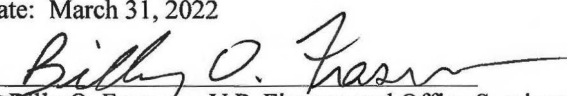
5. Post Make-ready Timeline

- i. Licensee shall notify Cooperative and affected Outside Parties within fifteen (15) days after completion of Make-ready pursuant to the OTMR process.
- ii. Licensee shall notify Cooperative within fifteen (15) days of completion of an Attachment to a particular Pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the Attachment. Cooperative shall have fourteen (14) days after completion of its inspection to notify Licensee of any damage or code violations caused by the Attachment. If Cooperative discovers damage or code violations caused by the Attachment, then Cooperative will inform Licensee and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations or require Licensee to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with this activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of Attachments beyond their initial attachment, nor shall it limit or impact Cooperative's rights and remedies with respect to enforcement of those obligations beyond initial attachment.

D. OVERLASHING.

- 1. Any person or entity seeking to overlash existing facilities attached to Cooperative's Poles shall provide advance written notice to the Cooperative describing the proposed activity along with submission of the complete information required under APPENDIX A, including a pole-loading analysis certified by a professional engineer licensed in Kentucky, in the method and form reasonably required by Cooperative. The notice shall be provided to Cooperative not less than thirty (30) days prior to the proposed activity. Failure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

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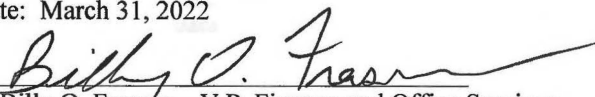
2. Following receipt of the notice described in the preceding subsection, Cooperative may determine the proposed overlashing will create a capacity, safety, reliability, or engineering issue; in such an event, Cooperative will provide specific documentation of the issue to the party seeking to overlash within the 30-day advance notice period. In such event, the party seeking to overlash must address any identified issues before proceeding, either by modifying its proposal or explaining why, in the party's view, a modification is unnecessary.
3. Any party that engages in overlashing is responsible for its own costs, equipment and personnel, and it shall ensure that it complies with applicable safety, reliability, and engineering practices. If damage to Cooperative property or other existing attachments results from overlashing, or if overlashing work causes safety or engineering standard violations, then the overlashing party shall be fully responsible at its expense for any necessary repairs.
4. An overlashing party shall notify Cooperative within fifteen (15) days of completion of the overlash on a particular pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the overlash. Cooperative shall have fourteen (14) days after completion of its inspection to notify the overlashing party of any damage or code violations caused by the overlash. If Cooperative discovers damage or code violations caused by the overlash on equipment belonging to Cooperative, then Cooperative will inform the overlashing party and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill the overlashing party for the reasonable costs related to fixing the damage or code violations or require the overlashing party to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Overlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlashing activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of overlashed facilities beyond their initial attachment, nor shall it limit or impact Cooperative's rights and remedies with respect to enforcement of those obligations beyond initial attachment.

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Issue Date: February 28, 2022

Effective Date: March 31, 2022

Issued by:



Name/Title: Billy O. Frasure – V.P. Finance and Office Services

**CLARK ENERGY COOPERATIVE**

***ARTICLE V – RIGHT OF WAY FOR LICENSEE’S ATTACHMENTS***

Cooperative does not warrant or assure to Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and Cooperative has no obligation to secure any right-of-way, easement, license, franchise, or permit required for the installation or maintenance of Licensee’s Attachments. If the Licensee shall at any time be prevented from placing or maintaining its Attachments on Cooperative's Poles, no liability on account thereof shall attach to Cooperative. If requested by Cooperative, Licensee shall submit satisfactory evidence of its rights to place its attachments upon a property. Licensee shall indemnify, defend, and hold harmless Cooperative from any and all claims, damages, or other losses arising out of Licensee’s failure to obtain a necessary right-of-way, easement, license, franchise, or permit. If at any time after Licensee has attached its Attachment to Cooperative’s Poles, Cooperative is informed or has reason to believe that such Attachment is not authorized by any governmental authority or private property owner, then Licensee shall remove its Attachment from any of Cooperative’s Poles immediately after receiving notice from Cooperative of such circumstance and the Permit covering such Poles shall automatically terminate, provided, however, if Licensee is in the process of disputing such lack of authority, and has received permission to remain on the Pole pending the outcome of the dispute, Licensee may maintain its Attachment if it provides proof of the permission and indemnifies Cooperative with respect to any losses incurred related to the Attachment.

Right-of-way clearing necessary for the operation of the Cooperative’s distribution system shall be performed by Cooperative as it determines in the exercise of its sole judgment and discretion. Any right-of-way clearing necessary or requested for the installation or maintenance of Licensee’s Attachment(s) will be the financial and operational responsibility solely of the Licensee, and Licensee must obtain Cooperative’s permission prior to conducting any such clearing activity near Cooperative’s Poles or other facilities. In the event that right-of-way work is required due to a fallen tree or similar situation whereby the condition of Licensee’s cable and/or facilities are creating undue strain on the facilities of Cooperative or an Outside Party, Licensee agrees to remedy the situation as soon as possible at its own expense. If Licensee is not willing or able to remedy the situation within a timeframe suitable to Cooperative, as determined in its sole discretion, Cooperative may perform the necessary clearing and invoice the Licensee for the costs and expenses associated therewith.

***ARTICLE VI – MAINTENANCE OF POLES AND ATTACHMENTS; CONTRACTORS***

- A. Licensee shall, at all times and at its sole expense, make and maintain all of its Attachments in accordance with the specifications mentioned in ARTICLE III and shall keep them in safe condition and in thorough repair. Any guying or anchoring required to accommodate the Attachments of the Licensee shall be provided by

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

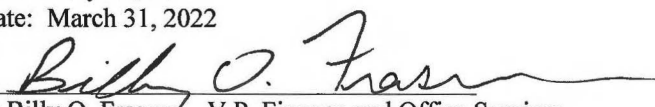
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**CLARK ENERGY COOPERATIVE**

- and at the full expense of the Licensee and to the reasonable satisfaction of Cooperative.
- B. Licensee shall require all of its employees, agents, contractors, and subcontractors that install, transfer, remove, relocate, maintain or otherwise work on or near the Attachments to be appropriately qualified and trained to work on and in the vicinity of an electric distribution system, including but not limited to the Poles.
- C. CONTRACTORS (COMPLEX). Cooperative shall make available and keep up-to-date a list of contractors Cooperative has authorized to perform self-help surveys and Complex Make-ready. In accordance with the Pole Attachment Regulation, Licensee must use Cooperative or a contractor from Cooperative's list to perform self-help work that is Complex or above the Communications Space. A Licensee may request (and Cooperative may not unreasonably deny) the addition to the list of any contractor that meets the following minimum qualifications:
- i. The contractor has agreed to follow published safety and operational guidelines of Cooperative;
  - ii. The contractor has acknowledged that it knows how to read and follow licensed-engineered pole designs for Make-ready;
  - iii. The contractor has agreed to follow all local, state, and federal laws and regulations including the rules regarding Qualified and Competent Persons under the requirements of the Occupational and Safety Health Administration (OSHA) rules;
  - iv. The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by Cooperative, as made available; and
  - v. The contractor is adequately insured or has established an adequate performance bond for the Make-ready the contractor will perform, including work the contractor will perform on facilities owned by Outside Parties.
- D. CONTRACTORS (SIMPLE). Cooperative may keep up-to-date a list of contractors the utility authorizes to perform surveys and Simple Make-ready. If Cooperative provides this list, then Licensee shall choose a contractor from the list to perform the relevant work. A Licensee may request the addition to the list of any contractor that meets the minimum qualifications in the preceding section.
- i. If Cooperative does not provide a list of Approved Contractors for surveys or Simple Make-ready or no Approved Contractor is available within a reasonable time period, then the Licensee may choose its own qualified contractor. The applicant's chosen contractor shall meet the minimum

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

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requirements delineated in the above section C, as certified by the applicant consistent with the Pole Attachment Regulation.

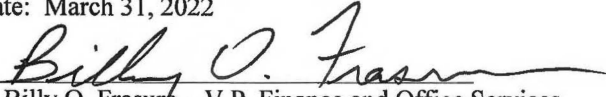
1. Cooperative may disqualify any contractor chosen by an applicant that is not on the Cooperative's list, but a disqualification shall be based on reasonable safety or reliability concerns related to the contractor's failure to meet any of the minimum qualifications established above or to meet Cooperative's publicly available and commercially reasonable safety or reliability standards. Cooperative will provide notice of its objection to the contractor consistent with the Pole Attachment Regulation.
- E. Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule) as if each such agent, contractor and subcontractor were the Licensee for purposes of this Schedule. Licensee shall ensure that Cooperative is an intended third-party beneficiary of such requirements with enforceable rights against each such agent, contractor and subcontractor and that such rights are enforceable against each such agent, contractor and subcontractor in the same manner and to the same extent as Cooperative has such rights against Licensee under this Schedule. Licensee shall indemnify Cooperative for all liabilities, claims, demands and costs (including, without limitation, any legal fees and/or costs) arising from its failure to comply with the requirements of this provision.

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#### **ARTICLE VII – INVENTORY (AUDIT) AND INSPECTIONS**

- A. ACTUAL INVENTORY. The Cooperative reserves the right to conduct an Actual Inventory of Attachments (sometimes referred to as a Pole Attachment Audit or Pole Audit) no more frequently than once every five (5) years; provided, however, the inventory may be done on a rolling basis on subsets of Poles, such that each subset is inventoried no more than once every five (5) years. Licensee and all Outside Parties shall cooperate and participate in the Actual Inventory. Licensee and all Outside Parties shall reimburse Cooperative for their respective pro-rata shares of the total cost of the Actual Inventory, based on the number of each attaching entity's total attachments on foreign-owned poles, as determined by the Actual Inventory. For the purpose of such Actual Inventory, any pole used by the Licensee for the purpose of attaching wires or cables thereto shall be considered a Pole. Each Outside Party shall pay a prorated share of the cost of

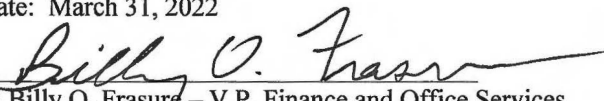
Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

**CLARK ENERGY COOPERATIVE**

- performing the Actual Inventory, based on the number of poles to which each Licensee has Attachments on Cooperative's poles.
- B. **SAFETY INSPECTION.** If Cooperative has reasonable cause to believe code violations or unsafe conditions (or other violations of ARTICLE III) exist on its system, it may conduct a system-wide Safety Inspection. The first occurrence of such an event will be referred to as the Initial Safety Inspection. Following the Initial Safety Inspection, Cooperative may not more than once every five (5) years perform a periodic safety inspection of Cooperative's Poles, including Attachments under this Schedule. The scope of the safety inspection may include the entire system or may be limited to a smaller portion of the system, such as one circuit or the circuits fed by one substation, at the discretion of Cooperative. At least three (3) months prior to any such safety inspection, Cooperative shall provide notice of the safety inspection to the Licensee, which shall describe the scope of the inspection and provide Licensee with notice of the anticipated date of the inspection. Cooperative, Licensees and Outside Parties shall share proportionally in the cost of the Initial Safety Inspection and any subsequent safety inspections.
- C. **LICENSEE-SPECIFIC INSPECTION.** If the Cooperative has reasonable suspicion of a significant number of violations with respect to a particular Licensee, Cooperative may perform an inspection specific to Licensee's Attachments. In the event such inspection finds a discrepancy rate higher than five percent (5%) (calculated as the number of Unauthorized or Non-Compliant Licensee Attachments ÷ total number of Licensee Attachments), Licensee shall reimburse Cooperative for all costs and expenses associated with the inspection. At least three (3) months prior to any such safety inspection, Cooperative shall provide notice of the safety inspection to the Licensee, which shall describe the scope of the inspection and provide Licensee with notice of the anticipated date of the inspection.
- D. **CORRECTIONS.** If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this Schedule, Licensee shall, upon notice by Cooperative, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Cooperative may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Cooperative's sole judgment and discretion, safety considerations require Licensee to take corrective action within such shorter period. Further, in the event the parties agree, such agreement not to be unreasonably withheld, that such nonconformance is of a nature that it cannot be reasonably corrected within thirty (30) days, the parties shall mutually agree on an additional time period in which Licensee shall complete the required corrections. Should Licensee fail to timely

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

N



take all steps necessary to comply with this requirement, or if safety considerations so require, Cooperative may elect to do such work itself, and Licensee shall reimburse Cooperative for all actual costs and expenses incurred in connection therewith. Cooperative shall not be liable for any loss or damage to Licensee's facilities which may result to any facilities or property, except to the extent of Cooperative's gross negligence or misconduct. Failure by Cooperative to inspect Licensee's conformance to the technical requirements and specifications listed in ARTICLE III or to take action on its own to bring such Attachments into compliance shall not cause Cooperative to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder. In all circumstances, all of the parties on a Pole shall work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of a Pole and all Transfers or other work incident thereto. Licensee shall ensure that its employees, agents, or contractors, which Licensee causes to work on or around Poles, will be notified of pending, unresolved issues requiring corrective actions, prior to activities on such poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the Pole.

- E. PENALTIES. Cooperative may impose a penalty in the amount of one hundred dollars (\$100) per pole for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D – CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90<sup>th</sup>) day thereafter until Licensee addresses the violation(s) to Cooperative's reasonable satisfaction.
- F. SAFETY VIOLATIONS. For avoidance of doubt, Licensee shall be required to correct any safety violations as provided herein whether or not such are observed or noticed.

#### ***ARTICLE VIII – DIVISION OF COSTS***

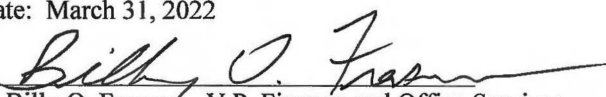
##### **A. DIVISION OF COSTS FOR POLES**

- i. Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee's Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement by the Cooperative consistent with the Pole Attachment Regulation.

Issue Date: February 28, 2022

Effective Date: March 31, 2022

Issued by:

Name/Title:  – V.P. Finance and Office Services

N



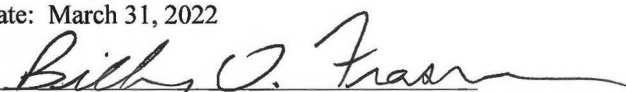
**CLARK ENERGY COOPERATIVE**

- ii. Where an existing pole is replaced for maintenance purposes, the Cooperative shall erect a pole adequate for the existing Attachments and additional Attachments for which Applications have been delivered, unless such Application is denied in accordance herewith, and the Cooperative will pay all the costs of installing the replacement pole. The Licensee will pay to replace its existing Attachments. The replaced pole "stub pole" shall be removed and properly disposed of by the last licensed attacher to remove attached facilities.
- iii. Any payments for poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of the poles or the Cooperative's real property rights, easements, or rights-of-way for which Licensee has contributed in whole or in part.
- iv. Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.
- v. In the event Cooperative installs a pole larger than is initially required for Electric Utility's and Licensee's use in anticipation of Cooperative's future requirements or additions, the additional space provided by Electric Utility shall be reserved for Cooperative's sole use. Licensee may request documentation to validate the need for future space.
- vi. If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.
- vii. Except as otherwise provided, Cooperative shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

**B. DIVISION OF COSTS FOR VIOLATIONS**

- i. If any Attachment is found to be in violation of the terms of this Schedule, Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole(s) and all Transfers or other work incident thereto.
- ii. If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this Agreement, Licensee shall, upon notice by Cooperative, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Cooperative may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Cooperative's sole judgment and discretion, safety considerations require Licensee to take corrective action within such shorter period. Further, in the event the parties agree, such agreement not to be unreasonably withheld, that such nonconformance is of a nature that it cannot be reasonably corrected

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

N

**CLARK ENERGY COOPERATIVE**

- within thirty (30) days, the parties shall mutually agree on an additional time period in which Licensee shall complete the required corrections.
- iii. Should Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, Cooperative may elect to do such work itself, and Licensee shall reimburse Cooperative for all actual costs and expenses incurred in connection therewith. Cooperative shall not be liable for any loss or damage to Licensee's facilities which may result, except to the extent of Cooperative's gross negligence or misconduct on any third-party's facilities or property.
  - iv. Failure by Cooperative to inspect Licensee's conformance to the technical requirements and specifications listed in ARTICLE III or to take action on its own to bring such Attachments into compliance shall not cause Cooperative to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder. Licensee will not be responsible for the costs associated with violations caused by Cooperative or Outside Parties.
  - v. In all circumstances, all of the parties on the pole will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of the pole and all Transfers or other work incident thereto. Licensee shall ensure that its employees, agents, or contractors, which Licensee causes to work on or around Joint Poles, will be notified of pending, unresolved issues requiring corrective actions, prior to activities on such poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the pole.
  - vi. If one or more Outside Party Licensee(s) caused the violation, then such Outside Party Licensee(s) will pay the corrective costs incurred by all who have Attachments on the pole, including for the Licensee, Cooperative and any other Licensees; and Cooperative will make reasonable effort to cause the Outside Party to make such payment.
  - vii. If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.
  - viii. Cooperative shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

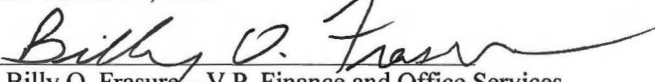
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Name/Title: Billy O. Frasure – V.P. Finance and Office Services



**ARTICLE IX – UNAUTHORIZED ATTACHMENTS**

- A. If any Attachment is made without complying with this Schedule and is identified by the Cooperative or self-reported by the Licensee ("**Unauthorized Attachment**"), then, without prejudice to its other rights or remedies under this Schedule or at law, Cooperative shall require Licensee to submit a notification (via the designated electronic means, if any) within fifteen (15) business days to verify or deny the Unauthorized Attachment. Within sixty (60) days of the Licensee's verification, the Licensee shall submit an Appendix A, including all required design data and fees as listed in Appendix A, for each Unauthorized Attachment. If, upon review of Appendix A:
- i. an Unauthorized Attachment exists *with no* violations, then the Licensee shall pay to the Cooperative a one-time fee of five (5) times the current annual rental fee found in Appendix E and the Licensee will be granted a Permit for the attachment.
  - ii. an Unauthorized Attachments exist *with* violations, then the Licensee shall correct all violations within 90 days or by a mutually agreed upon time. All Make-Ready Costs being borne by the Licensee. Once all corrections are made, the Licensee shall pay to the Cooperative a one-time fee of five (5) times the current annual rental fee found in Appendix E and the Licensee will be granted a Permit for the attachment
- B. If Licensee has failed to provide Appendix A, as appropriate, or has not removed such Unauthorized Attachments within the 90-day timeframe, then Cooperative may remove such Attachments at the Licensee's expense and with no liability to the Cooperative, in which event the Licensee shall reimburse Cooperative upon demand for the cost incurred in making such removal and shall indemnify and hold the Cooperative harmless from and against all loss, liability, or expense (including but not limited to claims of third parties) resulting from the removal of such Unauthorized Attachment, except in cases of gross negligence or intentional misconduct. Nothing herein shall relieve Licensee of its obligation to maintain Attachments at all times in conformity with Cooperative's Specifications.
- C. PENALTIES. If Licensee has failed to provide Appendix A, as appropriate, or has not removed such Unauthorized Attachments within the 90-day timeframe, then the Cooperative may impose a penalty in the amount of one hundred dollars (\$100) per pole for any unauthorized attachments, and an additional one hundred dollars (\$100) every ninetieth (90<sup>th</sup>) day thereafter until Licensee addresses the unauthorized attachments to Cooperative's reasonable satisfaction.

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

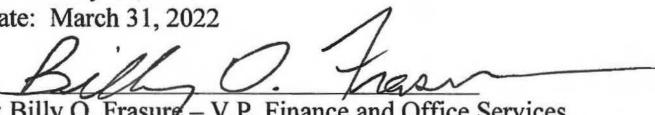
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**ARTICLE X – ABANDONMENT OF POLES, TRANSFER OF ATTACHMENTS**

- A. If Cooperative desires at any time to abandon any Pole or to direct Licensee to Transfer one or more attachments for any reason, Cooperative will, except as otherwise provided, give the Licensee notice to that effect at least sixty (60) days prior to the date on which the Transfer shall be completed. If, at the expiration of said time period, Licensee has not removed its Attachments or pursued a deviation from the relevant time period consistent with the Pole Attachment Regulation, Cooperative may:
- a. Transfer the attachment(s) at Licensee’s expense (in which case Cooperative expressly disclaims and shall have no responsibility or liability related thereto, except in the case of Cooperative’s gross negligence or willful misconduct); and/or
  - b. Transfer the relevant Pole such that it becomes the property of the Licensee, as is, and the Licensee shall save, defend and hold harmless Cooperative from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such Pole or of any Attachments thereon; and shall pay Cooperative the then depreciated value in place of the Pole to Cooperative. Cooperative may further evidence transfer of title to the pole by completing APPENDIX C – BILL OF SALE. Credit shall be allowed for any payments which the Licensee may have made under the provisions of ARTICLE VII, when the Pole was originally set, provided the Licensee furnishes proof of such payment. However, if Cooperative is putting its facilities underground, the Pole will not be sold to the Licensee, and the Licensee shall comply with the undergrounding of the facilities or remove its facilities. Cooperative reserves the right to amend APPENDIX C from time to time, in response to changing conditions in the local market, technological advances, business requirements, or policy initiatives.
- B. If, for safety or reliability purposes, it is necessary for Cooperative to Transfer, Rearrange, remove, manipulate, or otherwise impact a Licensee’s attachment on an expedited basis, Cooperative may not provide Licensee with notice of its actions but may recover from Licensee the costs reasonably incurred by the Cooperative in performing such work.
- C. Licensee shall comply with reasonable and nondiscriminatory requirements that prohibit installation of structures on or above ground in an area designated solely for underground or buried cable and utility facilities.
- D. PENALTIES. If Licensee has failed to transfer all attachments on each pole included in original notice to transfer, within 90 days of notification of transfer, then the Cooperative may impose a penalty in the amount of one hundred dollars (\$100) per pole for any non-transferred attachments to the newly installed facilities, and an additional one hundred

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

N

**CLARK ENERGY COOPERATIVE**

dollars (\$100) every ninetieth (90<sup>th</sup>) day thereafter until Licensee addresses the violation(s) to Cooperative's reasonable satisfaction.

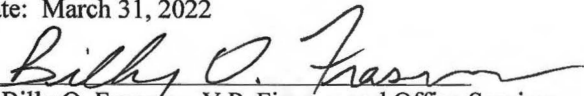
***ARTICLE XI – ADJUSTMENT PAYMENTS***

- A. For a year in which there is no Actual Inventory, the number of Poles used in calculating the adjustment payments provided for herein shall be based on the applications and any identified unauthorized attachments.
- B. For a year for which there is an Actual Inventory, the following adjustment shall be made:
  - 1. The difference between the number of Poles found by the Actual Inventory for the year in question and the number of Poles currently being billed, whenever conducted, shall be prorated evenly based on the assumption that such Poles were added evenly over the years between the Actual Inventories in order to calculate, on the basis of such proration, a prorated number of poles for each year between the year of the previous Actual Inventory and the year of the present Actual Inventory.
  - 2. If the adjustment payment so calculated pursuant to this section is greater than the payment that was actually made for that billing period, the difference shall constitute an additional amount owed by the Licensee to Cooperative; if less, the difference shall constitute an amount owed by Cooperative or a credit to the Licensee.

***ARTICLE XII – RIGHTS OF OTHER PARTIES, LICENSEE***

- A. If Cooperative, prior to affording a Licensee any rights pursuant to this Schedule, conferred upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its Poles covered by this Schedule, nothing herein contained shall be construed as affecting said rights or privileges with respect to attachments of such Outside Parties. Cooperative shall have the right to continue and extend such rights and privileges to such Outside Parties and to others, as the Attachment privileges herein granted are non-exclusive.
- B. No use, however extended, of Cooperative's Poles and other facilities shall create or vest in Licensee any ownership or property rights in said Poles and other facilities except as specifically set forth herein. Cooperative may maintain its Poles and facilities as it sees fit in light of its own service requirements, and Licensee's rights in Cooperative's facilities shall be and remain a mere Permit for as long as authorized under the terms and conditions of this Schedule.

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services



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***ARTICLE XIII - WAIVER OF TERMS OR CONDITIONS***

The failure or decision of Cooperative to enforce or insist upon compliance with any of the terms or conditions of this Schedule 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 full force and effect.

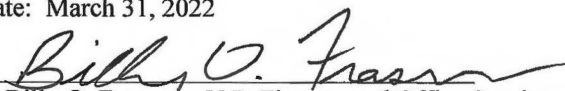
***ARTICLE XIV - PAYMENT OF TAXES***

Each party shall pay all taxes and assessments lawfully levied on its own property and services, but any tax, fee, or charge levied on Cooperative's poles solely because of their use by the Licensee shall be paid by the Licensee.

***ARTICLE XV – DESIGNATED CONTACT PERSON(S), NOTICES***

- A. Licensee shall establish and maintain a designated contact person(s) (“**Designated Contact Person(s)**”) for ordinary maintenance requests, relocation requests, and notices from Cooperative who shall be reasonably available during normal business hours. Licensee shall also establish and maintain a Designated Contact Person(s) for emergency maintenance and relocation requests who shall be reasonably available 24 hours per day, 7 days a week. Licensee shall provide Cooperative with written contact information for each Designated Contact Person and ensure such written contact information remains current by providing Cooperative appropriate written notice of any change. Each Designated Contact Person shall be capable of providing (or acquiring) substantive, timely responses to Cooperative’s inquiries or issues.
- B. Unless otherwise specifically provided herein, all notices, requests, consents, demands, designations, approvals or statements required to be made under this Schedule shall be in writing and shall be delivered via personal delivery, generally recognized overnight delivery service, certified U.S. mail return receipt requested, electronic mail, or designated electronic platform. Notices to Licensee shall be sent to its Designated Contact Person(s) for notices.
- C. Licensee agrees to join, utilize or acquire any notification or similar system or platform identified and utilized by Cooperative to facilitate communication and the delivery of required notices and efforts related to this Schedule, including but not limited to, any notices relating to new Attachments, Transfers, relocation, abandonment or maintenance work. Notices sent through Cooperative’s system or platform shall be satisfactory notice under this Schedule.

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

N



***ARTICLE XVI - REMEDIES***

- A. Licensee may at any time terminate any right to attach an Attachment to any Pole by removing its Attachment from such pole and notifying Cooperative of such removal. Such notice shall fully identify, by pole number and location, the Pole(s) from which such Attachments are being removed; absent such notice, Licensee shall continue to be responsible for rental payments. The Permit covering such Pole shall terminate upon receipt of such notice by Cooperative. No refund of any pole rental rate or other charge will be due on account of such removal. Cooperative may, in addition to seeking any other remedy available to it, suspend Licensee's rights under this Schedule (including access to Cooperative's poles) or terminate the Contract or any Permit issued under this Schedule if Licensee fails to comply with any of the provisions of this Schedule and fails within 30 days (or such longer, mutually-agreeable period if a 30-day cure period is not reasonably possible) after written notice from Cooperative to correct such noncompliance. In the event a governmental entity at any time requires Cooperative to remove one or more of its Poles, any Permit issued to Licensee for such Pole(s) shall automatically terminate, in which event Cooperative shall refund to Licensee any unearned rental payments made pursuant to this Schedule. Except as otherwise provided in this Schedule, the Licensee shall have 60 days within which to remove its Attachments from Cooperative's Pole(s) upon termination of a Permit issued under this Schedule. If the Licensee fails to remove its Attachments from Cooperative's Pole(s), Cooperative shall have the right (but not the obligation) to remove the Licensee's Attachments, without notice or liability of any kind to the Licensee, in which event the Licensee shall reimburse Cooperative upon demand for the cost Cooperative incurred in making such removal. Attachments of Licensee which remain after the 60-day period following termination may also be assessed pole rental rates at the rates applicable to Unauthorized Attachments, until such time as such Attachments are removed and notice given thereof. The Licensee shall indemnify and hold Cooperative harmless from and against all loss, liability, or expense resulting such removal, including but not limited to claims of third parties.

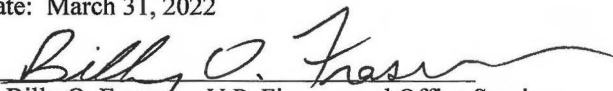
***ARTICLE XVII - REPRESENTATIONS AND WARRANTIES***

- A. In order to obtain service under this Schedule, Licensee shall: (i) be a legal entity duly organized, validly existing and in good standing under the laws of the

Issue Date: February 28, 2022

Effective Date: March 31, 2022

Issued by:

  
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

N

**CLARK ENERGY COOPERATIVE**

jurisdiction in which it was formed; (ii) enjoy full authority to enter into and perform its obligations pursuant to this Schedule, recognizing it is a party bound by this Schedule, which is fully enforceable in accordance with its terms; and (iii) confirm its execution and delivery of its obligations under this Schedule will not conflict with or violate or constitute a breach or default under its formation documents and will not violate any law, rule or regulation applicable to it.

B. Licensee shall comply with all federal, state, and local rules and ordinances. Licensee shall comply with all technical requirements and specifications applicable to Licensee's affixation of Attachments to Cooperative's Poles as authorized herein. Licensee shall comply with the Cooperative's practices and rules including requirements for installing, transferring, relocating, removing or maintaining Attachments. Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee's Attachments, and Licensee shall take all steps necessary to avoid any interference with Cooperative's safe and efficient operation of its electric distribution system, including but not limited to its poles, and the rights of Outside Parties.

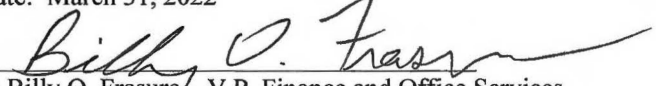
**C. THERE ARE NO WARRANTIES UNDER THIS SCHEDULE EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH HEREIN. THE PARTIES SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COOPERATIVE SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF COOPERATIVE'S POLES AND RELATED PROPERTY AND FACILITIES.**

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***ARTICLE XVIII – INDEMNIFICATIONS AND LIMITATIONS ON LIABILITY***

A. Licensee agrees to indemnify, defend and hold harmless Cooperative, its affiliates, directors, officers, member-owners, representatives and employees (collectively "**Indemnified Persons**") from and against any and all claims, liabilities, losses, damages, costs, discovery requests, demands, judgments, actions, causes of action, disbursements and expenses in connection therewith (including, without limitation, the reimbursement of all such costs, fees, expenses and disbursements, including reasonable attorneys' fees, as and when incurred, of investigating, preparing for, responding to or defending against any action, suit, proceeding, investigation, subpoena or other inquiry (whether or not Cooperative is a party to the proceedings or litigation at issue) in connection with actual or threatened actions) ("**Losses**") relating to or arising out of Licensee's activities under this Schedule, its presence on or near Cooperative's property, or any action or inaction by

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services



**CLARK ENERGY COOPERATIVE**

Licensee, its employees, agents, contractors, subcontractors, or representatives related to the construction, installation, operation, maintenance, presence, replacement, upgrade, use, replacement, abandonment or removal of any attachment. Licensee's liability for Losses shall include, but not be limited to, claims alleging damage to or loss of property; injury to or death of persons (including payments made under any workers' compensation law or under any plan for employees' disability and death benefits); power or communications outage, interruption or degradation; environmental damage; and violations of law, regulations, orders, or other applicable rules or requirements; provided, however that Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the sole gross negligence or willful misconduct of any Indemnified Person.

- B. The obligations of this Article shall survive the conclusion of the parties' relationship under this Schedule, shall be enforced to the fullest extent permitted by applicable law and the obligations of this Article shall be construed liberally in favor of indemnification of Cooperative.
- C. The indemnification obligations of Licensee under this Article and under other provisions of this Schedule are cumulative and not exclusive. Cooperative's request for indemnification under one or more Articles shall not preclude or in any way waive or limit its ability to seek indemnification under other provisions of this Schedule.
- D. Cooperative shall not be liable to Licensee for any property damage, injury or death to persons (including payments made under any Worker's Compensation Law or under any plan for employee disability and death benefits), interruption to service of Licensee, or for interference (however caused) with the operation of the cables, wires, appliances and facilities of Licensee, arising in any manner out of the use of Cooperative's poles and other facilities hereunder, including any effects undesirable to Licensee which the presence, breakdown, operation, maintenance, alterations of, or additions to, the lines and other facilities of Cooperative or Outside Parties may have upon the Attachments or the service or equipment of Licensee, except to the extent attributable to the gross negligence or willful misconduct on the part of Cooperative or its agents.
- E. Licensee expressly assumes responsibility for determining the condition of all poles and equipment to be accessed or otherwise worked on or near by its employees, agents, contractors, subcontractors or invitees, and to the fullest extent permitted by law, assumes all risks (except for risks arising from Cooperative's gross negligence or misconduct) related to the construction, operation and maintenance of Licensee's Attachments on or about Cooperative's poles.
- F. **NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ELSEWHERE IN THIS SCHEDULE, IN NO EVENT WILL COOPERATIVE OR ANY OF ITS REPRESENTATIVES OR RELATED PARTIES BE LIABLE TO**

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure - V.P. Finance and Office Services

N



**LICENSEE OR ANY OF ITS REPRESENTATIVES OR RELATED PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF SERVICES, LOSS OF CUSTOMERS OR CLIENTS, LOSS OF GOODWILL OR LOSS OF PROFITS RELATING TO OR ARISING IN ANY MANNER FROM OR IN CONNECTION WITH THIS SCHEDULE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR EXPECTED AND REGARDLESS OF THE THEORY UNDER WHICH THE DAMAGES ARE CLAIMED (WHETHER EQUITABLE, LEGAL, IN CONTRACT, TORT, OR OTHERWISE).**

***ARTICLE XIX – CONSTRUCTION***

The headings in this Schedule are for purposes of reference only and shall not be construed to limit or enlarge the substantive terms hereof.

***ARTICLE XX – ASSIGNMENT OF RIGHTS***

Licensee shall not assign or otherwise dispose of any of its rights or interests hereunder, or the Attachments or rights-of-way covered by this Schedule, to any firm, corporation or individual, without the written consent of the Cooperative, which consent shall not be unreasonably withheld.

***ARTICLE XXI – INSURANCE***

A. Policies Required. At all times, Licensee shall keep in force and effect all insurance policies as described below. Licensee shall ensure Cooperative is informed, no less than thirty (30) days in advance, of the cancellation or termination of any policy hereunder. Licensee shall name Cooperative as an additional insured on all such policies, except workers compensation.

1. Workers Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Kentucky law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Cooperative. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

2. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits of liability not less than \$5,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury, \$2,000,000 each occurrence.

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

N

**CLARK ENERGY COOPERATIVE**

3. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.

4. Umbrella Liability Insurance. Coverage is to be in excess of the sum of the employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$5,000,000 each occurrence, \$5,000,000 aggregate.

5. Property Insurance. Licensee will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and structures, fencing, or support systems that may be placed on, within, or around facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as extended coverage insurance or self-insure for such exposures.

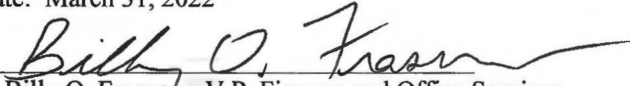
6. Performance Bond. Prior to making any Attachments under this Schedule, Licensee shall provide to Cooperative a performance bond in an amount corresponding with the requirements of Appendix D. The bond shall be executed with a proper surety through a company licensed and qualified to operate in the State of Kentucky and listed with the U.S. Department of the Treasury as published in the Federal Register. In addition, the bond shall not be for an amount greater than the surety's approved limit as referenced in the current Federal Register and shall be accompanied by a certified power-of-attorney document, all still subject to the final approval of Cooperative. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this Schedule and for the payment by the Licensee of any damages, claims, liens, taxes, liquidated damages, penalties, or fees due to Cooperative which arise by reason of the construction, installation, operation, maintenance, transfer, relocation, or removal of Licensee's Attachments or Communications Facilities on or about Cooperative's Poles. This shall include claims for damages to Cooperative Facilities caused by Licensee, or its contractors and agents. Cooperative shall have the right to draw funds from the bond to recover damages to Cooperative Facilities caused by Licensee, its contractors, or agents. Provision shall be made to permit Cooperative to draw against the bond. Licensee shall not use such bond for other purposes and shall not assign, pledge or otherwise use the bond as security for any other purpose. Cooperative reserves the right to amend APPENDIX D from time to time, in response to changing conditions in the local market, technological advances, business requirements, or policy initiatives.

B. Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the state of Kentucky and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Licensee is required to obtain under this Article with the same limits.

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N



**CLARK ENERGY COOPERATIVE**

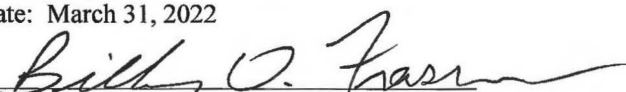
C. Certificate of Insurance; Other Requirements. Prior to the execution of a Contract under this Schedule and prior to each insurance policy expiration date during the term of this Schedule, the Licensee will furnish Cooperative with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Schedule and workers' compensation and property insurance waivers of subrogation required by this Schedule. Cooperative shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Schedule. Cooperative, its board members, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by Cooperative. Licensee shall defend, indemnify and hold harmless Cooperative and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Cooperative upon request.

D. Limits. The limits of liability set out in this Article may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Cooperative's or Licensee's exposure to risk.

E. Prohibited Exclusions. No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Schedule with Cooperative except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to Cooperative's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.

F. Deductible/Self-insurance Retention Amounts. Licensee may meet all or a portion of the insurance requirements of this Article by self-insurance. To the extent the Licensee self-insures, the Licensee is not required to name additional insureds as required by this Article. The Licensee must provide to the Cooperative such evidence as required by the Cooperative demonstrating, to the Cooperative's satisfaction, the Licensee's financial ability to meet the requirements of this Article requiring insurance coverage by self-insurance. In the event the Licensee fails to meet the Licensee's insurance requirements to Cooperative's satisfaction, Licensee shall provide the insurance coverage and the additional insured endorsements in accordance with this Article.

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N

**CLARK ENERGY COOPERATIVE**

G. Additional Insurance. Cooperative shall have the right at any time to require public liability insurance and property damage liability insurance in greater amounts than those required in this Article. In any such event, the additional premium or premiums payable solely as the result of such additional insurance coverage shall be payable by Cooperative within thirty (30) days of the Licensee providing proof of such additional premium to Cooperative and requesting payment therefor.

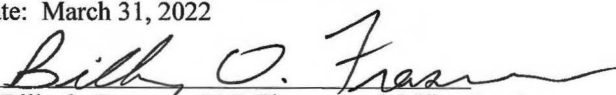
***ARTICLE XXII – FORCE MAJEURE***

Except as may be expressly provided otherwise, neither Cooperative nor Licensee shall be liable to the other for any failure of performance hereunder due to causes beyond its reasonable and actual control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrences; (b) national or state emergencies, insurrections, epidemics, pandemics, riots, acts of terrorism, or wars; or (c) strikes, lockouts, work stoppage, or other labor difficulties. To the extent practicable, the parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as any force majeure event causing a failure or delay has ceased. Each party shall promptly notify the other party of any delay in performance under this section and its impact on performance required under this Schedule.

***ARTICLE XXIII - SEVERABILITY***

The provisions (or parts thereof) of this Schedule shall be severable. In the event that any provision (or part thereof) of this Schedule is determined to be illegal, invalid, or otherwise unenforceable, then such illegality, invalidity or unenforceability shall not affect or impair the remainder of this Schedule.

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

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N



**APPENDIX A - REQUEST TO ATTACH/MODIFY ATTACHMENTS TO POLES**

Licensee Job # \_\_\_\_\_ (to be completed by Licensee)  
 Cooperative Work Order # \_\_\_\_\_ (Cooperative Use)

**SECTION 1 - REQUEST FOR APPROVAL TO INSTALL OR MODIFY ATTACHMENTS (to be completed by Licensee)**

|   |     |   |   |    |
|---|-----|---|---|----|
| Company                                     |     | Poles with Attachments (specify quantity) | Added   |    |
| Project                                     |     |   | Removed   |    |
| Request Date                                |     |   | Overlashed                                      |    |
| Name  |     |   | Modified  |    |
| Title                                       |     | Estimated Construction Dates              | Start   |    |
| Phone                                       |     |   | Completion                                      |    |
| Email                                       |     | Fees Submitted:                           | Application                                     | \$ |
| Signature:                                  |     |   | Survey  |    |
|   |     |   | (Per Pole)                                      | \$ |
| One Touch Simple Comms Space Make-Ready?    | YES | NO  | If yes, please attach section 3 (OTMR addendum) |    |
| Complex Power Space Make Ready Anticipated? | YES | NO  | NJUNS Member Code                               |    |

Beginning location of Attachment Request (Street Address, Coordinates (Lat, Long)) & General Route Desc.

**Checklist of Attached Documents (Containing Licensee Job #):**

- Appendix A-OTMR Addendum selected contractor(if applicable)
- Detailed construction plans, drawings, and maps consistent with Appendix B
- Spreadsheet, containing the following: Include Pole Numbers for each existing Pole
  - Poles with new attachments
  - Pole Loading Analysis
  - Number of proposed attachments on pole
  - Point of attachment (proposed height) on each pole
  - Number and type of attachments to be placed on each pole (including anchor type and distance from pole and Coop Anchor)
  - Attachments removed
  - Relocations or replacements of poles
  - Proposed Make Ready in Power Space
  - Rearrangements or modifications of attachments necessary
  - Additional poles required (Lat, Long)

*The included information represents our proposed facilities. Any changes will be submitted to Cooperative for approval prior to construction. The Licensee will obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities for the Licensee's proposed service and all easements, licenses, rights-of-way and permits necessary for the proposed use of these poles. No pole rights of way are guaranteed or implied. Contact Clark Energy for electronic submittal instructions.*

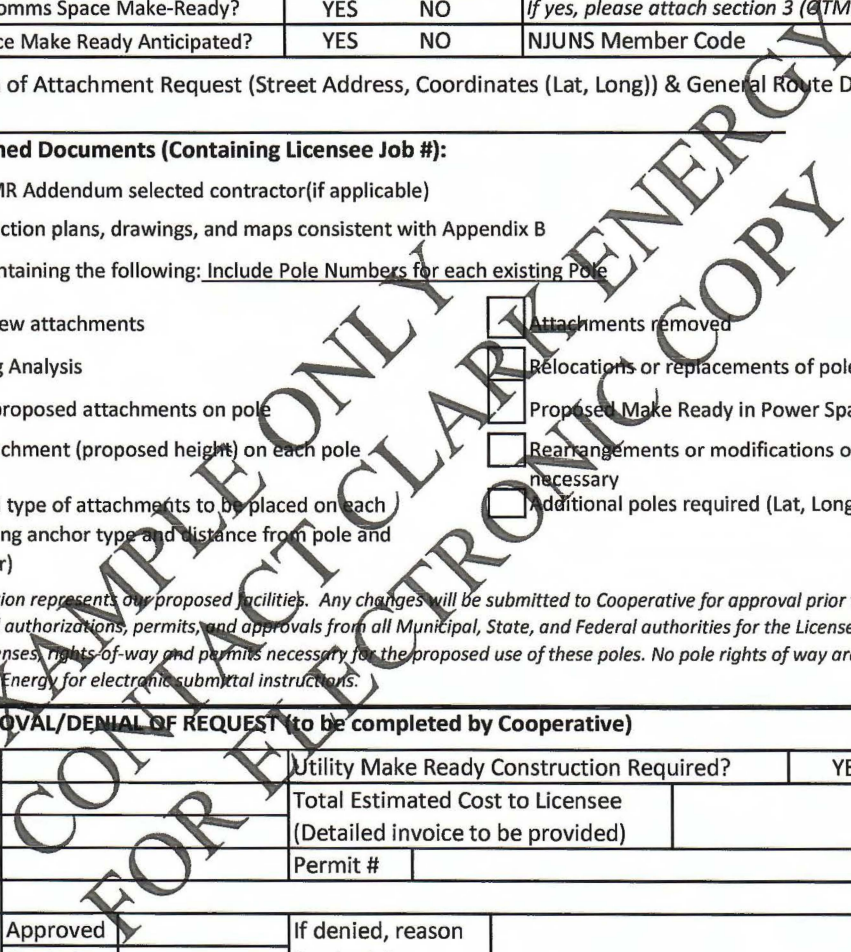
**SECTION 2 - APPROVAL/DENIAL OF REQUEST (to be completed by Cooperative)**

|               |          |   |     |    |
|---------------|----------|---|-----|----|
| Response Date |          | Utility Make Ready Construction Required? | YES | NO |
| Name          |          | Total Estimated Cost to Licensee          |     |    |
| Title         |          | (Detailed invoice to be provided)         |     |    |
| Phone         |          | Permit #                                  |     |    |
| Email         |          |   |     |    |
| Request       | Approved | If denied, reason for denial:             |     |    |
| Response      | Denied   |   |     |    |
| Signature:    |          |   |     |    |

Owner hereby grants License to Licensee to make Attachments as described above, subject to the terms and conditions of the Tariff.

Issue Date: February 28, 2022  
 Effective Date: March 31, 2022

Issued by: Billy O. Frasure  
 Name/Title: Billy O. Frasure - V.P. Finance and Office Services



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**APPENDIX A - REQUEST TO ATTACH - OTMR Addendum**

To be submitted along with sections 1 and 2 of the Request to Attach

Licensee Job # \_\_\_\_\_ (to be completed by Licensee)  
 Cooperative Work Order # \_\_\_\_\_ (Cooperative Use)

**SECTION 3 - OTMR Contractor Information (to be completed by Licensee)**

| OTMR Survey Contractor |  | OTMR Make Ready Contractor |  |
|------------------------|--|----------------------------|--|
| Company                |  | Same as survey contractor  |  |
| Survey Date            |  | Company                    |  |
| Point of Contact Name  |  | Point of Contact Name      |  |
| Title                  |  | Title                      |  |
| Phone                  |  | Phone                      |  |
| Email                  |  | Email                      |  |

**Existing Attacher Information**

Note: It is still the responsibility of the applicant to notify existing attachers of One-Touch Make Ready.

| Attacher | Point of Contact | Phone or Email |
|----------|------------------|----------------|
|          |                  |                |
|          |                  |                |
|          |                  |                |
|          |                  |                |
|          |                  |                |
|          |                  |                |

**OTMR Transfer Work Information**

|                     |                      |
|---------------------|----------------------|
| Field Supervisor    | Additional Comments: |
| Title               |                      |
| Phone               |                      |
| Email               |                      |
| Estimated Crew Size |                      |

By submitting this application, I fully and completely understand the One-Touch Comms Space Make-Ready process, and agree to abide by all of the pole owning utility's rules and regulations regarding joint use attachments. I further agree to accept all liability incurred as a result of my One-Touch Make-Ready construction.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Issue Date: February 28, 2022

Effective Date: March 31, 2022

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 Name/Title: Billy O. Frasure – V.P. Finance and Office Services

SAMPLE ONLY CONTACT CLARK ENERGY FOR ELECTRONIC COPY

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**APPENDIX B – SPECIFICATIONS FOR ATTACHMENTS**

Licensee, when making Attachments to Cooperative Poles, will adhere to the following engineering and construction practices.

A. All Attachments shall be made in accordance with ARTICLE III.

B. Clearances

1. Attachment and Cable Clearances: Licensee's Attachments on Cooperative Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separation specified in the most updated version National Electrical Safety Code ("NESC").

2. Service Drop Clearance: From the pole to the home/building the parallel minimum separation between Cooperative's service drops and Licensee's service drops shall conform to the NESC.

3. Other Drop Clearances: All other drop clearances at the mid-span must conform to the NESC.

a. Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, the minimum separation must be maintained between all telecommunication cables that meet NESC rules (includes common phone, CATV, and fiber optic cables lashed to an effectively grounded messenger strand or self-supporting cables).

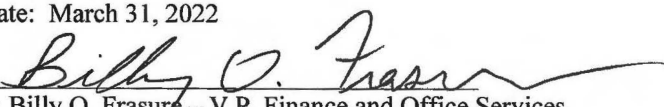
4. Vertical Risers: All risers, including those providing 120/240 volt powers for Licensee's equipment enclosure, shall be placed on the quarter faces of the pole and must be installed in conduit with weatherhead (if possible). A two- (2) inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained.

5. Climbing Space: A clear climbing space must be maintained at all times on the face of the pole. All Attachments must be placed so as to allow and maintain a clear and proper climbing space on the face of Cooperative pole. Licensee's cable/wire Attachments shall be placed on the same side of the pole as those of other Attaching Entities. In general, all other Attachments and risers should be placed on pole quarter faces.

6. Pedestals and Enclosures: Every effort should be made to install pedestals, vaults and/or enclosures at a minimum of four (4) feet from poles or other Cooperative facilities, or the distance specified by Cooperative, whichever is greater.

C. Anchors and Guys

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

N

**CLARK ENERGY COOPERATIVE**

1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on Cooperative's poles by Licensee's Attachments. Anchors must be guyed adequately.
2. Anchors and guy wires must be installed on each Cooperative pole where an angle or a dead-end occurs. Licensee shall make guy attachments to poles at or below its cable attachment. Per RUS requirements, no proposed anchor can be within five (5) feet of an existing anchor.
3. Licensee may not attach guy wires to the anchors of Cooperative or third-party user without the Cooperative's or third-parties' specific prior written consent.
4. No Attachment may be installed on a Cooperative pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Cooperative poles until all required guys and anchors are installed.
5. Licensee's down guys, if needed, shall be bonded, to the vertical ground wires of Cooperative's pole, in accordance with applicable NESC rules. If there is no vertical ground present at the pole, Licensee shall notify Cooperative and a ground will be added to pole at Cooperative's expense for Licensee to bond to.

**D. Certification of Licensee's Design**

1. Licensee's Attachment Permit application must be signed and sealed by a professional engineer, registered in the State of Kentucky, certifying that Licensee's aerial cable design fully complies with the NESC and Cooperative's Construction Standards and any other applicable federal, state or local codes and/or requirements, or Licensee will pay Cooperative for actual costs for necessary engineering and post-construction inspection and to ensure Licensee's design fully complies with the NESC and Electric Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements.
2. This certification shall include a pole loading analysis confirming that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Cooperative's facilities and other Attaching Entities' facilities that exist on the poles without regard to the condition of the existing facilities.

**E. Miscellaneous Requirements**

1. Attachments: All Attachments will be made on the street side of the pole unless otherwise approved by Cooperative.
2. Cable Bonding: Licensee's conductive messenger cables shall be bonded at every pole with a vertical ground. If no ground exists on a pole to be bonded, Licensee shall notify

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure - V.P. Finance and Office Services

N



**CLARK ENERGY COOPERATIVE**

Cooperative and a ground will be added to pole at Cooperative's expense for Licensee to bond to.

3. Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.

4. Communication Cables: All communications cables/wires not owned by Cooperative shall be attached within the communications space that is located below the Communication Worker Safety Zone.

5. Riser Installations: All Licensee's riser installations shall be in Cooperative-approved conduit materials. Ground wires may be attached directly to pole.

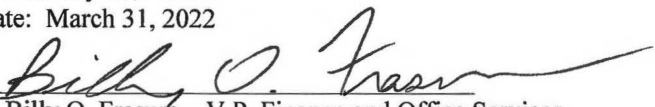
6. Tagging: On every pole to which the Licensee is attached, Licensee's facilities shall be identified with a band-type communications cable tag or other identification acceptable to Cooperative within twelve (12) inches of the pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Licensee name and emergency contact number. Licensee shall be responsible for periodically inspecting its Attachments to ensure that they are tagged with permanent identification markers. Should Cooperative encounter any Attachments without required permanent identification markers, Cooperative shall notify Licensee of such Attachments and Licensee shall install permanent identification markers within thirty (30) days. In the event Attachments are not tagged in accordance herewith, Cooperative reserves the right to charge all Licensee for all costs and expenses incurred by Cooperative to identify the untagged Attachments.

7. Mid-Span Taps: All mid-span communication taps are subject to the same installation and maintenance requirements as an Attachment under this Tariff. Additionally, any newly proposed mid-span taps must receive prior approval under Article IV of this Tariff.

Issue Date: February 28, 2022

Effective Date: March 31, 2022

Issued by:

  
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

N

**CLARK ENERGY COOPERATIVE**

**APPENDIX C – BILL OF SALE**

**BILL OF SALE**

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between, \_\_\_\_\_ with a principal office in, \_\_\_\_\_, hereinafter called Buyer, Clark Energy Cooperative, with a principal office in Winchester, KY, authorized to do and doing business in, Kentucky, hereinafter called Seller.

For and in consideration of the sum of \$ \_\_\_\_\_ to it in hand paid and other valuable considerations, payable to Seller in immediately available funds, the receipt of all of which is hereby acknowledged, Seller by these presents does hereby bargain, sell, demise, release and forever quitclaim to Buyer, its successors and assigns, all of the rights, title, interest and claim the Seller now has or may have had in the following "Pole(s)" located in, \_\_\_\_\_ County, Kentucky.

| Quantity | Description | Location (address, lat/long, etc.) |
|----------|-------------|------------------------------------|
|          |             |                                    |
|          |             |                                    |
|          |             |                                    |

Additional locations attached on additional pages if needed.

This sale is subject to the following terms and conditions:

1. Buyer is purchasing the equipment described above in reliance upon its personal inspection and in an "as is" and "where is" condition, with all faults.
2. Seller makes no warranties, express or implied, of any kind or nature except that (a) Buyer will acquire by the terms of this bill of sale good title to the equipment (b) Seller has the right to sell the equipment. Without limiting the generality of the foregoing, SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE FACILITIES.
3. BUYER UNDERSTANDS THAT THE SELLER'S FACILITIES MAY CONTAIN PRESERVATIVES OR OTHER HAZARDOUS MATERIALS. BUYER REPRESENTS AND WARRANTS THAT IT WILL HANDLE AND TREAT SUCH FACILITIES, INCLUDING BUT NOT LIMITED TO, THE FACILITIES CONTAINING LEAD, IN COMPLIANCE WITH

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by: Billy O. Frasure  
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

N



**CLARK ENERGY COOPERATIVE**

ALL ENVIRONMENTAL LAWS, INCLUDING, BUT NOT LIMITED TO, PROCURING ALL REQUIRED PERMITS AND CERTIFICATES.

4. As used herein, "Environmental Laws" shall mean all Federal, State or local laws, regulations or ordinances having to do with the protection of health, welfare, the environment or workers, including, without limitation, the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Occupational Safety and Health Act, and any similar state or local laws, regulations or ordinances.

5. On the effective date hereof, Buyer releases Seller of all liability for, and Buyer assumes all liability for, and will defend, indemnify and hold harmless Seller from and against all losses, damages, expenses (including attorneys' fees and costs), claims, suits and liabilities, whether based in contract or tort (including strict liability), the extent arising out of, resulting from or in connection with (a) Buyer's negligent or intentional acts or omissions, or those of persons furnished by it, (b) the failure of Buyer or its agents to fully comply with the terms and conditions of this Agreement, including those concerning compliance with Environmental Laws or (c) assertions under Worker's Compensation or similar laws made by persons furnished by Buyer. Seller shall promptly notify Buyer of any written claim, loss or demand for which Buyer is responsible under this Clause.

6. If, for any reason, Buyer removes, modifies or disposes of the Telecommunication Facilities, then it will do so safely and in accordance with all Environmental Laws and standards, and will do no damage to other property or Facilities owned by Seller or third parties.

BUYER EXPRESSLY ASSUMES ALL LIABILITIES THAT MAY ARISE FROM THE HANDLING, PROCESSING, REMOVAL OR OTHER USE OF THE FACILITIES, INCLUDING THOSE ARISING UNDER THE ENVIRONMENTAL LAWS.

7. This Agreement does not transfer any rights, licenses or other interests in any easement, right of way, license or other property right or interest associated with the Facilities and Seller expressly retains all such rights, licenses and interests.

\_\_\_\_\_  
**Authorized Clark Energy Signature**

\_\_\_\_\_  
**Authorized Buyer Signature and  
Company Name**

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by: Billy O. Frasure  
Name/Title: Billy O. Frasure / V.P. Finance and Office Services

N

**CLARK ENERGY COOPERATIVE**


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**APPENDIX D – PERFORMANCE BONDS**

A performance bond in the amount of \$10,000 or \$75 per Attachment, whichever is greater, is required for all intended attachers operating or seeking to operate facilities which deliver service to the public. Total bond value may be revised anytime the annual count changes by plus or minus 250 attachments or after any pole attachment audit/inventory count.

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Issue Date: February 28, 2022  
Effective Date: March 31, 2022

Issued by:   
Name/Title: Billy O. Frasure – V.P. Finance and Office Services



**CLARK ENERGY COOPERATIVE**

**APPENDIX E – FEES AND CHARGES**

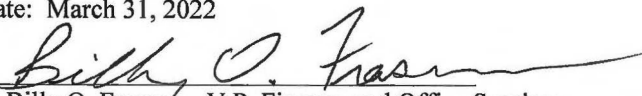
Licensee shall pay to Cooperative the fees and charges and shall comply with the terms and conditions specified in the Schedule. Unless otherwise expressly provided, Licensee shall pay any invoice it receives from Cooperative pursuant to this Schedule within 30 calendar days after Licensee is presented with the invoice. Any balance that remains unpaid after its due date shall bear interest at the rate of one and a half percent (1.5%) per month until paid, or if one and a half percent (1.5%) exceeds the maximum rate allowed by law, then at the maximum rate allowed by law.

The estimated cost of a survey utilizing Applicant\Licensee provided construction plans, drawings, and maps conducted by Cooperative under this Schedule, on a per-pole basis, is \$38.40. Actual survey costs may differ from this estimate and will be the responsibility of the Licensee, consistent with the terms of this Schedule.

Cooperative will invoice Licensee in arrears with respect to amounts owed annually for each of Licensee's Attachments, at the following rates for each full or partial year:

| <u>Attachment Classification</u> | <u>Annual Attachment Rate</u> |
|----------------------------------|-------------------------------|
| Two-Party Poles                  | \$ 5.91 per Attachment        |
| Three-Party Poles                | \$ 4.59 per Attachment        |
| Two-Party Anchors                | \$11.37 per Attachment        |
| Three-Party Anchors              | \$7.50 per Attachment         |

Issue Date: February 28, 2022  
Effective Date: March 31, 2022

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