

Denton & Keuler, LLP
ATTORNEYS AT LAW
POST OFFICE BOX 929
555 JEFFERSON STREET SUITE 301
PADUCAH, KENTUCKY 42002-0929
TELEPHONE: (270) 443-8253
FACSIMILE: (270) 442-6000
E-MAIL: dklaw@dklaw.com

RECEIVED

DEC 14 2007

PUBLIC SERVICE
COMMISSION

NOTICE

The information contained in this facsimile message is intended only for the use of the individual or entity to which it is addressed and may contain information that is legally privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return original message to us at the above address via U.S. Postal Service. THANK YOU.

TRANSMITTAL COVER SHEET

Date: 12/13/07

Name: <u>Beth O'Donnell</u>	Fax Number: <u>502-564-3410</u>
Company: <u>Public Service Commission</u>	From: <u>Done for Melissa Yates</u>
Re: <u>BRTC v. JPEC</u>	

Number of pages, including cover: 5

COMMENTS/SPECIAL INSTRUCTIONS

Notice of Filing of Second Amended tariff of JPEC

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

BALLARD RURAL TELEPHONE
COOPERATIVE CORPORATION, INC.

PSC CASE NO. 2004-00036

v.

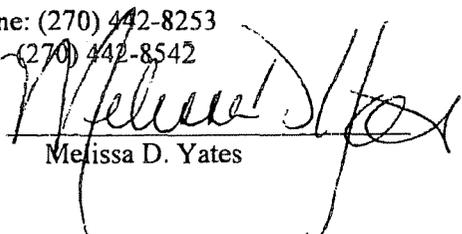
JACKSON PURCHASE ENERGY CORPORATION

**NOTICE OF FILING OF SECOND AMENDED TARIFF OF
JACKSON PURCHASE ENERGY CORPORATION**

Comes Jackson Purchase Energy Corporation ("JPEC"), by and through counsel, files herewith an original and four (4) copies of its second revised tariff for Ballard Rural Telephone Cooperative Corporation. The second revised tariff replaces pages sixty-six (66) and sixty-seven (67) of the most recent tariff filing. The revised filing deletes certain provisions which were inadvertently retained in the revised tariff. The change on page sixty-six removes the phrase "terrorist attacks" under the heading Insurance or Bond, section 1(d). The change on page sixty-seven removes the word "written" from the first sentence under the "Change of Use Provision."

Respectfully Submitted,

Denton & Keuler, LLP
PO Box 929
Paducah KY 42002-0929
Phone: (270) 442-8253
Fax: (270) 442-8542

By: 

Melissa D. Yates

I hereby certify that 10 copies of the foregoing were filed with the Public Service Commission by faxing and mailing via Federal Express to:

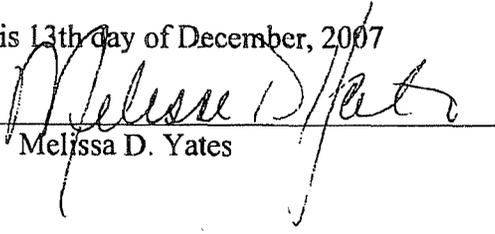
BETH O'DONNELL EXEC DIR
PUBLIC SERVICE COMMISSION
215 SOWER BLVD
P O BOX 615
FRANKFORT KY 40601
Fax: (502) 564-3460

A true and correct copy of the foregoing has been mailed to:

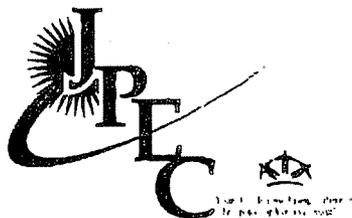
HON JOHN E. SELENT
HON HOLLY WALLACE
DINSMORE & SHOHL LLP
1400 PNC PLAZA
500 W. JEFFERSON STREET
LOUISVILLE, KY 40202

on this 13th day of December, 2007

By:



Melissa D. Yates



Jackson Purchase Energy Corp.
FOR Entire Territory Served
Community, Town or City

P.S.C. KY NO. 2

SHEET NO. 66

CANCELLING P.S.C. KY NO. Original

SHEET NO.

CLASSIFICATION OF SERVICE
BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

Inspections

- A. Periodic Inspection: Any unauthorized or unreported attachment by BRTC will be billed at a rate of two (2) times the amount equal to the rate that would have been due, had the installation been made the day after the last inspection. N
- B. Make-Ready Inspection: Any "make-ready" inspection or "walk-through" inspection required of JPEC will be paid for by BRTC at a rate equal to JPEC's actual expenses, plus appropriate overhead charges. N

Insurance or Bond

- A. BRTC agrees to defend, indemnify and save harmless JPEC 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 death to persons, (b) damages to or destruction of properties, (c) pollutions, contaminations of or other adverse effects on the environment, or (d) violations of governmental laws, regulations or orders whether suffered directly by JPEC itself, or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of BRTC, its employees, agents or other representatives or from their presence on the premises of JPEC, either solely or in concurrence with any alleged joint negligence of JPEC. JPEC shall be liable for sole active negligence. N
- B. BRTC will provide coverage from a company authorized to do business in the Commonwealth of Kentucky: N
 - 1. Protection for its employees to the extent required by Worker's Compensation Law of Kentucky. N
 - 2. Public Liability coverage with separate coverage for each town or city in which BRTC operates under this contract to a minimum amount of \$100,000.00 for each person and \$300,000.00 for N

DATE OF ISSUE December 15, 2007
Month / Date / Year

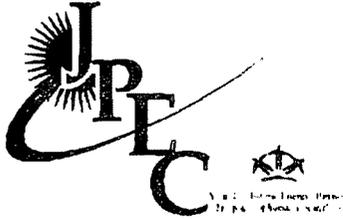
DATE EFFECTIVE February 1, 2008
Month / Date / Year

ISSUED BY 
G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2007-00116 DATED _____



Jackson Purchase Energy Corp.
 FOR Entire Territory Served
Community, Town or City

P.S.C. KY NO. 2

SHEET NO. 67

CANCELLING P.S.C. KY NO. Original

SHEET NO.

CLASSIFICATION OF SERVICE
BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

each accident or personal injury or death, and \$25,000.00 as to the property of any one person, and \$100,000.00 as to any one accident or property damage.

Before beginning operations under this tariff, BRTC shall cause to be furnished to JPEC 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 Jackson Purchase Energy Corporation, 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 Jackson Purchase Energy Corporation."

Change of Use Provision

When JPEC subsequently requires a change in its poles or attachment for reasons unrelated to BRTC operations, BRTC shall be given forty-eight (48) hours notice of the proposed change (except in case of emergency). If BRTC is unable or unwilling to meet JPEC's time schedule for such changes, JPEC may do the work and charge to BRTC its reasonable cost for performing the change of BRTC attachments.

Abandonment

A. If JPEC desires at any time to abandon any pole to which BRTC has attachments, it shall give BRTC notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, JPEC shall have no attachments on such pole, but BRTC shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of BRTC, and BRTC shall save harmless JPEC from all obligation, liability, damages, cost, expenses, or charges incurred thereafter; and shall pay JPEC for such pole an amount equal to JPEC's depreciated cost thereof. JPEC shall further evidence transfer to BRTC of title to the pole by means of a bill of sale.

DATE OF ISSUE December 15, 2007
 Month / Date / Year

DATE EFFECTIVE February 1, 2008
 Month / Date / Year

ISSUED BY *G. Kelly Nuckols*
 G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2007-00116 DATED _____