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February 24, 2022

OF COUNSEL
STEPHEN D. GRAY

VIA ELECTRONIC TARIFF FILING SYSTEM

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

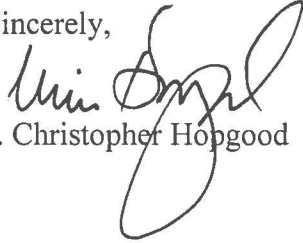
RE: Schedule PA – Pole Attachments (*new*)
[Schedule CATV] (*withdraw/delete*)

Dear Executive Director Bridwell:

Pursuant to 807 KAR 5:015, Kenergy Corp., hereby files 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. 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,


J. Christopher Hopgood

Enclosures

February 24, 2022

VIA U.S. MAIL

[Customer Name & Address]

RE: Schedule 76 – Pole Attachments (*new*)
[Schedule 76 (CATV) (*withdraw/delete*)

Dear Customer:

PLEASE TAKE NOTICE that, on this same date, Kenergy Corp. (“Kenergy”) filed with the Kentucky Public Service Commission its new *Schedule PA – Pole Attachments*, intended to replace existing *Schedule 76*. 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 76 – Pole Attachments* reflects updated terms and conditions governing access and attachments to Kenergy’s poles and facilities. These terms and conditions are those proposed by Kenergy, but the Kentucky Public Service Commission may order terms and conditions that differ from those proposed. Kenergy does not, at this time, propose to adjust the annual rates presently paid by customers under outgoing [*Schedule 76*].

A person may examine this tariff filing: (i) at the offices of Kenergy located at , 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.

Respectfully,

J. Christopher Hopgood
Counsel for Kenergy Corp.

INDEX

| | | | |
|---|-----|-----------------------------------------------------------------|----------------------|
| | 30. | Non-FAC Purchased Power Adjustment Rider | 30- 30A |
| | 31. | Future Use..... | 31 |
| | 32. | Special Charges | 32 – 32B |
| | | (Exhibit A, B & C) | |
| | 33. | Smelter Customers Served Under Special Contracts..... | 33 – 33B |
| | | (Class A) | |
| | 34. | Large Industrial Customers Served Under Special Contracts | 34 – 34B |
| | | (Dedicated Delivery Points – Class B) | |
| | 35. | Large Industrial Customers Served Under Special Contracts | 35 – 35B |
| | | (Dedicated Delivery Points – Class C) | |
| T | 36. | Future Use..... | 36 – 40 |
| N | 41. | Large Industrial Expansion..... | 41 - 41F |
| | 42. | Voluntary Price Curtailable Service Rider | 42 – 42C |
| | 43. | Small Power Production or Cogeneration (Under 100 KW) | 43 |
| | | (Customer Sells Power to Kenergy) | |
| | 44. | Small Power Production or Cogeneration (Over 100 KW) | 44 – 44C |
| | | (Customer Sells Power to Big Rivers) | |
| | 45. | Small Power and Cogeneration (Over 100 KW) | 45 – 45H |
| | | (Customer Buys Power from Kenergy) | |
| | 46. | Net Metering | 46 – 46Z |
| | 47 | Future Use..... | 47 - 75 |
| | 76. | Cable Television Attachment Tariff | 76 – 76F |
| | | | Exhibit A |
| | 77. | Future Use..... | 77 - 99 |

RULES AND REGULATIONS

| | | | |
|--|------|-----------------------------------------|-----|
| | 100. | Residential Member Bill of Rights | 100 |
| | 101. | Scope..... | 101 |



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fourth Revised SHEET NO. 76

CANCELLING PSC NO. 2

Third Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76—Cable Television Attachment Tariff

APPLICABLE

To ~~entire territory served by Kenergy and on poles owned and used by Kenergy for its electric plant.~~

AVAILABLE

To ~~all qualified CATV operators having the right to receive service.~~

RENTAL CHARGE

The annual rental charges shall be as follows:

| | |
|------------------------------------|---------|
| Two-Party Pole Attachment | \$ 6.10 |
| Three-Party Pole Attachment | \$ 4.76 |
| Two-Party Anchor Attachment..... | \$16.11 |
| Three-Party Anchor Attachment..... | \$10.74 |

BILLING

Rental charges shall be billed annually, in succeeding year, based on the total number of pole attachments and anchors in place as of end of the preceding calendar year, and shall be due and payable on or before the date specified thereon. The rental charges are net, the gross being five percent (5%) greater. Failure to pay when due shall require the issuance of a notice of intent to discontinue service. Failure of the CATV operator to receive a bill or a correctly calculated bill shall not relieve the CATV operator of its obligation to pay for the service it has received.

SPECIFICATIONS

A. The attachment to poles covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code, current edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

B. The strength of poles covered by this agreement shall meet the design requirements specified by the National Electrical Safety Code.

DATE OF ISSUE July 13, 2021
Month / Date / Year

DATE EFFECTIVE June 24, 2021
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2021-00066 DATED June 24, 2021

D



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 76A

CANCELLING PSC NO. 1

SHEET NO. _____

CLASSIFICATION OF SERVICE

Schedule 76—Cable Television Attachment Tariff

D

ESTABLISHING POLE USE

A. ~~Before a CATV operator shall make use of any of the facilities of Kenergy under this tariff, it shall notify Kenergy in writing of its intent and shall comply with the procedures established by Kenergy. The CATV operator shall furnish Kenergy detailed construction plans and drawings for each pole, together with necessary maps indicating the specific poles of Kenergy upon which attachments are proposed, the number and character of the attachments to be placed on such poles, and rearrangements of Kenergy's fixtures and equipment for such attachment, any relocation or replacements of existing poles, and any additional poles required by CATV.~~

~~Kenergy shall, on the basis of such detailed construction plans and drawings, submit to the CATV operator a cost estimate (including overhead and less salvage value of materials) of all changes that may be required in each pole. Upon payment by the CATV operator to Kenergy, Kenergy shall proceed with the necessary changes in facilities. Upon completion of all changes by Kenergy, the CATV operator shall pay to Kenergy the actual cost of making such changes, with the obligation hereunder not limited to amounts shown on estimates for such work made by Kenergy hereunder. Upon said payment, the CATV operator shall have the right hereunder to make attachments in accordance with the terms of this tariff. The CATV operator shall, at its own expense, make attachments in such a manner as not to interfere with the service continuity of Kenergy.~~

~~B. Any reclearing of existing right of way and any tree trimming necessary for the establishment of pole attachments hereunder shall be performed by the CATV operator to Kenergy standards.~~

~~C. All poles to which attachments have been made under this tariff shall remain the property of Kenergy, and any payments made by the CATV operator for changes in facilities shall not entitle the CATV operator to the ownership of any of said facilities.~~

~~D. Any changes necessary for the correction of a substandard installation made by the CATV operator, where notice of intent had not been requested, shall be billed at rate equal to twice the charges that would have been imposed if the attachment had been properly authorized.~~

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2008-00323 DATED January 29, 2009



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 76B

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE

Schedule 76—Cable Television Attachment Tariff

D

EASEMENTS AND RIGHT-OF-WAY

A. — Kenergy does not warrant nor assure to the CATV operator any right-of-way privileges or easements. Should the CATV operator at any time be prevented from placing or maintaining its attachments on Kenergy's poles due to conditions or circumstances beyond Kenergy's control or because of the inability of the CATV operator to make and maintain such attachments, no liability on account thereof shall attach to Kenergy. Each party shall be responsible for obtaining its own easements and right-of-way.

MAINTENANCE OF POLES, ATTACHMENTS AND OPERATION

A. — When right-of-way considerations or other public regulations or authorities make relocation or replacement of any Kenergy pole or poles necessary, Kenergy shall make such relocation or replacement at its own expense and each party shall bear the cost of transferring its respective attachments.

B. — Whenever changes in Kenergy's facilities necessitate replacement or relocation of CATV attachments, Kenergy shall, except in emergency situations, give the CATV operator reasonable advance notice thereof, but not less than 48 hours, of the date and time of such proposed replacement or relocation. If the CATV operator fails to make the transfer of its facilities at the specified time, CATV shall thereupon assume ownership of and sole responsibility for the ultimate disposition of any facilities being vacated by Kenergy if CATV is the last remaining party occupying such facilities. Should Kenergy elect to transfer any of CATV's facilities to a new or relocated facility, Kenergy may bill CATV operator for the cost of any such transfer.

C. — Any existing or subsequent attachment of CATV, which does not conform to the specifications set out in this tariff, shall be brought into conformity herewith as soon as practical. Kenergy reserves the right to inspect each new installation of the CATV operator on its poles and in the vicinity of its lines or appurtenances. However, failure to inspect shall not operate to relieve the CATV operator of any responsibility, obligation or liability assumed under this tariff.

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY (Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2008-00323 DATED January 29, 2009



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 76C

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE

Schedule 76—Cable Television Attachment Tariff

D

D. Kenergy reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its own service requirements, but in accordance with the specifications hereinbefore referred to. Kenergy shall not be liable to the CATV operator for any interruption of service of CATV operator or for interference with the operation of its cables, wires and appliances arising in any manner out of the use of Kenergy's facilities hereunder.

Kenergy shall exercise reasonable care to avoid damaging the facilities of the CATV operator, make an immediate report to the CATV operator of the occurrence of any such damage caused by its employees, agents or contractors, and except for removal for non-payment or for failure to post or maintain the required "Performance Bond", agrees to reimburse the CATV operator for all reasonable cost incurred by the CATV operator for the physical repair of facilities damaged by the negligence of Kenergy.

INSPECTIONS

A. Periodic Inspection: Any unauthorized or unreported attachment made by CATV operator will be billed at a rate of two times the amount that would have been due had the installations been made the day after the last previously required inspection.

B. Make-Ready Inspection: Any "make-ready" inspection or "walk-through" inspection required of Kenergy will be paid for by the CATV operator at a rate equal to Kenergy's actual expenses, plus appropriate overhead charges.

INSURANCE OR BOND

A. The CATV operator agrees to defend, indemnify and save harmless Kenergy from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including, but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment therefore, by reason of a) injuries or deaths to persons, b) damages to or destruction of properties, e) pollutions, contaminations of or other adverse effects on the environment or d) violations of governmental laws, regulations, or orders whether suffered directly by Kenergy individually, or indirectly

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY (Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2008-00323 DATED January 29, 2009



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 76D

CANCELLING PSC NO. 1

SHEET NO. 76D

CLASSIFICATION OF SERVICE

Schedule 76—Cable Television Attachment Tariff

D

~~by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of the CATV operator, its employees, agents, or other representatives or from their presence on the premises of Kenergy, either solely or in concurrence with any alleged joint negligence of Kenergy. Kenergy shall be liable for sole active negligence.~~

~~B. The CATV operator will provide coverage from a company authorized to do business in the Commonwealth of Kentucky:~~

- ~~1. Protection for its employees to the extent required by Worker's Compensation Law of Kentucky.~~
- ~~2. Public Liability Coverage in a minimum amount of \$1,000,000 for each accident as to personal injury or death, and \$1,000,000 as to the property of any one person, and \$2,000,000 as to any one accident involving personal injury, death or property damage.~~

~~Before beginning operations under this tariff, the CATV operator shall cause to be furnished to Kenergy a certificate for such coverage evidencing the existence of such coverage. Each policy required hereunder shall contain a contractual endorsement written as follows:~~

~~"The insurance or bond provided herein shall also be for the benefit of Kenergy Corp., so as to guarantee, within the coverage limits, the performance by the insured of any indemnity agreement set forth in this tariff. This insurance or bond may not be cancelled for any cause without thirty (30) days advance notice being first given to Kenergy Corp."~~

CHANGE OF USE PROVISION

~~A. When Kenergy subsequently requires a change in its facilities for reasons unrelated to CATV operations, the CATV operator shall be given reasonable notice thereof, but not less than forty eight (48) hours (except in case of emergency). If the CATV operator is unable or unwilling to meet Kenergy's time schedule for such changes, Kenergy may elect to make the necessary transfers and charge the CATV operator its reasonable cost for performing these tasks.~~

DATE OF ISSUE December 2, 2011
Month / Date / Year

DATE EFFECTIVE September 1, 2011
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2011-00035 DATED November 17, 2011



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Second Revised SHEET NO. 76E

CANCELLING PSC NO. 2

First Revised SHEET NO. 76E

CLASSIFICATION OF SERVICE

Schedule 76—Cable Television Attachment Tariff

D

ABANDONMENT

A. — Should Kenergy at any time decide to abandon any facilities which CATV operator is utilizing, Kenergy shall, as soon as possible, give the CATV operator written or electronic notice to that effect, but not less than thirty (30) days prior to the date it intends to abandon such pole. If, at the expiration of said period, Kenergy has no attachments on such facilities, but the CATV operator shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of the CATV operator, and the CATV operator shall assume and save harmless Kenergy from all obligation, liability, damages, cost, expenses or charges incurred thereafter; and shall pay Kenergy for such facilities an amount equal to Kenergy's depreciated cost thereof. Kenergy shall further evidence transfer to the CATV operator of title to facilities by means of a bill of sale.

B. — The CATV operator may at any time abandon the use of the attached facilities by giving due notice thereof in writing to Kenergy and by removing therefrom any and all attachments it may have thereon. The CATV operator shall in such case be responsible for payment to Kenergy of the rental for said facilities for the then current billing period.

C. — A CATV operator shall not assign, transfer, sublease or resell the rights of attachment hereby granted to it, or the right to use the facilities so attached to Kenergy's poles, without prior consent in writing of Kenergy. Upon notice, Kenergy may, at its discretion, conduct a field investigation of all CATV attachments to determine compliance. Transfer will not be approved by Kenergy until deficiencies are corrected.

RIGHTS OF OTHERS

A. — Upon notice from Kenergy to the CATV operator that the use of any facilities is forbidden by municipal or other public authorities or by property owners, the permit governing the use of such facilities shall immediately terminate and the CATV operator shall remove its facilities from Kenergy's affected facilities at once. No refund of annual rental will be made under these circumstances.

PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said attached facilities, but any tax, fee, or charge levied on Kenergy's facilities solely because of their use by the CATV operator shall be paid by the CATV operator.

DATE OF ISSUE December 2, 2011
Month / Date / Year

DATE EFFECTIVE September 1, 2011
Month / Date / Year

ISSUED BY (Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2011-00035 DATED November 17, 2011



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 76F

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE

Schedule 76—Cable Television Attachment Tariff

D

BOND OR DEPOSITOR PERFORMANCE

A. The CATV operator shall furnish bond or satisfactory evidence of contractual insurance coverage for the purposes hereinafter specified in the amount of twenty five thousand dollars (\$25,000), until such time as the CATV operator shall occupy twenty five hundred (2,500) poles of Kenergy and thereafter the amount thereof shall be increased to increments of one thousand dollars (\$1,000), for each one hundred (100) poles (or fraction thereof) occupied by the CATV operator, evidence of which shall be presented to Kenergy fifteen (15) days prior to beginning construction. Such bond or insurance shall contain the provision that it shall not be terminated prior to six (6) months after receipt by Kenergy of written notice of the desire of the Bonding or Insurance Company to terminate such bond or insurance. Upon receipt of such notice, Kenergy shall request the CATV operator to immediately remove its cables, wires, and all other facilities from all poles of Kenergy. If the CATV operator should fail to complete the removal of all its facilities from the poles of Kenergy within thirty (30) days after receipt of such request from Kenergy, then Kenergy shall have the right to remove them at the cost and expense of the CATV operator and without being liable for any damage to the CATV operator's wires, cables, fixtures, or appurtenances. Such bond or insurance shall guarantee the payment of any sums which may become due to Kenergy for rentals, inspections or work performed for the benefit of the CATV operator under this tariff, including the removal of attachments upon termination of service by any of its provisions.

B. After the CATV operator has been a customer of Kenergy and not in default for a period of two years, Kenergy shall reduce the bond by 50%, or at Kenergy's option, require a deposit in keeping with 807 KAR 5:006, Section 7.

USE OF ANCHORS

Kenergy reserves the right to prohibit the use of any existing or future anchors by CATV operator where conditions warrant such action.

DISCONTINUANCE OF SERVICE

A. Kenergy may refuse or discontinue serving an applicant or customer under the conditions set out in 807 KAR 5:006 Section 11(1) and (2).

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY (Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2008-00323 DATED January 29, 2009



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fourth Revised SHEET NO. 76 (Exh. A) (Page 1 of 3)

CANCELLING PSC NO. 2

Third Revised SHEET NO. 76 (Exh. A) (Page 1 of 3)

CLASSIFICATION OF SERVICE

Schedule 76 - Cable Television Attachment Tariff

CALCULATION OF ANNUAL POLE ATTACHMENT CHARGE

1. Annual Attachment Charge Two-Party Pole

Annual Charge = [weighted avg. cost x .85 n/a] x annual carrying charge x .1224

Annual Charge = \$502.02 x .85 x 11.68% x .1224

Annual Charge = \$6.10

2. Annual Attachment Charge Three-Party Pole

Annual Charge = [weighted avg. cost x .85 n/a] x annual carrying charge x .0759

Annual Fixed = \$621.29 x .85 x 11.68% x .0759

Annual Charge = \$4.76

1 Weighted Average Cost for Poles Determined as follows:

35' - 40' Poles = installed plant cost at 12/31/19 of \$36,261,203 ÷ 72,230 poles; or an average cost of \$502.02 per pole

40' - 45' Poles = installed plant cost at 12/31/19 of \$30,862,499 ÷ 55,215 poles; or an average cost of \$631.39 per pole.

2 Reduction factor for lesser appurtenances included in pole accounts per Page 8 of PSC Order in Case No. 251.

3 Ground wire cost is not included in pole cost records, therefore, subject reduction is not applicable.

4 See Sheet 76, Exhibit A, page 3 of 3.

5 Usable space factor per Page 13 of PSC Order in Case No. 251.

DATE OF ISSUE July 13, 2021 Month / Date / Year

DATE EFFECTIVE June 24, 2021 Month / Date / Year

ISSUED BY (Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2021-00066 DATED June 24, 2021



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

~~Fourth Revised~~ SHEET NO. ~~76 (Exh. A)~~
(Page 2 of 3)

CANCELLING PSC NO. 2

~~Third Revised~~ SHEET NO. ~~76 (Exh. A)~~
(Page 2 of 3)

CLASSIFICATION OF SERVICE

Schedule 76—Cable Television Attachment Tariff

D

CALCULATION OF ANNUAL ANCHOR ATTACHMENT CHARGE

1. ~~Annual Attachment Charge—Two-Party Anchor~~

~~Annual Charge = [weighted average cost x annual carrying charge]~~
 ~~$\frac{-/1}{2}$~~

~~Annual Charge = $\frac{\$275.86 \times 11.68\%}{2}$~~

~~Annual Charge = \$16.11~~

2. ~~Annual Attachment Charge—Three-Party Anchor~~

~~Annual Charge = [weighted average cost x annual carrying charge]~~
 ~~$\frac{-/1}{3}$~~

~~Annual Charge = $\frac{\$275.86 \times 11.68\%}{3}$~~

~~Annual Charge = \$10.74~~

~~/1~~ Weighted Average Cost for Anchors Determined as follows:

~~Installed plant cost of all anchors \$29,042,721 ÷ 106,279 anchors; or an average cost of \$275.86 per anchor as of 12/31/19.~~

~~/2~~ See Sheet 76, Exhibit A, page 3 of 3.

DATE OF ISSUE July 13, 2021
Month / Date / Year

DATE EFFECTIVE June 24, 2021
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ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2021-00066 DATED June 24, 2021



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fourth Revised SHEET NO. 76 (Exh. A)
(Page 3 of 3)

CANCELLING PSC NO. 2

Third Revised SHEET NO. 76 (Exh. A)
(Page 3 of 3)

CLASSIFICATION OF SERVICE

Schedule 76—Cable Television Attachment Tariff

D

PSC ADMINISTRATIVE CASE NO. 251

| | <u>Percent</u> | <u>Pro forma</u> | <u>Pro forma</u> |
|------------------------------------------------|----------------|--------------------------------------|------------------|
| 1. <u>Cost of Money:</u> | | <u>Margins</u> | <u>Interest</u> |
| Rate of Return as proposed Case No. 2021-00066 | 3.79% | (<u>\$3,865,306 + \$3,980,637</u>) | |
| Times Net to Gross Ratio | <u>.60*</u> | <u>\$207,205,164</u> | = 3.79% |
| Adjusted Rate of Return | <u>2.27%</u> | <u>Net Investment Rate Base</u> | |

2. Pro forma Operations and Maintenance Expense per Exhibit 9

$$\frac{\$14,734,681}{\$342,332,886} \times 100 = 4.30\%$$

3. Pro forma Depreciation Expense per Exhibit 9:

$$\frac{\$13,694,119}{\$342,332,886} \times 100 = 4.00\%$$

4. Pro forma General Administrative Expense per Exhibit 9:

$$\frac{\$3,786,249}{\$342,332,886} \times 100 = 1.11\%$$

$$\text{Annual Carrying Charges} = 11.68\%$$

* Net Plant Investment \$204,881,907 = 60%
Gross Plant Investment \$342,332,886 (12/31/19)

DATE OF ISSUE July 13, 2021
Month / Date / Year

DATE EFFECTIVE June 24, 2021
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2021-00066 DATED June 24, 2021

INDEX

| | | | |
|-------------------------------------|------|-----------------------------------------------------------------|----------|
| | 30. | Non-FAC Purchased Power Adjustment Rider | 30- 30A |
| | 31. | Future Use..... | 31 |
| | 32. | Special Charges | 32 32B |
| | | (Exhibit A, B & C) | |
| | 33. | Smelter Customers Served Under Special Contracts..... | 33 - 33B |
| | | (Class A) | |
| | 34. | Large Industrial Customers Served Under Special Contracts | 34 - 34B |
| | | (Dedicated Delivery Points - Class B) | |
| | 35. | Large Industrial Customers Served Under Special Contracts | 35 - 35B |
| | | (Dedicated Delivery Points - Class C) | |
| T | 36. | Future Use..... | 36 - 40 |
| N | 41. | Large Industrial Expansion..... | 41 - 41F |
| | 42. | Voluntary Price Curtailable Service Rider | 42 42C |
| | 43. | Small Power Production or Cogeneration (Under 100 KW)..... | 43 |
| | | (Customer Sells Power to Kenergy) | |
| | 44. | Small Power Production or Cogeneration (Over 100 KW)..... | 44 - 44C |
| | | (Customer Sells Power to Big Rivers) | |
| | 45. | Small Power and Cogeneration (Over 100 KW)..... | 45 - 45H |
| | | (Customer Buys Power from Kenergy) | |
| | 46. | Net Metering | 46 - 46Z |
| | 47. | Future Use..... | 47 - 75 |
| | 76. | Pole Attachment Tariff..... | 76 |
| | 77. | Future Use..... | 77 - 99 |
| <u>RULES AND REGULATIONS</u> | | | |
| | 100. | Residential Member Bill of Rights..... | 100 |
| | 101. | Scope..... | 101 |



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 1)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE
Schedule 76 - Pole Attachment Tariff

ARTICLE I - OVERVIEW

APPLICABLE

To all territory 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 (template)
APPENDIX D - Performance Bond
APPENDIX E - Fees and Charges

DATE OF ISSUE February 28, 2022
Month / Date - Year

DATE EFFECTIVE March 31, 2022
Month / Date - Year

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Fifth Revised SHEET NO. 76 (Page 2)
CANCELLING PSC NO. 1
Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE
Schedule 76 - Pole Attachment Tariff

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.

DATE OF ISSUE February 28, 2022
Month / Date Year
DATE EFFECTIVE March 31, 2022
Month / Date Year
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(Signature of Officer)
TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 3)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

- 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. **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.
- O. **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 accommodate additional wire or cable communications facility capacity. An Overlash does not include a mid-span installation.

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

ISSUED BY 
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TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Fifth Revised SHEET NO. 76 (Page 4)
CANCELLING PSC NO. 1
Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE
Schedule 76 - Pole Attachment Tariff

- P. Permit means authorization from Cooperative to the Licensee to attach an Attachment pursuant to this Schedule.
Q. 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).
R. Rearrange or Rearrangement is the moving of Attachments from one position to another on a Pole.
S. 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.
T. 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.
U. 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).
V. 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.
W. Supply Space is the following described space:
1. For Cooperative, the uppermost six and a half (6 1/2) 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 Safety Zone. The Supply Space shall provide at all times the minimum clearance required by the specifications

DATE OF ISSUE February 28, 2022
Month / Date / Year
DATE EFFECTIVE March 31, 2022
Month / Date / Year
ISSUED BY [Signature]
(Signature of Officer)
TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED
 Community, Town or City
 PSC NO. 2
Fifth Revised SHEET NO. 76
 (Page 5)
 CANCELLING PSC NO. 1
Fourth Revised SHEET NO. 76

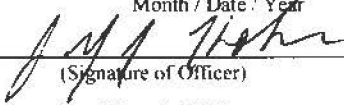
CLASSIFICATION OF SERVICE
Schedule 76 – Pole Attachment Tariff

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.
- X. **Transfer** is the removal of Attachments from one Pole and the placement of them or substantially identical Attachments upon another Pole.
- Y. **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 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

DATE OF ISSUE February 28, 2022
 Month / Date / Year
 DATE EFFECTIVE March 31, 2022
 Month / Date / Year
 ISSUED BY 
 (Signature of Officer)
 TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. _____ DATED _____



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 6)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

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(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED
 Community, Town or City
 PSC NO. 2
Fifth Revised SHEET NO. 76
 (Page 7)
 CANCELLING PSC NO. 1
Fourth Revised SHEET NO. 76

| |
|---------------------------------------------|
| CLASSIFICATION OF SERVICE |
| Schedule 76 – Pole Attachment Tariff |

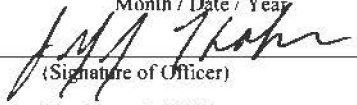
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ARTICLE IV – ESTABLISHING ATTACHMENTS TO POLES

- 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.
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.
 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

DATE OF ISSUE February 28, 2022
 Month / Date / Year

DATE EFFECTIVE March 31, 2022
 Month / Date / Year

ISSUED BY 
 (Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. _____ DATED _____



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 8)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE
Schedule 76 - Pole Attachment Tariff

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.1 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. 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 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.

1 NTD: Per Section 4(6) of the Pole Attachment Regulation, A utility's tariff may require prepayment of the costs of surveys made to review a pole attachment application, or some other reasonable security or assurance of credit worthiness, before a utility shall be obligated to conduct surveys pursuant to this section. If a Cooperative requires prepayment, a per-pole estimate of costs must be included in the tariff and the payment of estimated costs shall satisfy any requirement that survey costs be prepaid.

DATE OF ISSUE February 28, 2022
Month Date Year

DATE EFFECTIVE March 31, 2022
Month Date Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 9)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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

DATE OF ISSUE February 28, 2022
Month / Date / Year

DATE EFFECTIVE March 31, 2022
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 10)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

N

- 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 (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;

DATE OF ISSUE February 28, 2022
Month / Date / Year

DATE EFFECTIVE March 31, 2022
Month / Date / Year

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 11)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

- 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.
- b. 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

DATE OF ISSUE February 28, 2022
Month / Date / Year

DATE EFFECTIVE March 31, 2022
Month / Date / Year

ISSUED BY *[Signature]*
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 12)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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.

- c. 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

- 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

DATE OF ISSUE February 28, 2022
Month / Date / Year

DATE EFFECTIVE March 31, 2022
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

N



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 13)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE
Schedule 76 - Pole Attachment Tariff

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.

- 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.

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 conduct.

DATE OF ISSUE February 28, 2022
Month / Date / Year

DATE EFFECTIVE March 31, 2022
Month / Date / Year

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 14)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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.

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

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(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 15)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

N

- 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

DATE OF ISSUE February 28, 2022
Month / Date / Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

ISSUED BY 
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 16)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

immediate notice to the other party of its determination and the impacted Poles. All 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.

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 17)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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.

- 2. Following receipt of the notice described in the preceding subsection, Cooperative may determine the proposed overloading 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 overload within the 30-day advance notice period. In such event, the party seeking to overload 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 overloading 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 overloading, or if overloading work causes safety or engineering standard violations, then the overloading party shall be fully responsible at its expense for any necessary repairs.
4. An overloading party shall notify Cooperative within fifteen (15) days of completion of the overload on a particular pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the overload. Cooperative shall have fourteen (14) days after completion of its inspection to notify the overloading party of any damage or code violations caused by the overload. If Cooperative discovers damage or code violations caused by the overload on equipment belonging to Cooperative, then Cooperative will inform the overloading party and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill the overloading party for the reasonable costs related to fixing the damage or code violations or require the overloading party to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Overloading parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overloading activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of overlashed

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

ISSUED BY (Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 18)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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.

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,

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 19)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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 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

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

ISSUED BY (Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 20)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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 Cooperative or 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 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.

DATE OF ISSUE February 28, 2022
Month / Date / Year

DATE EFFECTIVE March 31, 2022
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 21)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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 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

DATE OF ISSUE February 28, 2022
Month / Date / Year

DATE EFFECTIVE March 31, 2022
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 22)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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 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

DATE OF ISSUE February 28, 2022
Month / Date / Year

DATE EFFECTIVE March 31, 2022
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 23)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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) 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 (90th) 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.
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 shall be removed and retained by the Cooperative.
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.

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 24)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

- 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 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.

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

ISSUED BY [Signature] (Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 25)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

- 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.

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, along with supporting engineering design data for each Unauthorized Attachment. If, upon review of Appendix A:

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 26)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

- 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.

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

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 27)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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.

- 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.

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.

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 28)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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.

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

DATE OF ISSUE February 28, 2022
Month / Date / Year

DATE EFFECTIVE March 31, 2022
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 29)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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, facsimile, 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.

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

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____



Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Fifth Revised SHEET NO. 76 (Page 30)
CANCELLING PSC NO. 1
Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE
Schedule 76 - Pole Attachment Tariff

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.

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 jurisdiction in which it was formed; (ii) enjoy full authority to enter into and perform its obligations pursuant to this Schedule... B. Licensee shall comply with all federal, state, and local rules and ordinances.

DATE OF ISSUE February 28, 2022
Month / Date / Year
DATE EFFECTIVE March 31, 2022
Month / Date / Year
ISSUED BY [Signature]
(Signature of Officer)
TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 31)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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.

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 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.

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 32)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

- 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 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**

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 33)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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.

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.

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

ISSUED BY (Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 34)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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.

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.

DATE OF ISSUE February 28, 2022
Month / Date / Year

DATE EFFECTIVE March 31, 2022
Month / Date / Year

ISSUED BY (Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 35)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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,

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

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(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 36)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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.

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.

DATE OF ISSUE February 28, 2022

Month / Date Year

DATE EFFECTIVE March 31, 2022

Month / Date Year

ISSUED BY [Signature]

(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 37)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE
Schedule 76 - Pole Attachment Tariff

APPENDIX A - APPLICATION / REQUEST TO ATTACH

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

SECTION 1 - REQUEST FOR APPROVAL TO PLACE ATTACHMENTS ON A POLE (to be completed by Licensee)

Table with columns: Company, Project, Request Date, Name, Title, Phone, Email, Signature, Poles with Attachments, Estimated Construction Dates, Fees Submitted, Added, Removed, Overlashed, Modified, Start, Completion, Application, Other. Includes checkboxes for One Touch Make-Ready and Make Ready Anticipated.

Location of Attachment Request (Street Address and Coordinates (Lat, Long)):

Checklist of Attached Documents (Containing Licensee Job #):

- Appendix A OTMR Addendum selected contractors (if applicable)
Detailed construction plans, drawings, and maps consistent with Appendix B
Spreadsheet, containing the following:
Poles that we wish to use (number, Lat, Long)
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
Relocations or replacements of poles
Rearrangements of fixtures and equipment necessary
Additional poles required

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.

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

Table with columns: Response Date, Name, Title, Phone, Email, Request Response, Utility Make Ready Construction Required?, Total Estimated Cost to Licensee, Permit #, If denied, reason for denial.

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

DATE OF ISSUE February 28, 2022
Month / Date / Year

DATE EFFECTIVE March 31, 2022
Month / Date / Year

ISSUED BY (Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 38)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE
Schedule 76 - Pole Attachment Tariff

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 # (to be completed by Cooperative)

SECTION 3 - OTMR Contractor Information

Table with 4 columns: OTMR Survey Contractor, OTMR Make Ready Contractor, Company, Survey Date, Point of Contact Name, Title, Phone, Email.

Existing Attacher Information

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

Table with 3 columns: Attacher, Point of Contact, Phone or Email.

OTMR Transfer Work Information

Table with 2 columns: Field Supervisor (Title, Phone, Email, Estimated Crew Size), Additional Comments.

By submitting this application, I fully and completely understand the One-Touch 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:

DATE OF ISSUE February 28, 2022
Month / Date / Year

DATE EFFECTIVE March 31, 2022
Month / Date / Year

ISSUED BY (Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 39)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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.

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 40)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

C. Anchors and Guys

- 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 anchor Cooperative's 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 the confirmation that the design is in accordance with pole strength requirements of the NESC, including but not limited to pole loading analysis, 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.

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 41)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

- 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 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.

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 42)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

APPENDIX C – BILL OF SALE (template)

BILL OF SALE

Agreement made this day of , 20 , by and between, a company/corporation with a principal office in, hereinafter called Buyer, and , a company/corporation, with a principal office in , authorized to do and doing business in, 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, (State):

Table with 3 columns: Quantity, Description, Location (address, lat/long, etc.)

Additional locations on attached

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 TELECOMMUNICATIONS FACILITIES.
3. BUYER UNDERSTANDS THAT THE SELLER'S FACILITIES MAY CONTAIN PRESERVATIVES OR OTHER HAZARDOUS MATERIALS. BUYER REPRESENTS AND

DATE OF ISSUE February 28, 2022
Month / Date / Year

DATE EFFECTIVE March 31, 2022
Month / Date / Year

ISSUED BY (Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 43)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

WARRANTS THAT IT WILL HANDLE AND TREAT SUCH FACILITIES, INCLUDING BUT NOT LIMITED TO, THE FACILITIES CONTAINING LEAD, IN COMPLIANCE WITH 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 Telecommunication 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 TELECOMMUNICATION 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 Telecommunications Facilities and Seller expressly retains all such rights, licenses and interests.

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

ISSUED BY (Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 44)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

APPENDIX D – PERFORMANCE BONDS

A performance bond in the amount of \$25,000 or \$50 per Attachment, whichever is greater, is required for all intended attachers operating or seeking to operate facilities which deliver service to the public.

DATE OF ISSUE February 28, 2022

Month / Date Year

DATE EFFECTIVE March 31, 2022

Month / Date Year

ISSUED BY 

(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 45)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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 conducted by Cooperative under this Schedule is \$16.45 per pole for labor costs and \$5.85 per application for vehicle cost.² Actual survey costs may differ from this estimate and will be the responsibility of the Licensee, consistent with the terms of this Schedule.

Per-Pole Survey Cost:

| | |
|-----------------------------------------------------------------|------------------------|
| Direct Labor Charge | = \$38.71 / hr. |
| Non-Working Hourly Amount = \$38.71 x 14.23% | = \$ 5.51 / hr. |
| <u>Other Cost Based on Reg. Labor Worked = \$38.71 x 55.78%</u> | <u>= \$21.59 / hr.</u> |
| Total Cost per Hour | = \$65.81 / hr. |
| <u>Average Time to Survey Each Pole is 15 minutes</u> | <u>x .25 hrs.</u> |
| Total Labor Costs | = \$16.45 per pole |

Per Application Vehicle Cost

2022 IRS Mileage Rate of \$0.585 x 10 miles average per application = \$5.85 per application

² [See footnote 1, above.]

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 46)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

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

ANNUAL RENTAL CHARGE:

- Two-Party Pole Attachment.....\$ 6.10
- Three-Party Pole Attachment.....\$ 4.76
- Two-Party Anchor Attachment.....\$16.11
- Three-Party Anchor Attachment.....\$10.74

DATE OF ISSUE February 28, 2022

Month / Date / Year

DATE EFFECTIVE March 31, 2022

Month / Date / Year

ISSUED BY 

(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 47)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

CALCULATION OF ANNUAL POLE ATTACHMENT CHARGE

1. Annual Attachment Charge – Two-Party Pole

$$\text{Annual Charge} = [\text{weighted avg. cost} \times .85 - n/a] \times \text{annual carrying charge} \times .1224$$

$$\text{Annual Charge} = \$502.02 \times .85 \times 11.68\% \times .1224$$

$$\text{Annual Charge} = \$6.10$$

2. Annual Attachment Charge – Three-Party Pole

$$\text{Annual Charge} = [\text{weighted avg. cost} \times .85 - n/a] \times \text{annual carrying charge} \times .0759$$

$$\text{Annual Fixed} = \$621.29 \times .85 \times 11.68\% \times .0759$$

$$\text{Annual Charge} = \$4.76$$

/1 Weighted Average Cost for Poles Determined as follows:

35'-40' Poles = installed plant cost at 12/31/19 of \$36,261,203 ÷ 72,230 poles; or an average cost of \$502.02 per pole

40'-45' Poles = installed plant cost at 12/31/19 of \$30,862,499 ÷ 55,215 poles; or an average cost of \$631.39 per pole.

/2 Reduction factor for lesser appurtenances included in pole accounts per Page 8 of PSC Order in Case No. 251.

/3 Ground wire cost is not included in pole cost records, therefore, subject reduction is not applicable.

/4 See Sheet 76, Exhibit A, page 3 of 3.

/5 Usable space factor per Page 13 of PSC Order in Case No. 251.

DATE OF ISSUE February 28, 2022
Month / Date Year

DATE EFFECTIVE March 31, 2022
Month / Date Year

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TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 48)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE

Schedule 76 – Pole Attachment Tariff

CALCULATION OF ANNUAL ANCHOR ATTACHMENT CHARGE

1. Annual Attachment Charge – Two-Party Anchor

$$\text{Annual Charge} = \frac{\frac{1}{2} [\text{weighted average cost} \times \text{annual carrying charge}]}{2}$$

$$\text{Annual Charge} = \frac{\$275.86 \times 11.68\%}{2}$$

$$\text{Annual Charge} = \$16.11$$

2. Annual Attachment Charge – Three-Party Anchor

$$\text{Annual Charge} = \frac{\frac{1}{3} [\text{weighted average cost} \times \text{annual carrying charge}]}{3}$$

$$\text{Annual Charge} = \frac{\$275.86 \times 11.68\%}{3}$$

$$\text{Annual Charge} = \$10.74$$

/1 Weighted Average Cost for Anchors Determined as follows:

Installed plant cost of all anchors \$29,042,721 ÷ 106,279 anchors; or an average cost of \$275.86 per anchor as of 12/31/19.

/2 See Sheet 76, Exhibit A, page 3 of 3.

DATE OF ISSUE February 28, 2022
Month / Date / Year

DATE EFFECTIVE March 31, 2022
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 76

(Page 49)

CANCELLING PSC NO. 1

Fourth Revised SHEET NO. 76

CLASSIFICATION OF SERVICE
Schedule 76 - Pole Attachment Tariff

PSC ADMINISTRATIVE CASE NO. 251

Table with 4 columns: Item, Percent, Pro forma Margins, Pro forma Interest. Includes rows for Cost of Money, Pro forma Operations and Maintenance Expense, Pro forma Depreciation Expense, Pro forma General Administrative Expense, and Annual Carrying Charges.

DATE OF ISSUE February 28, 2022
DATE EFFECTIVE March 31, 2022
ISSUED BY [Signature]
TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED