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Via electronic filing

February 28, 2022

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

RE: Tariff Revision on to Duo County Access Tariff 2A

Dear Executive Director Bridwell:

On behalf of the issuing and concurring companies noted below, please accept this revision to the Duo County Access Tariff 2A. This filing introduces Section 18 containing Pole Attachments terms in compliance with 807 KAR 5:015. Unless otherwise noted, rates contained in this new section were previously contained in each of the companies' respective local / general exchange tariffs. Concurrent with this filing, each participating company's local / general exchange tariff has been revised to delete old material and cross reference concurrence with the material filed here.

Please call or email me with any questions.

Sincerely,

Eileen M Bodamer
Consultant to Companies listed below

Enc.

Cc (email): (Issuing Carrier) Duo County Telephone Coop. Corp, Inc. – Thomas E. Preston
Ballard Rural Telephone Coop., Corp, Inc. – Randy Grogan
Brandenburg Telephone Company, Inc. – Allison T. Willoughby
Foothills Rural Telephone Coop. Corp., Inc. – Ruth Conley
Gearheart Communications Company, Inc.
d/b/a Coalfields Telephone Co., Inc. – James Campbell
Highland Telephone Cooperative, Inc. – Mark Patterson
Logan Telephone Cooperative, Inc. dba LTC Connect – Greg Hale
Mountain Rural Telephone Coop., Inc. – Shayne Ison
North Central Telephone Coop., Inc. – Johnny McClanahan
Peoples Rural Telephone Coop. Corp., Inc. – Keith Gabbard
South Central Rural Telecommunications Cooperative, Inc. – Jeff Eaton
Thacker-Grigsby Telephone Company, Inc. – William K. Grigsby
West Kentucky Rural Telephone Coop. Corp., Inc. – Trevor R. Bonnstetter

ACCESS SERVICES

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Thomas E. Preston, Chief Executive Officer

ACCESS SERVICES

TARIFF USERS GUIDE

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ACCESS SERVICES

TARIFF USERS GUIDE (Cont'd)

TARIFF STRUCTURE AND ORGANIZATION (Cont'd)

SECTION 18 – POLE ATTACHMENTS

This Section contains regulations and charges applicable to the provision of attachment space for Attachers on poles of the Company excluding arrangements pursuant to an applicable joint use agreement.

(N)
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Thomas E. Preston, Chief Executive Officer

SECTION 18 – POLE ATTACHMENTS (N)

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Thomas E. Preston, Chief Executive Officer

(N)

SECTION 18 – POLE ATTACHMENTS

18.1 General

1. This section contains regulations and charges applicable to the provision of attachment space for Attachers on poles of the Company.
2. The terms and conditions contained herein apply where the Attacher, as a customer of the Company, desires Pole Attachments on the Poles of the Company.

(N)

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SECTION 18 – POLE ATTACHMENTS

18.2 Definitions

1. Attacher – a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit requesting to attach new or upgraded facilities or who is legally attached to a pole owned or controlled by the Company. Attacher does not include a utility with an applicable joint use agreement with the utility that owns or controls the pole to which it is seeking to attach or a person seeking to attach macro cell facilities.
2. Attachment – any attachment by a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit to a pole owned or controlled by the Company.
3. Make-ready – the modification or replacement of the Company pole, or of the lines or equipment on the Company pole, to accommodate additional facilities on the Company pole.
 - (a) Complex Make-ready – any Make-ready that is not Simple Make-ready, such as the replacement of the Company pole; splicing of any communication attachment or relocation of existing wireless attachments, even within the communications space; and any transfers or work relating to the attachment of wireless facilities.
 - (b) Simple Make-ready – 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 communication attachment or relocation of an existing wireless attachment.
4. Poles – All references to “poles” of the Company shall mean poles which are either solely owned by the Company, are jointly owned by the Company and another, or are owned by another who has granted the Company exclusive use and control of space upon its poles.
5. Pole Attachment – This term means any attachment by a Attacher firm to a pole owned or controlled by the Company.
6. Joint User – All references herein to “joint user” shall mean a utility company or municipality which, together with the Company, jointly provides poles for common use in the provision of service of the respective entities, and shall also include a utility company or municipality which, together with the Company, owns a percentage of a pole, or which owns a pole upon which the Company has obtained exclusive use and control of specified space.
7. Red Tagged Pole – a pole that the Company owns or controls the pole that:
 - i) Is designated for replacement based on the pole’s non-compliance with an applicable safety standard;
 - ii) Is designated for replacement within two (2) years of the date of its actual replacement for any reason unrelated to a new Attacher’s request for attachment; or
 - iii) Would have needed to be replaced at the time of replacement even if the new attachment were not made.

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SECTION 18 – POLE ATTACHMENTS

18.3 Scope

1. Subject to the terms and conditions contained in this tariff, the Company will provide Attacher pole attachments and permit a Attacher, for the purpose of furnishing Attacher service, to install its equipment upon the Company's poles.
2. The Attacher shall secure from the proper franchising authority, a franchise to erect and maintain its equipment within public streets, highways and other thoroughfare, provided such franchising authority exists and shall secure any and all consents, permits, licenses, easements or rights-of-way that may be legally required for its operation hereunder. The Attacher shall additionally provide to the Company a map depicting the franchised area in which pole attachments may be applied for by the Attacher.
3. The Attacher shall assist in, and bear the expense of securing any additional consents, permits, or licenses that may be required by the Company because of Attacher pole attachments.
4. The franchises, consents, permits, licenses, easements and rights-of-way of the Company are for its own facilities and the provision of its other services. No rights in such franchises, consents, permits, licenses, easements or rights-of-way are conferred upon any Attacher hereunder.

18.4 Attachment Specifications

The Attacher, at its own cost and expense, shall construct, maintain and replace its attachments on the Company's poles in accordance with (1) such requirements and specifications as the Company shall prescribe and have on file with the Commission, (2) EEI Publication M12 entitled "Specifications for the Construction and Maintenance of Jointly-used Wood Pole Lines Carrying supply and Communication Circuits", (3) the requirements and specifications of the National Electrical Safety Code, as currently accepted by the KY Public Service Commission, (4) and Rural Utility Service Specifications and Standards, and (5) in compliance with any rules or orders now in effect or that hereafter may be issued by the Public Service Commission of Kentucky or other authority having jurisdiction. The Attacher shall comply, at its sole risk and expense, with changes and revisions in the above specifications and requirements.

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SECTION 18 – POLE ATTACHMENTS

18.5 Rights of Way and Legal Authority

1. Upon application for attachment, the Attacher shall submit evidence satisfactory to the Company of its authority to erect and maintain its equipment within public streets, highways, and other thoroughfares and shall secure any necessary franchise, license, permit, consent, easement or rights-of-way from Federal, State or Municipal authorities or owners of property now or hereafter required to construct and maintain such equipment at the location of facilities of the Company which it desires to use. In the event any such franchise, license, permit, consent, easement or right-of-way is revoked or is thereafter denied to the Attacher for any reason, permission to attach to Company poles so affected shall immediately terminate, the Attacher shall forthwith remove its equipment from Company facilities.
2. Upon notice from the telephone company to the Attacher that the removal or cessation of the use of any pole has been requested or directed by Federal, State, or Municipal authorities, or property owners, permission to attach to such pole shall immediately terminate and the Attacher shall forthwith remove its equipment there from.

18.6 Protection against Claims from Libel and Slander, Copyright and Patent Infringement

The Attacher shall indemnify, protect, and hold harmless the Company from and against any and all claims for libel and slander, copyright, and/or patent infringement arising by reason of attachment of Attacher equipment to Company poles pursuant to this tariff.

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SECTION 18 – POLE ATTACHMENTS

18.7 Limitations

1. No use, however extended, of the Company's poles under this tariff shall create or vest in the Attacher any ownership or property right in said poles. Nothing herein contained shall be construed to compel the Company to maintain any of its facilities for a period longer than that demanded by its other service requirements.
2. The Company reserves to itself, its successors and assigns the right to maintain its poles and to locate and operate its facilities in such manner as will best enable it to fulfill its other public service requirements. The Company shall not be liable to the Attacher for any interruption to the service of the Attacher or for any interference with the operation of the equipment of the Attacher, if such interruptions are beyond the control of the Company.
3. The Company reserves the right to provide pole attachment to more than one Attacher and to make such space available to other entities. This tariff shall not limit the rights and privileges previously granted to others to use any poles covered by this tariff, and the privileges provided by this tariff shall at all times be subject to such previously granted rights.
4. Failure to enforce or insist upon compliance with any of the terms or conditions of this tariff shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in effect.
5. In order to assure confident coverage of the indemnity and insurance requirements, the Attacher shall not assign, transfer or sublet any rights to make pole attachments hereunder without notification to the Company.
6. The Company may deny access to any pole, duct, conduit, or right-of-way on a nondiscriminatory basis if there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.
7. The Company shall not be required to provide access to any pole that is used primarily to support outdoor lighting.
8. The Company shall not be required to secure any right-of-way, easement, license, franchise, or permit required for the construction or maintenance of attachments or facilities from a third party for or on behalf of a person or entity requesting access pursuant to this administrative regulation to any pole, duct, conduit, or right-of-way owned or controlled by the Company.
9. A request for access to the Company's poles, ducts, conduits or rights-of-way shall be submitted to the Company in writing, either on paper or electronically, as established by this tariff or a special contract between the Company and person requesting access.

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Thomas E. Preston, Chief Executive Officer

(N)

SECTION 18 – POLE ATTACHMENTS

18.8 Indemnities and Insurance

1. The Attacher shall indemnify, protect, and hold harmless the Company and other joint-users of said poles from and against any and all loss, costs, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property and injury to or death of persons, including the officers, agents and employees of the Attacher, the Company and any joint-user, including payment made under any Workmen's Compensation Law or under any plan for employees' disability and death benefits which may arise out of or be caused by the installation, maintenance, presence, use or removal of said equipment or by the proximity of Attacher equipment to the cables, wires, apparatus and appliances of the Company or any joint user, or arising out of any act, omission or negligence or alleged act, omission or negligence of the Attacher or the joint negligence of the Attacher and the Company and /or any joint users. The Company shall not be held harmless merely because of Attacher attachments to its poles.

2. The Attacher shall maintain in full force and effect the following insurance policies or bond in lieu thereof providing an equivalent protection: (1) Workers' Compensation and Occupational Disease covering the Attacher's full liability under the Worker's Compensation Laws of the Commonwealth of Kentucky. This shall include Employer's Liability insurance in the amount of \$500,000. (2) Comprehensive General Liability insurance, in the amounts of \$1,000,000 Combined Single Limits or \$1,000,000 each occurrence, and \$1,000,000 aggregate for any accident resulting in bodily injuries to or the death of one or more persons and the consequential damages arising there from together with Property Damage Liability in the amount of \$500,000 each occurrence, with an aggregate total limit of \$500,000.

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SECTION 18 – POLE ATTACHMENTS

18.8 Indemnities and Insurance (Cont'd)

3. All policies of insurance shall contain written endorsements to the effect that the amount of coverage of the insurance provided thereby will not be reduced or terminated without thirty (30) days written notice first being given to the Company. Certificates of insurance, incorporating the above described endorsement, shall be delivered to a designated officer of the Company and shall be approved by the Company before the Attacher firm is permitted to perform any work authorized pursuant to this tariff. Failure of the Attacher to provide notice of renewals, changes in carrier, or a reduction in or termination of insurance coverage will be just cause for the Company to terminate the Attacher's right to continue its pole attachments. If renewal premiums are not paid by the Attacher prior to said 30-day notice, the Company shall have the right to pay said premiums and be reimbursed by the Attacher upon demand.
4. The Attacher shall promptly notify the Company of all claims and potential claims relating to damage to property or death of persons arising or alleged to have arisen in any manner by or associated with, directly or indirectly, the presence or use of the Attacher's equipment upon any facility of the Company.
5. The Attacher shall exercise special precautions to avoid damage to facilities of the Company on said poles and hereby assumes all responsibility for any and all loss for such damage. The Attacher shall make an immediate report to the telephone company of the occurrence of any such damage and shall reimburse the Company for the expense incurred in making repairs necessitated thereby.

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SECTION 18 – POLE ATTACHMENTS

18.9 Surety

The Attacher shall furnish a bond for each individual Attacher system utilizing pole attachments under this tariff to guarantee the payment of any sum which may become due to the Company for rental and penalty charges pursuant to this tariff, for the benefit of the Attacher or as a result of default or forfeiture by the Attacher. The amount of such bond shall be based upon the following:

- (1) For attachments to 500 poles or less, a bond of \$5,000 shall be furnished, except as provided in (3) below.
- (2) For attachments to poles in excess of 500, further surety in the amount of \$5,000 for each additional 500 poles, or any increment thereof, shall be furnished except as provided in (3) below.
- (3) After one year following the completion of construction of an individual Attacher system and its placement into operation, the Attacher may request that the required amount of bond be reduced. Upon the Company's receipt of satisfactory evidence that all mechanics, workmen, and material men who furnished services, labor or materials in the construction of such Attacher system, and all taxing authorities, have been paid all amount due them, the Company will reduce the amount of bond required to the following:
 - (a) For attachments to 500 poles or less, a bond of \$2,000 shall be furnished.
 - (b) For attachments to poles in excess of 500, further surety in the amount of \$2,000 for each 500 poles, or any increment thereof, shall be furnished.

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SECTION 18 – POLE ATTACHMENTS

18.10 Payment of Bills

All amounts payable by the Attacher to the Company under the provision of this tariff shall, unless otherwise specified, be payable within thirty (30) days after presentation of bills. Non-payment of any such amount when due shall constitute grounds for termination of the pole attachment usage rights under this tariff.

18.11 Termination of Attachments

1. If the Attacher shall fail to comply with any of the provisions of this tariff, including compliance with the specifications previously referred to, the maintenance of required insurance coverage and surety bond requirements, and the timely payment of any amounts due, and shall fail for thirty (30) days after written notice from the Company to correct such non-compliance, the Company, at its option, may terminate the Attacher's right to continue any or all use of poles provided under this tariff and may act to remove the Attacher equipment at the Attacher's sole risk and expense. The Company shall be responsible for its own negligence in the event such action becomes necessary.
2. Upon valid objection being made by or on behalf of any governmental authority properly asserting jurisdiction, the Company may without notice, or, where circumstances permit, upon five (5) days written notice to the Attacher, terminate the provision of pole attachment space as provided in this tariff.
3. The Attacher may at any time remove its equipment attached to any pole or poles of the Company and shall immediately give the Company written notice of such removal.

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SECTION 18 – POLE ATTACHMENTS

18.12 Notices

Any notice required or authorized by this tariff to be given by the Company or the Attacher to the other party shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, and addressed to such other party's principal business address last furnished by such party.

18.13 Rental Charges

1. The Attacher shall pay to the Company, annually in advance, the rental charges specified below.
2. From the effective date of the permit for previously unbilled attachments which shall be the date when the Company's facilities are made available for use by the Attacher, to the date of the next annual billing, the annual rental rate shall be payable on a prorated basis with such fractional amount submitted with the application for attachment.

18.14 Penalty Charges

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

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SECTION 18 – POLE ATTACHMENTS

18.15 Overlashing

1. No less than thirty (30) days prior to a planned overlash, the existing Attacher shall provide advance notice to the Company of its intent to allow overlashing of its Attachments. The Notice shall include at a minimum, the name and address of the proposed overlasher, the specific routes / poles being sought for overlashing, and the equipment / cable that shall be overlashed onto the existing Attacher. The advance notice must also include confirmation that the overlasher has met its insurance requirements under this tariff.
2. Subject to paragraphs 3 and 4 below, the Company shall not require prior approval for an existing Attacher that overlashes its existing wires on a pole; or a third party overlashing of an existing Attachment that is conducted with the permission of an existing Attacher.
3. The Company shall not prevent an attacher from overlashing because another existing Attacher has not fixed a preexisting violation unless failing to fix the preexisting violation would create a capacity, safety, reliability, or engineering issue.
4. If, after receiving advance notice, the Company determines that an overlash would create a capacity, safety, reliability, or engineering issue, it shall provide specific documentation of the issue to the party seeking to overlash within the thirty (30) day advance notice period and the party seeking to overlash shall address any identified issues before continuing with the overlash either by modifying its proposal or by explaining why, in the party's view, a modification is unnecessary.
5. A party that engages in overlashing shall be responsible for its own equipment and shall ensure that it complies with reasonable safety, reliability, and engineering practices.
6. If damage to a pole or other existing attachment results from overlashing or overlashing work causes safety or engineering standard violations, then the overlashing party shall be responsible at its expense for any necessary repairs.

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Thomas E. Preston, Chief Executive Officer

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SECTION 18 – POLE ATTACHMENTS

18.15 Overlashing (cont'd)

7. Notices and Inspections / Correction of Completed Overlashes. An overlashing party shall notify the Company within fifteen (15) days of completion of the overlash on a particular pole.
 - (a) The notice shall provide the Company at least ninety (90) days from receipt in which to inspect the overlash.
 - (b) The Company shall have fourteen (14) days after completion of its inspection to notify the overlashing party of any damage or code violations to its equipment caused by the overlash.
 - (c) If the Company discovers damage or code violations caused by the overlash on equipment belonging to the Company, then the Company shall inform the overlashing party and provide adequate documentation of the damage or code violations.
 - (d) At its sole discretion the Company shall either (i) Complete any necessary remedial work and bill the overlashing party for the reasonable costs related to fixing the damage or code violations; or (ii) require the overlashing party to fix the damage or code violations at its expense within fourteen (14) days following notice from the Company.

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SECTION 18 – POLE ATTACHMENTS

18.16 Procedure for New Attachers to Request Pole Attachments. Timelines provided herein are subject to change should conditions outlined in Section 18.20 exist.

1. Application Review

- a) All requests for Pole Attachments must be made in writing by the new Attacher and include payment of the per pole Survey Charge provided if applicable. The Company shall review a new Attacher's pole attachment application for completeness before reviewing the application on its merits and shall notify the new Attacher within ten (10) business days after receipt of the new Attacher's pole attachment application if the application is incomplete.
- b) If the Company notifies a new Attacher that its attachment application is not complete, then it shall state all reasons for finding it incomplete, including lack of applicable fees.
- c) If the Company does not respond within ten (10) business days after receipt of the application, or if the Company rejects the application as incomplete but fails to state any reasons in the Company's response, then the application shall be deemed complete.
- d) The Company may treat multiple requests from a single new Attacher as one (1) request if the requests are submitted within thirty (30) days of one another.

2. Survey and Application Review on the Merits

- a) The Company shall complete a survey of poles for which access has been requested within forty-five (45) days of receipt of a complete application to attach facilities to its poles for the purpose of determining if the attachments may be made and identifying any Make-ready to be completed to allow for the Attachment.
- b) The Company shall use commercially reasonable efforts to provide the new and existing Attachers with advance notice of not less than five (5) business days of any field inspection as part of the survey and shall provide the date, time, and location of the inspection, and name of the contractor, if any, performing the inspection. The Company shall allow the new Attacher and any existing Attachers on the affected poles to be present for any field inspection conducted as part of the Company's survey.
- c) If a new Attacher has conducted a survey pursuant to Section 18.21, or a new Attacher has otherwise conducted and provided a Survey, after giving existing Attachers notice and an opportunity to participate in a manner consistent with notices contained in Section 18.22, the Company may elect to satisfy survey obligations established in this paragraph by notifying affected attachers of the intent to use the survey conducted by the New Attacher and by providing a copy of the survey to the affected attachers within the time period established in Section 18.22.

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SECTION 18 – POLE ATTACHMENTS

18.16 Procedure for New Attachers to Request Pole Attachments (cont'd)

2. Survey and Application Review on the Merits (cont'd)
 - d) Based on the results of the applicable survey and other relevant information, the Company shall respond to the New Attacher either by granting access or denying access within forty-five (45) days of receipt of a complete application to attach facilities to its poles.
 - e) The Company's denial of a New Attacher's pole attachment application shall be specific, shall include all relevant evidence and information supporting the denial, and shall explain how the evidence and information relate to a denial of access for reasons of lack of capacity, safety, reliability, or engineering standards.
3. Payments
 - a) Survey Charges. The new Attacher shall be responsible for the costs of surveys made to review the New Attacher's pole attachment application even if the new Attacher decides not to go forward with the attachments.
 - b) Payment of Make-Ready Estimates. Within fourteen (14) days of providing a response granting access pursuant to <subsection (2)(b)4. of this section>, the Company shall send a new Attacher whose application for access has been granted a detailed, itemized estimate in writing, on a pole-by-pole basis if requested and reasonably calculable of charges to perform all necessary make-ready.
 - 1) The Company shall provide documentation that is sufficient to determine the basis of all estimated charges, including any projected material, labor, and other related costs that form the basis of the estimate.
 - 2) The Company may withdraw an outstanding estimate of charges to perform make-ready beginning fourteen (14) days after the estimate is presented.
 - 3) A new Attacher may accept a valid estimate and make payment any time after receipt of an estimate, except a new Attacher shall not accept the estimate after the estimate is withdrawn.

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(N)

SECTION 18 – POLE ATTACHMENTS

18.17 Make-Ready

Upon receipt of payment for survey costs owed pursuant to the Company's tariff and the estimate specified in Section 18.16 (3) the Company shall, as soon as practical but in no case more than seven (7) days, notify all known entities with existing attachments in writing that could be affected by the make-ready.

1. For make-ready in the communications space, the notice shall:
 - State where and what make-ready will be performed;
 - State a date for completion of make-ready in the communications space that is no later than thirty (30) days after notification is sent (or up to seventy-five (75) days in the case of larger orders as established in 18.20.)
 - 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;
 - State that, if make-ready is not completed by the completion date established in this paragraph 1, the new Attacher may complete the make-ready, which shall be completed as specified pursuant to this paragraph 1; and
 - State the name, telephone number, and email address of a person to contact for more information about the make-ready procedure.
2. For make-ready above the communications space, the notice shall:
 - State where and what make-ready will be performed;
 - State a date for completion of make-ready that is no later than ninety (90) days after notification is sent (or 135 days in the case of larger orders, as established in Section 18.20.
 - 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;
 - State that the Company may assert its right to up to fifteen (15) additional days to complete make-ready;
 - State that if make-ready is not completed by the completion date established in this paragraph 2 (or, if the Company has asserted its fifteen (15) day right of control, fifteen (15) days later), the new Attacher may complete the make-ready, which shall be completed as specified in this paragraph 2; and
 - State the name, telephone number, and email address of a person to contact for more information about the make-ready procedure.

(N)

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Thomas E. Preston, Chief Executive Officer

(N)

SECTION 18 – POLE ATTACHMENTS

18.17 Make-ready (cont'd)

3. Once the Company provides the notices required in paragraphs 1 or 2 of this Section, it shall provide the new Attacher with a copy of the notices and the existing Attachers' contact information and address where the utility sent the notices. The new Attacher shall be responsible for coordinating with existing Attachers to encourage completion of make-ready by the dates established by the Company pursuant paragraph 1 for communications space attachments or paragraph 2 for attachments above the communications space.
4. The Company shall complete its make-ready in the communications space by the same dates established for existing Attachers in paragraph 1 or its make-ready above the communications space by the same dates for existing Attachers in paragraph 2 (or if the Company has asserted its fifteen (15) day right of control, fifteen (15) days later).

18.18 Final invoice

Within a reasonable period, not to exceed 120 days after the Company completes its make-ready, the Company shall provide the new Attacher:

- 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
- 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 pursuant to Section 18.16.3(b).

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SECTION 18 – POLE ATTACHMENTS

18.19 Limitations on Make Ready Charges

1. The Company shall not charge a new Attacher, as part of any invoice for make-ready, to bring poles, attachments, or third-party or Company equipment into compliance with current published safety, reliability, and pole owner construction standards if the poles, attachments, or third-party or Company equipment were out of compliance because of work performed by a party other than the new Attacher prior to the new attachment.
2. The Company shall not charge a new Attacher, as part of any invoice for make-ready, the cost to replace any Red Tagged pole with a replacement pole of the same type and height.
3. If a Red Tagged pole is replaced with a pole of a different type or height, then the new Attacher shall be responsible, as part of any invoice for make-ready, only for the difference, if any, between the cost for the replacement pole and the cost for a new utility pole of the type and height that the Company would have installed in the same location in the absence of the new Attachment.
4. The make-ready cost, if any, for a pole that is not a red tagged pole to be replaced with a new Pole to accommodate the new Attacher's attachment shall be charged the Company's cost in accordance with the Company's tariff or a special contract regarding pole attachments between the Company and the new Attacher.

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SECTION 18 – POLE ATTACHMENTS

18.20 Deviations from Established Timelines

1. Deviations in Applications Due Volume of Poles

- a) Timelines provided for in Sections 18.16 will apply for new Attachment requests deemed Routine which is defined as the lesser of 300 poles or zero and five-tenths (0.5) percent of the Company’s total poles in Kentucky.
- b) The Company may add up to fifteen (15) days to the survey period established in 18.16 to larger orders up to the lesser of 1,000 poles or 1.50 percent of the Company’s poles in Kentucky.
- c) The Company may add up to forty-five (45) days to the make-ready periods established in 18.16 to larger orders up to the lesser of 1,000 poles or 1.50 percent of the Company’s poles in Kentucky.
- d) The Company shall negotiate in good faith the timing of all requests for attachment larger than the lesser of 1,000 poles or 1.50 percent of the Company’s poles in Kentucky.
- e) No less than sixty (60) days before the new Attacher intends to submit an application in which the number of requests is not deemed Routine, a new Attacher shall provide written notice to the Company in that the new Attacher expects to submit a high-volume request. Such request shall include at a minimum, the anticipated number of new Attachments and the route / pole or other identifying geographical information. At its discretion, the new Attacher may submit an Application as its notice provided however that the Application shall not be deemed accepted for review until the end of the 60 days’ notice period.

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SECTION 18 – POLE ATTACHMENTS

18.20 Deviations from Established Timelines (cont'd)2. Deviations from Make-ready Timeline

- a) The Company may deviate from the time limits specified in this section before offering an estimate of charges if the new Attacher failed to satisfy a condition in this tariff.
- b) The Company may deviate from the time limits established in this section during performance of make-ready for good and sufficient cause that renders it infeasible for it to complete make-ready within the time limits established in Section 18.20. The Company that so deviates shall immediately notify, in writing, the new Attacher and affected existing Attachers and shall identify the affected poles and include a detailed explanation of the reason for the deviation and a new completion date. The Company shall deviate from the time limits established in this section for a period no longer than necessary to complete make-ready on the affected poles and shall resume make-ready without discrimination once the Company returns to routine operations.
- c) An existing Attacher 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 for the existing Attacher to complete complex make-ready within the time limits established in this section. An existing Attacher that so deviates shall immediately notify, in writing, the new Attacher and other affected existing Attachers and shall identify the affected poles and include a detailed explanation of the basis for the deviation and a new completion date, which shall not extend beyond sixty (60) days from the completion date provided in the notice specified in subsection (4) of this section as sent by the Company (or up to 105 days in the case of larger orders specified in Section 18.20. The existing Attacher shall not deviate from the time limits established in this section for a period for longer than necessary to complete make-ready on the affected poles.

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SECTION 18 – POLE ATTACHMENTS

18.21 Self-help Remedy

1. Surveys. If the Company fails to complete a survey as established in Section 18.16, then a new Attacher may conduct the survey in place of the Company by hiring a contractor to complete a survey, which shall be completed as specified in Section 18.23.
 - a) A new Attacher shall use commercially reasonable efforts to provide the Company and existing Attachers with advance notice of not less than five (5) business days of a field inspection as part of any survey the Attacher conducts and shall include the date and time of the survey, a description of the work involved, and the name of the contractor being used by the new Attacher.
 - b) A new Attacher shall allow the Company and existing Attachers to be present for any field inspection conducted as part of the new Attacher's survey.
2. Make-ready. If make-ready is not complete by the applicable date established in Section 18.16, then a new Attacher may conduct the make-ready in place of the Company and existing Attachers by hiring a contractor to complete the make-ready, which shall be completed as specified in Section 18.23.
 - a) A new Attacher shall use commercially reasonable efforts to provide the Company and existing Attachers with advance notice of not less than seven (7) days of the impending makeready and shall include the date and time of the make-ready, a description of the work involved, and the name of the contractor being used by the new Attacher
 - b) A new Attacher shall allow the affected utility and existing Attachers to be present for any make-ready.
3. The new Attacher shall notify the Company or existing Attacher immediately if make-ready damages the equipment of the Company or an existing Attacher or causes an outage that is reasonably likely to interrupt the service of the Company or existing Attacher.
4. Pole replacements. Self-help shall not be available for pole replacements.

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SECTION 18 – POLE ATTACHMENTS

18.22 One-touch make-ready option. For Attachments involving Simple Make-ready, new Attachers may elect to proceed with the process established in this subsection in lieu of the attachment process established in Section 18.16.

1. Attachment Application. A new Attacher electing the one-touch make-ready process shall elect the one-touch make-ready process in writing in its attachment application and shall identify the simple makeready that it will perform. It is the responsibility of the new Attacher to ensure that its contractor determines if the make-ready requested in an attachment application is simple.
2. Application completeness
 - a) The Company shall review the new Attacher's attachment application for completeness before reviewing the application on its merits and shall notify the new Attacher within ten (10) business days after receipt of the new Attachers attachment application whether or not the application is complete.
 - b) An attachment application shall be considered complete if the application provides the Company with the information necessary to make an informed decision on the application.
 - c) If the Company notifies the new Attacher that an attachment application is not complete, then the Company shall state all reasons for finding the application incomplete.
 - d) If the Company fails to notify a new Attacher in writing that an application is incomplete within ten (10) business days of receipt, then the application shall be deemed complete.

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SECTION 18 – POLE ATTACHMENTS

18.22 One-touch Make Ready Option (cont'd)

3. Application review on the merits. The Company shall review on the merits a complete application requesting one-touch make-ready and respond to the new Attacher either granting or denying an application within fifteen (15) days of the Company's receipt of a complete application (or within thirty (30) days in the case of larger orders as established in Section 18.20 or within a time negotiated in good faith for requests equal to or larger than those established in Section 18.20.)
4. If the Company denies the application on its merits, then the Company'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.
5. Within the fifteen (15) day application review period (or within thirty (30) days in the case of larger orders as established in Section 18.20 or within a time negotiated in good faith for requests equal to or larger than those established in Section 18.20, the Company or an existing Attacher may object to the designation by the new Attacher's contractor that certain make-ready is simple.
6. An objection made pursuant to paragraph 5 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 a determination that the make-ready is not simple.
7. If the Company's or the existing Attacher's objection to the new Attacher's determination that make-ready is Simple complies with paragraph 6, then the make-ready shall be deemed to be complex and the new Attacher shall not proceed with the affected proposed one-touch make-ready.
8. Surveys
 - a) The new Attacher shall be responsible for all surveys required as part of the one-touch make-ready process and shall use a contractor as established in Section 18.23 to complete surveys.
 - b) The new Attacher shall allow the Company and any existing Attachers on the affected poles to be present for any field inspection conducted as part of the new Attacher's surveys.
 - c) The new Attacher shall use commercially reasonable efforts to provide the Company and affected existing Attachers 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 surveys, and name of the contractor performing the surveys.

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SECTION 18 – POLE ATTACHMENTS

18.22 One-touch Make Ready Option (cont'd)

9. Make-ready. If the new Attacher's attachment application is approved by the pole owner and if the attacher has provided at least fifteen (15) days prior written notice of the make-ready to the affected Company and existing Attachers, the new Attacher may proceed with make-ready. The new Attacher shall use a contractor in the manner established for simple makeready in Section 18.23.
 - a) The prior written notice shall include the date and time of the make-ready, a description of the work involved, the name of the contractor being used by the new Attacher, and provide the Company and existing Attachers a reasonable opportunity to be present for any make-ready. The new Attacher shall notify the Company or existing Attacher immediately if makeready damages the equipment of the Company or an existing Attacher or causes an outage that is reasonably likely to interrupt the service of the Company or existing Attacher.
 - b) In performing make-ready, if the new Attacher or the Company determines that make-ready classified as simple is complex, then all make-ready on the impacted poles shall be halted and the determining party shall provide immediate notice to the other party of its determination and the impacted poles. All remaining make-ready on the impacted poles shall then be governed by Section 18.16, and the Company shall provide the notices and estimates required by Section 18.16 as soon as reasonably practicable.
10. Post-make-ready timeline. A new Attacher shall notify the Company and existing Attachers within fifteen (15) days after completion of make-ready on a one-touch make ready application.

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SECTION 18 – POLE ATTACHMENTS

18.23 Contractors for Survey and Make-ready

1. Contractors for Self-help Complex and above the communications space Make-ready. The Company shall make available and keep up-to-date a reasonably sufficient list of contractors the Company authorizes to perform Self-help Surveys and Make-ready that is Complex and Self-help Surveys and Make-ready that is above the communications space on the Company's poles. The new Attacher shall use a contractor from this list to perform self-help work that is complex or above the communications space. new and existing Attachers may request the addition to the list of any contractor that meets the minimum qualifications in paragraph 4 and the Company shall not unreasonably withhold its consent.
2. Contractors for Surveys and Simple Make-ready work. The Company may keep up-to-date a reasonably sufficient list of contractors the Company authorizes to perform surveys and simple make-ready. If the Company provides this list, then the new Attacher shall choose a contractor from the list to perform the work. New and existing Attachers may request the addition to the list of any contractor that meets the minimum qualifications in paragraph 4 and the Company shall not unreasonably withhold its consent.
3. Contractors Not Already Approved by the Company
 - a) If the Company does not provide a list of approved contractors for Surveys or Simple Makeready or no Company-approved contractor is available within a reasonable time period, then the new Attacher may choose its own qualified contractor that shall meet the requirements in paragraph 4.
 - b) If choosing a contractor that is not on the Company-provided list, the new Attacher shall certify to the Company that the Attacher's contractor meets the minimum qualifications established in paragraph 4 upon providing notices required by this tariff.
 - c) The Company may disqualify any contractor chosen by the new Attacher that is not on the Company-provided 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 in paragraph 4 or to meet the Company's publicly available and commercially reasonable safety or reliability standards.
 - d) The Company shall provide notice of the Company's objection to the contractor within the notice periods established by the new Attacher in this tariff and in the Company's objection must identify at least one available qualified contractor.

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SECTION 18 – POLE ATTACHMENTS

18.23 Contractors for Survey and Make-ready (cont'd)

4. Contractor minimum qualification requirements. Companies shall ensure that contractors on the Company-provided list, and new Attachers shall ensure that contractors selected pursuant to paragraph 3 meet the minimum requirements established in paragraphs this subsection.
 - a. The contractor has agreed to follow published safety and operational guidelines of the Company, if available, but if unavailable, the contractor shall agree to follow National Electrical Safety Code (NESC) guidelines as approved by the Kentucky Public Service Commission.
 - b. The contractor has acknowledged that the contractor knows how to read and follow licensed-engineered pole designs for make-ready, if required by the Company.
 - c. 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 and Rural Utility Service Specifications and Standards.
 - d. The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by the Company, if made available.
 - e. The contractor shall be adequately insured or shall establish an adequate performance bond for the make-ready the contractor will perform, including work the contractor will perform on facilities owned by existing Attachers.
5. In the event of a dispute over work to be performed by contractors pursuant to this Section, a consulting representative of the Company may make final determinations, on a nondiscriminatory basis, if there is insufficient capacity and for reasons of safety, reliability, and generally applicable engineering purposes.

18.24 Notice of Changes to Existing Attachers. Unless otherwise established in a joint use agreement or special contract, the Company shall provide an existing Attacher no less than sixty (60) days written notice prior to:

1. Removal of facilities or termination of any service to those facilities if that removal or termination arises out of a rate, term, or condition of the Company's pole attachment tariff or any special contract regarding pole attachments between the Company and the attacher; or
2. Any modification of facilities by the Company other than make-ready noticed pursuant to 18.16, routine maintenance, or modifications in response to emergencies.
3. An existing attacher may request a stay of the action contained in a notice received pursuant to paragraph (1) of this section by filing a motion within fifteen (15) days of the receipt of the first notice provided pursuant to paragraph (1) of this section.

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SECTION 18 – POLE ATTACHMENTS

18.25 Transfer of Attachments to New Poles

1. Unless an applicable tariff or special contract or Section 4 of this administrative regulation establishes a different timeframe, existing Attachers shall transfer their attachments within sixty (60) days of receiving written notice from the Company pole owner.
2. Existing attachers may deviate from the time limit established in paragraph 1 of this subsection for good and sufficient cause that renders it infeasible for the existing Attacher to complete the transfer within the time limit established. An existing Attacher that requires such a deviation shall immediately notify, in writing, the Company and shall identify the affected poles and include a detailed explanation of the reason for the deviation and the date by which the attacher shall complete the transfer. An existing Attacher shall deviate from the time limits established in paragraph 1 of this subsection for a period no longer than is necessary to complete the transfer.
3. If an existing Attacher fails to transfer its attachments within the timeframe established in paragraph 1 of this subsection and the existing Attacher has not notified the Company of good and sufficient cause for extending the time limit pursuant to paragraph 1 of this subsection, the Company pole owner may transfer attachments and the transfer shall be at the existing Attacher's expense.
4. The Company pole owner may transfer an existing Attacher's attachment prior to the expiration of any period established by paragraphs 1 or 2 of this subsection if an expedited transfer is necessary for safety or reliability purposes.

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SECTION 18 – POLE ATTACHMENTS

18.26 Rates

Company	Per Pole Per Year		Survey Fee – per pole
	2 Users	3 Users	
Ballard Rural Telephone Coop., Corp, Inc.	Note 2	Note 2	Note 2
Brandenburg Telephone Company, Inc.	\$ 2.76	\$ 2.04	\$225.00
Gearheart Communications Company, Inc. d/b/a Coalfields Telephone Co., Inc.	\$ 5.05	\$ 4.55	\$119.00
Duo County Telephone Coop. Corp, Inc.	\$ 3.45	\$ 2.75	\$307.62
Foothills Rural Telephone Coop. Corp., Inc.	\$ 3.00	\$ 2.30	\$119.00
Highland Telephone Cooperative, Inc.	\$ 4.78	\$ 2.89	\$150.00
Logan Telephone Cooperative, Inc. dba LTC Connect	\$ 3.62	\$ 1.51	\$84.63
Mountain Rural Telephone Coop., Inc.	\$ 3.00	\$ 2.50	\$119.00
North Central Telephone Coop., Inc.	\$ 1.64	\$ 1.44	\$300.00
Peoples Rural Telephone Coop. Corp., Inc.	\$ 3.54	\$ 2.39	\$119.00
South Central Rural Telecommunications Cooperative, Inc.	\$ 1.98	\$ 1.22	\$162.77
Thacker-Grigsby Telephone Company, Inc.	\$ 5.00	\$ 3.65	\$119.00
West Kentucky Rural Telephone Coop. Corp., Inc.	Note 1	Note 1	Note 1

Note 1: Rate to be developed upon request.

Note 2: N/A. Facilities converted to underground and remaining poles are being decommissioned and removed.

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