

**KENTUCKY PUBLIC SERVICE COMMISSION**

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In the Matter of: )  
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ELECTRONIC REVIEW OF POLE ) CASE NO. 2022-00064  
ATTACHMENT TARIFFS FILED )  
PURSUANT TO 807 KAR 5:015, SECTION 3 )  
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**OBJECTIONS OF THE KENTUCKY BROADBAND AND  
CABLE ASSOCIATION TO NEWLY FILED KENTUCKY TARIFFS**

In accordance with the Kentucky Public Service Commission’s (“PSC’s”) March 2, 2022, Order, the Kentucky Broadband and Cable Association and its members<sup>1</sup> (“KBCA”) respectfully submit these objections to the tariffs filed pursuant to 807 KAR 5:015 Section 3(7).

On February 1, 2022, 807 KAR 5:015, the PSC’s comprehensive pole attachment regulations went into effect. These rules will do much to spur cost-efficient and timely broadband deployment in Kentucky, including in rural areas. Connecting rural Kentucky to reliable broadband service will drive innovation, support new businesses, and improve opportunities for those in rural communities. High-speed internet will further enable access to critical telehealth and online educational opportunities.

As required by 807 KAR 5:015, Section 3, Kentucky’s pole-owning utilities have filed proposed pole attachment tariffs in order to implement the regulations. While the terms and conditions in the utilities’ proposed tariffs largely comply with 807 KAR 5:015, certain utilities have proposed terms and conditions that are inconsistent with 807 KAR 5:015 or are otherwise

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<sup>1</sup> The KBCA’s members are Access Cable, Armstrong, C&W Cable, Charter Communications, Comcast, Inter Mountain Cable, Lycom Communications, Mediacom, Suddenlink, and TVS Cable. Kentucky Broadband & Cable Association, Our Members, *available at* <https://www.kybroadband.org/members>.

unreasonable. See KRS § 278.030 (stating utilities’ rates and terms of service must be reasonable); 807 KAR 5:015 at Section 3(4). As a result, and pursuant to the PSC’s March 2, 2022, Order, KBCA hereby submits these objections to the tariffs filed pursuant to 807 KAR 5:015 Section 3(7). *In The Matter Of Electronic Review Of Pole Attachment Tariffs Filed Pursuant To 807 KAR 5:015, Section 3*, Case No. 2022-00064, Order at 2 (Kentucky Public Service Commission March 2, 2022). KBCA also agrees that, as several of the tariffs state, the tariffs are intended to, and should be, “interpreted consistent with the requirements of 807 KAR 5:015 (the ‘Pole Attachment Regulation’) and KRS Chapter 278.” See, e.g., Meade County Rural Electric Cooperative Corporation, Kentucky P.S.C. No. 1, Original Page No. 1. But, to the extent that any tariff is ultimately “interpreted” by a utility to be consistent with the rules, but KBCA disagrees with that interpretation as applied, KBCA reserves its right to object to the utility’s interpretation. In addition, to the extent any particular tariff is silent with regard to any specific rule, the PSC should clarify that the regulations apply.

**OBJECTIONS TO PROPOSED TARIFFS**

**Ballard Rural Telephone Cooperative Corp., Inc. [Incorporates Duo County Access Tariff 2A]**

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<b><i>Costs To Replace Poles That Are Not Red-Tagged.</i></b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “[t]he make-ready cost, if any, for a pole that is not a red tagged pole to be replaced with a new Pole to accommodate the new Attacher’s attachment shall be charged the Company’s cost [sic] in accordance with the Company’s tariff or a special contract regarding pole attachments between the Company and the new Attacher.” KBCA should only pay its reasonable share of a pole replacement.	Original Page 18-18 Sec.18.19
<b><i>Indemnity.</i></b> KBCA objects to any standard that makes an attacher responsible for the negligence of the pole owner, including the requirement that the “Attacher shall indemnify, protect, and hold	Original Page 18-7 Sec. 18.8(1)

harmless the Company and other joint-users of said poles from and against any and all loss, costs, claims . . . arising out of . . . the joint negligence of the Attacher and the Company and/or any joint users.”	
<b>Termination of Attachments.</b> KBCA objects to a provision giving the Company a broad right to terminate KBCA’s rights under the tariff and remove its attachments “[i]f the Attacher shall fail to comply with any of the provisions of this tariff, including . . . timely payment of any amounts due, and shall fail for thirty (30) days after written notice from the Company to correct such non-compliance.”	Original Page 18-10 Sec. 18.11

**Bellsouth Telecommunications Kentucky**

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<b>Sanction For Declining To Participate In An Inventory Survey.</b> KBCA objects to the provision that “[i]f Attaching Party declines to participate in an Inventory Survey (i.e., providing the locations of its existing attachments), and AT&T discovers an unauthorized attachment by Attaching Party, AT&T will also be entitled to invoice Attaching Party a sanction of \$100.00 for each such unauthorized attachment that AT&T discovers.” In order for this penalty to apply, there must be a meaningful opportunity for the attaching party to participate in an audit. If an attacher participates by cooperating with AT&T during the audit process (without actually going out in the field with the auditors, which may not be possible), that cooperation should constitute participation.	Original Page 66 Sec. 18.2.2
<b>Claim Limitations.</b> KBCA objects to Section 29.1, including the provision that “[e]xcept as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than 24 months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention. Any legal action arising in connection with this Agreement must be filed within 24 months after the cause of action accrues, with the exception of a Continuing Violation, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.”	Original Page 78 Section 29.1
<b>Indemnity.</b> KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner. KBCA specifically objects to Section 22.2, which states “Attaching Party will indemnify, hold harmless, and, on request, defend AT&T from any Claim or Liability, if such Claim and/or Liability arises out of Attaching Party’s work in, on, or in the vicinity of AT&T’s Structure and /or Attaching Party’s access to or use of AT&T’s	Original Page 70 Section 22.2

Structure, except to the extent caused by AT&T's willful or intentional misconduct, or gross negligence.”	
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**Big Rivers Electric Corporation**

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms and Conditions</b>	<b>Citation</b>
<b><i>Costs To Replace Poles That Are Not Red-Tagged.</i></b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement.” KBCA should only pay its reasonable share of a pole replacement.	Original Sheets 38.29-38.30 Section 6
<b><i>Reservation of Space.</i></b> KBCA objects to the provision allowing the pole owner to reserve additional space on a newly installed pole for the pole owner’s “sole use” “in anticipation of [its] future requirements or additions.” Any reservation of space must be tied to a specific, known plan to provide core electric services.	Original Sheets 38.29-38.30 Section 6
<b><i>Overlashing.</i></b> KBCA objects to the requirement that “[o]verlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Big Rivers in connection with overlashing activity.”	Original Sheet 38.22 Section 2
<b><i>Inventory Penalty.</i></b> KBCA objects to any provision imposing penalties for breaches, other than an unauthorized attachment fee to compensate a pole owner for non-payment of rent. KBCA specifically objects to Section 5, which states “Big Rivers may impose a penalty in the amount of one hundred dollars (\$100) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in Section 5 – Inventory (Audit) And Inspections – Corrections, and an additional one hundred dollars (\$100) every ninetieth (90 <sup>th</sup> ) day thereafter until Licensee addresses the violation(s) to Big Rivers’ reasonable satisfaction.”	Original Sheet 38.29 Section 5
<b><i>Indemnity.</i></b> KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner. KBCA specifically objects to Section 16, which states in part “Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the sole gross negligence or willful misconduct of any Indemnified Person.”	Original Sheet 38.40-42 Section 16
<b><i>Contractor Insurance Obligations.</i></b> KBCA objects to any requirement that its contractors and subcontractors be required to carry the same insurance as KBCA, including the statement that	Original Sheet 38.26 Section 4

<p>“Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this rate schedule and the obligations of this rate schedule (including but not limited to the insurance and indemnification obligations under this rate schedule).” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.</p>	
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**Blue Grass Energy Cooperative Corporation**

***Objections To Terms That Violate 807 KAR 5:015***

<b>Terms That Violate 807 KAR 5:015</b>	<b>Citation</b>
<p><b><i>Overlashing.</i></b> KBCA objects to any requirement to provide more than “advance notice of planned overlashing,” as required by 807 KAR 5:015, Section 3(5). In particular, KBCA objects to any requirement to provide as part of its “notice” “a pole-loading analysis certified by a professional engineer licensed in Kentucky.”</p>	<p>Original Sheet 199-200 Art. IV(D)</p>

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<p><b><i>Costs To Replace Poles That Are Not Red-Tagged.</i></b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement.” KBCA should only pay its reasonable share of a pole replacement.</p>	<p>Original Sheet 205-06 Art. VIII(A)</p>
<p><b><i>Reservation of Space.</i></b> KBCA objects to the provision allowing the Cooperative to reserve additional space on a newly installed pole for the Cooperative’s “sole use” “in anticipation of Cooperative’s future requirements or additions.” Any reservation of space must be tied to a specific, known plan to provide core electric services.</p>	<p>Original Sheet 205-06 Art. VIII(A)</p>
<p><b><i>Overlashing.</i></b> KBCA objects to the requirement that “[o]verlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlashing activity.” KBCA further objects to the provision that “[f]ailure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.”</p>	<p>Original Sheet 199-200 Art. IV(D)</p>
<p><b><i>Inventory Penalty.</i></b> KBCA objects to any provision imposing penalties for breaches other than an unauthorized attachment fee to compensate a pole owner for non-payment of rent. KBCA specifically objects to Article VII(E), which states “Cooperative</p>	<p>Original Sheet 203-05 Art. VII</p>

<p>may impose a penalty in the amount of one hundred dollars (\$100) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D - CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90<sup>th</sup>) day thereafter until Licensee addresses the violation(s) to Cooperative’s reasonable satisfaction.”</p>	
<p><b>Indemnity.</b> KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner. KBCA specifically objects to Article XVIII, which states in part “Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the <u>sole gross negligence or willful misconduct</u> of any Indemnified Person.” (Emphasis added).</p>	<p>Original Sheet 212-14 Art. XVIII</p>
<p><b>Contractor Insurance Obligations.</b> KBCA objects to any requirement that its contractors and subcontractors be required to carry the same insurance as KBCA, including the statement that “Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule).” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.</p>	<p>Original Sheet 203 Section VI(E)</p>

**Brandenburg Telephone Company [Incorporates Duo County Access Tariff 2A]**

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<p><b>Costs To Replace Poles That Are Not Red-Tagged.</b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “[t]he make-ready cost, if any, for a pole that is not a red tagged pole to be replaced with a new Pole to accommodate the new Attacher’s attachment shall be charged the Company’s cost in accordance with the Company’s tariff or a special contract regarding pole attachments between the Company and the new Attacher.” KBCA should only pay its reasonable share of a pole replacement.</p>	<p>Original Page 18-18 Sec.18.19</p>
<p><b>Indemnity.</b> KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner, including the requirement that the “Attacher shall indemnify, protect, and hold harmless the Company and other joint-users of said poles from and against any and all loss, cost, claims. . . arising out of . . . the joint negligence of the Attacher and the Company and/or any joint users.”</p>	<p>Original Page 18-7 Sec. 18.8(1)</p>

<b>Termination of Attachments.</b> KBCA objects to a provision giving the Company a broad right to terminate KBCA’s rights under the tariff and remove its attachments “[i]f the Attacher shall fail to comply with any of the provisions of this tariff, including . . . timely payment of any amounts due, and shall fail for thirty (30) days after written notice from the Company to correct such non-compliance.”	Original Page 18-10 Sec. 18.11
<b>Survey Fee Estimate.</b> KBCA objects to a survey fee estimate of \$225 per pole because it is unreasonable and unsupported.	Original Page 18-28 Sec. 18.26

**Cincinnati Bell Telephone Company LLC**

***Objections To Terms That Violate 807 KAR 5:015***

<b>Terms That Violate 807 KAR 5:015</b>	<b>Citation</b>
<b>Costs To Replace Poles.</b> Cincinnati Bells states “[t]he charge for replacement of a pole, required to accommodate attachee’s communications facilities . . . shall be based on the Telephone Company’s fully installed costs less salvage value, if any, and depreciation expense when applicable.” KBCA objects to the extent this requirement conflicts with the Commission’s red-tagged pole framework. KBCA further objects to any provision requiring it to pay more than its reasonable share of pole replacement costs, outside the red-tagged pole context.	3 <sup>rd</sup> Revised Page 41 Sec. 3.2.2

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<b>Unreasonable Charges.</b> KBCA objects to unreasonable, non-cost based charges, specifically this language that all work performed by the Telephone Company “in connection with the furnishing of pole accommodations as covered by this tariff shall be based upon the full cost, plus (10%) of such amount, to the Telephone Company for performance of such work. Such charges shall apply for, but not be limited to, prelicense survey, make-ready work, inspection and removal of attachee’s communication facilities.”	3 <sup>rd</sup> Revised Page 41 Sec. 3.2.1

**Clark Energy Cooperative**

***Objections To Terms That Violate 807 KAR 5:015***

<b>Terms That Violate 807 KAR 5:015</b>	<b>Citation</b>
<b>Overlashing.</b> KBCA objects to any requirement to provide more than “advance notice of planned overlashing,” as required by 807 KAR 5:015, Section 3(5). In particular, KBCA objects to any requirement to provide as part of its “notice” “a pole-loading analysis certified by a professional engineer licensed in Kentucky.”	Original Page 118.6-118.7 Art. IV(D)

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<p><b><i>Costs To Replace Poles That Are Not Red-Tagged.</i></b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement.” KBCA should only pay its reasonable share of a pole replacement.</p>	<p>Original Page 118.12-118.13 Art. VIII(A)</p>
<p><b><i>Reservation of Space.</i></b> KBCA objects to the provision allowing the Cooperative to reserve additional space on a newly installed pole for the Cooperative’s “sole use” “in anticipation of Cooperative’s future requirements or additions.” Any reservation of space must be tied to a specific, known plan to provide core electric services.</p>	<p>Original Page 118.12-118.13 Art. VIII(A)</p>
<p><b><i>Administrative Review Fee.</i></b> KBCA objects to an “administrative review fee” of \$100 for completeness review.</p>	<p>First Revised Page 116 Art. IV(B)(1)</p>
<p><b><i>Overlapping.</i></b> KBCA objects to the requirement that “[o]verlapping parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlapping activity.” KBCA further objects to the provision that “[f]ailure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.”</p>	<p>Original Page 118.6-118.7 Art. IV(D)</p>
<p><b><i>Inventory Penalty.</i></b> KBCA objects to any provision imposing penalties for breaches other than an unauthorized attachment fee to compensate a pole owner for non-payment of rent. KBCA specifically objects to Article VII(E), which states “Cooperative may impose a penalty in the amount of one hundred dollars (\$100) per pole for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D - CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90<sup>th</sup>) day thereafter until Licensee addresses the violation(s) to Cooperative’s reasonable satisfaction.”</p>	<p>Original Page 118.12 Art. VII</p>
<p><b><i>Indemnity.</i></b> KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner. KBCA specifically objects to Article XVIII, which states in part “Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the <u>sole gross negligence or willful misconduct</u> of any Indemnified Person.” (Emphasis added).</p>	<p>Original Page 118.20-118.22 Art. XVIII</p>



<p><b>Contractor Insurance Obligations.</b> KBCA objects to any requirement that its contractors and subcontractors be required to carry the same insurance as KBCA, including the statement that “Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule).” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.</p>	<p>Original Page 118.10 Art. VI(E)</p>
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**Cumberland Valley Electric, Inc.**

***Objections To Terms That Violate 807 KAR 5:015***

<b>Terms That Violate 807 KAR 5:015</b>	<b>Citation</b>
<p><b>Overlashing.</b> KBCA objects to any requirement to provide more than “advance notice of planned overlashing,” as required by 807 KAR 5:015, Section 3(5). In particular, KBCA objects to any requirement to provide as part of its “notice” “a pole-loading analysis certified by a professional engineer licensed in Kentucky.”</p>	<p>Original Sheet No. 116-18 Art. IV(D)</p>

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<p><b>Costs To Replace Poles That Are Not Red-Tagged.</b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement.” KBCA should only pay its reasonable share of a pole replacement.</p>	<p>Original Sheet No. 123-24 Art. VIII(A)</p>
<p><b>Reservation of Space.</b> KBCA objects to the provision allowing the Cooperative to reserve additional space on a newly installed pole for the Cooperative’s “sole use” “in anticipation of Cooperative’s future requirements or additions.” Any reservation of space must be tied to a specific, known plan to provide core electric services.</p>	<p>Original Sheet No. 123-24 Art. VIII(A)</p>
<p><b>Overlashing.</b> KBCA objects to the requirement that “[o]verlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlashing activity.” KBCA further objects to the provision that “[f]ailure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.”</p>	<p>Original Sheet No. 116-18 Art. IV(D)</p>

<p><b><i>Inventory Penalty.</i></b> KBCA objects to any provision imposing penalties for breaches other than an unauthorized attachment fee to compensate a pole owner for non-payment of rent. KBCA specifically objects to Article VII(E), which states “Cooperative may impose a penalty in the amount of one hundred dollars (\$100) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D - CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90<sup>th</sup>) day thereafter until Licensee addresses the violation(s) to Cooperative’s reasonable satisfaction.”</p>	<p>Original Sheet No. 123 Art. VII</p>
<p><b><i>Indemnity.</i></b> KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner. KBCA specifically objects to Article XVIII, which states in part “Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the <u>sole gross negligence or willful misconduct</u> of any Indemnified Person.” (Emphasis added).</p>	<p>Original Sheet No. 131-33 Art. XVIII</p>
<p><b><i>Contractor Insurance Obligations.</i></b> KBCA objects to any requirement that its contractors and subcontractors be required to carry the same insurance as KBCA, including the statement that “Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule).” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.</p>	<p>Original Sheet No. 120-21 Art. VI(E)</p>

**Farmers R.E.C.C.**

***Objections To Terms That Violate 807 KAR 5:015***

<b>Terms That Violate 807 KAR 5:015</b>	<b>Citation</b>
<p><b><i>Overlashing.</i></b> KBCA objects to any requirement to provide more than “advance notice of planned overlashing,” as required by 807 KAR 5:015, Section 3(5). In particular, KBCA objects to any requirement to provide as part of its “notice” “a pole-loading analysis certified by a professional engineer licensed in Kentucky.”</p>	<p>Original Sheet No. 124-125 Art. IV(D)</p>

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<p><b><i>Costs To Replace Poles That Are Not Red-Tagged.</i></b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “Licensee</p>	<p>Original Sheet No. 130 Art. VIII(A)</p>

<p>shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement.” KBCA should only pay its reasonable share of a pole replacement.</p>	
<p><b>Reservation of Space.</b> KBCA objects to the provision allowing the Cooperative to reserve additional space on a newly installed pole for the Cooperative’s “sole use” “in anticipation of Cooperative’s future requirements or additions.” Any reservation of space must be tied to a specific, known plan to provide core electric services.</p>	<p>Original Sheet No. 130 Art. VIII(A)</p>
<p><b>Overlashing.</b> KBCA objects to the requirement that “[o]verlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlashing activity.” KBCA further objects to the provision that “[f]ailure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.”</p>	<p>Original Sheet No. 124-125 Art. IV(D)</p>
<p><b>Inventory Penalty.</b> KBCA objects to any provision imposing penalties for breaches other than an unauthorized attachment fee to compensate a pole owner for non-payment of rent. KBCA specifically objects to Article VII(E), which states “Cooperative may impose a penalty in the amount of one hundred dollars (\$100) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D - CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90<sup>th</sup>) day thereafter until Licensee addresses the violation(s) to Cooperative’s reasonable satisfaction.”</p>	<p>Original Sheet No. 130 Art. VII</p>
<p><b>Indemnity.</b> KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner. KBCA specifically objects to Article XVIII, which states in part “Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the <u>sole gross negligence or willful misconduct</u> of any Indemnified Person.” (Emphasis added).</p>	<p>Original Sheet No. 136-138 Art. XVIII</p>
<p><b>Contractor Insurance Obligations.</b> KBCA objects to any requirement that its contractors and subcontractors be required to carry the same insurance as KBCA, including the statement that “Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule).” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.</p>	<p>Original Sheet 128 Art. VI(E)</p>

**Fleming-Mason Energy Cooperative, Inc.**

***Objections To Terms That Violate 807 KAR 5:015***

<b>Terms That Violate 807 KAR 5:015</b>	<b>Citation</b>
<b><i>Overlashing.</i></b> KBCA objects to any requirement to provide more than “advance notice of planned overlashing,” as required by 807 KAR 5:015, Section 3(5). In particular, KBCA objects to any requirement to provide as part of its “notice” “a pole-loading analysis certified by a professional engineer licensed in Kentucky.”	Original Sheet No. 31.12 Art. IV(D)

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<b><i>Costs To Replace Poles That Are Not Red-Tagged.</i></b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement.” KBCA should only pay its reasonable share of a pole replacement.	Original Sheet No. 31.17 Art. VIII(A)
<b><i>Reservation of Space.</i></b> KBCA objects to the provision allowing FME to reserve additional space on a newly installed pole for the FME’s “sole use” “in anticipation of FME’s future requirements or additions.” Any reservation of space must be tied to a specific, known plan to provide core electric services.	Original Sheet No. 31.17 Art. VIII(A)
<b><i>Overlashing.</i></b> KBCA objects to the requirement that “[o]verlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by FME in connection with overlashing activity.” KBCA further objects to the provision that “[f]ailure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to FME.”	Original Sheet No. 31.12 Art. IV(D)
<b><i>Inventory Penalty.</i></b> KBCA objects to any provision imposing penalties for breaches other than an unauthorized attachment fee to compensate a pole owner for non-payment of rent. KBCA specifically objects to Article VII(E), which states “FME may impose a penalty in the amount of one hundred dollars (\$100) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D - CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90 <sup>th</sup> ) day thereafter until Licensee addresses the violation(s) to FME’s reasonable satisfaction.”	Original Sheet No. 31.17 Art. VII

<p><b>Indemnity.</b> KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner. KBCA specifically objects to Article XVIII, which states in part “Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the <u>sole gross negligence or willful misconduct</u> of any Indemnified Person.” (Emphasis added).</p>	<p>Original Sheet No. 31.23-24 Art. XVIII</p>
<p><b>Contractor Insurance Obligations.</b> KBCA objects to any requirement that its contractors and subcontractors be required to carry the same insurance as KBCA, including the statement that “Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule).” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.</p>	<p>Original Sheet No. 31.15 Art. VI(E)</p>

**Grayson Rural Electric Cooperative Corporation**

***Objections To Terms That Violate 807 KAR 5:015***

<b>Terms That Violate 807 KAR 5:015</b>	<b>Citation</b>
<p><b>Overlashing.</b> KBCA objects to any requirement to provide more than “advance notice of planned overlashing,” as required by 807 KAR 5:015, Section 3(5). In particular, KBCA objects to any requirement to provide as part of its “notice” “a pole-loading analysis certified by a professional engineer licensed in Kentucky.”</p>	<p>Original Page 16-17 Art. IV(D)</p>

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<p><b>Costs To Replace Poles That Are Not Red-Tagged.</b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement.” KBCA should only pay its reasonable share of a pole replacement.</p>	<p>Original Page 23 Art. VIII(A)</p>
<p><b>Reservation of Space.</b> KBCA objects to the provision allowing the Cooperative to reserve additional space on a newly installed pole for the Cooperative’s “sole use” “in anticipation of Cooperative’s future requirements or additions.” Any reservation of space must be tied to a specific, known plan to provide core electric services.</p>	<p>Original Page 23 Art. VIII(A)</p>

<p><b>Overlashing.</b> KBCA objects to the requirement that “[o]verlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlashing activity.” KBCA further objects to the provision that “[f]ailure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.”</p>	<p>Original Page 16-17 Art. IV(D)</p>
<p><b>Inventory Penalty.</b> KBCA objects to any provision imposing penalties for breaches other than an unauthorized attachment fee to compensate a pole owner for non-payment of rent. KBCA specifically objects to Article VII(E), which states “Cooperative may impose a penalty in the amount of one hundred dollars (\$100) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D - CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90th) day thereafter until Licensee addresses the violation(s) to Cooperative’s reasonable satisfaction.”</p>	<p>Original Page 22-23 Art. VII</p>
<p><b>Indemnity.</b> KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner. KBCA specifically objects to Article XVIII, which states in part “Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the <u>sole gross negligence or willful misconduct</u> of any Indemnified Person.” (Emphasis added).</p>	<p>Original Page 30-31 Art. XVIII</p>
<p><b>Contractor Insurance Obligations.</b> KBCA objects to any requirement that its contractors and subcontractors be required to carry the same insurance as KBCA, including the statement that “Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule).” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.</p>	<p>Original Page 20 Art. VI(E)</p>

**Inter-County Energy**

***Objections To Terms That Violate 807 KAR 5:015***

<p><b>Terms That Violate 807 KAR 5:015</b></p>	<p><b>Citation</b></p>
<p><b>Overlashing.</b> KBCA objects to any requirement to provide more than “advance notice of planned overlashing,” as required by 807 KAR 5:015, Section 3(5). In particular, KBCA objects to any requirement to provide as part of its “notice” “a pole-loading analysis certified by a professional engineer licensed in Kentucky.”</p>	<p>Original Sheet No. 123.9-123.10 Art. IV(D)</p>

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<p><b><i>Costs To Replace Poles That Are Not Red-Tagged.</i></b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement.” KBCA should only pay its reasonable share of a pole replacement.</p>	<p>Original Sheet No. 123.15-16 Art. VIII(A)</p>
<p><b><i>Reservation of Space.</i></b> KBCA objects to the provision allowing the Cooperative to reserve additional space on a newly installed pole for the Cooperative’s “sole use” “in anticipation of Cooperative’s future requirements or additions.” Any reservation of space must be tied to a specific, known plan to provide core electric services.</p>	<p>Original Sheet No. 123.15-16 Art. VIII(A)</p>
<p><b><i>Overlashing.</i></b> KBCA objects to the requirement that “[o]verlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlashing activity.” KBCA further objects to the provision that “[f]ailure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.”</p>	<p>Original Sheet No. 123.9-123.10 Art. IV(D)</p>
<p><b><i>Inventory Penalty.</i></b> KBCA objects to any provision imposing penalties for breaches other than an unauthorized attachment fee to compensate a pole owner for non-payment of rent. KBCA specifically objects to Article VII(E), which states “Cooperative may impose a penalty in the amount of one hundred dollars (\$100) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D - CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90th) day thereafter until Licensee addresses the violation(s) to Cooperative’s reasonable satisfaction.”</p>	<p>Original Sheet No. 123.15 Art. VII</p>
<p><b><i>Indemnity.</i></b> KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner. KBCA specifically objects to Article XVIII, which states in part “Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the <u>sole gross negligence or willful misconduct</u> of any Indemnified Person.” (Emphasis added).</p>	<p>Original Sheet No. 123.24-25 Art. XVIII</p>
<p><b><i>Contractor Insurance Obligations.</i></b> KBCA objects to any requirement that its contractors and subcontractors be required to carry the same insurance as KBCA, including the statement that “Licensee shall require its agents, contractors and subcontractors to</p>	<p>Original Sheet No. 123.13 Art. VI(E)</p>

comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule).” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.	
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**Jackson Purchase Energy Corporation**

***Objections To Terms That Violate 807 KAR 5:015***

<b>Terms That Violate 807 KAR 5:015</b>	<b>Citation</b>
<b><i>Overlashing.</i></b> KBCA objects to any requirement to provide more than “advance notice of planned overlashing,” as required by 807 KAR 5:015, Section 3(5). In particular, KBCA objects to any requirement to provide as part of its “notice” “a pole-loading analysis certified by a professional engineer licensed in Kentucky.”	Sheet No. 173-74 Art. IV(D)

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<b><i>Costs To Replace Poles That Are Not Red-Tagged.</i></b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement.” KBCA should only pay its reasonable share of a pole replacement.	Sheet No. 180 Art. VIII(A)
<b><i>Reservation of Space.</i></b> KBCA objects to the provision allowing the Cooperative to reserve additional space on a newly installed pole for the Cooperative’s “sole use” “in anticipation of Cooperative’s future requirements or additions.” Any reservation of space must be tied to a specific, known plan to provide core electric services.	Sheet No. 180 Art. VIII(A)
<b><i>Overlashing.</i></b> KBCA objects to the requirement that “[o]verlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlashing activity.” KBCA further objects to the provision that “[f]ailure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.”	Sheet No. 173-74 Art. IV(D)
<b><i>Inventory Penalty.</i></b> KBCA objects to any provision imposing penalties for breaches other than an unauthorized attachment fee to compensate a pole owner for non-payment of rent. KBCA specifically objects to Article VII(E), which states “Cooperative may impose a penalty in the amount of one hundred dollars (\$100)	Sheet No. 177-79 Art. VII



<p>for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D - CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90th) day thereafter until Licensee addresses the violation(s) to Cooperative’s reasonable satisfaction.”</p>	
<p><b>Indemnity.</b> KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner. KBCA specifically objects to Article XVIII, which states in part “Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the <u>sole gross negligence or willful misconduct</u> of any Indemnified Person.” (Emphasis added).</p>	<p>Sheet No. 187-188 Art. XVIII</p>
<p><b>Contractor Insurance Obligations.</b> KBCA objects to any requirement that its contractors and subcontractors be required to carry the same insurance as KBCA, including the statement that “Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule).” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.</p>	<p>Sheet No. 177 Art. VI(E)</p>

**Jackson Energy Cooperative Corporation**

***Objections To Terms That Violate 807 KAR 5:015***

<b>Terms That Violate 807 KAR 5:015</b>	<b>Citation</b>
<p><b>Overlashing.</b> KBCA objects to any requirement to provide more than “advance notice of planned overlashing,” as required by 807 KAR 5:015, Section 3(5). In particular, KBCA objects to any requirement to provide as part of its “notice” “a pole-loading analysis.”</p>	<p>Original Sheet No. 311 Art. IV(D)</p>

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<p><b>Costs To Replace Poles That Are Not Red-Tagged.</b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement.” KBCA should only pay its reasonable share of a pole replacement.</p>	<p>Original Sheet No. 315 Art. VIII(A)</p>

<p><b>Reservation of Space.</b> KBCA objects to the provision allowing the Cooperative to reserve additional space on a newly installed pole for the Cooperative’s “sole use” “in anticipation of Cooperative’s future requirements or additions.” Any reservation of space must be tied to a specific, known plan to provide core electric services.</p>	<p>Original Sheet No. 315 Art. VIII(A)</p>
<p><b>Overlapping.</b> KBCA objects to the requirement that “[o]verlapping parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlapping activity.” KBCA further objects to the provision that “[f]ailure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.”</p>	<p>Original Sheet No. 311 Art. IV(D)</p>
<p><b>Inventory Penalty.</b> KBCA objects to any provision imposing penalties for breaches other than an unauthorized attachment fee to compensate a pole owner for non-payment of rent. KBCA specifically objects to Article VII(E), which states “Cooperative may impose a penalty in the amount of one hundred dollars (\$100) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D - CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90<sup>th</sup>) day thereafter until Licensee addresses the violation(s) to Cooperative’s reasonable satisfaction.”</p>	<p>Original Sheet No. 315 Art. VII</p>
<p><b>Indemnity.</b> KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner. KBCA specifically objects to Article XVIII, which states in part “Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the <u>sole gross negligence or willful misconduct</u> of any Indemnified Person.” (Emphasis added).</p>	<p>Original Sheet No. 321-322 Art. XVIII</p>
<p><b>Contractor Insurance Obligations.</b> KBCA objects to any requirement that its contractors and subcontractors be required to carry the same insurance as KBCA, including the statement that “Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule).” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.</p>	<p>Original Sheet No. 313 Art. VI(E)</p>

**Kenergy**

***Objections To Terms That Violate 807 KAR 5:015***

Terms That Violate 807 KAR 5:015	Citation
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<p><b>Overlashing.</b> KBCA objects to any requirement to provide more than “advance notice of planned overlashing,” as required by 807 KAR 5:015, Section 3(5). In particular, KBCA objects to any requirement to provide as part of its “notice” “a pole-loading analysis certified by a professional engineer licensed in Kentucky.”</p>	<p>Fifth Revised Sheet No. 76, Pages 16-17 Art. IV(D)</p>
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***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<p><b><i>Costs To Replace Poles That Are Not Red-Tagged.</i></b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement.” KBCA should only pay its reasonable share of a pole replacement.</p>	<p>Fifth Revised Sheet No. 76, Page 23 Art. VIII(A)</p>
<p><b><i>Reservation of Space.</i></b> KBCA objects to the provision allowing the Cooperative to reserve additional space on a newly installed pole for the Cooperative’s “sole use” “in anticipation of Cooperative’s future requirements or additions.” Any reservation of space must be tied to a specific, known plan to provide core electric services.</p>	<p>Fifth Revised Sheet No. 76, Page 23 Art. VIII(A)</p>
<p><b><i>Overlashing.</i></b> KBCA objects to the requirement that “[o]verlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlashing activity.” KBCA further objects to the provision that “[f]ailure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.”</p>	<p>Fifth Revised Sheet No. 76, Pages 16-17 Art. IV(D)</p>
<p><b><i>Inventory Penalty.</i></b> KBCA objects to any provision imposing penalties for breaches other than an unauthorized attachment fee to compensate a pole owner for non-payment of rent. KBCA specifically objects to Article VII(E), which states “Cooperative may impose a penalty in the amount of one hundred dollars (\$100) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D - CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90th) day thereafter until Licensee addresses the violation(s) to Cooperative’s reasonable satisfaction.”</p>	<p>Fifth Revised Sheet No. 76, Page 23 Art. VII</p>
<p><b><i>Indemnity.</i></b> KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner. KBCA specifically objects to Article XVIII, which states in part “Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have</p>	<p>Fifth Revised Sheet No. 76, Pages 31-32 Art. XVIII</p>

resulted from the <u>sole gross negligence or willful misconduct</u> of any Indemnified Person.” (Emphasis added).	
<b>Contractor Insurance Obligations.</b> KBCA objects to any requirement that its contractors and subcontractors be required to carry the same insurance as KBCA, including the statement that “Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule).” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.	Fifth Revised Sheet No. 76, Page 20 Art. VI(E)

**Kentucky Power Company**

***Objections To Terms That Violate 807 KAR 5:015***

<b>Terms That Violate 807 KAR 5:015</b>	<b>Citation</b>
<b>Costs To Replace Poles.</b> KBCA objects to KPCO’s pole replacement framework to the extent it conflicts with the Commission’s red-tagged pole framework. KBCA should only pay its reasonable share of a pole replacement. In particular, KBCA objects to the provision stating “[w]here in Company’s judgment a new pole must be erected to replace an existing pole solely to adequately provide for Operator’s proposed attachments, Operator agrees to pay Company for the entire cost of the new pole necessary to accommodate the existing facilities on the pole and Operator’s proposed Attachments, plus the cost of removal of the in-place pole, minus the salvage value, if any, of the removed pole. Operator shall also pay to Company and to any other owner of existing attachments on the pole the cost of transferring each of their respective facilities or attachments to the newly-installed pole.”	Sheet No. 16-5 Paragraph 10

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<b>Charge for Attachments Within Ducts Or Conduit.</b> KBCA objects to a \$2.70 per linear foot charge for attachments within ducts or conduits. KPCO has not provided any cost justification for this new charge.	Sheet No. 16-2 Paragraph 3
<b>Survey Fee Estimate.</b> KBCA objects to a make ready survey fee estimate of \$275 per pole because it is unreasonable and unsupported.	Sheet No. 16-3 Paragraph 6
<b>Indemnity.</b> KBCA objects to any standard that makes an attacher responsible for the negligence of the pole owner.	Sheet No. 16-8 Paragraphs 18 & 19

<p><b>OTMR Timeline.</b> KBCA objects to the requirement that in the context of make ready the attachment customer “shall complete all make-ready within thirty (30) days of the date on which Company approved Operator’s OTMR application (or within forty-five (45) days in the case of a Larger Order), or Operator’s OTMR application will be deemed closed.” These timelines are unreasonable. The deadlines should be the same as the utilities’ deadlines to complete make ready, including deviations from the schedule for good cause.</p>	<p>Sheet No. 16-6 Paragraph 12</p>
<p><b>Default.</b> KBCA objects to a provision giving Kentucky Power a broad right to terminate KBCA’s rights under the tariff and remove its attachments “[i]f Operator fails to comply with any of the provisions of this Tariff or defaults in the performance of any of its obligations under this Tariff and fails within sixty (60) days, after written notice from the Company to correct such default or non-compliance,” including “failure to pay any of the charges, fees or amounts provided in this Tariff.”</p>	<p>Sheet No. 16-11 Paragraph 26</p>

**Kentucky Utilities Company**

***Objections To Terms That Violate 807 KAR 5:015***

<b>Terms That Violate 807 KAR 5:015</b>	<b>Citation</b>
<p><b>Costs To Replace Poles.</b> KU states “[i]f an existing Structure is replaced or a new Structure is erected solely to provide adequate capacity for Attachment Customer’s proposed Attachments, Attachment Customer shall pay a sum equal to the actual material and labor cost of the new Structure, as well as any replaced appurtenances, plus the cost of removal of the existing Structure minus its salvage value, within thirty (30) days of receipt of an invoice.” KBCA objects to the extent this requirement conflicts with the Commission’s red-tagged pole framework. KBCA further objects to any provision requiring it to pay an unreasonable amount for a pole replacement.</p>	<p>Original Sheet No. 40.8. Paragraph 7(f)</p>

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<p><b>Unreasonable Charges.</b> KBCA objects to unreasonable fees charged by the Company, including the requirement that it pay an application review fee of \$75 per pole if that fee does not pay for the survey.</p>	<p>Original Sheet No. 40.6. Paragraph 7(c)</p>
<p><b>Overlapping.</b> KBCA objects to the Company imposing the mainline make ready timeline on KBCA for proposed overlapping that requires make ready. KBCA further objects to the extent any make ready would be required to correct a preexisting violation of</p>	<p>Original Sheet No. 40.16 Paragraph 11(a)</p>

another attacher. KBCA objects to the requirement that “Attachment Customer shall reimburse Company for any costs incurred in evaluating the proposed Overlashing.”	
<b>Contractor Insurance Obligations.</b> KBCA objects to any requirement that its contractors and subcontractors be required to “provide and maintain the same insurance coverage as required of Attachment Customer.” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.	Original Sheet No. 40.25 Paragraph 23(b)
<b>Indemnity.</b> KBCA objects to any standard that makes an attacher responsible for the negligence of the pole owner.	Original Sheet No. 40.21 Paragraph 18
<b>Inspection Penalty.</b> KBCA objects to any provision imposing penalties other than an unauthorized attachment fee charge on it following inspections. KBCA specifically objects to Paragraph 9(j), which states “if Attachment Customer fails to make such adjustments within such time period, Company may make the repairs or adjustments, and Attachment Customer shall pay Company for the actual cost thereof plus a penalty of 25% of actual costs within thirty (30) days of receipt of an invoice.”	Original Sheet No. 40.14 Paragraph 9(j)
<b>OTMR Timeline.</b> KBCA objects to the requirement that in the context of make ready the attachment customer “shall complete all make-ready within thirty (30) days of the date on which Company approved Attachment Customer’s OTMR application (or within forty-five (45) days in the case of a Large Order), or Attachment Customer’s OTMR application will be deemed closed.” These timelines are unreasonable. The deadlines should be the same as the utilities’ deadlines to complete make ready, including deviations from the schedule for good cause.	Original Sheet No. 40.11 Paragraph 8(e)

**Louisville Gas and Electric Company**

***Objections To Terms That Violate 807 KAR 5:015***

<b>Terms That Violate 807 KAR 5:015</b>	<b>Citation</b>
<b>Costs To Replace Poles.</b> LG&E states “[i]f an existing Structure is replaced or a new Structure is erected solely to provide adequate capacity for Attachment Customer’s proposed Attachments, Attachment Customer shall pay a sum equal to the actual material and labor cost of the new Structure, as well as any replaced appurtenances, plus the cost of removal of the existing Structure minus its salvage value, within thirty (30) days of receipt of an invoice.” KBCA objects to the extent this requirement conflicts with the Commission’s red-tagged pole framework. KBCA further objects to any provision requiring it to pay an unreasonable amount for a pole replacement.	Original Sheet No. 40.8. Paragraph 7(f)

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<b><i>Unreasonable Charges.</i></b> KBCA objects to unreasonable fees charged by the Company, including the requirement that it pay an application review fee of \$75 per pole if that fee does not pay for the survey.	Original Sheet No. 40.6. Paragraph 7(c)
<b><i>Overlapping.</i></b> KBCA objects to the Company imposing the mainline make ready timeline on KBCA for proposed overlapping that requires make ready. KBCA further objects to the extent any make ready would be required to correct a preexisting violation of another attacher. KBCA objects to the requirement that “Attachment Customer shall reimburse Company for any costs incurred in evaluating the proposed Overlapping.”	Original Sheet No. 40.13 [page numbering error] Paragraph 11(a)
<b><i>Contractor Insurance Obligations.</i></b> KBCA objects to any requirement that its contractors and subcontractors be required to “provide and maintain the same insurance coverage as required of Attachment Customer.” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.	Original Sheet No. 40.25 Paragraph 23(b)
<b><i>Indemnity.</i></b> KBCA objects to any standard that makes an attacher responsible for the negligence of the pole owner.	Original Sheet No. 40.21 Paragraph 18
<b><i>Inspection Penalty.</i></b> KBCA objects to any provision imposing penalties other than an unauthorized attachment fee charge on it following inspections. KBCA specifically objects to Paragraph 9(j), which states “if Attachment Customer fails to make such adjustments within such time period, Company may make the repairs or adjustments, and Attachment Customer shall pay Company for the actual cost thereof plus a penalty of 10% of actual costs within thirty (30) days of receipt of an invoice.”	Original Sheet No. 40.14 Paragraph 9(j)
<b><i>OTMR Timeline.</i></b> KBCA objects to the requirement that in the context of make ready the attachment customer “shall complete all make-ready within thirty (30) days of the date on which Company approved Attachment Customer’s OTMR application (or within forty-five (45) days in the case of a Large Order), or Attachment Customer’s OTMR application will be deemed closed.” These timelines are unreasonable. The deadlines should be the same as the utilities’ deadlines to complete make ready, including deviations from the schedule for good cause.	Original Sheet No. 40.11 Paragraph 8(e)

**Logan Telephone Cooperative, Inc. [Incorporates Duo County Access Tariff 2A]**

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<b><i>Costs To Replace Poles That Are Not Red-Tagged.</i></b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “[t]he make-ready cost, if any, for a pole that is not a red tagged pole to be replaced with a new Pole to accommodate the new Attacher's attachment shall be charged the Company's cost [ <i>sic</i> ] in accordance with the Company's tariff or a special contract regarding pole attachments between the Company and the new Attacher.” KBCA should only pay its reasonable share of a pole replacement.	Original Page 18-18 Sec.18.19
<b><i>Indemnity.</i></b> KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner, including the requirement that the “Attacher shall indemnify, protect, and hold harmless the Company and other joint-users of said poles from and against any and all loss, costs, claims . . . arising out of . . . the joint negligence of the Attacher and the Company and/or any joint users.”	Original Page 18-7 Sec. 18.8(1)
<b><i>Termination of Attachments.</i></b> KBCA objects to a provision giving the Company a broad right to terminate KBCA’s rights under the tariff and remove its attachments “[i]f the attacher shall fail to comply with any of the provisions of this tariff, including . . . timely payment of any amounts due, and shall fail for thirty (30) days after written notice from the Company to correct such non-compliance.”	Original Page 18-10 Sec. 18.11

**Meade County Rural Electric Cooperative Corporation**

***Objections To Terms That Violate 807 KAR 5:015***

<b>Terms That Violate 807 KAR 5:015</b>	<b>Citation</b>
<b><i>Overlashing.</i></b> KBCA objects to any requirement to provide more than “advance notice of planned overlashing,” as required by 807 KAR 5:015, Section 3(5). In particular, KBCA objects to any requirement to provide as part of its “notice” “a pole-loading analysis certified by a professional engineer licensed in Kentucky.”	Original Page No. 16-17 Art. IV(D)

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<b><i>Costs To Replace Poles That Are Not Red-Tagged.</i></b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “Licensee	Original Page No. 22-23 Art. VIII(A)



<p>shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement.” KBCA should only pay its reasonable share of a pole replacement.</p>	
<p><b>Reservation of Space.</b> KBCA objects to the provision allowing the Cooperative to reserve additional space on a newly installed pole for the Cooperative’s “sole use” “in anticipation of Cooperative’s future requirements or additions.” Any reservation of space must be tied to a specific, known plan to provide core electric services.</p>	<p>Original Page No. 22-23 Art. VIII(A)</p>
<p><b>Overlashing.</b> KBCA further objects to the requirement that “[o]verlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlashing activity.” KBCA further objects to the provision that “[f]ailure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.”</p>	<p>Original Page No. 16-17 Art. IV(D)</p>
<p><b>Inventory Penalty.</b> KBCA objects to any provision imposing penalties for breaches other than an unauthorized attachment fee to compensate a pole owner for non-payment of rent. KBCA specifically objects to Article VII(E), which states “Cooperative may impose a penalty in the amount of one hundred dollars (\$100) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D - CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90<sup>th</sup>) day thereafter until Licensee addresses the violation(s) to Cooperative’s reasonable satisfaction.”</p>	<p>Original Page No. 22 Art. VII</p>
<p><b>Indemnity.</b> KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner. KBCA specifically objects to Article XVIII, which states in part “Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the <u>sole gross negligence or willful misconduct</u> of any Indemnified Person.” (Emphasis added).</p>	<p>Original Page No. 30-32 Art. XVIII</p>
<p><b>Contractor Insurance Obligations.</b> KBCA objects to any requirement that its contractors and subcontractors be required to carry the same insurance as KBCA, including the statement that “Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule).” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.</p>	<p>Original Page 20 Art. VI(E)</p>

*Nolin R.E.C.C.*

*Objections To Terms That Violate 807 KAR 5:015*

<b>Terms That Violate 807 KAR 5:015</b>	<b>Citation</b>
<p><b><i>Overlashing.</i></b> KBCA objects to any requirement to provide more than “advance notice of planned overlashing,” as required by 807 KAR 5:015, Section 3(5). In particular, KBCA objects to any requirement to provide as part of its “notice” “a pole-loading analysis certified by a professional engineer licensed in Kentucky.”</p>	Original Sheet No. 16-17 Art. IV(D)

*Objections To Unreasonable Terms and Conditions*

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<p><b><i>Costs To Replace Poles That Are Not Red-Tagged.</i></b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement.” KBCA should only pay its reasonable share of a pole replacement.</p>	Original Sheet No. 22-23 Art. VIII(A)
<p><b><i>Reservation of Space.</i></b> KBCA objects to the provision allowing the Cooperative to reserve additional space on a newly installed pole for the Cooperative’s “sole use” “in anticipation of Cooperative’s future requirements or additions.” Any reservation of space must be tied to a specific, known plan to provide core electric services.</p>	Original Sheet No. 22-23 Art. VIII(A)
<p><b><i>Overlashing.</i></b> KBCA objects to the requirement that “[o]verlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlashing activity.” KBCA further objects to the provision that “[f]ailure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.”</p>	Original Sheet No. 16-17 Art. IV(D)
<p><b><i>Inventory Penalty.</i></b> KBCA objects to any provision imposing penalties for breaches other than an unauthorized attachment fee to compensate a pole owner for non-payment of rent. KBCA specifically objects to Article VII(E), which states “Cooperative may impose a penalty in the amount of one hundred dollars (\$100) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D - CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90<sup>th</sup>) day thereafter until Licensee addresses the violation(s) to Cooperative’s reasonable satisfaction.”</p>	Original Sheet No. 22 Art. VII

<p><b>Indemnity.</b> KBCA objects to any standard that makes an attacher responsible for the negligence of the pole owner. KBCA specifically objects to Article XVIII, which states in part “Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the <u>sole gross negligence or willful misconduct</u> of any Indemnified Person.” (Emphasis added).</p>	<p>Original Sheet No. 30-31 Art. XVIII</p>
<p><b>Contractor Insurance Obligations.</b> KBCA objects to any requirement that its contractors and subcontractors be required to carry the same insurance as KBCA, including the statement that “Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule).” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.</p>	<p>Original Sheet 19 Art. VI(E)</p>

**Owen Electric Cooperative, Inc.**

***Objections To Terms That Violate 807 KAR 5:015***

<b>Terms That Violate 807 KAR 5:015</b>	<b>Citation</b>
<p><b>Overlashing.</b> KBCA objects to any requirement to provide more than “advance notice of planned overlashing,” as required by 807 KAR 5:015, Section 3(5). In particular, KBCA objects to any requirement to provide as part of its “notice” “a pole-loading analysis certified by a professional engineer licensed in Kentucky.”</p>	<p>Original Sheet No. 84.16-84.17 Art. IV(D)</p>

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<p><b>Costs To Replace Poles That Are Not Red-Tagged.</b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement.” KBCA should only pay its reasonable share of a pole replacement.</p>	<p>Original Sheet No. 84.23 Art. VIII(A)</p>
<p><b>Reservation of Space.</b> KBCA objects to the provision allowing the Cooperative to reserve additional space on a newly installed pole for the Cooperative’s “sole use” “in anticipation of Cooperative’s future requirements or additions.” Any reservation of space must be tied to a specific, known plan to provide core electric services.</p>	<p>Original Sheet No. 84.23 Art. VIII(A)</p>

<p><b>Overlashing.</b> KBCA objects to the requirement that “[o]verlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlashing activity.” KBCA further objects to the provision that “[f]ailure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.”</p>	<p>Original Sheet No. 84.16-84.17 Art. IV(D)</p>
<p><b>Inventory Penalty.</b> KBCA objects to any provision imposing penalties for breaches other than an unauthorized attachment fee to compensate a pole owner for non-payment of rent. KBCA specifically objects to Article VII(E), which states “Cooperative may impose a penalty in the amount of one hundred dollars (\$100) per pole for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D - CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90<sup>th</sup>) day thereafter until Licensee addresses the violation(s) to Cooperative’s reasonable satisfaction.”</p>	<p>Original Sheet No. 84.22 Art. VII</p>
<p><b>Indemnity.</b> KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner. KBCA specifically objects to Article XVIII, which states in part “Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the <u>sole gross negligence or willful misconduct</u> of any Indemnified Person.” (Emphasis added).</p>	<p>Original Sheet No. 84.30-84.32 Art. XVIII</p>
<p><b>Contractor Insurance Obligations.</b> KBCA objects to any requirement that its contractors and subcontractors be required to carry the same insurance as KBCA, including the statement that “Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule).” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.</p>	<p>Original Sheet 84.20 Art. VI(E)</p>

**Salt River Electric**

**Objections To Terms That Violate 807 KAR 5:015**

<b>Terms That Violate 807 KAR 5:015</b>	<b>Citation</b>
<p><b>Overlashing.</b> KBCA objects to any requirement to provide more than “advance notice of planned overlashing,” as required by 807 KAR 5:015, Section 3(5). In particular, KBCA objects to any requirement to provide as part of its “notice” “a pole-loading analysis certified by a professional engineer licensed in Kentucky.”</p>	<p>Original Sheet No. 143-144 Art. IV(D)</p>

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<p><b><i>Costs To Replace Poles That Are Not Red-Tagged.</i></b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement.” KBCA should only pay its reasonable share of a pole replacement.</p>	<p>Original Sheet No. 150 Art. VIII(A)</p>
<p><b><i>Reservation of Space.</i></b> KBCA objects to the provision allowing the Cooperative to reserve additional space on a newly installed pole for the Cooperative’s “sole use” “in anticipation of Cooperative’s future requirements or additions.” Any reservation of space must be tied to a specific, known plan to provide core electric services.</p>	<p>Original Sheet No. 150 Art. VIII(A)</p>
<p><b><i>Overlashing.</i></b> KBCA objects to the requirement that “[o]verlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlashing activity.” KBCA further objects to the provision that “[f]ailure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.”</p>	<p>Original Sheet No. 143-144 Art. IV(D)</p>
<p><b><i>Inventory Penalty.</i></b> KBCA objects to any provision imposing penalties for breaches other than an unauthorized attachment fee to compensate a pole owner for non-payment of rent. KBCA specifically objects to Article VII(E), which states “Cooperative may impose a penalty in the amount of one hundred dollars (\$100) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D - CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90<sup>th</sup>) day thereafter until Licensee addresses the violation(s) to Cooperative’s reasonable satisfaction.”</p>	<p>Original Sheet No. 150 Art. VII</p>
<p><b><i>Indemnity.</i></b> KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner. KBCA specifically objects to Article XVIII, which states in part “Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the <u>sole gross negligence or willful misconduct</u> of any Indemnified Person.” (Emphasis added).</p>	<p>Original Sheet No. 157-59 Art. XVIII</p>
<p><b><i>Contractor Insurance Obligations.</i></b> KBCA objects to any requirement that its contractors and subcontractors be required to carry the same insurance as KBCA, including the statement that “Licensee shall require its agents, contractors and subcontractors to</p>	<p>Original Sheet 147 Art. VI(E)</p>

comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule).” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.	
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**Shelby Energy Cooperative, Inc.**

***Objections To Terms That Violate 807 KAR 5:015***

<b>Terms That Violate 807 KAR 5:015</b>	<b>Citation</b>
<b><i>Overlashing.</i></b> KBCA objects to any requirement to provide more than “advance notice of planned overlashing,” as required by 807 KAR 5:015, Section 3(5). In particular, KBCA objects to any requirement to provide as part of its “notice” “a pole-loading analysis certified by a professional engineer licensed in Kentucky.”	Original Page No. 302.14-302.15 Art. IV(D)

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<b><i>Costs To Replace Poles That Are Not Red-Tagged.</i></b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement.” KBCA should only pay its reasonable share of a pole replacement.	Original Page No. 302.21 Art. VIII(A)
<b><i>Reservation of Space.</i></b> KBCA objects to the provision allowing the Cooperative to reserve additional space on a newly installed pole for the Cooperative’s “sole use” “in anticipation of Cooperative’s future requirements or additions.” Any reservation of space must be tied to a specific, known plan to provide core electric services.	Original Page No. 302.21 Art. VIII(A)
<b><i>Overlashing.</i></b> KBCA objects to the requirement that “[o]verlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlashing activity.” KBCA further objects to the provision that “[f]ailure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.”	Original Page No. 302.14-302.15 Art. IV(D)
<b><i>Inventory Penalty.</i></b> KBCA objects to any provision imposing penalties for breaches other than an unauthorized attachment fee to compensate a pole owner for non-payment of rent. KBCA specifically objects to Article VII(E), which states “Cooperative may impose a penalty in the amount of one hundred dollars (\$100)	Original Page No. 302.18-302.20 Art. VII

<p>for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D - CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90<sup>th</sup>) day thereafter until Licensee addresses the violation(s) to Cooperative’s reasonable satisfaction.”</p>	
<p><b>Indemnity.</b> KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner. KBCA specifically objects to Article XVIII, which states in part “Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the <u>sole gross negligence or willful misconduct</u> of any Indemnified Person.” (Emphasis added).</p>	<p>Original Page No. 302.28-302.29 Art. XVIII</p>
<p><b>Contractor Insurance Obligations.</b> KBCA objects to any requirement that its contractors and subcontractors be required to carry the same insurance as KBCA, including the statement that “Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule).” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.</p>	<p>Original Page 302.18 Art. VI(E)</p>

**South Central Rural Telecommunications Cooperative, Inc. [Incorporates Duo County Access Tariff 2A]**

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<p><b>Costs To Replace Poles That Are Not Red-Tagged.</b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “[t]he make-ready cost, if any, for a pole that is not a red tagged pole to be replaced with a new Pole to accommodate the new Attacher’s attachment shall be charged the Company’s cost [<i>sic</i>] in accordance with the Company’s tariff or a special contract regarding pole attachments between the Company and the new Attacher.” KBCA should only pay its reasonable share of a pole replacement.</p>	<p>Original Page 18-18 Sec.18.19</p>
<p><b>Indemnity.</b> KBCA objects to any standard that makes an attacher responsible for the negligence of the pole owner, including the requirement that the “Attacher shall indemnify, protect, and hold harmless the Company and other joint-users of said poles from and against any and all loss, costs, claims . . . arising out of . . . the joint negligence of the Attacher and the Company and/or any joint users.”</p>	<p>Original Page 18-7 Sec. 18.8(1)</p>

<b>Termination of Attachments.</b> KBCA objects to a provision giving the Company a broad right to terminate KBCA’s rights under the tariff and remove its attachments “[i]f the Attacher shall fail to comply with any of the provisions of this tariff, including . . . timely payment of any amounts due, and shall fail for thirty (30) days after written notice from the Company to correct such non-compliance.”	Original Page 18-10 Sec. 18.11
<b>Survey Fee Estimate.</b> KBCA objects to a survey fee estimate of \$162.77 per pole because it is unreasonable and unsupported.	Original Page 18-28 Sec. 18.26

**South Kentucky R.E.C.C.**

***Objections To Terms That Violate 807 KAR 5:015***

<b>Terms That Violate 807 KAR 5:015</b>	<b>Citation</b>
<b>Overlashing.</b> KBCA objects to any requirement to provide more than “advance notice of planned overlashing,” as required by 807 KAR 5:015, Section 3(5). In particular, KBCA objects to any requirement to provide as part of its “notice” “a pole-loading analysis certified by a professional engineer licensed in Kentucky.”	Original Page No. 19.13-19.14 Art. IV(D)

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<b>Costs To Replace Poles That Are Not Red-Tagged.</b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement.” KBCA should only pay its reasonable share of a pole replacement.	Original Page No. 19.19 Art. VIII(A)
<b>Reservation of Space.</b> KBCA objects to the provision allowing the Cooperative to reserve additional space on a newly installed pole for the Cooperative’s “sole use” “in anticipation of Cooperative’s future requirements or additions.” Any reservation of space must be tied to a specific, known plan to provide core electric services.	Original Page No. 19.19-19.20 Art. VIII(A)
<b>Overlashing.</b> KBCA objects to the requirement that “[o]verlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlashing activity.” KBCA further objects to the provision that “[f]ailure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.”	Original Page No. 19.13-19.14 Art. IV(D)
<b>Inventory Penalty.</b> KBCA objects to any provision imposing penalties for breaches other than an unauthorized attachment fee to compensate a pole owner for non-payment of rent. KBCA	Original Page No. 19.17-19.19 Art. VII



specifically objects to Article VII(E), which states “Cooperative may impose a penalty in the amount of one hundred dollars (\$100) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D - CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90 <sup>th</sup> ) day thereafter until Licensee addresses the violation(s) to Cooperative’s reasonable satisfaction.”	
<b>Indemnity.</b> KBCA objects to any standard that makes an attacher responsible for the negligence of the pole owner. KBCA specifically objects to Article XVIII, which states in part “Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the <u>sole gross negligence or willful misconduct</u> of any Indemnified Person.” (Emphasis added).	Original Page No. 19.26-19.27 Art. XVIII
<b>Contractor Insurance Obligations.</b> KBCA objects to any requirement that its contractors and subcontractors be required to carry the same insurance as KBCA, including the statement that “Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule).” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.	Original Page No. 19.17 Art. VI(E)

**Taylor County Rural Electric Cooperative Corporation**

***Objections To Terms That Violate 807 KAR 5:015***

<b>Terms That Violate 807 KAR 5:015</b>	<b>Citation</b>
<b>Overlashing.</b> KBCA objects to any requirement to provide more than “advance notice of planned overlashing,” as required by 807 KAR 5:015, Section 3(5). In particular, KBCA objects to any requirement to provide as part of its “notice” “a pole-loading analysis certified by a professional engineer licensed in Kentucky.”	Original Page No. 63-64 Art. IV(D)

***Objections To Unreasonable Terms and Conditions***

<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<b>Costs To Replace Poles That Are Not Red-Tagged.</b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except	Original Page No. 69-70 Art. VIII(A)

<p>when the pole has been red-tagged for replacement.” KBCA should only pay its reasonable share of a pole replacement.</p>	
<p><b>Reservation of Space.</b> KBCA objects to the provision allowing the Cooperative to reserve additional space on a newly installed pole for the Cooperative’s “sole use” “in anticipation of Cooperative’s future requirements or additions.” Any reservation of space must be tied to a specific, known plan to provide core electric services.</p>	<p>Original Page No. 70 Art. VIII(A)</p>
<p><b>Overlapping.</b> KBCA objects to the requirement that “[o]verlapping parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlapping activity.” KBCA further objects to the provision that “[f]ailure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.”</p>	<p>Original Page No. 63-64 Art. IV(D)</p>
<p><b>Inventory Penalty.</b> KBCA objects to any provision imposing penalties for breaches other than an unauthorized attachment fee to compensate a pole owner for non-payment of rent. KBCA specifically objects to Article VII(E), which states “Cooperative may impose a penalty in the amount of one hundred dollars (\$100) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D - CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90<sup>th</sup>) day thereafter until Licensee addresses the violation(s) to Cooperative’s reasonable satisfaction.”</p>	<p>Original Page No. 67-69 Art. VII</p>
<p><b>Indemnity.</b> KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner. KBCA specifically objects to Article XVIII, which states in part “Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the <u>sole gross negligence or willful misconduct</u> of any Indemnified Person.” (Emphasis added).</p>	<p>Original Page 77-79 Art. XVIII</p>
<p><b>Contractor Insurance Obligations.</b> KBCA objects to any requirement that its contractors and subcontractors be required to carry the same insurance as KBCA, including the statement that “Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule).” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.</p>	<p>Original Page No. 67 Art. VI(E)</p>

**Thacker-Grisby Telephone Co., Inc. [Incorporates Duo County Access Tariff 2A]**

***Objections To Unreasonable Terms and Conditions***

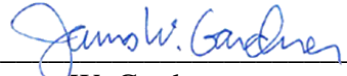
<b>Unreasonable Terms And Conditions</b>	<b>Citation</b>
<b><i>Costs To Replace Poles That Are Not Red-Tagged.</i></b> KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “[t]he make-ready cost, if any, for a pole that is not a red tagged pole to be replaced with a new Pole to accommodate the new Attacher's attachment shall be charged the Company's cost [ <i>sic</i> ] in accordance with the Company's tariff or a special contract regarding pole attachments between the Company and the new Attacher.” KBCA should only pay its reasonable share of a pole replacement.	Original Page 18-18 Sec.18.19
<b><i>Indemnity.</i></b> KBCA objects to any standard that makes an attacher responsible for the negligence of the pole owner, including the requirement that the “Attacher shall indemnify, protect, and hold harmless the Company and other joint-users of said poles from and against any and all loss, costs, claims . . . arising out of . . . the joint negligence of the Attacher and the Company and/or any joint users.”	Original Page 18-7 Sec. 18.8(1)
<b><i>Termination of Attachments.</i></b> KBCA objects to a provision giving the Company a broad right to terminate KBCA’s rights under the tariff and remove its attachments “[i]f the Attacher shall fail to comply with any of the provisions of this tariff, including . . . timely payment of any amounts due, and shall fail for thirty (30) days after written notice from the Company to correct such non-compliance.”	Original Page 18-10 Sec. 18.11
<b><i>Survey Fee Estimate.</i></b> KBCA objects to a survey fee estimate of \$119 per pole because it is unreasonable and unsupported.	Original Page 18-28 Sec. 18.26

**CONCLUSION**

The Commission should suspend the effectiveness of the above-referenced proposed tariffs and open a separate docket to allow parties to file motions to intervene. KBCA appreciates the PSC’s attention to these critical issues.

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Respectfully submitted,



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