Exhibit 9

FOIA Documents

SheppardMullin

Sheppard Mullin Richter & Hampton LLP
1300 I Street, NW, 11th Floor East
Washington, D.C. 20005-3314
202.218.0000 main
202.218.0020 main fax
www.sheppardmullin.com

Gardner F. Gillespie
Partner
202.469.4916 direct
202.312.9453 fax
ggillespie@sheppardmullin.com

Amanda M. Lanham
Associate
202.772.5302 direct
202.312.9508 fax
alanham@sheppardmullin.com

October 24, 2013

File Number 36PK-179513

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Denise Smith
FOIA Officer
Tennessee Valley Authority
400 West Summit Hill Drive WT 7D
Knoxville, TN 37902-1499

Re: FOIA Request

Dear Ms. Smith:

We represent the Kentucky Cable Telecommunications Association ("the Association") in a matter pending before the Kentucky Public Service Commission. In December 2012, the Association filed a petition for a Declaratory Order requesting the Commission affirm its jurisdiction to regulate the pole attachment rates, terms, and conditions of five electric cooperatives in Kentucky that purchase electricity from the Tennessee Valley Authority ("TVA"). The respondents in the matter are Hickman-Fulton Counties Rural Electric Cooperative, West Kentucky Rural Electric Cooperative, Tri-County Electric Membership Corporation, Warren Rural Electric Cooperative, and Pennyrile Rural Electric Cooperative (collectively, "TVA Cooperatives").

Oh behalf of the Association, we request the following:

1. From 2000 to present, all documents concerning whether the TVA sets pole attachment rates for the TVA Cooperatives to charge, including documents that outline, describe, or relate to the basis, methodology, and source of the methodology used by the TVA or to be used by the TVA Cooperatives in setting pole attachment rates.

2. All documents reflecting any communication between the TVA and the TVA Cooperatives at any time concerning pole attachment revenues or rates.

3. All written actions, contracts, regulations, directives, orders, memoranda, correspondence, resolutions, and any other documents of the TVA Board of Directors that concern pole attachment rates charged by the TVA Cooperatives.

4. All written actions, contracts, regulations, directives, resolutions, orders, memoranda, correspondence, and any other documents of TVA staff that concern pole attachment rates charged by the TVA Cooperatives.

5. All documents concerning any order, directive, contract, rule, regulation, decision, or other communication from the TVA to the TVA Cooperatives concerning pole attachment rates.

6. All documents concerning how TVA ensures a pole attachment rate charged by any TVA Cooperative will provide sufficient revenues to cover the costs of providing for the attachments.

7. Identify the name, title, dates of employment, and contact information for former and current TVA personnel who had responsibility for setting or calculating pole attachment rates for the TVA Cooperatives for the years 2008 to the present.

Please forward the documents to us at:

Gardner F. Gillespie
Amanda M. Lanham
Sheppard Mullin Richter & Hampton LLP
1300 I Street NW
11th Floor East
Washington, DC 20005

For fee purposes, this request is for commercial use. The Association agrees to pay search, review, and reproduction fees as necessary.

If you deny any part of this request, please cite the specific exemption that justifies the TVA's refusal to release the information.

Very Truly Yours,

Amanda Lanham

Gardner F. Gillespie
Amanda M. Lanham
for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

SMRH:201094659.3

Amanda Lanham

From: Amanda Lanham
Sent: Monday, December 02, 2013 11:43 AM
To: 'FOIA'
Subject: RE: TVA acknowledgement of you FOIA request
Attachments: FOIA Request to TVA (FINAL).PDF

Ms. Smith,

I am resending my earlier email because a portion of Request Number 2 was inadvertently truncated.

I write to confirm our conversation last week regarding our FOIA request, attached for your reference. As I mentioned, we want to narrow our request to focus only on Requests 2 and 3. These Requests are as follows:

2. All documents reflecting any communication between the TVA and Hickman-Fulton Counties Rural Electric Cooperative, West Kentucky Rural Electric Cooperative, Tri-County Electric Membership Corporation, Warren Rural Electric Cooperative, and Pennyrile Rural Electric Cooperative (collectively "the TVA Cooperatives") at any time concerning pole attachment revenues or rates.

3. All written actions, contracts, regulations, directives, orders, memoranda, correspondence, resolutions, and any other documents of the TVA Board of Directors that concern pole attachment rates charged by the TVA Cooperatives.

Per our conversation, I understand there are only a few documents that are responsive to Request Number 2, and no documents that are responsive to Request Number 3. I also understand that you will attempt to provide the responsive documents to us by mid-to-late January, and we are happy to receive them as soon as possible. To the extent there are no documents that are responsive to either Request, we would appreciate it if you would confirm that for us at the time the Request is complete.

Thank you again for your help with this matter. Let me know if you have any questions. I wish you a happy holiday season.

Sincerely,

Amanda M. Lanham
202.772.5302 | direct
202.312.9508 | direct fax
ALanham@sheppardmullin.com | Bio

SheppardMullin
Sheppard Mullin Richter & Hampton LLP
1300 I Street, N.W. 11th Floor East
Washington, DC 20005-3314
202.218.0000 | main
www.sheppardmullin.com

From: FOIA [mailto:foia@tva.gov]
Sent: Tuesday, November 26, 2013 12:29 PM

To: Amanda Lanham
Subject: TVA acknowledgement of you FOIA request

Dear Ms. Lanham,

Please see the attached letter regarding your FOIA request to TVA.

If you have questions, please feel free to call or email me.

Sincerely,

Denise Smith
FOIA Officer
Tennessee Valley Authority
400 W. Summit Hill Drive (WT 7D)
Knoxville, TN 37902-1401
(865)632-6945
(865) 632-6901 FAX
dsmith@tva.gov

Tennessee Valley Authority, 400 West Summit Hill Drive, Knoxville, Tennessee 37902-1401

January 24, 2014

Ms. Amanda M. Lanham
Sheppard Mullin Richter & Hampton, LLP
1300 I Street, N.W. 11th Floor East
Washington, DC 20005-3314

Dear Ms. Lanham:

This responds to your letter dated October 24, 2013, as amended by your e-mail dated December 2, 2013, requesting information under the Freedom of Information Act (FOIA) 5 U.S.C. § 552 (2012). You requested three items of information regarding pole attachment revenues or rates for TVA electric cooperatives in Kentucky.

Enclosed are the documents responsive to your narrowed request of December 2, 2013. I understand from our telephone conversation earlier this month that you have already obtained copies of the power contracts with the Kentucky cooperatives and you did not need me to send those to you.

The fees for processing your request are $171.50. This amount represents five hours of professional search and review time at $34.30 per hour. Please make your check payable to the "Tennessee Valley Authority" and mail to me at 400 W. Summit Hill Drive (WT 7D), Knoxville, TN 37902.

If you have questions about this response or find you need additional information, you may contact me at (865) 632-6945 or by e-mail to foia@tva.gov.

Sincerely,

Denise Smith

Denise Smith
TVA FOIA Officer

Enclosures

Smith, Julia Denise

Subject: FW: KCTA Petition re Pole Attachments w/ TVA

From: Peterson, Ernest W Jr
Sent: Friday, January 18, 2013 5:37 PM
To: 'HFRECC - Greg Grissom'; 'WKRECC - David Smart '; 'Eston Glover'; 'Paul Thompson'; 'Dillard, Gary'
Subject: FW: KCTA Petition re Pole Attachments w/ TVA

Gentlemen,
I am working on getting a statement from TVA documenting the general regulation and requirements we have of the power distributors that we serve. I hope to have something for you to look at next week (TVA offices are closed on Monday). I'm not sure this document will be everything you need, but it should help.

Ernie

Ernest W. Peterson Jr. P.E.
TVA General Manager - KY
Bowling Green, Kentucky
Phone: 270 846 7041
Fax: 270 846 7045

From: Dillard, Gary [mailto:gdillard@wrecc.com]
Sent: Friday, January 18, 2013 10:52 AM
To: Peterson, Ernest W Jr
Subject: FW: KCTA Petition re Pole Attachments w/ TVA

Have you seen this PSC filing from the Kentucky cable organization?

Tennessee Valley Authority, PO Box 292409, OCP 1F, Nashville, Tennessee 37229-2409

January 24, 2013

Dear Kentucky Distributors:

It has come to our attention that the Kentucky Public Service Commission (KPSC) is considering a petition from the Kentucky Cable Telecommunications Association (KCTA) seeking to demonstrate that the KPSC has the authority to regulate pole attachment terms for Tennessee Valley Authority electric cooperatives. In light of this development, we have been asked about TVA's position on the regulation of the pole attachment terms for the distributors of TVA power.

As you know, TVA is the exclusive retail rate regulator for the distributors of TVA power, including the five Kentucky cooperatives. As the regulator, TVA works with its distributors to keep retail rates as low as feasible and to ensure that the operations of the electric system are primarily for the benefit of the consumers of electricity. TVA becomes concerned when any electric asset gets used for other purposes. In the interest of efficiency and economy, a power distributor may use property and personnel jointly for the electric systems and other operations subject to agreement between distributor and TVA as to appropriate cost allocations.

Regarding pole attachment rental fees, TVA requires that a distributor recover its full cost associated with the pole attachment and not place any unfair burdens on the electric ratepayers by ensuring full cost recovery. TVA does not object to joint facilities as long as the power distributor recovers the costs associated with pole attachment rentals and that the electric rate payers do not subsidize the costs of these rentals.

TVA is committed to working with distributors to ensure that together, we carry out the objective of the TVA Act, which is to sell power to all of the ratepayers at the lowest rates feasible.

Please do not hesitate to contact me at (615) 232-6865 if you have further questions.

Sincerely,

Cynthia L. Herron

Cynthia L. Herron
Director
Retail Regulatory Affairs

PENNYRILE RURAL ELECTRIC COOPERATIVE

Dependable Power for Farm-Home-Industry

Quentis Duque, Manager
Robert Glass, Asst. Mgr. & Office Manager
Bill Sholar, Chief Engineer
John M. Dixon, Jr., Attorney

P. O. Box 551
Hopkinsville, Ky. 42240-0551
Phone 502-886-2555

P. O. Box 536
Elkton, Ky. 42220-0536
Phone 502-265-2545

P. O. Box 547
Russellville, Ky. 42276-0547
Phone 502-726-2479

P. O. Box 467
Cadiz, Ky. 42211-0467
Phone 502-522-6678

March 9, 1989

Mr. Donald F. Kizzee
District Manager, Hopkinsville District
Tennessee Valley Authority
700 Hammond Plaza
Hopkinsville, Kentucky 42240

NESC

Re: Pennyrile R.E.C.C. & South Central Bell Telephone Company Joint Use Agreement - Land Between The Lakes, Golden Pond, Kentucky

Dear Mr. Kizzee:

Pennyrile is in receipt of your letter dated March 2, 1989 pertaining to an agreement proposed by TVA for facilities acquired by TVA from South Central Bell in the Land Between the Lakes area. Pennyrile has the following comments in regard to the proposal.

1. There is no provision in the proposal to allow for periodic changes of rental fee. Our agreement with South Central Bell has a review provision every three years.

2. There is no provision for payment of a pole above the normal base pole (35 ft) if requested by either party. We will [illegible]

3. The proposed agreement has no provision for payment should either party have to perform the other party's work should the occasion arise. South Central Bell and Pennyrile pay each other the actual cost including actual overhead. We don't need any poles.

4. There is no arrangement in the proposal for TVA to share in their part of right-of-way maintenance expense. We don't need any poles

5. There are other minor items not in TVA's proposed agreement that Pennyrile is presently evaluating.

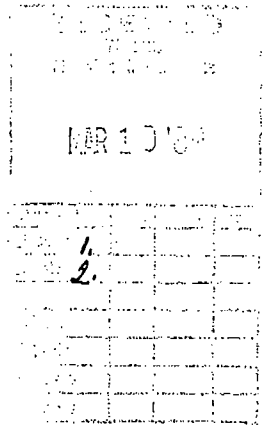
As far as Pennyrile is concerned the agreement in LBL is with South Central Bell until such time there is an acceptable agreement at which time we will exercise Article XV Assignment of Rights, in our present agreement with South Central Bell.

We are returning the three (3) original duplicate proposed letter agreements with this letter.

Very truly yours,

Quentis Fuqua
Manager

QF:mh
Enclosures (3)
cc: Bill Sholar



700 Hammond Plaza
Hopkinsville, Kentucky 42240
March 2, 1989

DR6

Mr. Quentis Fuqua, Manager
Pennyrile RECC
Post Office Box 551
Hopkinsville, Kentucky 42240

Dear Mr. Fuqua:

Enclosed are three duplicate originals of a proposed letter agreement covering arrangements for the continued attachment of TVA's communication cable facilities (acquired from South Central Bell Telephone Company) to 56 of your poles in the Land Between The Lakes area near Golden Pond, Kentucky. The agreement also provides for the continued attachment of your distribution facilities to two poles which TVA acquired.

Upon execution, please return all duplicate originals to us for further handling. A fully executed copy will be returned for your files.

Very truly yours,

Donald F. Kizzee
District Manager
Hopkinsville District

VGV:VWG
Enclosure
cc: RIMS, MR 4N 72A-C
Glen Burgess, P.O. Box 110140, Nashville
Robert M. Carpenter, MR 5S 133E-C
1997F

TENNESSEE VALLEY AUTHORITY
Chattanooga, Tennessee 37402-2801

February 17, 1989

Mr. Robert K. Broadbent, President
Pennyrile Rural Electric
Cooperative Corporation
Hopkinsville, Kentucky 42240

Dear Mr. Broadbent:

The Pennyrile Rural Electric Cooperative Corporation (hereinafter called "Cooperative") and South Central Bell Telephone Company (hereinafter called "Company") have heretofore entered into arrangements involving the attachment of Company's communications cable facilities to 56 of Cooperative's poles and the attachment of Cooperative's distribution facilities to 2 of Company's poles in the Land Between The Lakes area near Golden Pond, Kentucky.

It is recognized that the Tennessee Valley Authority (hereinafter called "TVA") purchased from Company various segments of Company's communications circuits in the Land Between The Lakes area near Golden Pond, Kentucky, including the communications cable facilities and 2 poles involved in the above-mentioned pole-use arrangements. This will confirm the license arrangements developed between TVA and Cooperative, to replace those between Cooperative and Company, for the continued attachment of the facilities and use of poles referred to above.

It is understood and agreed that:

1. Cooperative hereby grants to TVA permission to use, subject to the terms and conditions hereinafter stated, the 56 Cooperative poles referred to above for the purpose of attaching thereto various cable facilities of TVA. Likewise, TVA hereby grants to Cooperative permission to use, subject to the terms and conditions hereinafter stated, the 2 TVA poles referred to above for the purpose of attaching thereto various cable facilities of Cooperative.

2. For reference purposes under this agreement, the aforesaid poles (as they may be relocated or replaced from time to time) shall hereinafter be referred to as the "Poles." Also, the term "ANSI Code" as used herein shall mean the National Electrical Safety Code of the American National Standards Institute, as may be revised from time to time by said Institute, and the terms "Attachment Owner" and "Pole Owner" as used herein shall appropriately mean TVA and Cooperative (or vice versa), as the case may be, where facilities owned by one party are to be attached to, or removed from, a Pole of the other party.

3. If a party desires to attach facilities (in addition to those already in place as of the effective date of this agreement) to the other party's Poles or to make changes to facilities already attached, the Attachment Owner shall submit to the Pole Owner plans and specifications showing the arrangement for attachment of the Attachment Owner's facilities in

advance of installation and shall not attach said facilities or make changes to existing facilities until after notification by the Pole Owner that such arrangement is satisfactory to the Pole Owner. The Attachment Owner shall notify the Pole Owner of its time schedule for attaching said facilities or making said changes so that the Pole Owner may have a representative present if it wishes. The Attachment Owner's facilities shall be installed (or changed) and thereafter operated and maintained by it all at no expense to the Pole Owner and in such manner as will not interfere with the safe and efficient operation of the Pole Owner's facilities and property. The Pole Owner will be responsible at its expense for the routine operation and maintenance of the Poles.

4. The Pole Owner's and Attachment Owner's respective facilities provided for hereunder shall at all times be operated and maintained by the parties in accordance with the ANSI Code. In the event the Pole Owner desires to change the character or operating conditions of its circuits or facilities on the Poles, the Pole Owner shall give notice to the Attachment Owner reasonably in advance of such desired change. Thereafter each party shall make necessary changes to its facilities at its own expense. Additionally, whenever the Pole Owner desires to replace or relocate any of the Poles, the Pole Owner shall give notice to the Attachment Owner reasonably in advance, and the Attachment Owner shall transfer its attachments to the new or relocated poles at the Attachment Owner's own expense.

5. During the term of this agreement, the Attachment Owner shall, within 30 days after receipt of an invoice (including a statement as to the number of Poles) submitted by the Pole Owner on or after January 1 of each year, pay the Pole Owner an annual amount of $9.75 for each of the Pole Owner's Poles. Such payments shall cover an annual period ending with June 30 of that year and shall be based on the number of Poles in effect as of December 31 of the preceding year. Payments for any period of less than one year shall be prorated.

6. The Pole Owner does not warrant or represent that the Poles are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms of this agreement.

7. The Attachment Owner shall reimburse the Pole Owner for any damage to the Pole Owner's property and property in its custody, and the Attachment Owner releases the Pole Owner (and the United States of America in cases involving TVA as the Pole Owner) from and shall indemnify and save harmless the Pole Owner (and the United States of America in cases involving TVA as the Pole Owner) from any and all claims, demands, or causes of action for personal injuries, property damage, or loss of life or property sustained by the Attachment Owner, its agents and employees, or third parties arising out of or in any way connected with the work performed by the Attachment Owner or the Attachment Owner's use of the Poles even though the personal injuries, property damage, or loss of life or property is caused, occasioned, or

contributed to by the negligence, sole or concurrent, of the Pole Owner (and the United States of America in cases involving TVA as the Pole Owner) or its agents or employees.

8. This agreement shall be deemed to be effective as of September 1, 1987, and shall continue in effect through August 31, 1989, and from year to year thereafter; provided that either party may terminate this agreement (or the arrangements set out hereunder with respect to any of the Poles) at any time by giving written notice to the other specifying the date of termination, and the Attachment Owner shall make all reasonable efforts to remove its facilities from the affected Poles within 90 days following the termination date.

9. No member of or delegate to Congress or Resident Commissioner, or any officer, employee, special Government employee, or agent of TVA shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom unless the agreement be made with a corporation for its general benefit, nor shall Cooperative offer or give, directly or indirectly, to any officer, employee, special Government employee, or agent of TVA any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, except as provided in 18 C.F.R. § 1300.735-12 or -34. Breach of this provision shall constitute a material breach of this agreement.

If this letter satisfactorily sets forth our understandings, please execute three counterparts hereof and return them to the TVA district office. Upon execution by TVA, this letter shall be a binding agreement, and a fully executed counterpart will be returned to you.

Very truly yours,

TENNESSEE VALLEY AUTHORITY

Randall W. Littrell
Manager of Regional Operations

Accepted and agreed to as of
the date first above written.

PENNYRILE RURAL ELECTRIC
COOPERATIVE CORPORATION

By_____
President

W021789
0197V

[redacted]

To John Humphries from Dennis To, 10-4-89

Ref. Attachment of TVA's Communications Cables to Poles of Pennyrile RECC

This refers to:

1. A proposed letter agreement covering arrangements for the continued attachment of TVA's telephone cable facilities (acquired from South Central Bell Telephone Company) to 56 poles of the cooperative in the Land Between The Lakes area near Golden Pond, Kentucky. This agreement also covers the continued attachment of the coop's distribution facilities to 2 poles of TVA (also acquired from the telephone company). This proposed letter agreement was previously sent to the Hopkinsville District (by Bob Carpenter's memo dated 2-17-89 to Don Kizzee) for presentation to the coop.

2. The coop's letter dated 3-9-89 to Don Kizzee requesting changes to the proposed letter agreement.

I have reviewed the coop's requested changes & have the following comments:

The proposed agreement was developed to be as consistent as possible with TVA's well-established, valley-wide policy & practices on joint-use-of-poles arrangements with distributors (including Pennyrile as a participant). At the same time, we also tried to recognize important financial obligations that existed under the pole-use arrangements between the coop and South Central Bell (SCB) at the time TVA acquired the telephone circuit from SCB. This mainly involved SCB's payment to the coop at an annual rate of $9.75 per pole for 56 poles, or $546 per year. On the other hand, TVA has not, since the start of the joint-use-of-poles program, increased its annual charge to distributors, which stands at $1 per pole per year. Under the standard joint-use-of-poles agreement TV-82619, dated 2-25-44, the coop is now attaching its distribution circuits to 39 poles of TVA, as reflected by the most recent invoice (E88-3-454, dated 3-31-88) to the coop for a total annual charge of $39.

Under item (1), the coop asks for a periodic change in the annual charge. Although the charge is only $1/yr under TVA's joint-use-of-poles program with distributors, we allow $9.75 per pole under the proposed agreement in consideration of the coop's charge to SCB at the time TVA acquired the communications facilities from SCB. I do not think it is appropriate (nor is it consistent with the standard contract language) to give the coop a "blank check" to raise the charge from time to time as it wishes.

Under item (2), the coop asks for additional payment when a pole larger than normal (35 ft) is required to accommodate TVA's attached cables. To incorporate this provision will result in significant deviation from the standard language, which is very undesirable. Furthermore, to modify standard language & standard practice would normally require rigorous & lengthy review by TVA's legal staff. The proposed agreement is intended mainly to allow the continued attachment of the cable now in place to the coop's 56 poles now in place. It's unlikely that a situation will arise in the future that involves this issue (of the coop having to put in an oversized pole on TVA's behalf). After all, there is nothing in the language of the proposed agreement that would obligate the coop to incur added expense just to accommodate any request from TVA for attachment of TVA's facilities. Also, if the coop cannot (or does not wish to) accommodate TVA's request for an attachment, TVA can always put up its own supporting pole.

Under item (3), the coop asks for provision for payment when one party is to perform work for the other. In addition to the problem with deviation from standard language as mentioned under item (2), I also believe that it is not necessary to incorporate such provision in the agreement. In the course of day-to-day power system operations, situations do arise occasionally whereby TVA needs help from distributor personnel (and vice versa) to do some work, such as moving a piece of equipment or doing some emergency switching. There should be a mechanism set up by Power System Operations to handle the compensation between TVA and distributors on matters like this.

Under item (4), the coop asks for TVA to share in the right-of-way maintenance expense. Again, there is the same problem with deviation from standard language as mentioned under item (2). Also, from an overall cost/benefit standpoint for TVA and the coop as a whole, this may not be worthwhile considering the administrative & record-keeping costs involved in the billings for relatively small amounts. It should also be noted that TVA does not charge distributors for R-O-W maintenance under the standard agreement. I think it is reasonable to consider such costs as adequately covered in the $9.75 per pole that TVA will be paying the coop for those 56 poles.

As a final observation, in view of the relatively small amount of money involved ($546 a year), it would be desirable for both TVA and the coop to not delay the completion of this agreement any further.

Dennis To (10-5-89)

To: Dennis P. To C EUDR01 MR5S129
From: John A Humphries
Subject: Pennyrile / LBL Pole Att. Date: 10/27/89

Distribution:

Not Requested

Its hard to tell because some poles are numbered and some are not. The existing drawings do not agree with the actual installation. I believe the poles #46 and #47 are TVA owned.

---------- Reply ----------

To: John A Humphries From: Dennis P. To
Subject: Pennyrile / LBL Pole Att. Date Sent: 10/27/89

This sounds like a good plan. Pls proceed with discussions with the coop. If they refuse, I think TVA is still better off letting them have those 2 poles for $1 instead of having to remove & dispose of those poles. Let me know Also, for my info, which of the poles (#43 - #51) are TVA's poles?

Dennis

---------- Original Memo ----------

To: Dennis P. To From: John A Humphries
Subject: Pennyrile / LBL Pole Att. Date Sent: 10/27/89

I reviewed the pole attachments at LBL with Wayne Roberts and a representative from LBL. We determined that there are two poles which TVA owns and Pennyrile is attached to. These two poles were bought from South Central Bell (SCB). They are located near the Egners-Ferry Bridge over Kentucky Lake and TVA-LBL has no use for the telephone cable on the poles. TVA has no plans to use the telephone cable in this section of line. It was determined that the section of cable from pole #43 to #51 can be removed and the two poles sold to Pennyrile RECC. By removing this section of telephone cable, seven attachments of TVA on Pennyrile's poles would also be removed. If telephone service is needed in this area in the future, it probably will be with underground cable. We believe that Pennyrile needs this section of line to serve the bridge lights.

By removing the two poles from consideration, I believe all but one of Pennyrile's comments about the proposed agreement can be elimenated. The provision to increase the pole attachment charge is the one comment still left. I am still assuming that TVA may be agreeable to including this provision in the agreement as a last resort based on discussions with you. I plan to approach Pennyrile on this matter by offering the two poles for $1 if they would be agreeable to accept the $9.75 pole attachment charge as stated in the proposed agreement. If they will not then TVA would have the option to remove the two poles and request Pennyrile to provide their own or purchase the two poles at TVA's undepreciated cost.

[redacted]

I would appreciate your comments on this matter.

[redacted]

PENNYRILE RURAL ELECTRIC COOPERATIVE

Dependable Power for Farm-Home-Industry

Quentis Duque, Manager
Robert Glass, Asst. Mgr. & Office Manager
Bill Sholar, Chief Engineer
John M. Dixon, Jr., Attorney

P. O. Box 551, Hopkinsville, Ky. 42240-0551, Phone 502-886-2999
P. O. Box 536, Elkton, Ky. 42220-0536, Phone 502-265-2549
P. O. Box 547, Russellville, Ky. 42276-0547, Phone 502-726-2479
P. O. Box 467, Cadiz, Ky. 42211-0467, Phone 502-522-6678

May 9, 1990

Ms. Evelyn T. Craze
Collection Accountant
Tennessee Valley Authority
1101 Market Street
MR 4N 80C-C
Chattanooga, Tennessee 37401

Re: TVA Invoice E89-9-360

Dear Ms. Craze:

Pennyrile Rural Electric Cooperative is and has been for some time, in the process of renegotiating the joint use contract in effect with TVA.

Until these contract negotiations are settled, the cooperative will defer payment of the above referenced invoice.

Very truly yours,

Bill Sholar
Chief Engineer

BS:mh
cc: Sandy Bostick
John Humphries

RECEIVED
Bowling Green District Office
MAY 10'90

Delivered to	Note	Action	Reply
Mgr.			
Engr.			
[illegible]			
Gen.			
BG			
Hopk.			
Russ.			
Glas.			
BG			
Hopk.			
Clerk			

Item Subject: Cover Memo

John,
I have received the tabulation of the charges that you have telecopied to me. I noticed that you listed the rentals by calendar years. The agmt as now drafted (see section 5 of attached draft) says the annual rental period ends with June 30 of each year. Does Pennyrile want it to end with Dec 31 of each year? If so, I can fix the agmt to reflect that. Also, in that case, we can pay them for the whole period from Jan 1 thru Dec 31 of 1990, which would be $335.32 x 2 = $670.64. Pls let me know.

DPT (2-8-91)

---------- Reply ----------

BCC: Dennis P. To From: Dennis P. To
Subject: Pole Att Agmt/Pennyrile Date Sent: 02/08/91

John,
If my memory is correct, this agmt is being put on hold because of some complication with the rental payments that Pennyrile is to backbill TVA for. There was a question as to whether the agmt as written would permit TVA to let them increase the rental rate (say 5% or 10% each year) retroactively. I suggested to Vic (& he was supposed to get the info for me) that Pennyrile give us a list of the backbillings so I can work it into the contract & avoid any potential for the Auditing/Accounts Payable people to reject the payments. The list that Vic was supposed to get me should be something like:

Period From	To	Pennyrile's Poles	TVA's Poles	Annual Rate
9-1-87	6-30-88	56??	2??	$9.75
7-1-88	6-30-89	???	???	$???
7-1-89	6-30-90	???	???	$???

The 1st period would have to be prorated. Also, has TVA completed the removal of TVA's cable from pole 43 to pole 51 yet? If so, I need to know when so I can exclude 7 poles of Pennyrile & 2 poles of TVA from the rental calculations.

Pls let me know.
DPT

---------- Original Memo ----------

To: Dennis P. To From: Mark W. Brooks
Subject: Pole Att Agmt/Pennyrile Date Sent: 02/08/91

DPT:
John Humphries asked if we could prepare a new set of pole attachment agreements for Pennyrile to indicate the current distributor chairman. I beleive this is the agreement where TVA is attaching its lines on the distributor's poles, and the distributor wants TVA to pay a rather high fee for these attachments.

I think you have been handling this one personnally, but if you wish,

I can take care of this with John. Please let me know.

MWB (2-8-91)

Post Office Box 20260
Bowling Green, Kentucky 42102-6260

TELECOPY COVER LETTER
FAX NUMBER - (502) 842-1543
CONFIRMATION NUMBER - (502) 781-7653

DATE: 2-8-91 NUMBER OF PAGES: 2

TO: Dennis To

ADDRESS: _____

PHONE NUMBER: _____

FROM: John Humphries

SUBJECT: _____

COMMENTS: LBL Pole Attachment Agreement

PER YOUR REQUEST:	✓	DISTRIBUTE:	___
INFORMATION:	___	CIRCULATE:	___
PER CONVERSATION:	✓	APPROVAL:	___
COMMENT:	___	SIGNATURE:	___
HANDLE:	___	DESTROY:	___
PREPARE REPLY:	___	CALL ME:	___
NOTE AND RETURN:	___	FILE:	___

0119D

764

Joint Use Billing for LBL - TVA

September 1, 1987 thru December 31, 1987

56 poles x 7.25 per pole x 4/12 years = 135.33
2 poles x 9.00 per pole x 4/12 years = 6.00
$ 129.33

January 1, 1988 thru December 31, 1988
56 poles x 8.70 per pole = 487.20
2 poles x 10.80 per pole = 21.60
$ 465.60

January 1, 1989 thru December 31, 1989
56 poles x 10.4[illegible] per pole = 589.64
2 poles x 12.96 per pole = 25.92
$ 558.72

January 1, 1990 thru ~~June 30~~ December 31, 1990
~~56~~ poles x 12.53 per pole x ~~6/12 years~~ = ~~350.84~~ 701.68
~~2~~ poles x ~~15.52~~ 15.55 per pole x ~~6/12 years~~ = ~~15.52~~ 31.10
$ ~~366.32~~ 670.58

TOTAL $ 1488.97 1824.23

file copy

TV-85289U

TENNESSEE VALLEY AUTHORITY
Chattanooga, Tennessee 37402-2801

April 1, 1991

Mr. James R. Riley, President
Pennyrile Rural Electric
Cooperative Corporation
Hopkinsville, Kentucky 42240

Dear Mr. Riley:

The Pennyrile Rural Electric Cooperative Corporation (hereinafter called "Cooperative") and South Central Bell Telephone Company (hereinafter called "Company") have heretofore entered into arrangements involving the attachment of Company's communications cable facilities to 56 of Cooperative's poles and the attachment of Cooperative's distribution facilities to 2 of Company's poles in the Land Between The Lakes area near Golden Pond, Kentucky.

It is recognized that the Tennessee Valley Authority (hereinafter called "TVA") purchased from Company various segments of Company's communications circuits in the Land Between The Lakes area near Golden Pond, Kentucky, including the communications cable facilities and 2 poles involved in the above-mentioned pole-use arrangements. This will confirm the license arrangements developed between TVA and Cooperative, to replace those between Cooperative and Company, for the continued attachment of the facilities and use of poles referred to above.

It is understood and agreed that:

1. Cooperative hereby grants to TVA permission to use, subject to the terms and conditions hereinafter stated, the 56 Cooperative poles referred to above for the purpose of attaching thereto various cable facilities of TVA. Likewise, TVA hereby grants to Cooperative permission to use, subject to the terms and conditions hereinafter stated, the 2 TVA poles referred to above for the purpose of attaching thereto various cable facilities of Cooperative.

2. For reference purposes under this agreement, the aforesaid poles (as they may be relocated or replaced from time to time) shall hereinafter be referred to as the "Poles." Also, the term "ANSI Code" as used herein shall mean the National Electrical Safety Code of the American National Standards Institute, as may be revised from time to time by said Institute, and the terms "Attachment Owner" and "Pole Owner" as used herein shall appropriately mean TVA and Cooperative (or vice versa), as the case may be, where facilities owned by one party are to be attached to, or removed from, a Pole of the other party.

W040191
0197V

[redacted]

3. If a party desires to attach facilities (in addition to those already in place as of the effective date of this agreement) to the other party's Poles or to make changes to facilities already attached, the Attachment Owner shall submit to the Pole Owner plans and specifications showing the arrangement for attachment of the Attachment Owner's facilities in advance of installation and shall not attach said facilities or make changes to existing facilities until after notification by the Pole Owner that such arrangement is satisfactory to the Pole Owner. The Attachment Owner shall notify the Pole Owner of its time schedule for attaching said facilities or making said changes so that the Pole Owner may have a representative present if it wishes. The Attachment Owner's facilities shall be installed (or changed) and thereafter operated and maintained by it all at no expense to the Pole Owner and in such manner as will not interfere with the safe and efficient operation of the Pole Owner's facilities and property. The Pole Owner will be responsible at its expense for the routine operation and maintenance of the Poles.

4. The Pole Owner's and Attachment Owner's respective facilities provided for hereunder shall at all times be operated and maintained by the parties in accordance with the ANSI Code. In the event the Pole Owner desires to change the character or operating conditions of its circuits or facilities on the Poles, the Pole Owner shall give notice to the Attachment Owner reasonably in advance of such desired change. Thereafter each party shall make necessary changes to its facilities at its own expense. Additionally, whenever the Pole Owner desires to replace or relocate any of the Poles, the Pole Owner shall give notice to the Attachment Owner reasonably in advance, and the Attachment Owner shall transfer its attachments to the new or relocated poles at the Attachment Owner's own expense.

5. TVA shall, within 30 days after receipt of an invoice submitted by Cooperative, pay Cooperative the sum of $1,824.23 to cover TVA's use of 56 Poles of Cooperative (referred to in section 1 hereof) during the period beginning September 1, 1987, and ending December 31, 1990, with such use having been partially offset by Cooperative's use of 2 Poles of TVA (referred to in section 1 hereof) during the same period.

Beginning with January 1, 1992, the Attachment Owner shall, within 30 days after receipt of an invoice (including a statement as to the number of Poles) submitted by the Pole Owner on or after January 1 of each year, pay the Pole Owner an annual amount to cover the Attachment Owner's use of the Pole Owner's Poles. The applicable annual amounts as of January 1, 1991, are $12.53 for each of Cooperative's Poles and $15.55 for each of TVA's Poles. Such payments shall cover an annual period ending with December 31 of the preceding year and shall be based on the number of Poles in effect as of that date. Payments for any period of less than one year shall be prorated.

[redacted]

The Pole Owner may, from time to time, review the adequacy of the annual amount in effect for billing the Attachment Owner under this agreement and adjust such annual amount. If the Pole Owner determines that an adjustment is appropriate for such annual amount, the Pole Owner may change the annual amount in effect (for billing the Attachment Owner) at any time by written notice to the Attachment Owner specifying the effective date of the new annual amount. However, if such adjustment results in an increase in the annual amount, the amount being adjusted must have been in effect for a minimum period of 1 year prior to the effective date of the adjustment, and furthermore, the new annual amount cannot exceed the annual amount being adjusted by more than 20 percent. Additionally, if a new annual amount is placed in effect after the beginning (January 1) of an annual period, the new annual amount and the annual amount being adjusted shall be appropriately prorated for that annual period.

6. It is recognized that TVA plans to remove (and dispose of) a section of communications cable (acquired from Company) between pole No. 43 and pole No. 51 (as such poles are currently identified on Cooperative's records), which affects 7 of the 56 Cooperative poles and the 2 TVA poles referred to in section 1 hereof. It has also been determined advantageous to both parties for TVA to transfer ownership of those 2 poles in place (thereby saving TVA the pertinent removal and disposal costs) to Cooperative for the continued attachment of Cooperative's distribution facilities thereto.

Accordingly, effective with the date on which TVA completes the removal of its cable from the aforesaid section, (a) said 2 poles of TVA shall become the property of Cooperative without further action by either party and (b) the pole attachment arrangements set out under this agreement shall be deemed appropriately modified to reflect the exclusion therefrom of the aforesaid 7 poles of Cooperative and 2 poles of TVA.

7. The Pole Owner does not warrant or represent that the Poles are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms of this agreement.

8. The Attachment Owner shall reimburse the Pole Owner for any damage to the Pole Owner's property and property in its custody, and the Attachment Owner hereby waives, and releases the Pole Owner (and the United States of America in cases involving TVA as the Pole Owner) from, and shall indemnify and save harmless the Pole Owner (and the United States of America in cases involving TVA as the Pole Owner) from, any and all claims, demands, or causes of action, including, without limitation, those for personal injuries, property damage, loss of life or property, or consequential damages sustained by the Attachment Owner, its agents and employees, or third parties, arising out of or in any way connected with the work performed by the Attachment Owner or the Attachment Owner's use of the Poles; provided, however, that the provisions of this sentence shall apply only if the personal injuries, property damage, loss of life or property, consequential damages, or

other damage or loss is caused by the negligence or other wrongful act or omission of the Attachment Owner, its agents or employees.

9. Except as otherwise provided herein, this agreement shall become effective as of the date first above written and shall continue in effect through December 31, 1991, and from year to year thereafter; provided that either party may terminate this agreement (or the arrangements set out hereunder with respect to any of the Poles) at any time by giving written notice to the other specifying the date of termination, and the Attachment Owner shall make all reasonable efforts to remove its facilities from the affected Poles within 90 days following the termination date.

10. No member of or delegate to Congress or Resident Commissioner, or any officer, employee, special Government employee, or agent of TVA shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom unless the agreement be made with a corporation for its general benefit, nor shall Cooperative offer or give, directly or indirectly, to any officer, employee, special Government employee, or agent of TVA any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, except as provided in 18 C.F.R. § 1300.735-12 or -34. Breach of this provision shall constitute a material breach of this agreement.

If this letter satisfactorily sets forth our understandings, please execute three counterparts hereof and return them to the TVA district office. Upon execution by TVA, this letter shall be a binding agreement, and a fully executed counterpart will be returned to you.

Very truly yours,

TENNESSEE VALLEY AUTHORITY

G. Douglas Carver

[redacted]
G. Douglas Carver, Manager
Distributor Marketing
and Services

Accepted and agreed to as of
the date first above written.

PENNYRILE RURAL ELECTRIC
COOPERATIVE CORPORATION

By _____
President

W040191
0197V

[redacted]

TV-30979A

AGREEMENT FOR JOINT USE OF POLES
Between
TENNESSEE VALLEY AUTHORITY
And

TRI-COUNTY ELECTRIC MEMBERSHIP CORPORATION

THIS AGREEMENT, made and entered into as of the 24 day of June, 1968, by and between TENNESSEE VALLEY AUTHORITY, (hereinafter called "Authority"), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933 as amended, and TRI-COUNTY ELECTRIC MEMBERSHIP CORPORATION (hereinafter called "Distributor"), a cooperative corporation duly created, organized, and existing under and by virtue of the laws of the State of Tennessee;

W I T N E S S E T H:

WHEREAS, Authority is engaged in transmitting surplus electric energy and in connection with such business maintains and operates a system of pole lines in the Tennessee Valley and surrounding territory; and

WHEREAS, within a portion of the same area Distributor is engaged in constructing, maintaining, and operating a plant and system for the distribution of power; and

WHEREAS, Distributor and Authority desire to enter into an agreement whereby each may use jointly with the other the pole lines maintained by the other for the attachment of the facilities of each whenever such joint use shall be of mutual advantage, and desire to agree upon proper rules, regulations, and terms for such joint use;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and subject to the provisions of the Tennessee Valley Authority Act of 1933 as amended, the parties hereto mutually covenant and agree as follows:

1. Subject to the terms and conditions stated herein, each party owning poles within the territory served by both parties will, at the request of the other party, permit the use by the other party of any of its said poles for the attachment of facilities of the other party; provided, however, that the owning party shall not be required to permit such joint use when it will interfere with the use of such poles by the owning party, or when the owning party is using or intends to use circuits of such character that joint use will be undesirable.

2. Except as otherwise provided herein, the joint use of the poles covered by this agreement (1) when used for the attachment of communication and signal circuits shall at all times be in conformity with the National Electric Safety Code and the terms and provisions of the Specifications

for the Construction and Maintenance of Jointly Used Wood Pole Lines Carrying Supply and Communication Circuits, Edison Electric Institute and American Telephone and Telegraph Company (January 1937) (hereinafter called "Communication Specifications"), hereby made a part of this agreement, and (2) when used for the attachment of transmission or distribution facilities shall at all times be in conformity with the National Electric Safety Code and with the terms and provisions of the Specifications for Distribution Circuits on TVA Transmission Pole Lines, Tennessee Valley Authority, Department of Operations, Distribution Engineering Section (January 1, 1941) (hereinafter called "Distribution Specifications"), attached hereto as Exhibit A and hereby made a part of this agreement (the word "Specifications" as used hereinafter shall mean "Communication Specifications" and/or "Distribution Specifications," as the circumstances may require); provided, that in case either Communication Specifications or Distribution Specifications would be applicable and there is conflict between them, the provisions of the Distribution Specifications shall be controlling; and provided, further, that in any case a provision of governmental authority prevents compliance with the applicable Specifications, such poles as are thereby affected shall be excluded from this agreement; and further provided, that item 7(b) of Part I of the Communication Specifications shall not be applicable.

3. (a) When either party shall desire to attach any facility to or remove any facility from any pole of the other party as provided in this agreement, the party desiring to attach or remove shall give to the party owning the pole written notice of such desire specifying in such notice the location of the pole in question and the number, kind, and arrangement of attachments which it desires to place thereon or remove therefrom and the character of the facility involved. Such notice may be substantially in the form attached hereto as Exhibit B. Within thirty (30) days after the receipt of notice of desire to attach, the owner of such pole shall notify the party desiring to make the attachment whether such attachment may be made or whether the said pole is excepted under the provisions of section 1 above. In the event the making of such attachment will require rearranging the facilities of the owner on such pole, the owner shall so state, giving the approximate cost of such rearranging, and the attaching party will pay the actual cost of such rearranging. Such cost may include overheads, not in excess of twelve and one-half percent (12-1/2%), applicable to such work. Upon receipt of permission from the owner of the pole and after the party desiring to make the attachment shall have obtained in a form satisfactory to the owner of the said pole any public or private grants or consents that may be necessary for the use by it of said pole, and after the completion of any necessary transferring or rearranging of the owner's facilities on the said pole, the party desiring to make the attachment may proceed to make such attachment. If the attaching party shall fail to furnish the owning party with such a grant or consent satisfactory to the owning party, the owning party may refuse permission to make the attachment or, if the attachment has already been made, may require the attaching party to remove its facilities. Neither party shall be responsible for or be considered to guarantee the permission of property owners or any responsible governmental agency for the use of its poles by the other party. Changes in character, location, or arrangement of any attachment shall be considered a new attachment and must be submitted for the approval of the owning party in accordance with the provisions of this section.

(b) Except as otherwise expressly provided herein, each party desiring to make attachments to a pole of the other party shall, at its own expense, place, maintain, rearrange, transfer, and remove its own attachments and do all trimming which it shall deem necessary for the protection of its attachments and shall perform such work promptly and in such manner as not to interfere with the services of the owning party.

(c) In any case where the parties have established joint use of a pole under the terms of this agreement and the owning party desires to change the character or operating conditions of its circuits or facilities on such jointly used pole so that it will be necessary for the other party to change its facilities or construction in order to permit satisfactory operation and to comply with the provisions of the applicable Specifications, the owning party shall give thirty (30) days' notice to the other party of such desired change. Each party shall arrange its facilities at its own expense to conform with such requirements and applicable Specifications. In the event the necessary changes are not completed within the thirty (30) day period the owning party may make said changes at the expense of the other party.

(d) In the event the owning party determines that the other party's use of the pole interferes with the owner's existing or immediately contemplated use of said pole, the owner may require the other party to remove its facilities from such pole by giving the attaching party written notice sixty (60) days in advance of the time for removal stated in such notice. The non-owning party shall, at its expense, remove its attachments within the sixty (60) day period, or as soon thereafter as it can obtain the materials and do the work necessary for the relocation of its facilities.

4. (a) When either party shall desire to attach its facilities to any pole of the other party and such attachment will require the replacement of the existing pole by a new pole, the party owning the pole shall make such replacement at the request of the party desiring to make the attachment, and the party desiring to make the attachment will pay the owning party the value in place of the remaining life of the removed pole, plus the difference between the cost in place of the new pole and the estimated cost in place of a pole similar in kind to the new pole and similar in size to the pole removed, plus the cost of removal of the old pole, and plus the cost to the owning party of removing its facilities from the old pole and attaching them to the new pole. The party requiring the replacement shall have the choice of taking the removed pole or of having its salvage value, as determined by the owning party, deducted from the sum to be paid by the party requiring the replacement.

(b) Whenever any governmental requirement or the requirement of a property-owner makes it necessary for the owner of a jointly used pole to relocate such pole, the owner shall give reasonable written notice of such necessity to the other party, specifying in such notice the time and place of such relocation and the jointly using party shall at the time so specified transfer its attachments to the pole at the new location at its own expense.

(c) When it is necessary to replace a jointly used pole carrying terminals or underground connections, the new pole shall be set in the same hole which the replaced pole occupied unless it is necessary or desirable to set it in a different place.

(d) Except in case of emergency, the owner of any jointly used pole, before replacing or relocating such pole, shall give reasonable written notice to the other party, specifying in such notice the pole, the intended time of the replacement or relocation, and the place of the relocation, and the jointly using party shall at the time so specified, at its own expense, transfer its attachments to the new pole or to the pole at the new location.

5. Except as otherwise provided herein, each party shall at its own expense maintain poles owned by it in a safe and serviceable condition in accordance with the applicable Specifications, and any such pole shall be replaced at once if it shall become unserviceable. Each party shall, at its own expense, maintain its attachments in a safe condition and in thorough repair at all times and in accordance with the said Specifications, and shall do all trimming which it shall deem necessary for the protection of its own facilities. Each party shall, within a reasonable time from the effective date of this agreement, rearrange or replace any of its poles or facilities installed prior to the date of this agreement in order to conform such poles or facilities to the said Specifications; provided, that there shall be excepted from this requirement any pole or facility the rearrangement or replacement of which is agreed by both parties to be unnecessary. The costs of such rearrangement and/or replacement shall be borne by the parties in the manner prescribed in section 3(a) and/or section 4(a), respectively.

6. Either party attaching facilities to the poles of the other party may remove such facilities at any time. If the owner of any jointly used pole shall desire to abandon its use of and retire such pole, it shall give written notice of abandonment to the other party sixty (60) days in advance of the time of abandonment stated in such notice. If the attaching party desires to maintain its attachments on such pole, the attaching party shall purchase the pole from the owning party for the remaining value of such pole as agreed upon by the parties, and such pole shall thereupon become the property of the attaching party which shall save the former owner of the pole harmless from all obligation, liability, damage, costs, expenses, or charges incurred thereafter because of, or arising out of, the presence or condition of such pole or of any attachments thereon. Credit shall be allowed the purchasing party for the depreciated value of any portion of the cost of such pole which it may have paid.

7. The owning party shall bill and the attaching party shall pay One Dollar ($1) per pole per annum for each and every pole attached. Such bills shall be for fiscal year periods ending on June 30 of each year, shall be submitted on or before the thirty-first (31st) day of March of each year and shall include a statement of the number of poles owned by each party upon which the other party had attachments (including guys) on December 31 of that fiscal year. Wires or cables attached only for the purpose of providing clearance for such wires or cables and not for the support of such wires or cables shall not be considered attachments for billing purposes.

The determination of the number of jointly used poles shall be based upon records existing at the time of execution of this agreement, and after the execution of this agreement according to attachments and removals made during the year as evidenced by accepted applications therefor. The record of attachments shall be subject to a complete field check during every fifth (5th) year after 1945. Either party found by such field check to have made an attachment to a pole or poles of the other party without the submission and approval of an application as provided herein shall pay to the party owning such pole or poles Ten Dollars ($10) for each such pole to which such an attachment has been made. No rebates shall be made for attachments paid for but found by the field check to have been removed without notification. All rental payments provided for herein shall be due on the thirtieth (30th) day of June of each year and shall be paid not later than the tenth (10th) day of July following. The first payment shall include a settlement for the benefits received by each party under existing joint-use agreements, if any, based upon the pro-rata portion of the annual rates stated in such existing joint-use agreements allocable to the period from the end of the last period for which payment was made under such agreements to June 30 immediately preceding the execution of this agreement. Each attachment made by either party and not under the terms of any existing agreement shall be paid for at the rate of One Dollar ($1) for each year (partial years being prorated) such attachment has existed as of June 30 immediately preceding the execution of this agreement.

8. Upon the completion of any work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other, the party performing the work shall present to the other party as soon as possible after the completion of such work a properly certified, itemized statement in triplicate showing the entire cost of the labor and material employed therein, supervision, and all overhead charges, and such party shall within thirty (30) days after such statement is presented pay to the party doing the work such other party's proportion of the cost of such work.

9. All claims and liability for damage to property or injury to persons made against or incurred by either or both of the parties hereto and arising out of or alleged to have arisen out of the joint use of poles under this agreement shall be settled between the parties as follows:

(a) Each party shall be responsible for all claims and liabilities for damage and injury caused by or arising out of its sole negligence or its failure to comply with the Specifications as required herein.

(b) Each party shall be responsible for all claims and liabilities for injury to its own employees or damage to its own property caused by the concurrent negligence of both parties or due to causes which cannot be traced to the sole negligence of either party.

Any payments made by either party to injured employees or their relatives or representatives in conformity with the provisions of any Workmen's Compensation Act or any act creating a liability in the employer to pay compensation for personal injury to any employee by accident arising

out of and in the course of his employment, whether based on negligence on the part of the employee or not, or in conformity with any plan for employees' disability benefits or death benefits now established or hereafter adopted by the parties or either of them, shall be made by the employing party without reimbursement from the other party if such injury occurs as a result of (1) causes which cannot be traced to the negligence or failure of either party to comply with the Specifications as provided herein, or (2) as a result of the negligence or concurrent negligence of the employing party; but if such injury occurs as a result of the sole negligence of the other party it shall reimburse the employing party for such payment.

(c) Each party shall be responsible for one-half (1/2) of all claims and liabilities for injuries to persons other than employees of either party and damage to property other than that belonging to either party, which damage or injury shall be caused by the concurrent negligence of both parties or which shall be due to causes which cannot be traced to the sole negligence of either party.

(d) All claims and liabilities arising hereunder that are asserted against or affect both parties hereto shall be dealt with by the parties jointly; provided, however, that in any case where the claimant desires to settle any such claim for liability upon terms acceptable to one of the parties but not to the other, the party to which said terms are acceptable may, at its election, pay to the other party one-half (1/2) of the expense which such settlement would involve and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.

(e) For the purpose of making adjustments between the parties hereto of any claims of liability for damages or injury arising hereunder, the sum to be adjusted shall be considered to include all expenses incurred by the parties in connection therewith, including costs, attorney's fees, disbursements, and other proper charges and expenditures.

10. The owning party shall have the right to continue and extend rights and privileges conferred upon others not parties to this agreement, by contract or otherwise, to use any pole covered by this agreement, and to grant such rights and privileges to others. It is understood, however, that for the purpose of this agreement the attachments of any such person not a party to this agreement shall be treated as attachments belonging to the owning party, except that the owner may not require the other party hereto to remove its attachments in order to provide space for the attachments of such other party or to rearrange its attachments in order to provide space unless such other party to this agreement shall be reimbursed for the cost of such rearrangement.

11. Any notice or reply provided in this agreement to be given by either party to the other party shall be in writing and, unless otherwise provided herein, shall be considered to be given on the day that the communication containing such notice is mailed, telegraphed, or personally delivered to the District Manager, Tennessee Valley Authority, **Nashville**, **Tennessee**, on behalf of Authority, and **the Manager of the Tri County Electric MembershipCorporation, LaFayette, Tennessee,**

on behalf of Distributor, or to such other person or address as either party may from time to time designate in writing for that purpose.

12. Except as otherwise provided in this agreement, neither party hereto shall assign or otherwise dispose of this agreement or any of its rights or interests hereunder, without the written consent of the other party.

13. Any waiver at any time by either of the parties hereto with respect to any default of the other party or with respect to any other matter arising in connection with this agreement shall not be considered a waiver with respect to any subsequent default or matter.

14. All existing agreements between the parties, including such agreements specified in contracts providing for the acquisition of property and facilities by Authority and/or Distributor, for the joint use of poles within the territory covered by this agreement shall be considered subject to the terms of this agreement and provisions of said contracts inconsistent with the terms of this agreement shall be considered canceled. Rental for any attachments previously made but not yet billed shall be billed and paid under the terms of this agreement.

15. This agreement shall be effective upon execution. All the terms and conditions of this agreement governing the joint use of poles shall continue to apply to the joint use of all pole attachments which have become or have been made subject to this agreement so long as the joint use of such poles continues. So far as further granting of Joint Use by either party is concerned, this agreement may be terminated at any time one (1) year or more from the date of execution by written notice given by either party to the other party six (6) months in advance of the date of termination stated in such notice. Upon the expiration of five (5) years from the date of this agreement, and at the end of every five (5) year period thereafter, the parties shall review the provisions and terms of this agreement and shall consider the desirability of readjusting the rental provided for herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

TENNESSEE VALLEY AUTHORITY

By s/ G. O. Wessenauer
Manager of Power

TRI-COUNTY ELECTRIC MEMBERSHIP CORPORATION

Attest:

(SEAL)

s/ Lee Hanes
(Title) Secretary

By s/ C. S. Hagan
President

EXHIBIT B

Application No. _____

Permit No. _____

TENNESSEE VALLEY AUTHORITY _____
(Distributor)

APPLICATION AND PERMIT FOR ATTACHMENT OR REMOVAL OF FACILITIES

To:

The undersigned party to the Joint-Use Agreement between the Tennessee Valley Authority and _____ dated as of _____, 19____, hereby requests permission to (attach/remove)_____ the following facilities (to/from)_____ certain poles and fixtures as provided in section 1 of said Joint-Use Agreement:

State:
Line:
Pole No:
Number of Poles Attached:
Purpose of Attachment:

Details of Attachment: (Number of wires to be attached to each pole; gauge and type of wire; voltages to be carried and characteristics of use; other facilities to be attached).

A sketch of the proposed attachment is attached to and made a part of this application.

By _____

The (attached/removals) _____ described in the above application are hereby permitted subject to the terms and conditions of the Joint-Use Agreement.

☐ with no additional requirements

☐ upon condition that:

By _____

C51-1182

TENNESSEE VALLEY AUTHORITY
Chattanooga, Tennessee
November 8, 1944

TV-32609
Supplement #2

Mr. M. V. Hatcher, President
Warren R.E.C.C.
Bowling Green, Kentucky

Dear Sir:

Re: Joint Use of Poles Agreement
Dated 3-6-44

A number of provisions of the above agreement are susceptible of an interpretation prohibiting arrangements between us which would permit a crew of either of us working on any job to perform certain tasks for the other on a cost basis. Notwithstanding any provisions in the above agreement which might be construed otherwise, we believe that the agreement should be interpreted to permit the parties thereto to enter into informal arrangements under which either party's crew performing work on a line jointly used may, upon request, perform certain tasks for the other party on a cost basis. For example, if the Authority is making a routine pole replacement and notifies you of the necessity of transferring your attachments to a new pole, this interpretation would permit the Authority's crew, upon request, to perform the entire job, and you would be required merely to reimburse the Authority for the actual cost of the work performed for you. Similarly, whenever you undertake work which would require the rearrangement or removal of Authority's facilities, your crew could perform, upon request, the tasks for the Authority and you would be reimbursed therefor by us on a cost basis.

If this interpretation of the above agreement is acceptable to you, please execute and return to me four (4) of the attached copies of this letter and we will consider this interpretation to be established as the proper construction of the agreement.

Very truly yours,

TENNESSEE VALLEY AUTHORITY

G. O. Wessenauer
Manager of Power

Accepted and agreed to this
18 day of Nov, 1944

WARREN RURAL ELECTRIC COOPERATIVE CORPORATION

By M V Hatcher

Title President

TVA 3249 (OSD-6 42)

TV-82609
Supp. #1

TENNESSEE VALLEY AUTHORITY

CHATTANOOGA, TENNESSEE

April 1, 1944

Mr. M. V. Hatcher, President
Warren Rural Electric Cooperative Corporation
Bowling Green, Kentucky

Dear Sir

Please refer to section 9 of the Joint Use of Poles Agreement between the Authority and your Corporation entered into as of March 6, 1944. Pursuant to the understanding reached between us, we are hereby deleting the said section 9 from the said agreement as executed.

If this change meets with the approval of your Corporation, please so indicate by executing and returning four of the copies hereof. This letter will then constitute an amendment striking all of section 9 from the above-mentioned agreement.

Very truly yours

TENNESSEE VALLEY AUTHORITY

G. O. Wessenauer
Acting Manager of Power

Approved and agreed to

April 11, 194_

M V Hatcher

By President
(Title)

CX-1067

AGREEMENT FOR JOINT USE OF POLES
Between
TENNESSEE VALLEY AUTHORITY
And

TV-82609

THIS AGREEMENT, made as of March 6, 1944, 194, by and between TENNESSEE VALLEY AUTHORITY (hereinafter called "Authority"), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933 as amended, and Warren Rural Electric Cooperative Corporation, Bowling Green, Ky.

W I T N E S S E T H :

WHEREAS, Authority is engaged in transmitting surplus electric energy and in connection with such business maintains and operates a system of pole lines in the Tennessee Valley and surrounding territory; and

WHEREAS, within a portion of the same area Distributor is engaged in constructing, maintaining, and operating a plant and system for the distribution of power; and

WHEREAS, Distributor and Authority desire to enter into an agreement whereby each may use jointly with the other the pole lines maintained by the other for the attachment of the facilities of each whenever such joint use shall be of mutual advantage, and desire to agree upon proper rules, regulations, and terms for such joint use;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and subject to all of the provisions of the Tennessee Valley Authority Act of 1933 as amended, the parties hereto mutually covenant and agree as follows:

1. Subject to the terms and conditions stated herein, each party owning poles within the territory served by both parties will, at the request of the other party, permit the use by the other party of any of its said poles for the attachment of facilities of the other party; provided, however, that the owning party shall not be required to permit such joint use when it will interfere with the use of such pole by the owning party, or when the owning party is using or intends to use circuits of such character that joint use will be undesirable.

2. Except as otherwise provided herein, the joint use of the poles covered by this agreement (1) when used for the attachment of communication and signal circuits shall at all times be in conformity with the National Electric Safety Code and the terms and provisions of the Specifications for the Construction and Maintenance of Jointly Used Wood Pole Lines Carrying Supply and Communication Circuits, Edison Electric Institute and American Telephone and Telegraph Company (January 1937) (hereinafter called "Communication Specifications"), hereby made a part of this agreement, and (2) when used for the attachment of transmission or distribution facilities shall at all times be in conformity with the National Electric Safety Code and with

the terms and provisions of the Specifications for Distribution Circuits on TVA Transmission Pole Lines, Tennessee Valley Authority, Department of Operations, Distribution Engineering Section (January 1, 1941) (hereinafter called "Distribution Specifications"), attached hereto as Exhibit A and hereby made a part of this agreement (the word "Specifications" as used hereinafter shall mean "Communication Specifications" and/or "Distribution Specifications," as the circumstances may require); provided, that in case either Communication Specifications or Distribution Specifications would be applicable and there is conflict between them, the provisions of the Distribution Specifications shall be controlling; and provided, further, that in any case a provision of governmental authority prevents compliance with the applicable Specifications, such poles as are thereby affected shall be excluded from this agreement; and further provided, that item 7(b) of Part I of the Communication Specifications shall not be applicable.

3. (a) When either party shall desire to attach any facility to or to remove any facility from any pole of the other party as provided in this agreement, the party desiring to attach or remove shall give to the party owning the pole written notice of such desire specifying in such notice the location of the pole in question and the number, kind, and arrangement of attachments which it desires to place thereon or remove therefrom and the character of the facility involved. Such notice may be substantially in the form attached hereto as Exhibit B. Within thirty (30) days after the receipt of notice of desire to attach, the owner of such pole shall notify the party desiring to make the attachment whether such attachment may be made or whether the said pole is excepted under the provisions of section 1 above. In the event the making of such attachment will require rearranging the facilities of the owner on such pole, the owner shall so state, giving the approximate cost of such rearranging, and the attaching party will pay the actual cost of such rearranging. Such cost may include overheads, not in excess of twelve and one-half percent (12-1/2%), applicable to such work. Upon receipt of permission from the owner of the pole and after the party desiring to make the attachment shall have obtained in a form satisfactory to the owner of the said pole any public or private grants or consents that may be necessary for the use by it of said pole, and after the completion of any necessary transferring or rearranging of the owner's facilities on the said pole, the party desiring to make the attachment may proceed to make such attachment. If the attaching party shall fail to furnish the owning party with such a grant or consent satisfactory to the owning party, the owning party may refuse permission to make the attachment or, if the attachment has already been made, may require the attaching party to remove its facilities. Neither party shall be responsible for or be considered to guarantee the permission of property owners or any responsible governmental agency for the use of its poles by the other party. Changes in character, location, or arrangement of any attachment shall be considered a new attachment and must be submitted for the approval of the owning party in accordance with the provisions of this section.

(b) Except as otherwise expressly provided herein, each party desiring to make attachments to a pole of the other party shall, at its own expense, place, maintain, rearrange, transfer, and remove its own attachments and do all trimming which it shall deem necessary for the protection of its attachments and shall perform such work promptly and in such manner as not to interfere with the services of the owning party.

(c) In any case where the parties have established joint use of a pole under the terms of this agreement and the owning party desires to change the character or operating conditions of its circuits or facilities on such jointly used pole so that it will be necessary for the other party to change its facilities or construction in order to permit satisfactory operation and to comply with the provisions of the applicable Specifications, the owning party shall give thirty (30) days' notice to the other party of such desired change. Each party shall arrange its facilities at its own expense to conform with such requirements and applicable Specifications. In the event the necessary changes are not completed within the thirty (30) day period the owning party may make said changes at the expense of the other party.

(d) In the event the owning party determines that the other party's use of the pole interferes with the owner's existing or immediately contemplated use of said pole, the owner may require the other party to remove its facilities from such pole by giving the attaching party written notice sixty (60) days in advance of the time for removal stated in such notice. The non-owning party shall, at its expense, remove its attachments within the sixty (60) day period, or as soon thereafter as it can obtain the materials and do the work necessary for the relocation of its facilities.

4. (a) When either party shall desire to attach its facilities to any pole of the other party and such attachment will require the replacement of the existing pole by a new pole, the party owning the pole shall make such replacement at the request of the party desiring to make the attachment, and the party desiring to make the attachment will pay the owning party the value in place of the remaining life of the removed pole, plus the difference between the cost in place of the new pole and the estimated cost in place of a pole similar in kind to the new pole and similar in size to the pole removed, plus the cost of removal of the old pole, and plus the cost to the owning party of removing its facilities from the old pole and attaching them to the new pole. The party requiring the replacement shall have the choice of taking the removed pole or of having its salvage value, as determined by the owning party, deducted from the sum to be paid by the party requiring the replacement.

(b) Whenever any governmental requirement or the requirement of a property-owner makes it necessary for the owner of a jointly used pole to relocate such pole, the owner shall give reasonable written notice of such necessity to the other party, specifying in such notice the time and place of such relocation and the jointly using party shall at the time so specified transfer its attachments to the pole at the new location at its own expense.

(c) When it is necessary to replace a jointly used pole carrying terminals or underground connections, the new pole shall be set in the same hole which the replaced pole occupied unless it is necessary or desirable to set it in a different place.

(d) Except in case of emergency, the owner of any jointly used pole, before replacing or relocating such pole, shall give reasonable written notice to the other party, specifying in such notice the pole, the intended time of the replacement or relocation, and the place of the relocation,

and the jointly using party shall at the time so specified, at its own expense, transfer its attachments to the new pole or to the pole at the new location.

5. Except as otherwise provided herein, each party shall at its own expense maintain poles owned by it in a safe and serviceable condition in accordance with the applicable Specifications, and any such pole shall be replaced at once if it shall become unserviceable. Each party shall, at its own expense, maintain its attachments in a safe condition and in thorough repair at all times and in accordance with the said Specifications, and shall do all trimming which it shall deem necessary for the protection of its own facilities. Each party shall, within a reasonable time from the effective date of this agreement, rearrange or replace any of its poles or facilities installed prior to the date of this agreement in order to conform such poles or facilities to the said Specifications; provided, that there shall be excepted from this requirement any pole or facility the rearrangement or replacement of which is agreed by both parties to be unnecessary. The costs of such rearrangement and/or replacement shall be borne by the parties in the manner prescribed in section 3(a) and/or section 4(a), respectively.

6. Either party attaching facilities to the poles of the other party may remove such facilities at any time. If the owner of any jointly used pole shall desire to abandon its use of and retire such pole, it shall give written notice of abandonment to the other party sixty (60) days in advance of the time of abandonment stated in such notice. If the attaching party desires to maintain its attachments on such pole, the attaching party shall purchase the pole from the owning party for the remaining value of such pole as agreed upon by the parties, and such pole shall thereupon become the property of the attaching party which shall save the former owner of the pole harmless from all obligation, liability, damage, costs, expenses, or charges incurred thereafter because of, or arising out of, the presence or condition of such pole or of any attachments thereon. Credit shall be allowed the purchasing party for the depreciated value of any portion of the cost of such pole which it may have paid.

7. The owning party shall bill and the attaching party shall pay One Dollar ($1) per pole per annum for each and every pole attached. Such bills shall be for fiscal year periods ending on June 30 of each year, shall be submitted on or before the thirty-first (31st) day of March of each year and shall include a statement of the number of poles owned by each party upon which the other party had attachments (including guys) on December 31 of that fiscal year. Wires or cables attached only for the purpose of providing clearance for such wires or cables and not for the support of such wires or cables shall not be considered attachments for billing purposes. The determination of the number of jointly used poles shall be based upon Authority's field count made in 1940 adjusted according to records existing at the time of execution of this agreement, and after the execution of this agreement according to attachments and removals made during the year as evidenced by accepted applications therefor. The record of attachments shall be subject to a complete field check during 1945 and every fifth (5th) year thereafter. Either party found by such field check to have made an attachment to a pole or poles of the other party without

the submission and approval of an application as provided herein shall pay to the party owning such pole or poles Ten Dollars ($10) for each such pole to which such an attachment has been made. No rebates shall be made for attachments paid for but found by the field check to have been removed without notification. All rental payments provided for herein, except the first payment, shall be due on the thirtieth (30th) day of June of each year and shall be paid not later than the tenth (10th) day of July following. The first payment shall be due sixty (60) days after receipt of the invoice. Such first payment shall include a settlement for the benefits received by each party under existing joint-use agreements based upon the pro-rata portion of the annual rates stated in such existing joint-use agreements allocable to the period from the end of the last period for which payment was made under such agreements to June 30, 1943. Each attachment made by either party and not under the terms of any existing agreement shall be paid for at the rate of One Dollar ($1) for each year (partial years being prorated) such attachment has existed as of June 30, 1943, and such payment shall be made within sixty (60) days after receipt of the invoice. For the purpose of billing for the fiscal year 1943, the number of attachments shall be the number existing as of December 31, 1942.

8. Upon the completion of any work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other, the party performing the work shall present to the other party as soon as possible after the completion of such work a properly certified, itemized statement in triplicate showing the entire cost of the labor and material employed therein, supervision, and all overhead charges, and such party shall within thirty (30) days after such statement is presented pay to the party doing the work such other party's proportion of the cost of such work.

9. All claims and liability for damage to property or injury to persons made against or incurred by either or both of the parties hereto and arising out of or alleged to have arisen out of the joint use of poles under this agreement shall be settled between the parties as follows:

(a) Each party shall be responsible for all claims and liabilities for damage and injury caused by or arising out of its sole negligence or its failure to comply with the Specifications as required herein.

(b) Each party shall be responsible for all claims and liabilities for injury to its own employees or damage to its own property caused by the concurrent negligence of both parties or due to causes which cannot be traced to the sole negligence of either party.

Any payments made by either party to injured employees or their relatives or representatives in conformity with the provisions of any Workmen's Compensation Act or any act creating a liability in the employer to pay compensation for personal injury to any employee by accident arising out of and in the course of his employment, whether based on negligence on the part of the employee or not, or in conformity with any plan for employees' disability benefits or death benefits now established or hereafter adopted by the parties or either of them, shall be made by the employing party without reimbursement from the other party if such injury occurs as

a result of (1) causes which cannot be traced to the negligence or failure of either party to comply with the Specifications as provided herein, or (2) as a result of the negligence or concurrent negligence of the employing party; but if such injury occurs as a result of the sole negligence of the other party it shall reimburse the employing party for such payment.

(c) Each party shall be responsible for one-half (1/2) of all claims and liabilities for injuries to persons other than employees of either party and damage to property other than that belonging to either party, which damage or injury shall be caused by the concurrent negligence of both parties or which shall be due to causes which cannot be traced to the sole negligence of either party.

(d) All claims and liabilities arising hereunder that are asserted against or affect both parties hereto shall be dealt with by the parties jointly; provided, however, that in any case where the claimant desires to settle any such claim for liability upon terms acceptable to one of the parties but not to the other, the party to which said terms are acceptable may, at its election, pay to the other party one-half (1/2) of the expense which such settlement would involve and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.

(e) For the purpose of making adjustments between the parties hereto of any claims of liability for damages or injury arising hereunder, the sum to be adjusted shall be considered to include all expenses incurred by the parties in connection therewith, including costs, attorney's fees, disbursements, and other proper charges and expenditures.

10. The owning party shall have the right to continue and extend rights and privileges conferred upon others not parties to this agreement, by contract or otherwise, to use any pole covered by this agreement, and to grant such rights and privileges to others. It is understood, however, that for the purpose of this agreement the attachments of any such person not a party to this agreement shall be treated as attachments belonging to the owning party, except that the owner may not require the other party hereto to remove its attachments in order to provide space for the attachments of such other party or to rearrange its attachments in order to provide space unless such other party to this agreement shall be reimbursed for the cost of such rearrangement.

11. Any notice or reply provided in this agreement to be given by either party to the other party shall be in writing and, unless otherwise provided herein, shall be considered to be given on the day that the communication containing such notice is mailed, telegraphed, or personally delivered to the Division Manager, Tennessee Valley Authority, Nashville, Tennessee, on behalf of Authority, and Supt., Warren Rural Electric Cooperative Corporation, Bowling Green, Ky., on behalf of Distributor, or to such other person or address as either party may from time to time designate in writing for that purpose.

12. Except as otherwise provided in this agreement, neither party hereto shall assign or otherwise dispose of this agreement or any

of its rights or interests hereunder, without the written consent of the other party.

13. Any waiver at any time by either of the parties hereto with respect to any default of the other party or with respect to any other matter arising in connection with this agreement shall not be considered a waiver with respect to any subsequent default or matter.

14. All existing agreements between the parties, including such agreements specified in contracts providing for the acquisition of property and facilities by Authority and/or Distributor, for the joint use of poles within the territory covered by this agreement shall be considered subject to the terms of this agreement and provisions of said contracts inconsistent with the terms of this agreement shall be considered canceled. Rental for any attachments previously made but not yet billed shall be billed and paid under the terms of this agreement.

15. This agreement shall be effective upon execution. All the terms and conditions of this agreement governing the joint use of poles shall continue to apply to the joint use of all pole attachments which have become or have been made subject to this agreement so long as the joint use of such poles continues. So far as further granting of joint use by either party is concerned, this agreement may be terminated at any time one (1) year or more from the date of execution by written notice given by either party to the other party six (6) months in advance of the date of termination stated in such notice. Upon the expiration of five (5) years from the date of this agreement, and at the end of every five (5) year period thereafter, the parties shall review the provisions and terms of this agreement and shall consider the desirability of readjusting the rental provided for herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

Attest:

TENNESSEE VALLEY AUTHORITY

Assistant Secretary

By H. W. Wiseman
~~General~~ Acting Manager of Power Legal Dept.

Attest:

L. T. Hildreth
(Name and Title)
Sec.-Treas.

By M. O. Hatcher
(Name and Title)
Pres.

CAR:mb
9/27/43

EXHIBIT B

Application No. _____

Permit No. _____

TENNESSEE VALLEY AUTHORITY _____
(Distributor)

APPLICATION AND PERMIT FOR ATTACHMENT OR REMOVAL OF FACILITIES

To:

The undersigned party to the Joint-Use Agreement between the Tennessee Valley Authority and _____ dated as of _____, 194_, hereby requests permission to (attach/remove) _____ the following facilities (to/from) _____ certain poles and fixtures as provided in section 1 of said Joint-Use Agreement:

State:
Line:
Pole No.:
Number of Poles Attached:
Purpose of Attachment:

Details of Attachment: (Number of wires to be attached to each pole; gauge and type of wire; voltages to be carried and characteristics of use; other facilities to be attached.)

A sketch of the proposed attachment is attached to and made a part of this application.

By _____

The (attachments/removals) _____ described in the above application are hereby permitted subject to the terms and conditions of the Joint-Use Agreement

[ ] with no additional requirements.

[ ] upon condition that:

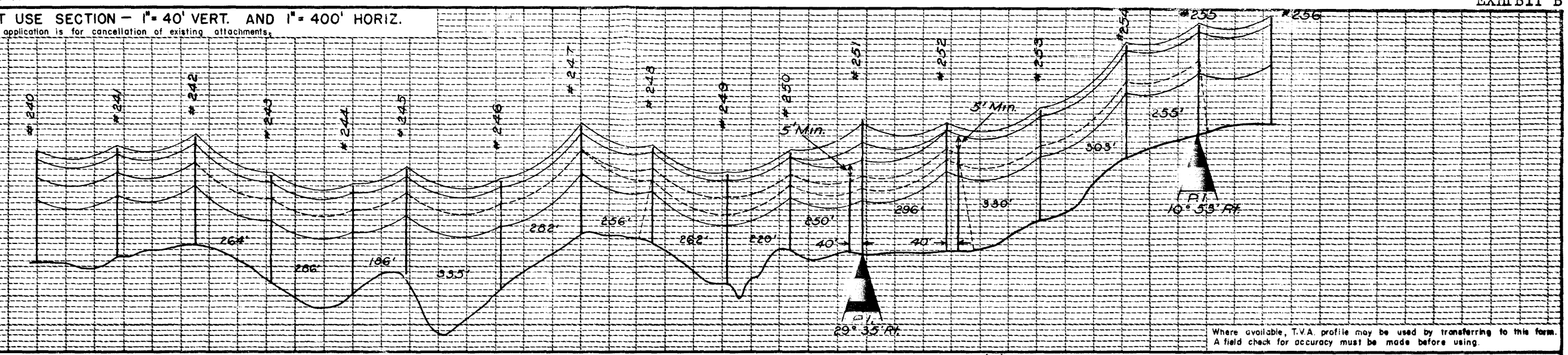
By _____

T.V.A. 593 DE — JOINT USE DATA

EXHIBIT B

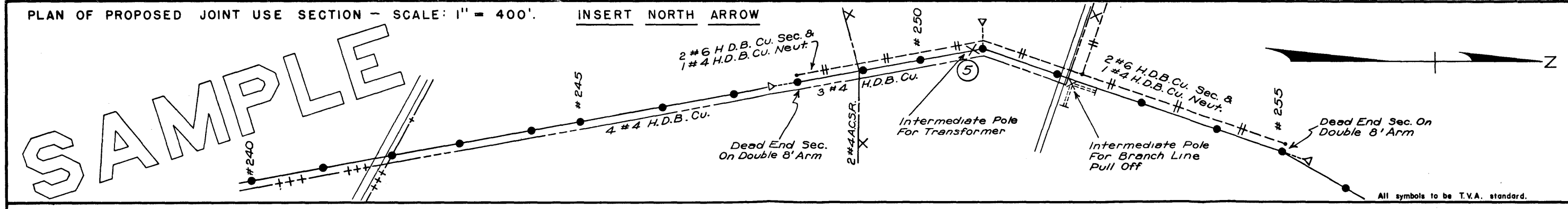
PROFILE OF PROPOSED JOINT USE SECTION — 1"= 40' VERT. AND 1"= 400' HORIZ.

Profile is not necessary where application is for cancellation of existing attachments.



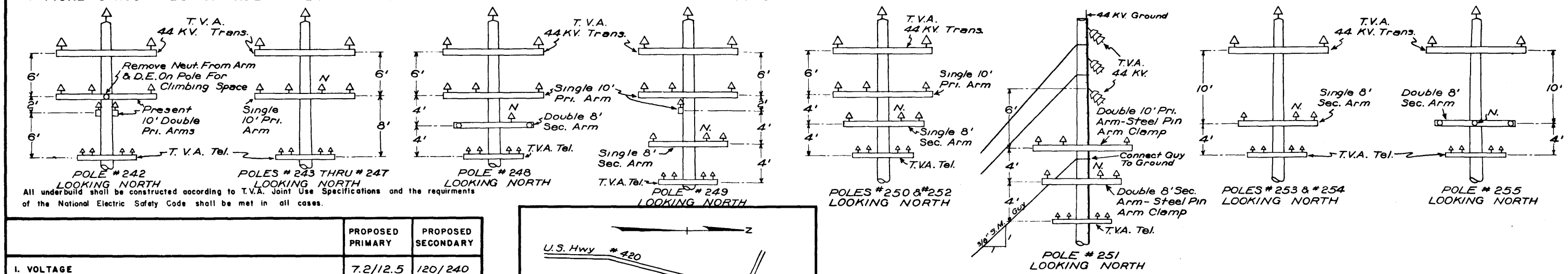
Where available, T.V.A. profile may be used by transferring to this form. A field check for accuracy must be made before using.

PLAN OF PROPOSED JOINT USE SECTION — SCALE: 1" = 400'. INSERT NORTH ARROW



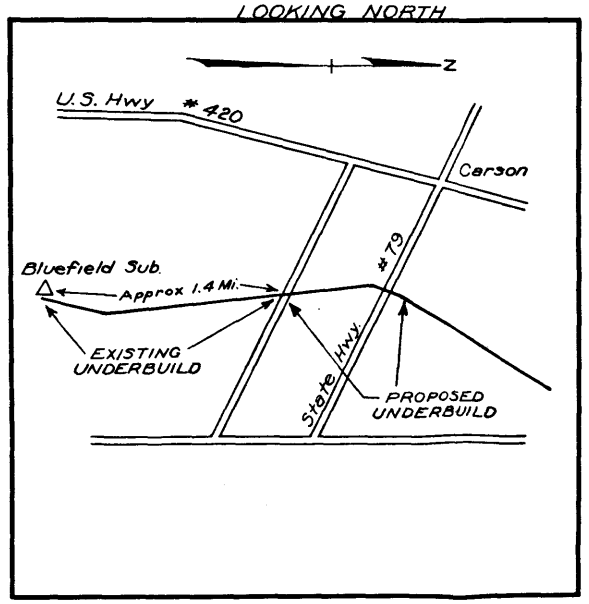
All symbols to be T.V.A. standard.

TYPICAL STRUCTURES OF ALL TYPES TO BE USED ON INVOLVED SECTION OF T. V. A. LINE



All underbuild shall be constructed according to T.V.A. Joint Use Specifications and the requirments of the National Electric Safety Code shall be met in all cases.

	PROPOSED PRIMARY	PROPOSED SECONDARY
1. VOLTAGE	7.2/12.5	120/240
2. NO., SIZE, AND COMPOSITION OF CONDUCTORS	4 #4 H.D.B. Cu.	2 #6 & 1 #4 H.B.D. Cu.
3. MAXIMUM TENSION OF CONDUCTOR (% OF ULTIMATE)	50 %	50 %
4. DESIGN LOADING	Med.	Med.
5. MINIMUM GROUND CLEARANCE	23'	19'
6. SIZE OF CROSSARM	3¼"X4¾"X10'	3½"X4½"X8'
7. SIZE AND KIND OF GUY WIRE	3/8" S.M.	3/8" S.M.
8. TYPE AND SIZE OF ANCHOR	12" Cone - 8" X 5' Log	8" Cone
9. INSULATORS - PIN TYPE - MAKE AND CATALOGUE NO.	Pinco L-1044	Hemingray H-512
10. INSULATORS - SUSPENSION - MAKE AND CATALOGUE NO.	Pinco L-600	Joslyn J 0342
11. TYPE OF NEUTRAL (UNI / MULTI / ISOLATED)	COMMON	



VICINITY MAP — SCALE 1"= 1 MILE

The exact date shall be furnished the Authority upon completion of work as shown on this application.

Date Completed .....

This form to be filled out for proposed underbuild, removal of existing underbuild, or any changes in existing underbuild.

APPROVED	DATE
DIVISION MANAGER	
DISTRIBUTION ENGINEER	
TRANSMISSION ENGINEER	
TEL. AND COM. DIVISION	
POWER OPERATIONS	
MANAGERS OFFICE	

CONSUMERS ELECTRIC COOPERATIVE

TO THE TENNESSEE VALLEY AUTHORITY

APPLICATION FOR APPROVAL OF PROPOSED UNDERBUILD OR CHANGE OF STATUS OF EXISTING UNDERBUILD ON THE T.V.A. 44 KV. LINE FROM HONDO TO WALDEN, NEAR CARSON (CITY) PAIGE (COUNTY) TENN. (STATE), BETWEEN T.V.A. POLES NO. 242 AND 255

DRAWN G.E.V.
TRACED W.K.H.
CHECKED
CORRECT

SUBMITTED John Doe Mgr.

DATE: 11-27-40

Reserved for TVA Reference No

C51-1182

TENNESSEE VALLEY AUTHORITY
Chattanooga, Tennessee
November 8, 1944

TV-82619
Supple. #1

Mr. W. E. Lacy, President
Pennyrile Rural Electric Cooperative Corp.
Hopkinsville, Kentucky

Dear Sir:

Re: Joint Use Poles Agreement
Dated _____

A number of provisions of the above agreement are susceptible of an interpretation prohibiting arrangements between us which would permit a crew of either of us working on any job to perform certain tasks for the other on a cost basis. Notwithstanding any provisions in the above agreement which might be construed otherwise, we believe that the agreement should be interpreted to permit the parties thereto to enter into informal arrangements under which either party's crew performing work on a line jointly used may, upon request, perform certain tasks for the other party on a cost basis. For example, if the Authority is making a routine pole replacement and notifies you of the necessity of transferring your attachments to a new pole, this interpretation would permit the Authority's crew, upon request, to perform the entire job, and you would be required merely to reimburse the Authority for the actual cost of the work performed for you. Similarly, whenever you undertake work which would require the rearrangement or removal of Authority's facilities, your crew could perform, upon request, the tasks for the Authority and you would be reimbursed therefor by us on a cost basis.

If this interpretation of the above agreement is acceptable to you, please execute and return to me four (4) of the attached copies of this letter and we will consider this interpretation to be established as the proper construction of the agreement.

Very truly yours,

TENNESSEE VALLEY AUTHORITY

G. O. Wessenauer
Manager of Power

Accepted and agreed to this
29 day of Nov., 1944.

By W E Lacy

Title Pres

AGREEMENT FOR JOINT USE OF POLES
Between
TENNESSEE VALLEY AUTHORITY
And

THIS AGREEMENT, made as of February 25, , 1944, by and between TENNESSEE VALLEY AUTHORITY (hereinafter called "Authority"), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933 as amended, and

PENNYRILE RURAL ELECTRIC COOPERATIVE CORPORATION

W I T N E S S E T H :

WHEREAS, Authority is engaged in transmitting surplus electric energy and in connection with such business maintains and operates a system of pole lines in the Tennessee Valley and surrounding territory; and

WHEREAS, within a portion of the same area Distributor is engaged in constructing, maintaining, and operating a plant and system for the distribution of power; and

WHEREAS, Distributor and Authority desire to enter into an agreement whereby each may use jointly with the other the pole lines maintained by the other for the attachment of the facilities of each whenever such joint use shall be of mutual advantage, and desire to agree upon proper rules, regulations, and terms for such joint use;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and subject to all of the provisions of the Tennessee Valley Authority Act of 1933 as amended, the parties hereto mutually covenant and agree as follows:

1. Subject to the terms and conditions stated herein, each party owning poles within the territory served by both parties will, at the request of the other party, permit the use by the other party of any of its said poles for the attachment of facilities of the other party; provided, however, that the owning party shall not be required to permit such joint use when it will interfere with the use of such pole by the owning party, or when the owning party is using or intends to use circuits of such character that joint use will be undesirable.

2. Except as otherwise provided herein, the joint use of the poles covered by this agreement (1) when used for the attachment of communication and signal circuits shall at all times be in conformity with the National Electric Safety Code and the terms and provisions of the Specifications for the Construction and Maintenance of Jointly Used Wood Pole Lines Carrying Supply and Communication Circuits, Edison Electric Institute and American Telephone and Telegraph Company (January 1937) (hereinafter called "Communication Specifications"), hereby made a part of this agreement, and (2) when used for the attachment of transmission or distribution facilities shall at all times be in conformity with the National Electric Safety Code and with

the terms and provisions of the Specifications for Distribution Circuits on TVA Transmission Pole Lines, Tennessee Valley Authority, Department of Operations, Distribution Engineering Section (January 1, 1941) (hereinafter called "Distribution Specifications"), attached hereto as Exhibit A and hereby made a part of this agreement (the word "Specifications" as used hereinafter shall mean "Communication Specifications" and/or "Distribution Specifications," as the circumstances may require); provided, that in case either Communication Specifications or Distribution Specifications would be applicable and there is conflict between them, the provisions of the Distribution Specifications shall be controlling; and provided, further, that in any case a provision of governmental authority prevents compliance with the applicable Specifications, such poles as are thereby affected shall be excluded from this agreement; and further provided, that item 7(b) of Part I of the Communication Specifications shall not be applicable.

3. (a) When either party shall desire to attach any facility to or to remove any facility from any pole of the other party as provided in this agreement, the party desiring to attach or remove shall give to the party owning the pole written notice of such desire specifying in such notice the location of the pole in question and the number, kind, and arrangement of attachments which it desires to place thereon or remove therefrom and the character of the facility involved. Such notice may be substantially in the form attached hereto as Exhibit B. Within thirty (30) days after the receipt of notice of desire to attach, the owner of such pole shall notify the party desiring to make the attachment whether such attachment may be made or whether the said pole is excepted under the provisions of section 1 above. In the event the making of such attachment will require rearranging the facilities of the owner on such pole, the owner shall so state, giving the approximate cost of such rearranging, and the attaching party will pay the actual cost of such rearranging. Such cost may include overheads, not in excess of twelve and one-half percent (12-1/2%), applicable to such work. Upon receipt of permission from the owner of the pole and after the party desiring to make the attachment shall have obtained in a form satisfactory to the owner of the said pole any public or private grants or consents that may be necessary for the use by it of said pole, and after the completion of any necessary transferring or rearranging of the owner's facilities on the said pole, the party desiring to make the attachment may proceed to make such attachment. If the attaching party shall fail to furnish the owning party with such a grant or consent satisfactory to the owning party, the owning party may refuse permission to make the attachment or, if the attachment has already been made, may require the attaching party to remove its facilities. Neither party shall be responsible for or be considered to guarantee the permission of property owners or any responsible governmental agency for the use of its poles by the other party. Changes in character, location, or arrangement of any attachment shall be considered a new attachment and must be submitted for the approval of the owning party in accordance with the provisions of this section.

(b) Except as otherwise expressly provided herein, each party desiring to make attachments to a pole of the other party shall, at its own expense, place, maintain, rearrange, transfer, and remove its own attachments and do all trimming which it shall deem necessary for the protection of its attachments and shall perform such work promptly and in such manner as not to interfere with the services of the owning party.

(c) In any case where the parties have established joint use of a pole under the terms of this agreement and the owning party desires to change the character or operating conditions of its circuits or facilities on such jointly used pole so that it will be necessary for the other party to change its facilities or construction in order to permit satisfactory operation and to comply with the provisions of the applicable Specifications, the owning party shall give thirty (30) days' notice to the other party of such desired change. Each party shall arrange its facilities at its own expense to conform with such requirements and applicable Specifications. In the event the necessary changes are not completed within the thirty (30) day period the owning party may make said changes at the expense of the other party.

(d) In the event the owning party determines that the other party's use of the pole interferes with the owner's existing or immediately contemplated use of said pole, the owner may require the other party to remove its facilities from such pole by giving the attaching party written notice sixty (60) days in advance of the time for removal stated in such notice. The non-owning party shall, at its expense, remove its attachments within the sixty (60) day period, or as soon thereafter as it can obtain the materials and do the work necessary for the relocation of its facilities.

4. (a) When either party shall desire to attach its facilities to any pole of the other party and such attachment will require the replacement of the existing pole by a new pole, the party owning the pole shall make such replacement at the request of the party desiring to make the attachment, and the party desiring to make the attachment will pay the owning party the value in place of the remaining life of the removed pole, plus the difference between the cost in place of the new pole and the estimated cost in place of a pole similar in kind to the new pole and similar in size to the pole removed, plus the cost of removal of the old pole, and plus the cost to the owning party of removing its facilities from the old pole and attaching them to the new pole. The party requiring the replacement shall have the choice of taking the removed pole or of having its salvage value, as determined by the owning party, deducted from the sum to be paid by the party requiring the replacement.

(b) Whenever any governmental requirement or the requirement of a property-owner makes it necessary for the owner of a jointly used pole to relocate such pole, the owner shall give reasonable written notice of such necessity to the other party, specifying in such notice the time and place of such relocation and the jointly using party shall at the time so specified transfer its attachments to the pole at the new location at its own expense.

(c) When it is necessary to replace a jointly used pole carrying terminals or underground connections, the new pole shall be set in the same hole which the replaced pole occupied unless it is necessary or desirable to set it in a different place.

(d) Except in case of emergency, the owner of any jointly used pole, before replacing or relocating such pole, shall give reasonable written notice to the other party, specifying in such notice the pole, the intended time of the replacement or relocation, and the place of the relocation,

and the jointly using party shall at the time so specified, at its own expense, transfer its attachments to the new pole or to the pole at the new location.

5. Except as otherwise provided herein, each party shall at its own expense maintain poles owned by it in a safe and serviceable condition in accordance with the applicable Specifications, and any such pole shall be replaced at once if it shall become unserviceable. Each party shall, at its own expense, maintain its attachments in a safe condition and in thorough repair at all times and in accordance with the said Specifications, and shall do all trimming which it shall deem necessary for the protection of its own facilities. Each party shall, within a reasonable time from the effective date of this agreement, rearrange or replace any of its poles or facilities installed prior to the date of this agreement in order to conform such poles or facilities to the said Specifications; provided, that there shall be excepted from this requirement any pole or facility the rearrangement or replacement of which is agreed by both parties to be unnecessary. The costs of such rearrangement and/or replacement shall be borne by the parties in the manner prescribed in section 3(a) and/or section 4(a), respectively.

6. Either party attaching facilities to the poles of the other party may remove such facilities at any time. If the owner of any jointly used pole shall desire to abandon its use of and retire such pole, it shall give written notice of abandonment to the other party sixty (60) days in advance of the time of abandonment stated in such notice. If the attaching party desires to maintain its attachments on such pole, the attaching party shall purchase the pole from the owning party for the remaining value of such pole as agreed upon by the parties, and such pole shall thereupon become the property of the attaching party which shall save the former owner of the pole harmless from all obligation, liability, damage, costs, expenses, or charges incurred thereafter because of, or arising out of, the presence or condition of such pole or of any attachments thereon. Credit shall be allowed the purchasing party for the depreciated value of any portion of the cost of such pole which it may have paid.

7. The owning party shall bill and the attaching party shall pay One Dollar ($1) per pole per annum for each and every pole attached. Such bills shall be for fiscal year periods ending on June 30 of each year, shall be submitted on or before the thirty-first (31st) day of March of each year and shall include a statement of the number of poles owned by each party upon which the other party had attachments (including guys) on December 31 of that fiscal year. Wires or cables attached only for the purpose of providing clearance for such wires or cables and not for the support of such wires or cables shall not be considered attachments for billing purposes. The determination of the number of jointly used poles shall be based upon Authority's field count made in 1940 adjusted according to records existing at the time of execution of this agreement, and after the execution of this agreement according to attachments and removals made during the year as evidenced by accepted applications therefor. The record of attachments shall be subject to a complete field check during 1945 and every fifth (5th) year thereafter. Either party found by such field check to have made an attachment to a pole or poles of the other party without

the submission and approval of an application as provided herein shall pay to the party owning such pole or poles Ten Dollars ($10) for each such pole to which such an attachment has been made. No rebates shall be made for attachments paid for but found by the field check to have been removed without notification. All rental payments provided for herein, except the first payment, shall be due on the thirtieth (30th) day of June of each year and shall be paid not later than the tenth (10th) day of July following. The first payment shall be due sixty (60) days after receipt of the invoice. Such first payment shall include a settlement for the benefits received by each party under existing joint-use agreements based upon the pro-rata portion of the annual rates stated in such existing joint-use agreements allocable to the period from the end of the last period for which payment was made under such agreements to June 30, 1943. Each attachment made by either party and not under the terms of any existing agreement shall be paid for at the rate of One Dollar ($1) for each year (partial years being prorated) such attachment has existed as of June 30, 1943, and such payment shall be made within sixty (60) days after receipt of the invoice. For the purpose of billing for the fiscal year 1943, the number of attachments shall be the number existing as of December 31, 1942.

8. Upon the completion of any work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other, the party performing the work shall present to the other party as soon as possible after the completion of such work a properly certified, itemized statement in triplicate showing the entire cost of the labor and material employed therein, supervision, and all overhead charges, and such party shall within thirty (30) days after such statement is presented pay to the party doing the work such other party's proportion of the cost of such work.

~~9. All claims and liability for damage to property or injury to~~ persons made against or incurred by either or both of the parties hereto and arising out of or alleged to have arisen out of the joint use of poles under this agreement shall be settled between the parties as follows:

(a) Each party shall be responsible for all claims and liabilities for damage and injury caused by or arising out of its sole negligence or its failure to comply with the Specifications as required herein.

(b) Each party shall be responsible for all claims and liabilities for injury to its own employees or damage to its own property caused by the concurrent negligence of both parties or due to causes which cannot be traced to the sole negligence of either party.

Any payments made by either party to injured employees or their relatives or representatives in conformity with the provisions of any Workmen's Compensation Act or any act creating a liability in the employer to pay compensation for personal injury to any employee by accident arising out of and in the course of his employment, whether based on negligence on the part of the employee or not, or in conformity with any plan for employees' disability benefits or death benefits now established or hereafter adopted by the parties or either of them, shall be made by the employing ~~party without reimbursement from the other party if such injury occurs as~~

~~a result of (1) causes which cannot be traced to the negligence or failure~~ of either party to comply with the Specifications as provided herein, or (2) as a result of the negligence or concurrent negligence of the employing party; but if such injury occurs as a result of the sole negligence of the other party it shall reimburse the employing party for such payment.

(c) Each party shall be responsible for one-half (1/2) of all claims and liabilities for injuries to persons other than employees of either party and damage to property other than that belonging to either party, which damage or injury shall be caused by the concurrent negligence of both parties or which shall be due to causes which cannot be traced to the sole negligence of either party.

(d) All claims and liabilities arising hereunder that are asserted against or affect both parties hereto shall be dealt with by the parties jointly; provided, however, that in any case where the claimant desires to settle any such claim for liability upon terms acceptable to one of the parties but not to the other, the party to which said terms are acceptable may, at its election, pay to the other party one-half (1/2) of the expense which such settlement would involve and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.

(e) For the purpose of making adjustments between the parties hereto of any claims of liability for damages or injury arising hereunder, the sum to be adjusted shall be considered to include all expenses incurred by the parties in connection therewith, including costs, attorney's fees, ~~disbursements, and other proper charges and expenditures.~~

10. The owning party shall have the right to continue and extend rights and privileges conferred upon others not parties to this agreement, by contract or otherwise, to use any pole covered by this agreement, and to grant such rights and privileges to others. It is understood, however, that for the purpose of this agreement the attachments of any such person not a party to this agreement shall be treated as attachments belonging to the owning party, except that the owner may not require the other party hereto to remove its attachments in order to provide space for the attachments of such other party or to rearrange its attachments in order to provide space unless such other party to this agreement shall be reimbursed for the cost of such rearrangement.

11. Any notice or reply provided in this agreement to be given by either party to the other party shall be in writing and, unless otherwise provided herein, shall be considered to be given on the day that the communication containing such notice is mailed, telegraphed, or personally delivered to the Division Manager, Tennessee Valley Authority, Nashville, Tennessee, on behalf of Authority, and Manager, Pennyrile Rural Electric Cooperative Corporation, Hopkinsville, Ky., on behalf of Distributor, or to such other person or address as either party may from time to time designate in writing for that purpose.

12. Except as otherwise provided in this agreement, neither party hereto shall assign or otherwise dispose of this agreement or any

of its rights or interests hereunder, without the written consent of the other party.

13. Any waiver at any time by either of the parties hereto with respect to any default of the other party or with respect to any other matter arising in connection with this agreement shall not be considered a waiver with respect to any subsequent default or matter.

14. All existing agreements between the parties, including such agreements specified in contracts providing for the acquisition of property and facilities by Authority and/or Distributor, for the joint use of poles within the territory covered by this agreement shall be considered subject to the terms of this agreement and provisions of said contracts inconsistent with the terms of this agreement shall be considered canceled. Rental for any attachments previously made but not yet billed shall be billed and paid under the terms of this agreement.

15. This agreement shall be effective upon execution. All the terms and conditions of this agreement governing the joint use of poles shall continue to apply to the joint use of all pole attachments which have become or have been made subject to this agreement so long as the joint use of such poles continues. So far as further granting of joint use by either party is concerned, this agreement may be terminated at any time one (1) year or more from the date of execution by written notice given by either party to the other party six (6) months in advance of the date of termination stated in such notice. Upon the expiration of five (5) years from the date of this agreement, and at the end of every five (5) year period thereafter, the parties shall review the provisions and terms of this agreement and shall consider the desirability of readjusting the rental provided for herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

Attest:

Assistant Secretary

TENNESSEE VALLEY AUTHORITY

By _____ Legal
~~General~~ Manager as Power Atty Dept.

Attest:

PEMBYRILE RURAL ELECTRIC COOPERATIVE CORPORATION

_____
(Name and Title) Secretary

By _____
(Name and Title) President

CAR:mb
9/27/43

EXHIBIT B

Application No. _____

Permit No. _____

TENNESSEE VALLEY AUTHORITY

_____
(Distributor)

APPLICATION AND PERMIT FOR ATTACHMENT OR REMOVAL OF FACILITIES

To:

The undersigned party to the Joint-Use Agreement between the Tennessee Valley Authority and _____ dated as of _____, 194_, hereby requests permission to (attach/remove) _____ the following facilities (to/from) _____ certain poles and fixtures as provided in section 1 of said Joint-Use Agreement:

State:
Line:
Pole No.:
Number of Poles Attached:
Purpose of Attachment:

Details of Attachment: (Number of wires to be attached to each pole; gauge and type of wire; voltages to be carried and characteristics of use; other facilities to be attached.)

A sketch of the proposed attachment is attached to and made a part of this application.

By _____

The (attachments/removals) _____ described in the above application are hereby permitted subject to the terms and conditions of the Joint-Use Agreement

[_] with no additional requirements.

[_] upon condition that:

By _____

C51-1182

TENNESSEE VALLEY AUTHORITY
Chattanooga, Tennessee
November 8, 1944

TV-84017
Supple. #1

Mr. Ed C. Ray, President
West Kentucky R.E.C.C.
Mayfield, Kentucky

Dear Sir:

Re: Joint Use of Poles Agreement
Dated 6-11-42

A number of provisions of the above agreement are susceptible of an interpretation prohibiting arrangements between us which would permit a crew of either of us working on any job to perform certain tasks for the other on a cost basis. Notwithstanding any provisions in the above agreement which might be construed otherwise, we believe that the agreement should be interpreted to permit the parties thereto to enter into informal arrangements under which either party's crew performing work on a line jointly used may, upon request, perform certain tasks for the other party on a cost basis. For example, if the Authority is making a routine pole replacement and notifies you of the necessity of transferring your attachments to a new pole, this interpretation would permit the Authority's crew, upon request, to perform the entire job, and you would be required merely to reimburse the Authority for the actual cost of the work performed for you. Similarly, whenever you undertake work which would require the rearrangement or removal of Authority's facilities, your crew could perform, upon request, the tasks for the Authority and you would be reimbursed therefor by us on a cost basis.

If this interpretation of the above agreement is acceptable to you, please execute and return to me four (4) of the attached copies of this letter and we will consider this interpretation to be established as the proper construction of the agreement.

Very truly yours,

TENNESSEE VALLEY AUTHORITY

G. O. Wessenauer

G. O. Wessenauer
Manager of Power

Accepted and agreed to this
15th day of Nov., 1944.

West Ky Rural Electric Corp Co.

By Ed C Ray

Title President

TV-84017

AGREEMENT FOR JOINT USE OF POLES
Between
TENNESSEE VALLEY AUTHORITY
And
WEST KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION

THIS AGREEMENT, made as of **June 11**, 1948, by and between TENNESSEE VALLEY AUTHORITY (hereinafter called "Authority"), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933 as amended, and **WEST KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION (hereinafter called "Distributor"), a corporation duly created, organized, and existing under and by virtue of the laws of the Commonwealth of Kentucky;**

W I T N E S S E T H :

WHEREAS, Authority is engaged in transmitting surplus electric energy and in connection with such business maintains and operates a system of pole lines in the Tennessee Valley and surrounding territory; and

WHEREAS, within a portion of the same area Distributor is engaged in constructing, maintaining, and operating a plant and system for the distribution of power; and

WHEREAS, Distributor and Authority desire to enter into an agreement whereby each may use jointly with the other the pole lines maintained by the other for the attachment of the facilities of each whenever such joint use shall be of mutual advantage, and desire to agree upon proper rules, regulations, and terms for such joint use;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and subject to all of the provisions of the Tennessee Valley Authority Act of 1933 as amended, the parties hereto mutually covenant and agree as follows:

1. Subject to the terms and conditions stated herein, each party owning poles within the territory served by both parties will, at the request of the other party, permit the use by the other party of any of its said poles for the attachment of facilities of the other party; provided, however, that the owning party shall not be required to permit such joint use when it will interfere with the use of such pole by the owning party, or when the owning party is using or intends to use circuits of such character that joint use will be undesirable.

2. Except as otherwise provided herein, the joint use of the poles covered by this agreement (1) when used for the attachment of communication and signal circuits shall at all times be in conformity with the National Electric Safety Code and the terms and provisions of the Specifications for the Construction and Maintenance of Jointly Used Wood Pole Lines Carrying Supply and Communication Circuits, Edison Electric Institute and American Telephone and Telegraph Company (January 1937) (hereinafter called "Communication Specifications"), hereby made a part of this agreement, and (2) when used for the attachment of transmission or distribution facilities shall at all times be in conformity with the National Electric Safety Code and with

the terms and provisions of the Specifications for Distribution Circuits on TVA Transmission Pole Lines, Tennessee Valley Authority, Department of Operations, Distribution Engineering Section (January 1, 1941) (hereinafter called "Distribution Specifications"), attached hereto as Exhibit A and hereby made a part of this agreement (the word "Specifications" as used hereinafter shall mean "Communication Specifications" and/or "Distribution Specifications," as the circumstances may require); provided, that in case either Communication Specifications or Distribution Specifications would be applicable and there is conflict between them, the provisions of the Distribution Specifications shall be controlling; and provided, further, that in any case a provision of governmental authority prevents compliance with the applicable Specifications, such poles as are thereby affected shall be excluded from this agreement; and further provided, that item 7(b) of Part I of the Communication Specifications shall not be applicable.

3. (a) When either party shall desire to attach any facility to or to remove any facility from any pole of the other party as provided in this agreement, the party desiring to attach or remove shall give to the party owning the pole written notice of such desire specifying in such notice the location of the pole in question and the number, kind, and arrangement of attachments which it desires to place thereon or remove therefrom and the character of the facility involved. Such notice may be substantially in the form attached hereto as Exhibit B. Within thirty (30) days after the receipt of notice of desire to attach, the owner of such pole shall notify the party desiring to make the attachment whether such attachment may be made or whether the said pole is excepted under the provisions of section 1 above. In the event the making of such attachment will require rearranging the facilities of the owner on such pole, the owner shall so state, giving the approximate cost of such rearranging, and the attaching party will pay the actual cost of such rearranging. Such cost may include overheads, not in excess of twelve and one-half percent (12-1/2%), applicable to such work. Upon receipt of permission from the owner of the pole and after the party desiring to make the attachment shall have obtained in a form satisfactory to the owner of the said pole any public or private grants or consents that may be necessary for the use by it of said pole, and after the completion of any necessary transferring or rearranging of the owner's facilities on the said pole, the party desiring to make the attachment may proceed to make such attachment. If the attaching party shall fail to furnish the owning party with such a grant or consent satisfactory to the owning party, the owning party may refuse permission to make the attachment or, if the attachment has already been made, may require the attaching party to remove its facilities. Neither party shall be responsible for or be considered to guarantee the permission of property owners or any responsible governmental agency for the use of its poles by the other party. Changes in character, location, or arrangement of any attachment shall be considered a new attachment and must be submitted for the approval of the owning party in accordance with the provisions of this section.

(b) Except as otherwise expressly provided herein, each party desiring to make attachments to a pole of the other party shall, at its own expense, place, maintain, rearrange, transfer, and remove its own attachments and do all trimming which it shall deem necessary for the protection of its attachments and shall perform such work promptly and in such manner as not to interfere with the services of the owning party.

(c) In any case where the parties have established joint use of a pole under the terms of this agreement and the owning party desires to change the character or operating conditions of its circuits or facilities on such jointly used pole so that it will be necessary for the other party to change its facilities or construction in order to permit satisfactory operation and to comply with the provisions of the applicable Specifications, the owning party shall give thirty (30) days' notice to the other party of such desired change. Each party shall arrange its facilities at its own expense to conform with such requirements and applicable Specifications. In the event the necessary changes are not completed within the thirty (30) day period the owning party may make said changes at the expense of the other party.

(d) In the event the owning party determines that the other party's use of the pole interferes with the owner's existing or immediately contemplated use of said pole, the owner may require the other party to remove its facilities from such pole by giving the attaching party written notice sixty (60) days in advance of the time for removal stated in such notice. The non-owning party shall, at its expense, remove its attachments within the sixty (60) day period, or as soon thereafter as it can obtain the materials and do the work necessary for the relocation of its facilities.

4. (a) When either party shall desire to attach its facilities to any pole of the other party and such attachment will require the replacement of the existing pole by a new pole, the party owning the pole shall make such replacement at the request of the party desiring to make the attachment, and the party desiring to make the attachment will pay the owning party the value in place of the remaining life of the removed pole, plus the difference between the cost in place of the new pole and the estimated cost in place of a pole similar in kind to the new pole and similar in size to the pole removed, plus the cost of removal of the old pole, and plus the cost to the owning party of removing its facilities from the old pole and attaching them to the new pole. The party requiring the replacement shall have the choice of taking the removed pole or of having its salvage value, as determined by the owning party, deducted from the sum to be paid by the party requiring the replacement.

(b) Whenever any governmental requirement or the requirement of a property-owner makes it necessary for the owner of a jointly used pole to relocate such pole, the owner shall give reasonable written notice of such necessity to the other party, specifying in such notice the time and place of such relocation and the jointly using party shall at the time so specified transfer its attachments to the pole at the new location at its own expense.

(c) When it is necessary to replace a jointly used pole carrying terminals or underground connections, the new pole shall be set in the same hole which the replaced pole occupied unless it is necessary or desirable to set it in a different place.

(d) Except in case of emergency, the owner of any jointly used pole, before replacing or relocating such pole, shall give reasonable written notice to the other party, specifying in such notice the pole, the intended time of the replacement or relocation, and the place of the relocation,

and the jointly using party shall at the time so specified, at its own expense, transfer its attachments to the new pole or to the pole at the new location.

5. Except as otherwise provided herein, each party shall at its own expense maintain poles owned by it in a safe and serviceable condition in accordance with the applicable Specifications, and any such pole shall be replaced at once if it shall become unserviceable. Each party shall, at its own expense, maintain its attachments in a safe condition and in thorough repair at all times and in accordance with the said Specifications, and shall do all trimming which it shall deem necessary for the protection of its own facilities. Each party shall, within a reasonable time from the effective date of this agreement, rearrange or replace any of its poles or facilities installed prior to the date of this agreement in order to conform such poles or facilities to the said Specifications; provided, that there shall be excepted from this requirement any pole or facility the rearrangement or replacement of which is agreed by both parties to be unnecessary. The costs of such rearrangement and/or replacement shall be borne by the parties in the manner prescribed in section 3(a) and/or section 4(a), respectively.

6. Either party attaching facilities to the poles of the other party may remove such facilities at any time. If the owner of any jointly used pole shall desire to abandon its use of and retire such pole, it shall give written notice of abandonment to the other party sixty (60) days in advance of the time of abandonment stated in such notice. If the attaching party desires to maintain its attachments on such pole, the attaching party shall purchase the pole from the owning party for the remaining value of such pole as agreed upon by the parties, and such pole shall thereupon become the property of the attaching party which shall save the former owner of the pole harmless from all obligation, liability, damage, costs, expenses, or charges incurred thereafter because of, or arising out of, the presence or condition of such pole or of any attachments thereon. Credit shall be allowed the purchasing party for the depreciated value of any portion of the cost of such pole which it may have paid.

7. The owning party shall bill and the attaching party shall pay One Dollar ($1) per pole per annum for each and every pole attached. Such bills shall be for fiscal year periods ending on June 30 of each year, shall be submitted on or before the thirty-first (31st) day of March of each year and shall include a statement of the number of poles owned by each party upon which the other party had attachments (including guys) on December 31 of that fiscal year. Wires or cables attached only for the purpose of providing clearance for such wires or cables and not for the support of such wires or cables shall not be considered attachments for billing purposes. The determination of the number of jointly used poles shall be based upon Authority's field count made in 1940 adjusted according to records existing at the time of execution of this agreement, and after the execution of this agreement according to attachments and removals made during the year as evidenced by accepted applications therefor. The record of attachments shall be subject to a complete field check during 1945 and every fifth (5th) year thereafter. Either party found by such field check to have made an attachment to a pole or poles of the other party without

the submission and approval of an application as provided herein shall pay to the party owning such pole or poles Ten Dollars ($10) for each such pole to which such an attachment has been made. No rebates shall be made for attachments paid for but found by the field check to have been removed without notification. All rental payments provided for herein, except the first payment, shall be due on the thirtieth (30th) day of June of each year and shall be paid not later than the tenth (10th) day of July following. The first payment shall be due sixty (60) days after receipt of the invoice. Such first payment shall include a settlement for the benefits received by each party under existing joint-use agreements based upon the pro-rata portion of the annual rates stated in such existing joint-use agreements allocable to the period from the end of the last period for which payment was made under such agreements to June 30, 1943. Each attachment made by either party and not under the terms of any existing agreement shall be paid for at the rate of One Dollar ($1) for each year (partial years being prorated) such attachment has existed as of June 30, 1943, and such payment shall be made within sixty (60) days after receipt of the invoice. For the purpose of billing for the fiscal year 1943, the number of attachments shall be the number existing as of December 31, 1942.

8. Upon the completion of any work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other, the party performing the work shall present to the other party as soon as possible after the completion of such work a properly certified, itemized statement in triplicate showing the entire cost of the labor and material employed therein, supervision, and all overhead charges, and such party shall within thirty (30) days after such statement is presented pay to the party doing the work such other party's proportion of the cost of such work.

~~9. All claims and liability for damage to property or injury to~~ persons made against or incurred by either or both of the parties hereto and arising out of or alleged to have arisen out of the joint use of poles under this agreement shall be settled between the parties as follows:

(a) Each party shall be responsible for all claims and liabilities for damage and injury caused by or arising out of its sole negligence or its failure to comply with the Specifications as required herein.

(b) Each party shall be responsible for all claims and liabilities for injury to its own employees or damage to its own property caused by the concurrent negligence of both parties or due to causes which cannot be traced to the sole negligence of either party.

Any payments made by either party to injured employees or their relatives or representatives in conformity with the provisions of any Workmen's Compensation Act or any act creating a liability in the employer to pay compensation for personal injury to any employee by accident arising out of and in the course of his employment, whether based on negligence on the part of the employee or not, or in conformity with any plan for employees' disability benefits or death benefits now established or hereafter adopted by the parties or either of them, shall be made by the employing ~~party without reimbursement from the other party if such injury occurs as~~

~~a result of (1) causes which cannot be traced to the negligence or failure~~ of either party to comply with the Specifications as provided herein, or (2) as a result of the negligence or concurrent negligence of the employing party; but if such injury occurs as a result of the sole negligence of the other party it shall reimburse the employing party for such payment.

(c) Each party shall be responsible for one-half (1/2) of all claims and liabilities for injuries to persons other than employees of either party and damage to property other than that belonging to either party, which damage or injury shall be caused by the concurrent negligence of both parties or which shall be due to causes which cannot be traced to the sole negligence of either party.

(d) All claims and liabilities arising hereunder that are asserted against or affect both parties hereto shall be dealt with by the parties jointly; provided, however, that in any case where the claimant desires to settle any such claim for liability upon terms acceptable to one of the parties but not to the other, the party to which said terms are acceptable may, at its election, pay to the other party one-half (1/2) of the expense which such settlement would involve and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.

(e) For the purpose of making adjustments between the parties hereto of any claims of liability for damages or injury arising hereunder, the sum to be adjusted shall be considered to include all expenses incurred by the parties in connection therewith, including costs, attorney's fees, ~~disbursements, and other proper charges and expenditures.~~

10. The owning party shall have the right to continue and extend rights and privileges conferred upon others not parties to this agreement, by contract or otherwise, to use any pole covered by this agreement, and to grant such rights and privileges to others. It is understood, however, that for the purpose of this agreement the attachments of any such person not a party to this agreement shall be treated as attachments belonging to the owning party, except that the owner may not require the other party hereto to remove its attachments in order to provide space for the attachments of such other party or to rearrange its attachments in order to provide space unless such other party to this agreement shall be reimbursed for the cost of such rearrangement.

11. Any notice or reply provided in this agreement to be given by either party to the other party shall be in writing and, unless otherwise provided herein, shall be considered to be given on the day that the communication containing such notice is mailed, telegraphed, or personally delivered to the Division Manager, Tennessee Valley Authority, Jackson, Tennessee, on behalf of Authority, and the Superintendent, West Kentucky Rural Electric Cooperative Corporation, Mayfield, Kentucky, on behalf of Distributor, or to such other person or address as either party may from time to time designate in writing for that purpose.

12. Except as otherwise provided in this agreement, neither party hereto shall assign or otherwise dispose of this agreement or any

of its rights or interests hereunder, without the written consent of the other party.

13. Any waiver at any time by either of the parties hereto with respect to any default of the other party or with respect to any other matter arising in connection with this agreement shall not be considered a waiver with respect to any subsequent default or matter.

14. All existing agreements between the parties, including such agreements specified in contracts providing for the acquisition of property and facilities by Authority and/or Distributor, for the joint use of poles within the territory covered by this agreement shall be considered subject to the terms of this agreement and provisions of said contracts inconsistent with the terms of this agreement shall be considered canceled. Rental for any attachments previously made but not yet billed shall be billed and paid under the terms of this agreement.

15. This agreement shall be effective upon execution. All the terms and conditions of this agreement governing the joint use of poles shall continue to apply to the joint use of all pole attachments which have become or have been made subject to this agreement so long as the joint use of such poles continues. So far as further granting of joint use by either party is concerned, this agreement may be terminated at any time one (1) year or more from the date of execution by written notice given by either party to the other party six (6) months in advance of the date of termination stated in such notice. Upon the expiration of five (5) years from the date of this agreement, and at the end of every five (5) year period thereafter, the parties shall review the provisions and terms of this agreement and shall consider the desirability of readjusting the rental provided for herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

Attest:

Assistant Secretary

TENNESSEE VALLEY AUTHORITY

By _____ Legal
~~General~~ Manager of Power Dept.

Attest:

Martha Haskell Rockwell
(Name and Title)

WEST KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION

By _____
(Name and Title) Superintendent

CAR:mb
9/27/43