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October 15, 2007

RECEIVED

OCT 16 2007

PUBLIC SERVICE  
COMMISSION

MS BETH O'DONNELL  
EXECUTIVE DIRECTOR  
KENTUCKY PUBLIC SERVICE COMMISSION  
211 SOWER BLVD.  
FRANKFORT KY 40602  
**VIA FAX: (502) 564-1582 AND FedEx**

**Re: *Ballard Rural Telephone Cooperative Corporation, Inc., v. Jackson Purchase Rural Electric Corporation***  
***Case No. 2004-00036***

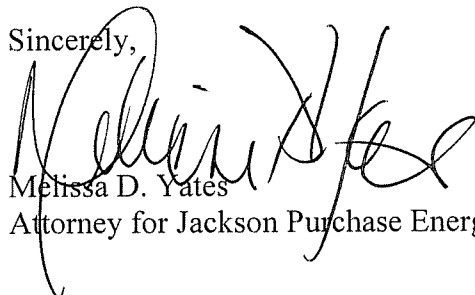
Dear Ms. O'Donnell:

In accordance with 807 KAR 5:011 and pursuant to the Commission's Orders dated August 2, 2007 and October 11, 2007, please find enclosed an original and four (4) copies of Jackson Purchase Energy Corporation's Utility Service Attachment tariff in the above-referenced matter, as well as an additional copy of their cover letter. A copy of this information has been served upon Ballard Rural Telephone Cooperative Corporation, Inc., and its counsel via First Class United States mail also.

I have also enclosed an additional copy for file-stamping, which I would ask that you return to me in the enclosed self-addressed, stamped envelope.

Should you need any further information from me regarding this filing, please do not hesitate to contact me.

Sincerely,



Melissa D. Yates

Attorney for Jackson Purchase Energy Corporation

I hereby certify that copies of the foregoing were sent to the following individuals via First Class United States Mail, postage pre-paid, on this 11<sup>th</sup> day of October, 2007:

HON ANITA MITCHELL ATTY  
PUBLIC SERVICE COMMISSION  
215 SOWER BLVD  
P O BOX 615  
FRANKFORT KY 40602

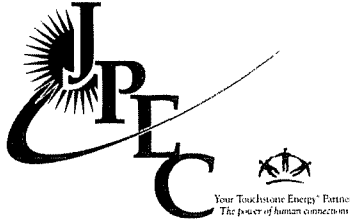
HON JOHN E. SELENT  
HOLLY WALLACE  
DINSMORE & SHOHL LLP  
1400 PNC PLAZA  
500 W. JEFFERSON STREET  
LOUISVILLE, KY 40202

MR HARLON PARKER  
GENERAL MANAGER  
BALLARD RURAL TELEPHONE  
COOPERATIVE CORPORATION INC  
PO BOX 209  
LACENTER KY 42056

on this 11<sup>TH</sup> day of October, 2007

By: \_\_\_\_\_

Melissa D. Yates



Jackson Purchase Energy Corp.  
FOR Ballard & McCracken Counties  
Community, Town or City

P.S.C. KY. NO. \_\_\_\_\_

Original SHEET NO. BR-1

CANCELLING P.S.C. KY. NO. NEW

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

CLASSIFICATION OF SERVICE

BRTC (Ballard Rural Telephone Cooperative Corporation, Inc. Tariff)

APPLICABILITY:

In all territory served by JPEC on poles owned and used by JPEC for their electric plant.

AVAILABILITY:

To Ballard Rural Telephone Cooperative Corporation, Inc. (BRTC) only.

RENTAL CHARGE:

The yearly rental charges shall be as follows:

Two-party pole attachment	\$4.84
Three-party pole attachment	\$4.09
Two-party anchor attachment	\$5.88
Three-party anchor attachment	(not available)
Two-party ground attachment	\$0.24
Three-party ground attachment	\$0.16

BILLING:

Rental charges shall be billed yearly based on the number of pole attachments. The rental charges are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the date shown on the bill, the gross rates shall apply. Failure of BRTC to receive a bill or a correctly calculated bill shall not relieve BRTC 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, latest edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

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

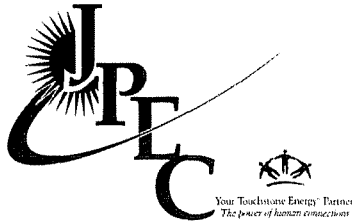
DATE EFFECTIVE January 1, 2008  
Month / Date / Year

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

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2004-00036 DATED 8/2/2007



Jackson Purchase Energy Corp.  
FOR Ballard & McCracken Counties  
Community, Town or City

P.S.C. KY. NO. \_\_\_\_\_

Original SHEET NO. BR-2

CANCELLING P.S.C. KY. NO. NEW

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

CLASSIFICATION OF SERVICE

BRTC (Ballard Rural Telephone Cooperative Corporation, Inc. Tariff) – Continued

B. The strength of poles covered by this agreement shall be sufficient to withstand the transverse and vertical load imposed upon them under the storm loading of the National Electrical Safety Code assumed for the area in which they are located. JPEC shall be notified in advance of any proposed modifications to be made to existing BRTC attachments so that JPEC may determine the suitability of the strength of poles to be used for these attachments.

ESTABLISHING POLE USE:

A. Before BRTC shall make use of any of the poles of JPEC or modify existing attachments under this tariff, they shall notify JPEC of their intent in writing and shall comply with the procedures established by JPEC. BRTC shall furnish JPEC detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the poles of JPEC, with the number and character of the attachments to be placed on such poles, and rearrangements of JPEC's fixtures and equipment necessary for the attachment, any relocation or replacements of existing poles, and any additional poles that BRTC intends to install.

JPEC shall, on the basis of such detailed construction plans and drawings, submit to BRTC a cost estimate (including overhead and less salvage value of materials) of all changes that may be required in each such pole line. Upon written notice by BRTC to JPEC that the cost estimate is approved, JPEC shall proceed with the necessary changes in pole lines covered by the cost estimate. Upon completion of all changes, BRTC shall have the right hereunder to make attachments in accordance with the terms of the application of this tariff. BRTC shall, at its own expense, make attachments in such manner as not to interfere with the service of JPEC.

B. Upon completion of all changes, BRTC shall pay to JPEC the actual cost (including overhead and less salvage value of materials) of making such changes. The obligations of BRTC hereunder shall not be limited to amounts shown on estimates made by JPEC

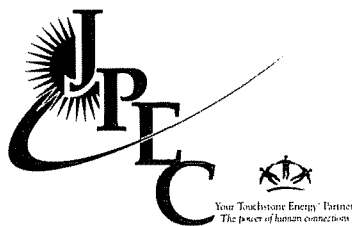
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Month / Date / Year

DATE EFFECTIVE January 1, 2008  
Month / Date / Year

ISSUED BY *G. Kelly*  
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2004-00036 DATED 8/2/2007



Jackson Purchase Energy Corp.  
FOR Ballard & McCracken Counties  
Community, Town or City

P.S.C. KY. NO. \_\_\_\_\_

Original SHEET NO. BR-3

CANCELLING P.S.C. KY. NO. NEW

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

CLASSIFICATION OF SERVICE

BRTC (Ballard Rural Telephone Cooperative Corporation, Inc. Tariff) – Continued

hereunder. An itemized statement of the actual cost of all such changes shall be submitted by JPEC to BRTC, in a form mutually agreed upon.

- C. Any reclearing of existing rights-of-way and any tree trimming necessary for the establishment of pole line attachments hereunder shall be performed by BRTC.
- D. All poles to which attachments have been made under this tariff shall remain the property of JPEC, and any payments made by BRTC for changes in pole lines under this tariff shall not entitle BRTC to the ownership of any of said poles.
- E. Any charges necessary for correction of substandard installation made by BRTC, where notice of intent had not been requested, shall be billed at a rate equal to twice the charges that would have been imposed if the attachment had been properly authorized.

EASEMENTS AND RIGHTS-OF-WAY:

- A. JPEC does not warrant nor assure to BRTC any rights-of-way privileges or easements, and if BRTC shall at any time be prevented from placing or maintaining its attachments on JPEC's poles, no liability on account thereof shall attach to JPEC. Each party shall be responsible for obtaining its own easements and rights-of-way.

MAINTENANCE OF POLES, ATTACHMENTS AND OPERATION:

- A. Whenever right-of-way considerations of public regulations make relocation of a pole, or poles, necessary, such relocation shall be made by JPEC at its own expense, except that each party shall bear the cost of transferring its own attachments.
- B. Whenever it is necessary to replace or relocate an attachment, JPEC shall, before making such replacement or relocation, give forty-eight (48) hours written notice (except in cases of emergency) to BRTC, specifying in said notice the time of such proposed replacement or relocation, and BRTC shall, at the time so specified, transfer its attachments to the new or relocated pole. Should BRTC fail to transfer its attachments to the new or relocated pole at

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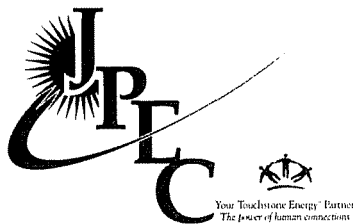
DATE EFFECTIVE January 1, 2008  
Month / Date / Year

ISSUED BY [Signature]  
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2004-00036 DATED 8/2/2007



Jackson Purchase Energy Corp.  
FOR Ballard & McCracken Counties  
Community, Town or City

P.S.C. KY. NO. \_\_\_\_\_

Original SHEET NO. BR-4

CANCELLING P.S.C. KY. NO. NEW

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

CLASSIFICATION OF SERVICE

BRTC (Ballard Rural Telephone Cooperative Corporation, Inc. Tariff) – Continued

the time specified for such transfer of attachments, JPEC may elect to do such work and BRTC shall pay JPEC the cost thereof. In the event BRTC fails to transfer its attachments and JPEC does such work, JPEC shall not be liable for any consequential damages such as loss of service to BRTC customers.

C. Any existing attachment of BRTC, which does not conform to the specifications set out in this tariff hereof, shall be brought into conformity therewith as soon as practical. Upon receipt of written notification from JPEC of an attachment in nonconformance, BRTC shall have forty-eight (48) hours to bring the attachment into conformance. If BRTC does not bring the attachment into conformance in this time period, JPEC reserves the right to perform such a correction, and BRTC shall pay to JPEC the actual cost (including overhead and less salvage value of materials) of making such a correction. JPEC, because of the importance of its service, reserves the right to inspect each new installation of BRTC on its poles and in the vicinity of its lines or appurtenances. Such inspection, made or not, shall not operate to relieve BRTC of any responsibility, obligation, or liability assumed under the tariff.

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

JPEC shall exercise reasonable care to avoid damaging the facilities of BRTC, make an immediate report to BRTC 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 BRTC for all reasonable cost incurred by BRTC for the physical repair of facilities damaged by the negligence of JPEC.

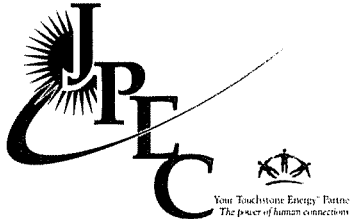
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Month / Date / Year

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

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2004-00036 DATED 8/2/2007



Jackson Purchase Energy Corp.  
FOR Ballard & McCracken Counties  
Community, Town or City

P.S.C. KY. NO. \_\_\_\_\_

Original SHEET NO. BR-5

CANCELLING P.S.C. KY. NO. NEW

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

CLASSIFICATION OF SERVICE

BRTC (Ballard Rural Telephone Cooperative Corporation, Inc. Tariff) – Continued

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.
- 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.

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, (d) terrorist attacks, or (e) 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.
- B. BRTC 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 with separate coverage for each town or city in which BRTC operates under this contract to a minimum amount of \$500,000.00 for each person and

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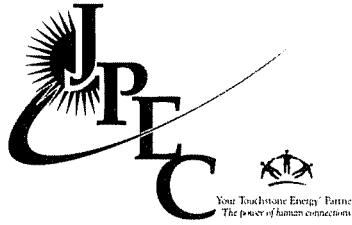
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ISSUED BY *D. Kelly*  
(Signature of Officer)

TITLE President and CEO

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IN CASE NO. 2004-00036 DATED 8/2/2007



Jackson Purchase Energy Corp.  
FOR Ballard & McCracken Counties  
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P.S.C. KY. NO. \_\_\_\_\_

Original SHEET NO. BR-6

CANCELLING P.S.C. KY. NO. NEW

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

CLASSIFICATION OF SERVICE

BRTC (Ballard Rural Telephone Cooperative Corporation, Inc. Tariff) – Continued

\$1,000,000.00 for each accident or personal injury or death, and \$500,000.00 as to the property of any one person, and \$500,000.00 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:

- A. 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 written 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

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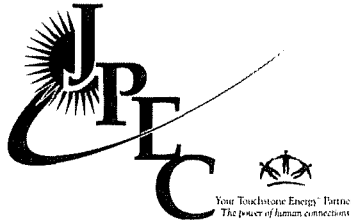
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ISSUED BY *D. Kelly*  
(Signature of Officer)

TITLE President and CEO

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IN CASE NO. 2004-00036 DATED 8/2/2007





Jackson Purchase Energy Corp.  
FOR Ballard & McCracken Counties  
Community, Town or City

P.S.C. KY. NO. \_\_\_\_\_

Original SHEET NO. BR-7

CANCELLING P.S.C. KY. NO. NEW

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

CLASSIFICATION OF SERVICE

BRTC (Ballard Rural Telephone Cooperative Corporation, Inc. Tariff) – Continued

thereof. JPEC shall further evidence transfer to BRTC of title to the pole by means of a bill of sale.

- B. BRTC may, at any time, abandon the use of the attached pole by giving due notice thereof in writing to JPEC and by removing therefrom any and all attachments it may have thereon. BRTC shall, in such case, pay to JPEC the full rental for said pole for the then current billing period.

RIGHTS OF OTHERS:

- A. Upon notice from JPEC to BRTC that the use of any pole or poles is forbidden by municipal or other public authorities or by property owners, the permit governing the use of such pole or poles shall immediately terminate and BRTC shall remove its facilities from the affected pole or poles at once. No refund of any rental will be due on account of any removal resulting from such forbidden use.

PAYMENT OF TAXES:

- A. Each party shall pay all taxes and assessments lawfully levied on its own property upon said attached poles, and the taxes and the assessments which are levied on said property shall be paid by the owner thereof, but any tax, fee, or charge levied on JPEC's poles solely because of their use by BRTC shall be paid by BRTC.

BOND OR DEPOSITOR PERFORMANCE:

- A. BRTC shall furnish a bond or satisfactory evidence of contractual insurance coverage for the purposes hereinafter specified in the amount of Twenty-Five Thousand Dollars (\$25,000.00) until such time as BRTC shall have twenty-five hundred (2500) attachments on poles of JPEC and thereafter the amount thereof shall be increased to increments of One Thousand Dollars (\$1,000.00) for each one hundred (100) attachments of BRTC on JPEC's poles, evidence of which shall be presented to JPEC 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 JPEC of written notice of the desire of the

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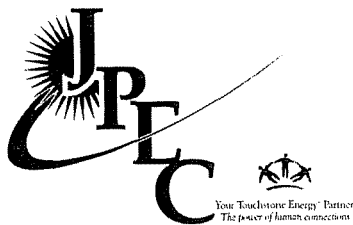
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ISSUED BY G. Kelly  
Signature of Officer

TITLE President and CEO

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IN CASE NO. 2004-00036 DATED 8/2/2007



Jackson Purchase Energy Corp.  
FOR Ballard & McCracken Counties  
Community, Town or City

P.S.C. KY. NO. \_\_\_\_\_

Original SHEET NO. BR-8

CANCELLING P.S.C. KY. NO. NEW

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

CLASSIFICATION OF SERVICE

BRTC (Ballard Rural Telephone Cooperative Corporation, Inc. Tariff) – Continued

Bonding or Insurance Company to terminate such bond or insurance. Upon receipt of such notice, JPEC shall request BRTC to immediately remove its cables, wires, and all other facilities from all poles of JPEC.

If BRTC should fail to complete the removal of all its facilities from the poles of JPEC within thirty (30) days after receipt of such request from JPEC, then JPEC shall have the right to remove them at the cost and expense of BRTC and without being liable for any damage to BRTC's wires, cables, fixtures, or appurtenances. Such bond or insurance shall guarantee the payment of any sums which may become due to JPEC for rentals, inspections, or work performed for the benefit of BRTC under this tariff, including the removal of attachments upon termination of service by any of its provisions.

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

USE OF ANCHORS:

- A. JPEC reserves the right to prohibit the use of any existing anchors by BRTC where the strength or conditions of said anchors cannot be readily identified by visual inspection.

DISCONTINUANCE OF SERVICE:

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

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IN CASE NO. 2004-00036 DATED 8/2/2007