

December 2, 2021

South Central Rural Telephone Cooperative Attention: Ms. Sara McCown 1399 Happy Valley Road Glasgow, KY 42142-0159

Subject: Pole Attachment Rate

Ms. McCown:

Warren Rural Electric Cooperative Corporation (Warren RECC), a local power company regulated by the Tennessee Valley Authority (TVA), is required to apply to any/all new or renewing attaching parties the pole attachment rates approved on an annual basis by TVA.

The 2020 Pole Attachment Annual Rates approved by TVA for Warren RECC are

The approved rate for your agency's pole attachments, was effective on January 5, 2021, and will be reviewed on an annual basis.

Please feel free to contact me with questions.

Mike Bell

GIS & Data Manager

Telephone: (270) 842-6541, Ext. 2274 - Email: mbell@wrecc.com

Phone: 270.842.6541

## RICHARDSON GARDNER & ALEXANDER

ATTORNEYS-AT-LAW
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BOBBY H. RICHARDSON WOODFORD L. GARDNER, JR. T. RICHARD ALEXANDER II JOHN B. GARDNER

July 21, 2012

(270) 651-8884 (270) 651-2116 FAX (270) 651-3662

DAVE DAVIS SOUTH CENTRAL RURAL TELEPHONE P O BOX 159 GLASGOW KY 42142

RE: EPB/SCRTC JOINT USE POLE AGREEMENT

Dear Dave:

I am enclosing an executed copy of the amendment to the joint use pole agreement that was negotiated at the mediation.

If you have any questions, feel free to call.

Yours truly,

Bobby H. Richardson

BHR:ms Enclosure

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## AMENDMENT TO JOINT USE AGREEMENT BETWEEN ELECTRIC PLANT BOARD OF THE CITY OF GLASGOW, AND SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE, DATED MARCH 12, 2002

This is an Amendment to the Joint Use Agreement dated March 12, 2002, entered into between the Electric Plant Board of the City of Glasgow, Kentucky (hereinafter EPB), and South Central Rural Telephone Cooperative Corporation (hereinafter SCRTC), made and entered into between EPB and SCRTC, as the result of the agreements reached in a mediation between such parties on July 12, 2012,

#### WITNESSETH

#### **PREAMBLES**

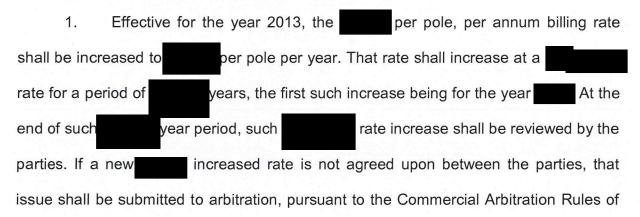
Whereas, the parties have heretofore entered into a certain Joint Use Agreement, dated March 12, 2002, relating to the joint use of utility poles, and

Whereas, a dispute arose between the parties hereto relating to certain issues arising from such Joint Use Agreement, and

Whereas, the parties agreed to mediate the dispute referred to above, which was in fact done on July 12, 2012, resulting in the agreements set forth below, constituting amendments to said Joint Use Agreement.

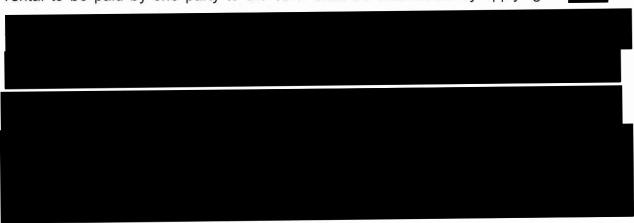
#### **AGREEMENT**

Now therefore, for and in consideration of the mutual promises, conditions and covenants contained herein, the parties hereto agree as follows:



the American Arbitration Association, provided, however, the parties may agree to a different arbitration procedure.

2. Effective beginning with the year 2013, and for all years thereafter, the rental to be paid by one party to the other shall be determined by applying the



3. Each party shall strictly adhere to the attachment application provisions of the Joint Use Agreement of March 12, 2002. Prior to September 1, 2012, the parties shall exchange their digital files depicting all poles to which it is are attached, provided, however, it shall not be necessary for SCRTC to submit to EPB such files relating to its poles located outside of Barren County, Kentucky.



7. All provisions of the Joint Use Agreement entered into between the parties, dated March 12, 2002, which are not modified by this Amendment, shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signatures of the parties.

Electric Plant Board

of the City of Glasgow

William J. Ray, Superintendent

South Central Rural

Telephone Cooperative

, General Manager

EPB U. SCRIC 7/12/12 MEDIATION AGREEMENT

(T) 643

(signatures on page 3)

120-1

### GENERAL AGREEMENT FOR

#### JOINT USE OF WOOD POLES

#### PREAMBLE

Kentucky Utilities Company, a corporation organized under the laws of the State of Kentucky, (hereinafter called the "Utilities"), and the South Central Rural Telephone Coop. Corp., a corporation organized under the laws of the State of Kentucky, (hereinafter called the "Telephone Company"), desiring to cooperate in the joint use of their respective poles, erected or to be erected within the areas in which both parties render service in the State of Kentucky, whenever and wherever such use shall; in the estimation of both parties, be compatible with their respective needs, do hereby, in consideration of the premises and the mutual covenants herein contained, covenant and agree for themselves and their respective successors and assigns as follows:

# ARTICLE I

## Scope of Agreement

- (a) This Agreement shall be in effect in the areas in which both of the parties render service in the State of Kentucky, and shall cover all wood poles of the parties now existing or hereafter erected in the above territory when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.
- (b) Each party reserves the right to exclude any of its facilities from joint use.

### ARTICLE II

### Explanation of Terms

For the purpose of this Agreement, the following terms shall have the following meanings:

- 1. A JOINT POLE is a pole jointly used by both parties.
- 2. A NORMAL JOINT POLE is a pole which is just tall enough to provide normal spaces, as normal space is hereinafter defined, for the respective parties and just strong enough to meet the requirements of the specifications mentioned in Article III for the attachments ordinarily placed by the parties in their respective normal spaces. Such pole for the purpose of this Agreement shall be a foot class wood pole as classified by the pole classification tables of the American Standards Association.
- 3. SPACE is the linear portion of a joint pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for by the specifications mentioned in Article III which in certain instances permit the making of certain attachments by one party in the space reserved for the other party).
  - 4. NORMAL SPACE is the following described space:
    - a. For the Utilities the uppermost feet, measured from top of
    - b. For the Telephone Company a space of feet, at a sufficient distance below the space of the Utilities to provide at all times the minimum clearance required by the specifications mentioned in Article III and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or cable attached in such space.

The foregoing definition of "a normal joint pole" is not intended to preclude the use of joint poles shorter or of less strength than the normal joint pole in locations where such poles will meet the requirements of the parties hereto.

The above assignment of space is not intended to preclude the use of vertical runs or the mounting of such equipment as terminals or meters on the lower portions of the pole when mutually agreeable.

ARTICLE III

Specifications

-2-

Except as otherwise provided in Section (e) of Article VII, referring to construction temporarily exempt from the application of the specifications mentioned herein, the joint use of the poles covered by this Agreement shall at all times be in conformity with accepted modern methods such as those suggested in Edison Electric Institute Publication No. 12, a copy of which is attached hereto and marked Exhibit A, and shall at all times conform to the requirements of the National Electrical Safety Code, Fifth Edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the National Electrical Safety Code, shall, when accepted in writing by both parties hereto through their agents authorized to approve such changes, likewise govern the joint use of poles.

### ARTICLE IV

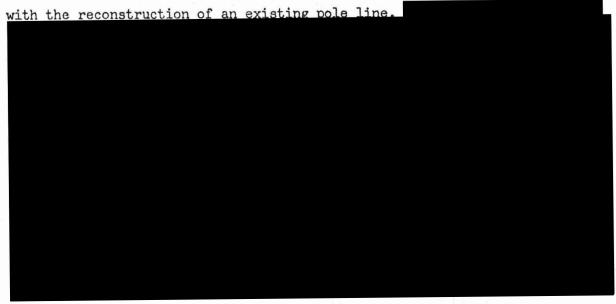
## Establishing Joint Use of Existing Poles

- (a) Whenever either party desires to reserve space for its attachments on any pole owned by the other party, either as initial space or additional space on such pole, it shall make written application therefor, specifying the location of the poles in question, the amount of space desired on each pole, and the number and character of the circuits to be placed thereon. If, in the judgment of the owner, the poles are necessary for its own sole use, or joint use under the circumstances is undesirable, the owner shall have the right to reject the application. In any event, within 10 days after the receipt of such application the owner shall notify the applicant in writing whether the application is approved or rejected. Upon receipt of notice from the owner that the application has been approved, and after the completion of any transferring or rearranging which is required to permit the attaching of the applicant's circuits on such poles, including any necessary pole replacements, the applicant shall have the right as licensee hereunder to use such space in accordance with the terms of the application and of this Agreement.
- (b) Whenever any jointly used pole or any pole about to be so used under the provision of this Agreement is insufficient in height or strength for the existing attachments and for the proposed additional attachments thereon, the owner shall promptly replace such pole with a new pole of the necessary height and strength and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require.
- (c) Each party shall place, transfer and rearrange its own attachments, place guys to sustain any unbalanced loads caused by its attachments, and perform any tree trimming or cutting incidental thereto. Each party shall at all times execute such work promptly and in such manner as not to interfere with the service of the other party.
- (d) The cost of establishing the joint use of existing poles, including the making of any necessary pole replacements, shall be borne by the parties hereto in the manner provided in Article VIII Division of Costs.

### ARTICLE V

## Establishing Joint Use of New Poles

(a) Whenever either party hereto requires new pole facilities for an additional pole line, an extension of an existing pole line, or in connection



- (b) In any case where the parties hereto shall conclude arrangements for the joint use of any new poles to be erected, and the party proposing to construct the new pole facilities already owns more than its proportionate share of joint poles, the parties shall take into consideration the desirability of having the new pole facilities owned by the party owning less than its proportionate share of joint poles so as to work towards such a division of ownership of the joint poles. For the purpose of this agreement the proportionate share of ownership for the Utilities shall be percent of the total joint poles and for the Telephone Company percent of the total joint poles.
- (c) Each party shall place its own attachments on the new joint poles and place guys to sustain any unbalanced loads caused by its attachments. The owner shall, however, provide the initial clearing of the right of way, and tree trimming, which shall at least meet the requirements of the other party. Each party shall execute its work promptly and in such manner as not to interfere with the service of the other party.
- (d) The cost of establishing the joint use of new poles including costs incurred in the retirement of existing poles shall be borne by the parties hereto in the manner provided in Article VIII-Division of Costs.

## ARTICLE VI

#### Right of Way for Licensee's Attachments

While the owner and licensee will cooperate as far as may be practicable in obtaining rights of way for both parties on joint poles, the owner does not warrant or assure to the licensee any right of way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the licensee shall at any time be prevented from placing or maintaining its attachments on the owner's poles, no liability on account thereof shall attach to the owner of the poles.

#### ARTICLE VII

#### Maintenance of Poles and Attachments

- (a) The owner shall maintain its joint poles in a safe and serviceable condition and in accordance with the specifications mentioned in Article III and shall replace, reinforce or repair such of these poles as become defective.
- (b) When replacing a jointly used pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new pole shall be set in the same location which the replaced pole occupied unless special conditions make it necessary or mutually desirable to set it in a different location.
- (c) Whenever it is necessary to replace or relocate a jointly used pole, the owner shall, before making such replacement or relocation, give notice thereof in writing (except in case of emergency, when verbal notice

will be given and subsequently confirmed in writing) to the licensee, specifying in such notice the time of such proposed replacement or relocation and the licensee shall at the time so specified transfer its attachments to the new or relocated joint pole.

- (d) Except as otherwise provided in Section (e) of this Article, each party shall at all times maintain all of its attachments, and perform any necessary tree trimming or cutting incidental thereto, in accordance with the specifications mentioned in Article III and shall keep them in safe condition and in thorough repair. Nothing in the foregoing shall preclude the parties hereto from making any mutually agreeable arrangement for jointly contracting for or otherwise providing for maintenance trimming.
- (e) Any existing joint use construction of the parties hereto which does not conform to the specifications mentioned in Article III shall be brought into conformity therewith as soon as practicable.

When such existing construction shall have been brought into conformity with said specification, it shall at all times thereafter be maintained as provided in Sections (a) and (d) of this Article.

(f) The cost of maintaining poles and attachments and of bringing existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in Article VIII --Division of Costs.

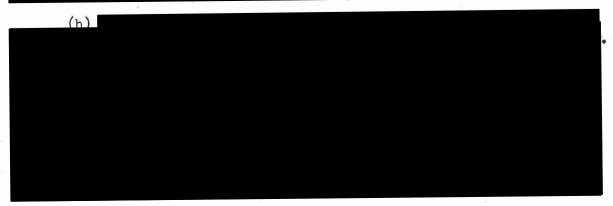
## ARTICLE VIII

## Division of Costs

- (a) The cost of erecting new joint poles coming under this Agreement, to construct new pole lines, to make extensions to existing pole lines, or to replace existing pole, shall be borne by the parties as follows:
- 1. A normal joint pole, or joint pole smaller than the normal, shall be erected at the sole expense of the owner.
- 2. A pole larger than the normal, the extra height or strength of which is due wholly to the owner's requirements, including requirements as to keeping the owner's wires clear of trees, shall be erected at the sole expense of the owner.
- 3. In the case of a pole larger than the normal, the extra height or strength of which is due wholly to the licensee's requirements, including requirements as to keeping the licensee's wires clear of trees, the licensee shall pay to the owner
- 4. In the case of a pole larger than the normal, the extra height or strength which is due to the requirements of both parties or the requirements of public authorities or of property owners, (other than requirements with regard to keeping the wires of one party only clear of trees).
- 5. A pole erected between existing poles to provide sufficient clearance and furnish adequate strength to support the circuits of both the owner and licensee, which it would have been unnecessary to erect if joint use had not been undertaken, shall be erected at the sole expense of the licensee.
- (b) Any payments for poles made by the licensee under any foregoing provisions of this Article shall not entitle the licensee to the ownership of any part of said poles for which it has contributed in whole or in part.
- (c) Where an existing jointly used pole or a non-joint pole is prematurely replaced by a new one solely for the benefit of the licensee, the cost of the new pole shall be divided as specified in Section (a) of this Article and

- (d) Each party shall place, maintain, rearrange, transfer and remove its own attachments at its own expense except as otherwise expressly provided.
- (e) The expense of maintaining joint poles shall be borne by the owner thereof except that the cost of replacing poles shall be borne by the parties hereto in the manner provided in Sections (a) and (c) of this Article.
- (f) Where service drops of one party crossing over or under lines of the other party are attached to the other party's poles, either directly or by means of a pole top extension fixture, the cost shall be borne as follows:
  - (1) Pole top extension fixtures shall be provided and installed at the sole expense of the party using them.
  - (2) Where an existing pole is replaced with a taller one to provide the necessary clearance the party owning the service drop shall pay to the party owning the pole

(g) When, in order to improve an existing condition considered undesirable by both parties, existing poles of one of the parties are abandoned in favor of combining lines on poles of the other party,



ARTICLE IX

Procedure when Character of Circuits is Changed

When either party desires to change the character of its circuits on jointly used poles, such party shall give 60 days notice to the other party of such contemplated change and in the event that the party agrees in writing to joint use with such changed circuits, then the joint use of such poles shall be continued with such changes in construction as may be required to meet the terms of the specifications mentioned in Article III for the character of circuits involved and such other changes as may be agreed upon. The parties shall cooperate to determine the equitable apportionment of the net expense of such changes. In the event, however, that the other party fails within 60 days from receipt of such notice to agree in writing to such change in character of circuits, then both parties shall cooperate in accordance with the following plan:

- 1. The parties hereto shall determine the most practical and economical method of effectively providing for separate lines, either overhead or underground, and the party whose circuits are to be moved shall promptly carry out the necessary work.
- 2. The net cost of re-establishing such circuits in the new location as are necessary to furnish the same business facilities that existed in the joint use section at the time such change was decided upon, shall be borne

Unless otherwise agreed by the parties, ownership of any new line or underground facilities constructed under the foregoing provisions in a new location shall vest in the party for whose use it is constructed.

#### ARTICLE X

# Abandonment of Jointly Used Poles

(a) If the owner desires at any time to abandon any jointly used pole, it shall give the licensee notice in writing to that effect at least 60 days prior to the date on which it intends to abandon such pole. If at the expiration of said period the owner shall have no attachments on such pole but the licensee shall not have removed all of the attachments therefrom, such pole shall thereupon become the property of the licensee, and the licensee shall save harmless the former owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring, because of, or arising out of, the presence or condition of such pole or of any attachments thereon: and shall pay the owner the

transfer of title to the pole by means of a bill of sale.

(b) The licensee may at any time abandon the use of a joint pole by giving due notice thereof in writing to the owner and by removing therefrom any and all attachments it may have thereon. The licensee shall in such case pay to the owner the full rental for said pole for the then current year.

## ARTICLE XI

### Rentals

(a) On or about June of each year each party, as owner, shall render to the other party as licensee a billing covering the attachments occupied by the licensee during the preceding twelve months. The billing so rendered shall be based on an actual field inventory and an inventory of the attachments shall be made by parties hereto acting in cooperation at intervals of not more than five years throughout the term of this agreement. The number of attachments to be billed during the intervening annual periods between inventories shall be

- (b) For the purpose of such billing, any pole used by the licensee for the sole purpose of attaching wires or cables thereto, either directly or by means of a pole top extension fixture, in order to provide clearance between the facilitie of the two parties as distinguished from providing support for such wires or cables, shall not be considered as a joint pole.
- (c) The rentals per pole due from either party as licensee to the other party as owner shall be per annum, subject to any subsequent revision as provided in Article XII and further subject to a reduction to a rental of per pole per annum at such time that the Telephone Company's ownership of the total joint poles is Forty (40) percent or greater. The rental herein provided for shall be paid within 10 days after the bill has been submitted.

#### ARTICLE XII

#### Periodical Adjustment of Rentals

At the expiration of years from the date of this agreement, and at intervals of not less than years thereafter, the rentals applicable under this agreement shall be subject to joint review and adjustment. Either party may make a written request for a joint review of the

end of such period. If, within sixty days after receipt of such request by either party from the other, the parties hereto fail to agree upon a revision of the rental rate, then the revised rate per pole so to be paid shall be an amount equal to

In case of a revision of the rental, as herein provided, the new rate shall be applicable until again revised.

### ARTICLE XIII

#### Defaults

- (a) If either party shall default in any of its obligations under this Agreement and such default continues thirty (30) days after due notice thereof in writing by the other party, the party not in default may suspend the right of the party in default in so far as concerns the granting of future joint use and if such default shall continue for a period of 30 days after such suspension, the party not in default may forthwith terminate this Agreement as far as concerns the future granting of joint use.
- (b) If either party shall make default in the performance of any work it is obligated to do under this Agreement at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such payment within 30 days upon presentation of bills therefor shall, at the election of the other party, constitute a default under Section (a) of this Article.

#### ARTICLE XIV

## Existing Right of Other Parties

- (a) If either of the parties hereto has, prior to the execution of this Agreement, conferred upon others, not parties to this Agreement, by contract or otherwise, rights or privileges to use any poles covered by this agreement, nothing herein contained shall be construed as affecting such rights or privileges, and either party hereto shall have the right, by contract or otherwise, to continue and extend such existing rights or privileges, it being expressly understood, however, that for the purpose of this Agreement, the attachments of any such outside party, except those of a municipality or other public authority, shall be treated as attachments belonging to the grantor, and the rights, obligations, and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof.
- (b) Where municipal regulations require either party to allow the use of its poles for fire alarm, police, or other like signal systems, such use shall be permitted under the terms of this Article, provided attachments of such parties are placed and maintained in accordance with the specifications mentioned in Article III.

### ARTICLE XV

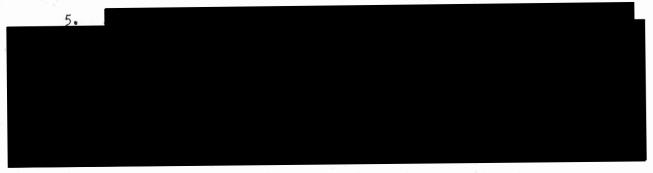
### Liability and Damages

Whenever any liability is incurred by either or both of the parties hereto for damages for injuries to the employees or for injury to the property of either party, or for injuries to other persons or their property, arising out of the joint use of poles under this agreement, or due to the proximity of the wires and fixtures of the parties hereto attached to the jointly used poles covered by this agreement, the liability for such damages, as between the parties hereto, shall be as follows:

1



4. Where, on account of injuries of the character described in the preceding paragraphs of this Article, either party hereto shall make any payments to injured employees or to their relatives or representatives in conformity with (1) the provision of any workmen's compensation act or any act creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of and in the course of the employment, whether based on negligence on the part of the employer or not, or (2) any plan for employees' disability benefits or death benefits now established or hereafter adopted by the parties hereto or either of them, such payments shall be construed to be damages within the terms of the preceding paragraphs numbered 1 and 2 and shall be paid by the parties hereto accordingly.



6. In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder, by the parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the parties in connection therewith, which shall comprise costs, attorneys fees, disbursements and other proper charges and expenditures.

## ARTICLE XVI

# Assignment of Rights

Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this agreement or any of its rights or interests hereunder, or in any of the jointly used poles, or the attachments or rights of way covered by this Agreement, to any firm corporation or individual, without the written consent of the other party, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage; or in case of such lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferce, lessee, assignee, merging or consolidating company, as the case may be; and provided, further that subject to all of the terms and conditions of this Agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it, or associated or affiliated with it in interest, or connecting with it, the use of all or any party of the space reserved hereunder on any pole covered by this Agreement for the attachments used by such party in the conduct of its said business; and for the purpose of this Agreement, all such attachments maintained on any such pole by the permission as aforesaid of either party hereto shall be

considered as the attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this Agreement, with respect to such attachments, shall be the same as if it were the actual owner thereof.

#### ARTICLE XVII

#### Waiver of Terms or Conditions

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

### ARTICLE XVIII

# Payment of Taxes

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

#### ARTICLE XIX

### Bills and Payment for Work

Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within 60 days after the completion of such work an itemized statement of the costs and such other party shall within 60 days after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.

## ARTICLE XX

# Service of Notices

Whenever in this Agreement notice is provided to be given by either party hereto to the other, such notice shall be in writing and given by letter mailed, or by personal delivery, to the Utilities at its office at Lexington, Kentucky, or to the Telephone Company at its office at Glasgow. Kentucky, as the case may be, or to such other address as either party may from time to time designate in writing for that purpose.

## ARTICLE XXI

# Term of Agreement

Subject to the provisions of Article XIII, Defaults, herein, this Agreement shall remain in effect until terminated at the end of 10 years from the date hereof or thereafter upon the giving of written notice to the other party not less than years prior to the date of termination.

## ARTICLE XXII

## Existing Contracts

All existing agreements between the parties hereto for the joint use of poles are by mutual consent hereby abrogated and superseded by this Agreement.

Nothing in the foregoing shall preclude the parties to this Agreement from preparing such supplemental operating moutines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this Agreement.

The effective date of this Agreement shall be January 1, 1954.

SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORPORATION, INC.

ATTEST:

a. W. Kon

DATE January 13 1954

ATTEST:

DATE TEl 9-1954

KENTUCKY UTILITIES COMPANY

President

11/20