



Big Rivers Electric Corporation
710 West 2nd Street
Owensboro, KY 42301
www.bigrivers.com

July 31, 2024

VIA COMMISSION'S ELECTRONIC TARIFF FILING SYSTEM

Ms. Linda C. Bridwell
Executive Director
Public Service Commission
211 Sower Boulevard, P.O. Box 615
Frankfort, Kentucky 40602-0615

Re: *In the Matter of: Electronic Investigation of Pole Attachments –*
Case No. 2023-00416.

Dear Ms. Bridwell:

Pursuant to 807 KAR 5:015E, Section 3, Big Rivers Electric Corporation (“*Big Rivers*”) hereby electronically files, via the Public Service Commission’s Electronic Tariff Filing System, revised tariff sheets for its Standard Rate – PA – Pole Attachments tariff. The proposed Effective Date for the revised tariff sheets is August 31, 2024.

Please feel free to contact me should you have any questions regarding this filing.

Sincerely,

/s/ Senthia Santana

Senthia Santana
Associate Attorney

Phone: 270-844-6140
E-Mail: senthia.santana@bigrivers.com

Enclosures

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

AFFIDAVIT OF SENTHIA SANTANA

COMMONWEALTH OF KENTUCKY)
COUNTY OF DAVIESS)


Comes the affiant, Senthia Santana, and after being duly sworn, states as follows:

1. I am employed by Big Rivers Electric Corporation ("Big Rivers") as in house counsel. I am an authorized representative of Big Rivers for purposes of this affidavit.
2. On July 31, 2024, Big Rivers electronically filed tariff sheets to revise its Standard Rate Schedule – PA – Pole Attachment.
3. Pursuant to 807 KAR 5:011 Section 8(3)(a), I verify that on July 31, 2024, a Customer Notice containing identical substantive content as that attached hereto was mailed to Big Rivers' customers presently served under Big Rivers' Standard Rate Schedule – PA – Pole Attachment.



Senthia Santana

SUBSCRIBED AND SWORN TO before me by Senthia Santana on this the 31st day July, 2024.



Notary Public, Kentucky State at Large

My Commission Expires: 1-14-2026

Notary ID: KYNP43026

July 31, 2024

Via First Class U.S. Mail

Customer Name
Customer Address

**RE: NOTICE BY BIG RIVERS ELECTRIC CORPORATION OF FILING OF
REVISED TARIFF**

Dear *Big Rivers Customer*:

PLEASE TAKE NOTICE that, on this same date Big Rivers Electric Corporation (“*Big Rivers*”) made a tariff filing to the Kentucky Public Service Commission (“*Commission*”), filing modified tariff sheets for its Standard Rate – PA- Pole Attachment rate schedule (“*PA Tariff*”). Big Rivers is providing this notice pursuant to 807 KAR 5:011 Section 8. The issue date of the tariff is the date the tariff was filed, July 31, 2024, and the tariff has a proposed effective date of August 31, 2024.

The tariff filing was made pursuant to the Commission’s May 31, 2024, emergency amendments to the Pole Attachment Regulation, 807 KAR 5:015. Consequently, the proposed modified PA Tariff reflects updated terms and conditions governing access and attachments to Big Rivers’ poles and facilities, which conform to the requirements of 807 KAR 5:015E. These terms and conditions are those proposed by Big Rivers, but the Kentucky Public Service Commission may order terms and conditions that differ from those proposed. Big Rivers does not, at this time, propose to adjust the existing pole attachment rates presently paid by customers.

A person may examine this tariff filing at Big Rivers’ offices located at 710 W. Second Street, Owensboro, Kentucky 42301. A person may also examine this tariff filing at the Commission’s offices located at 211 Sower Boulevard, Frankfort, Kentucky, Monday through Friday, 8:00 a.m. to 4:30 p.m. (Eastern) or through the Commission’s website at <http://psc.ky.gov>.

Comments regarding this tariff filing may be submitted to the Public Service Commission through its website or by mail to Public Service Commission, Post Office Box 615, Frankfort, Kentucky 40602.

A person may submit a timely written request for intervention to the Public Service Commission, Post Office Box 615, Frankfort, Kentucky 40602, establishing the grounds for the request including the status and interest of the party. If the Commission does not receive a written

Customer Name

July 31, 2024

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request for intervention within thirty (30) days of the initial mailing of this notice, the Commission may take final action on the tariff filing.

Sincerely yours,

/s/ Senthia Santana

Senthia Santana

Associate Attorney

senthia.santana@bigdrivers.com

Phone: (270)844-6140

Big Rivers Electric Corporation

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DATE OF ISSUE	February 16, 2024 <u>July 31, 2024</u>
DATE EFFECTIVE	December 15, 2023 <u>August 31, 2024</u>

/s/ Donald Gulley

ISSUED BY: Donald Gulley
 President and Chief Executive Office
 Big Rivers Electric Corporation,
 710 W. 2nd Street, Owensboro, Ky 42301

*Issued by Authority of ~~an Order of the Commission dated December 15, 2023,~~
 in Case No. 2023-00102 Pursuant to 807 KAR 5:015E*



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

~~First~~
~~Revised~~Original SHEET NO. 38.01

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.01

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments

Applicable:

For all poles owned or controlled by Big Rivers.

Availability:

To cable television system operators, telecommunications carriers, broadband internet providers, and governmental units that proceed in compliance with this rate schedule. No attachment(s) shall be made to Big Rivers' Poles unless and until Big Rivers has approved such attachment(s) following receipt of an appropriate application and an acknowledgement of the applicability of this rate schedule. Parties with joint use agreements with Big Rivers are excluded from this rate schedule. Nothing in this rate schedule is intended to expand the right to attach to Big Rivers' Poles beyond those rights otherwise conveyed by law. Big Rivers reserves the right, on a non-discriminatory basis, to deny access to and exclude from use any of its Poles where there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.

Regulation:

This rate schedule includes Big Rivers' rates, terms, and conditions governing attachments to Big Rivers' Poles. It is intended to be, and should be interpreted, consistent with the requirements of 807 KAR 5:015 (the "Pole Attachment Regulation") and KRS Chapter 278. Terms not defined herein shall have the meaning prescribed in the Pole Attachment Regulation.

Website:

DATE OF ISSUE January 27, 2023July 31, 2024
DATE EFFECTIVE December 28, 2022August 31, 2024

/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
42301~~Big Rivers Electric Corporation, 201 Third Street, Henderson, KY~~
42420

*Issued by Authority of an Order of the Commission,
Pursuant to 807 KAR 5:015 Dated December 28, 2022, in Case No.
2022-00106*



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

~~First~~
Revised ~~Original~~ SHEET NO. 38.01

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.01

RATES, TERMS AND CONDITIONS – SECTION 1

Additional information regarding Big Rivers' Pole Attachment services may be found at www.bigrivers.com including: (i) the Certification Form applicants must submit with each Application; (ii) the identity and contact information for contractors approved to conduct surveys and self-help Make-ready; (iii) construction standards for Attachments; and (iv) contact information for primary and alternate Big Rivers personnel responsible for invoicing, payment, Make-ready work, and escalation of disputes related to Pole Attachments.

DATE OF ISSUE January 27, 2023 July 31, 2024
DATE EFFECTIVE December 28, 2022 August 31, 2024

/s/ ~~Donald Gulley~~ Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
42301 ~~Big Rivers Electric Corporation, 201 Third Street, Henderson, KY~~
42420

*Issued by Authority of an Order of the Commission,
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2022-00106*



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~~Original~~First SHEET NO. 38.02
~~Revised~~

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.02

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Term:

This rate schedule shall take effect at 12:01 AM CPT on the effective date of this tariff.

Definitions:

Please see Section 4 for definitions common to all tariffs.

Definitions specific to this rate schedule are:

“Actual Inventory” is a complete count of all Attachments on Poles to which the Licensee is attached.

“Approved Contractor” is a contractor identified on Big Rivers’ website at www.bigrivers.com as appropriately qualified and approved by Big Rivers to provide self-help surveys or Make-r-Ready services.

“Attached Pole” is a pole for which shared use is established or continued pursuant to the terms of this tariff.

“Attachment” is any Licensee cable, wire, strand, circuit, service drop, permitted over-lashing, appurtenance, equipment, pedestal or apparatus of any type attached to Big Rivers’ Pole.

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/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
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42301~~Big Rivers Electric Corporation, 201 Third Street, Henderson, KY~~
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~~Original~~ First Revised

SHEET NO. 38.02

CANCELLING P.S.C. KY. No.

Original

SHEET NO. 38.02

RATES, TERMS AND CONDITIONS – SECTION 1

“Certification Form” is the form an applicant is required to submit to Big Rivers with each Application: (i) certifying the person filing the Application has reviewed Big Rivers’ requirements, Pole Attachment Tariff, and applicable law and that the Application meets all of the requirements to the best of the applicant’s knowledge and ability; (ii) designating appropriate applicant personnel responsible for overseeing all Attachments with Big Rivers; and (iii) identifying appropriate applicant personnel associated with each Application who shall be responsible for coordinating with Big Rivers and ensuring that Attachment-related issues are addressed in a timely manner. A copy of Big Rivers’ Certification Form may be found at www.bigrivers.com.

DATE OF ISSUE January 27, 2023 July 31, 2024

DATE EFFECTIVE December 28, 2022 August 31, 2024

/s/ ~~Donald Gulley~~ Robert W. Berry

ISSUED BY: Donald Gulley
Robert W. Berry,
President and Chief Executive Officer

Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
42301 Big Rivers Electric Corporation, 201 Third Street, Henderson, KY
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2022-00106



For All Territory Served By
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P.S.C. KY. No. 27

~~Original~~First SHEET NO. 38.03
~~Revised~~

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.03

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Definitions: - (continued)

Definitions specific to this rate schedule are (continued):

“Communication Space” is the lower usable portion on Poles typically reserved for low-voltage communications equipment and designated for the installation of Licensee facilities, the top of which is separated from the Supply Space by the Communication Worker Safety Zone.

“Communication Worker Safety Zone” is the space on a Pole below the supply space, above the Communication Space. The amount of space of the Communication Worker Safety Zone is defined by the NESC.

“Complex Make-ready” means any Make-ready that is not Simple Make-ready, such as the replacement of a Pole; splicing of any Attachment or relocation of existing Wireless Facilities, even within the Communications Space; and any Transfers or work relating to the attachment of Wireless Facilities

“Cost in Place” is the cost of a bare Pole, labor to install the Pole and associated overheads, including engineering.

“High Volume Orders” are requests which seek to attach to no more than ~~one and five tenths three~~ percent (~~31.5~~%) of Big Rivers’ Poles in Kentucky or to no more than ~~31~~,000 Poles, whichever is less, and are not Lesser Volume Orders. Big Rivers may treat multiple requests from a single

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/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
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~~Original~~First
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Original SHEET NO. 38.03

RATES, TERMS AND CONDITIONS – SECTION 1

applicant as one request if the requests are submitted within ~~the same calendar month~~thirty (30) days
~~of one another.~~

“Licensee” means a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit seeking to attach or having attached new or upgraded facilities to a Pole.

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/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
42301~~Big Rivers Electric Corporation, 201 Third Street, Henderson, KY~~
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2022-00106



For All Territory Served By
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P.S.C. KY. No. 27

~~Original~~First
~~Revised~~ SHEET NO. 38.04

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.04

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Definitions: - (continued)

Definitions specific to this rate schedule are (continued):

“Lesser Volume Orders” are requests which seek to attach to no more than zero and seventy-five hundredths five tenths percent (0.75%) of Big Rivers’ poles in Kentucky or to no more than 5300 Poles, whichever is less. Big Rivers may treat multiple requests from a single applicant as one request if the requests are submitted within the same calendar month thirty (30) days of one another.

“Make-ready” is all work necessary or appropriate to make space for or otherwise accommodate new or changed Attachments, including, if necessary or appropriate, Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.

“Make-ready Costs” are all costs necessary for Big Rivers to prepare its Poles for Licensee's Attachments, including the costs of materials, labor, engineering, applicable overhead charges and administrative costs. Included among Make-ready Costs are the costs of installing or changing out Poles, cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with applicable requirements. Make-ready Costs shall include costs needed to correct preexisting violations of applicable standards caused by Licensee; however, Make-ready Costs shall not include costs to bring poles, attachments, or third-party or utility equipment into compliance with current published safety, reliability, and pole-owner construction standards if the poles, attachments, or third-party or utility equipment were out of compliance because of work performed by a party other than the Licensee prior to the new attachment.

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DATE EFFECTIVE December 28, 2022August 31, 2024

/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
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2022-00106



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

~~Original~~ First Revised SHEET NO. 38.04

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.04

RATES, TERMS AND CONDITIONS – SECTION 1

“Outside Party” is any person or entity other than Big Rivers or Licensee that is also attached to Big Rivers’ Poles consistent with law and this rate schedule.

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/s/ ~~Donald Gulley~~ Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
42301 Big Rivers Electric Corporation, 201 Third Street, Henderson, KY
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P.S.C. KY. No. 27

~~First~~
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CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.05

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Definitions: - (continued)_

Definitions specific to this rate schedule are (continued):

“Overlapping” means to place an additional wire or cable communications facility onto an existing Attachment or messenger already secure to the pole in order to accommodate additional wire or cable communications facility capacity. An Overlap does not include a mid-span installation.

“Permit” means authorization from Big Rivers to the Licensee to attach an Attachment pursuant to this rate schedule.

“Pole” means any pole owned or controlled by Big Rivers, excluding any pole that is used primarily to support outdoor lighting.

“Rearrange” or “Rearrangement” is the moving of Attachments from one position to another on a Pole.

“Service Drop” means a wire or line used to connect services to a single customer, building or location by means of any attachment to a Pole. A Service Drop shall run directly from a Pole to a specific customer, without the use of any other poles.

“Simple Make-ready” is Make-ready in which existing Attachments in the Communications Space of a Pole could be rearranged without any reasonable expectation of a service outage or facility

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/s/ ~~Donald Gulley~~ Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
42301 ~~Big Rivers Electric Corporation, 201 Third Street, Henderson, KY~~
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2022-00106*



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Original SHEET NO. 38.05

RATES, TERMS AND CONDITIONS – SECTION 1

damage and does not require splicing of any existing attachment or relocation of an existing Wireless Facility. Simple Make-ready does not include replacement of a Pole.

“Space” is the linear portion of a pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for in this Schedule).

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/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
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2022-00106



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

First
~~Revised~~Original SHEET NO. 38.06

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.06

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Definitions: - (continued)

Definitions specific to this rate schedule are (continued):

“Special Contract” is a pole attachment agreement negotiated in good faith by Big Rivers and applicant: (i) when applicant’s request to attach exceeds the lesser of three thousand (3000) Poles or three percent (3%) of Big Rivers’ Poles in Kentucky.; or (ii) upon Big Rivers’ receipt of three (3) separate Applications averaging one thousand (1000) Poles or one percent (1%) of Big Rivers’ Poles in Kentucky for any three (3) months over a five (5) month period. (This provision shall be inapplicable in the event that Big Rivers owns or controls fewer than five hundred (500) Poles in Kentucky.) At a minimum, the Special Contract shall include:

1. An agreement for a prepaid account from applicant to cover the cost of the request;
2. Direction from applicant regarding Make-ready work that Big Rivers can complete without further direction from applicant, including:
 - i. The maximum cost per Pole;
 - ii. The total cost for Make-ready work for each project or line of each project;
3. Applicant’s prioritization of projects if the applicant has submitted multiple requests for attachment;
4. Contact information, including phone numbers and email addresses, for all necessary Big Rivers and applicant personnel;
5. The cadence, location, and necessary personnel for each project; and
6. The timing of surveys and Make-ready.

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DATE EFFECTIVE December 28, 2022August 31, 2024

/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
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2022-00106



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~~First~~
Revised ~~Original~~ SHEET NO. 38.06

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.06

RATES, TERMS AND CONDITIONS – SECTION 1

“Standard Pole” is a pole which is tall enough to provide Supply Space, a Communication Worker Safety Zone and Communication Space, as herein defined, for Big Rivers and all Attachments and strong enough to meet the requirements of the specifications mentioned in Section 1 – Attachments to Poles for the Big Rivers facilities and Attachments ordinarily placed by the parties in their respective spaces.

DATE OF ISSUE January 27, 2023~~July 31, 2024~~
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/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
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First
~~Revised~~Original SHEET NO. 38.06

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.06

RATES, TERMS AND CONDITIONS – SECTION 1

DATE OF ISSUE January 27, 2023 July 31, 2024
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/s/ ~~Donald Gulley~~ Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
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~~First~~
~~Revised~~Original SHEET NO. 38.07

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.07

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Definitions: - (continued)

Definitions specific to this rate schedule are (continued):

“Supply Space” is the following described space:

1. For Big Rivers, the uppermost six and a half (6 ½) feet measured from top of pole on thirty-five (35)-foot poles and the uppermost nine (9) feet measured from top of pole on forty (40)-foot poles. For all additional size poles, the Supply Space shall be specified by Big Rivers upon request.
2. For Licensee, a Communication Space of One (1) foot on both thirty-five (35)-foot and forty (40)-foot poles below the Communication Worker Safety Zone. The Supply Space shall provide at all times the minimum clearance required by the specifications mentioned in Section 1- Attachments to Poles 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 cables attached in such space. Licensee will make its initial Attachments at the lowest possible point within the Communication Space that provides such ground clearance and provides one foot of separation from the nearest attachment.
3. In the event Big Rivers installs a pole larger than the Standard Pole solely in anticipation of its future requirements or additions, the Supply Space for Big Rivers, as defined above, for that pole shall be increased to include the additional above ground space provided by Big Rivers. For avoidance of doubt, in any case Licensee shall be responsible for attaching at a height to provide the minimum ground clearance required by the specifications mentioned in Section 1 – Attachments to Poles.

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/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
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~~First~~
Revised Original SHEET NO. 38.07

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Original SHEET NO. 38.07

RATES, TERMS AND CONDITIONS – SECTION 1

“Transfer” is the removal of Attachments from one Pole and the placement of them or substantially identical Attachments upon another Pole.

“Wireless Facilities” are telecommunications or data transmission devices in which electromagnetic waves (rather than some form of wire or fiber) carry the signal over part or all of the communication path. Wireless Facilities include but are not limited to, antennas, distributed antenna systems, wireless transmitters, wireless gateways, mini-cells, wireless loops, wireless networks or devices transmitting in millimeter wavelength spectrum.

DATE OF ISSUE January 27, 2023 July 31, 2024
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/s/ ~~Donald Gulley~~ Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
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2022-00106*



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

First
~~Revised~~Original SHEET NO. 38.07

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.07

RATES, TERMS AND CONDITIONS – SECTION 1

DATE OF ISSUE January 27, 2023 July 31, 2024
DATE EFFECTIVE December 28, 2022 August 31, 2024

/s/ ~~Donald Gulley~~ Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
42301 Big Rivers Electric Corporation, 201 Third Street, Henderson, KY
42420

Issued by Authority of an Order of the Commission,
Pursuant to 807 KAR 5:015E Dated December 28, 2022, in Case No.
2022-00106



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

~~Original~~First
~~Revised~~ SHEET NO. 38.08

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.08

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Appendices:

The following appendices at the end of this rate schedule are an integral part of this schedule:

- Appendix A – Application/Request to Attach;
- Appendix B – Specifications for Attachments;
- Appendix C – Bill of Sale (template);
- Appendix D – Performance Bond;
- Appendix E – Fees and Charges; and
- Appendix F – Bill Format.

Additional Terms and Conditions:

Section 1 – Attachments to Poles –

At its own expense, Licensee shall erect, install, and maintain its Attachments in safe condition and good repair in accordance with all applicable administrative and technical requirements and specifications, as described herein. Licensee's use of the Poles shall at all times be in conformity with all applicable: (1) accepted published modern methods; (2) requirements and specifications of the NESC, NEC, OSH Act, and RUS; (3) lawful requirements of public authorities; and (4) the non-discriminatory, reasonable requirements of Big Rivers, including those set forth in Appendix B – Specifications for Attachments (as each may be amended from time to time). The requirements of the NESC, NEC, OSH Act, and RUS are minimum requirements and reasonable, additional

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RATES, TERMS AND CONDITIONS – SECTION 1

requirements may be required, as determined by Big Rivers in its discretion. To the extent any requirements or specifications may conflict, the most stringent of them shall apply.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 1 – Attachments to Poles – (continued)

Big Rivers reserves the right to amend Appendix B – Specifications for Attachments from time to time, in response to changing conditions in the local market, technological advances, business requirements, policy initiatives, or changes in federal, state, or local law. Any amendment to the Appendix B – Specifications for Attachments ("Amendment") shall apply prospectively only, except to the extent required by federal, state, or local law. Existing, permitted Attachments that become non-compliant based upon an Amendment shall be grandfathered and exempted from the requirements of the Amendment unless otherwise specified or required by law, and only until such time as the Attachment is modified, moved, upgraded, repaired, replaced, or overlashed, at which point Licensee shall bring the Attachment into full compliance with the specifications of Appendix B – Specifications for Attachments then in effect.

Each Licensee shall place, Transfer and Rearrange its own Attachments, and shall place guys and anchors to maintain all loads caused by its Attachments. Any guying or anchoring required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the reasonable satisfaction of Big Rivers. Anchors and guys shall be in place and in effect prior to the installation of Attachments. Each applicant/Licensee shall, with due diligence, attempt at all times to execute work promptly and in such manner as not to interfere with the service of Big Rivers or an Outside Party.

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RATES, TERMS AND CONDITIONS – SECTION 1

Licensee shall exercise precautions to avoid damage to facilities of Big Rivers and Outside Parties, and Licensee assumes responsibility for any and all loss or damage caused by Licensee's actions or failures to act, including those of its employees, agents, contractors, and subcontractors. Licensee shall make an immediate report to Big Rivers upon Licensee's discovery of any loss or damage to facilities and, in addition to such other obligations as Licensee may have, hereby agrees to reimburse Big Rivers for the reasonable costs and expenses incurred by Big Rivers in addressing damage caused by Licensee.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 1 – Attachments to Poles – (continued)

To further the goals of communication and cooperation with Licensee and Outside Parties, the Big Rivers may conduct information meetings annually or more frequently as appropriate either online or in person. Licensee will make every effort to attend and participate.

Section 2 – Establishing Attachments to Poles –

Application

Before any person or entity shall make use of any Pole, such person or entity shall comply with the requirements set forth herein, including the submission in writing of the complete information required under Appendix A – Application / Request to Attach in the method and form reasonably required by Big Rivers along with a signed Certification Form (the "Application"), and receive written authorization from Big Rivers authorizing the specific use requested. Failure to request and receive Big Rivers' authorization as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Big Rivers.

- 1. No application or payment is required for a Service Drop originating from a Pole and utilizing Communication Space already approved for use by a Licensee. Service Drops

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RATES, TERMS AND CONDITIONS – SECTION 1

shall conform to Appendix B. The placement of one or more non-guyed Service Drops shall not create additional Communication Space.

2. A party, without following the procedures outlined herein, may utilize vertical unused space below its specifically-authorized space for terminals, risers or other reasonable vertical Attachments if the existing use of the Pole is authorized, such use does not interfere with any Outside Party's operations, and such use complies with the terms of this Schedule.

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RATES, TERMS AND CONDITIONS – SECTION 1

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

3. If a person or entity expects to submit an Application (or series of Applications) seeking to attach to more than ~~five-tenths-zero and seventy-five hundredths~~ percent (0.75%) of Big Rivers' Poles in Kentucky (or to more than ~~5300~~ Poles, whichever is less), then as soon as reasonably practicable (and in no event less than ~~ninety-sixty~~ (960) days before submission of such Application(s)), the person or entity shall provide written notification to Big Rivers describing the details of the expected Application, including location and number of Poles to be impacted, relevant timelines, expected Make-ready, and similar information.
4. For attachments involving only Simple Make-ready, an applicant may elect to proceed with the one-touch Make-ready ("OTMR") process described in Section 2 – Establishing Attachments to Poles - Procedure (OTMR), below. An applicant shall elect the OTMR process in writing in its Application and shall identify the Simple Make-ready that it will perform. It is the responsibility of the applicant to ensure it or its contractor accurately determines if the relevant Make-ready is Simple Make-ready or Complex Make-ready. Applications not electing the OTMR process shall proceed and be processed pursuant to Section 2 – Establishing Attachments to Poles - Procedure, below.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

Procedure

1. Review for Completeness:

i. Big Rivers will review each Application for completeness before reviewing it on its merits. Big Rivers shall complete its review for completeness within ten (10) business days after receipt of an Application for five hundred (500) or fewer poles. Big Rivers shall have an additional one (1) business day to complete its review for completeness for each additional 500-Pole increment in an Application. An Application is considered complete only if it includes a signed Certification Form and provides Big Rivers the information necessary under this rate schedule and Appendix A – Application / Request to Attach (or under a Special Contract, if applicable) to make an informed decision on the Application. Big Rivers may bill applicant for all costs and expenses incurred for pole surveys arising from Application. Big Rivers may treat multiple requests from a single applicant as one request if the requests are submitted within the same calendar monththirty (30) days of one another.

ii. An Application will be considered complete unless, within the time prescribed above~~ten (10) business days~~ after Big Rivers' receipt of same, Big Rivers notifies the applicant

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that the Application is incomplete and specifies all reason(s) for so finding including citations to this Tariff and the Pole Attachment Regulation.

ii-iii. If an applicant submits an Application for review while a previous Application submitted by the same applicant is still under review, the applicant may prioritize the order in which Big Rivers reviews the Applications for completeness. Prioritizing a new Application resets the respective review time period of the applicant's deprioritized Applications under review by Big Rivers.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

2. Survey:

i. An applicant may submit a survey with an Application for five hundred (500) or fewer Poles, which Big Rivers shall accept if the applicant used an Approved Contractor for surveys listed on Big Rivers' website and the survey was conducted no more than thirty (30) days before submission of the Application. Big Rivers shall conduct surveys for all Applications exceeding five hundred (500) Poles.

ii. Following its receipt of a complete Application, Big Rivers will conduct a survey of the relevant Poles to determine if the proposed attachment(s) may be made and to identify any Make-ready to be completed to allow for the proposed attachment(s), unless the applicant submitted a survey with the Application under subpart (i) above that meets all the requirements of this Tariff and the Pole Attachment Regulation.

iii. Except as otherwise provided herein, the following timeframes apply:

a. With respect to Lesser Volume Orders, Big Rivers will complete the survey and review on the merits and either grant or deny the applicant access within forty-five (45) days of receipt of a complete Application.

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RATES, TERMS AND CONDITIONS – SECTION 1

- b. With respect to High Volume Orders, Big Rivers will complete the survey and review on the merits and either grant or deny the applicant access within up to one hundred five ~~sixty~~ (60)105 days of receipt of a complete Application to be calculated as follows: Big Rivers shall have an additional fifteen (15) days to complete the survey and review on the merits and grant or deny access for each 500-Pole increment over the first five hundred (500) Poles in an Application up to the lesser of three thousand (3000) Poles or three percent (3%) of Big Rivers' Poles in Kentucky.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

c. The parties shall negotiate in good faith a Special Contract the timing of for all requests for attachment which exceed the lesser of 31,000 Poles or three one and five tenths percent (31.5%) of Big Rivers' poles in Kentucky, unless Big Rivers owns or controls fewer than five hundred (500) Poles in Kentucky.

~~iii~~.iv. Each applicant shall be responsible for the costs of surveys made to review its Application, even if the Application is ultimately denied or the applicant decides not to go forward with the attachments.

~~iv~~.v. Applicant and relevant Outside Parties may be present for any field inspection conducted as part of Big Rivers' survey. Big Rivers will use commercially reasonable efforts to provide these parties with advance notice of not less than five (5) business days of any field inspection and provide the date, time, and location of the inspection, and name of the contractor, if any, performing the inspection. Applicant and Outside Parties present for the field inspection shall be responsible for obtaining the right to enter any third party's property for purposes of the inspection.

3. Make-Ready Estimates:

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RATES, TERMS AND CONDITIONS – SECTION 1

- i. Within fourteen (14) days of providing a response granting access to an applicant following a survey, Big Rivers will provide the applicant a detailed, written estimate (on a pole-by-pole basis if requested and reasonably calculable) describing the charges to perform all necessary Make-ready (“Make-ready Estimate”). Big Rivers will provide documentation that is sufficient to determine the basis of its estimated charges, including any projected material, labor, and other related costs that form the basis of the estimate.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- ii. Big Rivers' Make-ready Estimates shall be valid for fourteen (14) days after presentation. Thereafter, all Make-ready Estimates shall be automatically withdrawn and an applicant must request a new estimate.
- iii. Upon acceptance of the Make-ready Estimate by Applicant, Big Rivers shall invoice applicant the Make-ready Estimate. Invoices for the Make-ready Estimates shall clearly identify the Application or project for which payment is requested.
- iv. Invoices for Make-ready Estimates shall be payable in accordance with the payment terms in Appendix E of the Tariff. Payment for Make-ready Estimates shall clearly identify the Application or project for which payment is made.

4. Make-ready:

- i. Within seven (7) days (or sooner, if practical) of Big Rivers' receipt of payment for survey costs and the Make-ready Estimate, Big Rivers will attempt to notify all known entities with existing attachments that could be affected by the Make-ready.

a. For Make-ready in the Communications Space, the notice will be written and:

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- (i.) State where and what Make-ready will be performed;
- (ii.) State a date for completion of Make-ready (which date will be no more than ~~forty-five~~thirty (4530) days after the notification is sent in the case of Lesser Volume Orders, or up to and no more than one hundred five ~~seventy-five (75105)~~ days after the notification is sent in the case of High Volume Orders);
- (iii.) State that any entity with an existing Attachment may modify the Attachment. Modification shall be consistent with the specified Make-ready before the date established for completion;

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- (iii.) State that, if Make-ready is not completed by the completion date established by Big Rivers, the applicant may complete the Make-ready; *and*
- (iv.) State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure

b. For Make-ready above the Communications Space, the notice will be written and:

- (i.) State where and what Make-ready will be performed;
- (ii.) State a date for completion of Make-ready (which date will be no more than ninety (90) days after the notification is sent in the case of Lesser Volume Orders, and no more than one-hundred thirty-five (135) days after the notification is sent in the case of High Volume Orders);
- (iii.) State that any entity with an existing Attachment may modify the Attachment. Modification shall be consistent with the specified Make-ready before the date established for completion;
- (iv.) State that Big Rivers may assert its right to up to fifteen (15) additional days to complete Make-ready, consistent with the Pole Attachment Regulation;
- (v.) State that if Make-ready is not completed by the completion date established by Big Rivers, the applicant may complete the Make-ready; *and*

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RATES, TERMS AND CONDITIONS – SECTION 1

(vi.) State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- ii. Big Rivers will provide the applicant a copy of the notice(s) and the existing attachers' contact information and address where Big Rivers sent the notices. The applicant shall be responsible for coordinating with existing attachers to encourage completion of Make-ready by the dates established by Big Rivers.
- iii. Big Rivers will complete its own Make-ready consistent with the dates established in the relevant notice(s).

5. Final Invoice:

- i. Within a reasonable period, not to exceed one-hundred twenty (120) days after Big Rivers completes its Make-ready, Big Rivers shall provide:
 - a. A detailed, itemized final invoice of the actual survey charges incurred if the final survey costs for an Application differ from any estimate previously paid for the survey work or if no estimate was previously paid; *and*
 - b.** A detailed, itemized final invoice, on a pole-by-pole basis if requested and reasonably calculable, of the actual Make-ready Costs to accommodate Attachments if the final Make-ready Costs differ from the estimate provided and previously paid by the applicant.

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/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
 President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
~~42301~~Big Rivers Electric Corporation, 201 Third Street, Henderson, KY
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RATES, TERMS AND CONDITIONS – SECTION 1

- c. Final invoices shall clearly identify the Application or project for which payment is requested.
- b.d. Payment for final invoices shall clearly identify the Application or project for which payment is made.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- ii. Upon receipt of payment for the final invoice, Big Rivers shall grant to the applicant authorization (“Permit”) to use the relevant Poles and to make Attachments in accordance with the terms of this rate schedule. The Licensee shall have 180 days from the date Big Rivers has issued a Permit to complete attachment of Licensee’s Attachment. If the Attachment has not been completed within the 180-day period, the Permit shall automatically terminate without further notice to Licensee as to any Pole or Poles covered by the Permit to which Licensee has not attached its Attachment. In the event that the Permit to attach is terminated as set forth herein, Licensee shall not be reimbursed any fees or charges associated with any surveys or Make-ready.
- iii. Licensee shall notify Big Rivers fifteen (15) business days following completion of all Attachments within an Application in accordance with the notice provision in the Tariff of completion of an Attachment to a particular Pole. The notice shall provide Big Rivers at least ninety (90) days from receipt in which to inspect the Attachment. Big Rivers shall have fourteen (14) days after completion of its inspection to notify the Licensee of any damage or code violations caused by the Attachment. If Big Rivers discovers damage or code violations caused by the Attachment, then Big Rivers will inform Licensee and provide adequate documentation of the damage or code violations. Big Rivers may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations or require Licensee to fix the

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RATES, TERMS AND CONDITIONS – SECTION 1

damage or code violations at its expense within fourteen (14) days following notice from Big Rivers. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Big Rivers in connection with this activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of Attachments beyond their initial Attachment, nor shall it limit or impact Big Rivers' rights and remedies with respect to enforcement of Licensee's obligations beyond initial Attachment.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

6. Deviations from Make-ready Timeline:

- i. Big Rivers may deviate from the time limits specified in this rate schedule before offering an estimate of charges if the applicant failed to satisfy a condition in this rate schedule.
- ii. Big Rivers may deviate from the time limits established in this rate schedule during performance of Make-ready for good and sufficient cause that renders it infeasible for Big Rivers to complete make-ready within the time limits established. If Big Rivers deviates it will immediately notify, in writing, the applicant and affected Outside Parties and shall identify the affected Poles and include a detailed explanation of the reason for the deviation and a new completion date. Big Rivers shall deviate from the time limits established for a period no longer than necessary to complete and shall resume Make-ready without discrimination once it returns to routine operations.
- iii. Big Rivers or an Outside Party may deviate from the time limits established in this section during performance of complex Make-ready for reasons of safety or service interruption that renders it infeasible to complete complex Make-ready within the time limits established in this section. The applicant and other affected existing attachers shall be notified in writing of any such deviation, which notice shall identify the affected

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Poles, include a detailed explanation of the basis for the deviation, and include a new completion date, which new completion date shall not extend beyond sixty (60) days from the completion date provided in the case of Lesser Volume Orders or one-hundred and five (105) days in the case of High Volume Orders. No deviation will extend for a period for longer than necessary to complete Make-ready on the affected Poles.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

7. Self-Help Remedy:

i. Should Big Rivers or an Outside Party decline or fail to complete its prescribed steps within the time limits established in this rate schedule, then an applicant may elect to hire an Approved Contractor to complete the step as specified in this subsection.

ii. Big Rivers and any Outside Party may be present for any work conducted as part of the self-help remedy.

iii. An applicant shall use commercially reasonable efforts to provide Big Rivers and Outside Parties with advance notice of not less than five (5) business days of a field inspection, or seven (7) days of impending Make-ready, as part of any self-help remedy it may conduct. The notice shall include the date and time of the work, a description of the work involved, and the name of the Approved Contractor being used by the applicant.

iii.iv. Any self-help remedy shall be performed in compliance with the terms of this Tariff, the Pole Attachment Regulation, and Big Rivers' construction standards listed its website at www.bigrivers.com.

iv.v. Self-help shall not be available for pole replacements. Only Big Rivers or its designee may conduct pole replacements

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

Procedure (OTMR)

1. Review for Completeness:

- i. Big Rivers will review each Application for completeness before reviewing it on its merits. An Application is considered complete only if it provides Big Rivers the information necessary under this rate schedule and Appendix A – Application / Request to Attach to make an informed decision on the application. Big Rivers may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.
- ii. An Application will be considered complete unless, within ten (10) business days after Big Rivers' receipt of same, Big Rivers notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

2. Survey:

- i. An applicant shall be responsible for all surveys required as part of the OTMR process. An applicant shall use Big Rivers or an Approved Contractor to conduct any survey pursuant to the OTMR process.
- ii. An applicant shall allow Big Rivers and any affected Outside Party to be present for any field inspection conducted as part of its survey.
- iii. An applicant shall use commercially reasonable efforts to provide Big Rivers and affected Outside Parties with advance notice of not less than five (5) business days of a field inspection as part of any survey and shall provide the date, time, and location of the inspection, and name of the contractor performing the inspection.

3. Application Review on Merits:

- i. Big Rivers will review a complete Application requesting OTMR and respond either granting or denying same within fifteen (15) days of receipt in the case of Lesser

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Volume Orders, within thirty (30) days of receipt in the case of High Volume Orders,
or within a time negotiated in good faith for requests exceeding High Volume Orders.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- a. During the applicable timeframe for review following Big Rivers' receipt of a complete Application, Big Rivers or an Outside Party may object to the designation by the applicant that certain Make-ready is Simple Make-ready, as opposed to Complex Make-ready. Any objection shall be specific and in writing, include all relevant evidence and information supporting the objection, be made in good faith, and explain how the evidence and information relate to determination that the Make-ready is not simple; if such an objection is made, the Make-ready shall be deemed to be Complex Make-ready, and the applicant may not proceed with the affected proposed OTMR process
 - ii. If Big Rivers denies an Application on its merits, then Big Rivers' decision shall be specific, shall include all relevant evidence and information supporting its decision, and shall explain how the evidence and information relate to a denial of access
4. Make-ready:
- i. If an Application is approved by Big Rivers and if the applicant has provided to Big Rivers and relevant Outside Parties at least fifteen (15) days prior written notice of the

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necessary or appropriate Make-ready, the applicant may proceed with Make-ready. An applicant shall use Big Rivers or an Approved Contractor to perform the Make-ready.

- ii. The prior written notice shall include the date and time of the Make-ready, a description of the work involved, and the name of the contractor or party being used, and provide Big Rivers and Outside Parties a reasonable opportunity to be present for any Make-ready.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- iii. An applicant/Licensee shall immediately notify Big Rivers and any affected Outside Party if Make-ready damages the equipment of Big Rivers or an Outside Party or causes an outage that is reasonably likely to interrupt the service of Big Rivers or an Outside Party.
- iv. If an applicant/Licensee or Big Rivers determines that Make-ready classified as Simple Make-ready is in fact Complex Make-ready, then all Make-ready on the impacted Poles shall be halted and the determining party shall provide immediate notice to the other party of its determination and the impacted Poles. All remaining Make-ready on the impacted Poles shall then be governed by Section 2 – Establishing Attachments to Poles – Procedure, above, and Big Rivers shall provide the notices and estimates required as soon as reasonably practicable.

5. Post Make-ready Timeline:

- i. Licensee shall notify Big Rivers and affected Outside Parties within fifteen (15) days after completion of Make-ready pursuant to the OTMR process.
- ii. Licensee shall notify Big Rivers within fifteen (15) days of completion of an Attachment to a particular Pole. The notice shall provide Big Rivers at least ninety (90)

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RATES, TERMS AND CONDITIONS – SECTION 1

days from receipt in which to inspect the Attachment. Big Rivers shall have fourteen (14) days after completion of its inspection to notify the Licensee of any damage or code violations caused by the Attachment. If Big Rivers discovers damage or code violations caused by the Attachment, then Big Rivers will inform Licensee and provide adequate documentation of the damage or code violations. Big Rivers may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations or require Licensee to fix the damage or code

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

violations at its expense within fourteen (14) days following notice from Big Rivers. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Big Rivers in connection with this activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of Attachments beyond their initial attachment, nor shall it limit or impact Big Rivers' rights and remedies with respect to enforcement of those obligations beyond initial attachment.

Overlapping

- i. Any person or entity seeking to overlap existing facilities attached to Big Rivers' Poles shall provide advance written notice to Big Rivers describing the proposed activity along with submission of the complete information required under Appendix A – Application / Request to Attach, excluding a pole-loading analysis certified by a professional engineer licensed in the Commonwealth of Kentucky, in the method and form reasonably required by Big Rivers. The notice shall be provided to Big Rivers not less than thirty (30) days prior to the proposed activity. Failure 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 Big Rivers.

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- ii. Following receipt of the notice described in the preceding subsection, Big Rivers may determine the proposed overlashing will create a capacity, safety, reliability, or engineering issue; in such an event, Big Rivers will provide specific documentation of the issue to the party seeking to overlash within the 30-day advance notice period. In such event, the party seeking to overlash must address any identified issues before proceeding, either by modifying its proposal or explaining why, in the party's view, a modification is unnecessary.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- iii. Any party that engages in overloading is responsible for its own costs, equipment and personnel, and it shall ensure that it complies with applicable safety, reliability, and engineering practices. If damage to Big Rivers property or other existing attachments results from overloading, or if overloading work causes safety or engineering standard violations, then the overloading party shall be fully responsible at its expense for any necessary repairs.
- iv. An overloading party shall notify Big Rivers within fifteen (15) days of completion of the overload on a particular pole. The notice shall provide Big Rivers at least ninety (90) days from receipt in which to inspect the overload. Big Rivers shall have fourteen (14) days after completion of its inspection to notify the overloading party of any damage or code violations caused by the overload. If Big Rivers discovers damage or code violations caused by the overload on equipment belonging to Big Rivers, then Big Rivers will inform the overloading party and provide adequate documentation of the damage or code violations. Big Rivers may either complete any necessary remedial work and bill the overloading party for the reasonable costs related to fixing the damage or code violations or require the overloading party to fix the damage or code violations at its expense within fourteen (14) days following notice from Big Rivers. Overloading parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Big Rivers in connection with overloading activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of overlashed

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facilities beyond their initial attachment, nor shall it limit or impact Big Rivers' rights and remedies with respect to enforcement of those obligations beyond initial attachment.

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P.S.C. KY. No. 27

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CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.27

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 3 – Right of Way for Licensee's Attachments –

Big Rivers does not warrant or assure to Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and Big Rivers has no obligation to secure any right-of-way, easement, license, franchise, or permit required for the installation or maintenance of Licensee's Attachments. If the Licensee shall at any time be prevented from placing or maintaining its Attachments on Big Rivers' Poles, no liability on account thereof shall attach to Big Rivers. If requested by Big Rivers, Licensee shall submit satisfactory evidence of its rights to place its attachments upon a property. Licensee shall indemnify, defend, and hold harmless Big Rivers from any and all claims, damages, or other losses arising out of Licensee's failure to obtain a necessary right-of-way, easement, license, franchise, or permit. If at any time after Licensee has attached its Attachment to Big Rivers' Poles, Big Rivers is informed or has reason to believe that such Attachment is not authorized by any governmental authority or private property owner, then Licensee shall remove its Attachment from any of Big Rivers' Poles immediately after receiving notice from Big Rivers of such circumstance and the Permit covering such Poles shall automatically terminate, provided, however, if Licensee is in the process of disputing such lack of authority, and has received permission to remain on the Pole pending the outcome of the dispute, Licensee may maintain its Attachment if it provides proof of the permission and indemnifies Big Rivers with respect to any losses incurred related to the Attachment.

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2024

/s/ ~~Donald Gulley~~Robert W. Berry

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Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
42301Big Rivers Electric Corporation, 201 Third Street, Henderson, KY
42420

Issued by Authority of an Order of the Commission,
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RATES, TERMS AND CONDITIONS – SECTION 1

Right-of-way clearing necessary for the operation of the Big Rivers' transmission system shall be performed by Big Rivers as it determines in the exercise of its sole judgment and discretion. Any right-of-way clearing necessary or requested for the installation or maintenance of Licensee's Attachment(s) will be the financial and operational responsibility solely of the Licensee, and Licensee must obtain Big Rivers' permission prior to conducting any such clearing activity near Big Rivers' Poles or other facilities. In the event that right-of-way work is required due to a fallen tree or similar situation whereby the condition of Licensee's cable and/or facilities are creating undue strain on the facilities of Big Rivers or an Outside Party, Licensee agrees to remedy the situation as soon as possible at its own expense. If Licensee is not willing or able to remedy the situation within

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 3 – Right of Way for Licensee's Attachments –(continued)

a timeframe suitable to Big Rivers, as determined in its sole discretion, Big Rivers may perform the necessary clearing and invoice the Licensee for the costs and expenses associated therewith.

Section 4 – Maintenance of Poles and Attachments; Contractors –

Licensee shall, at all times and at its sole expense, make and maintain all of its Attachments in accordance with the specifications mentioned in Section 1 – Attachments to Poles and shall keep them in safe condition and in thorough repair. Any guying or anchoring required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the reasonable satisfaction of Big Rivers.

Licensee shall require all of its employees, agents, contractors, and subcontractors that install, transfer, remove, relocate, maintain or otherwise work on or near the Attachments to be appropriately qualified and trained to work on and in the vicinity of an electric transmission system, including but not limited to the Poles.

Contractors (Complex)

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RATES, TERMS AND CONDITIONS – SECTION 1

Big Rivers shall make available and keep up-to-date a list of contractors Big Rivers has authorized to perform self-help surveys and Complex Make-ready. In accordance with the Pole Attachment Regulation, Licensee must use Big Rivers or a contractor from Big Rivers' list to perform self-help work that is Complex or above the Communications Space. A Licensee may request (and Big Rivers may not unreasonably deny) the addition to the list of any contractor that meets the following minimum qualifications:

- i. The contractor has agreed to follow published safety and operational guidelines of Big Rivers;

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 4 – Maintenance of Poles and Attachments; Contractors – (continued)

- ii. The contractor has acknowledged that it knows how to read and follow licensed-engineered pole designs for Make-ready;
- iii. The contractor has agreed to follow all local, state, and federal laws and regulations including the rules regarding Qualified and Competent Persons under the requirements of the OSHA rules;
- iv. The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by Big Rivers, as made available; *and*
- v. The contractor is adequately insured or has established an adequate performance bond for the Make-ready the contractor will perform, including work the contractor will perform on facilities owned by Outside Parties.

Contractors (Simple)

Big Rivers may keep up-to-date a list of contractors the utility authorizes to perform surveys and Simple Make-ready. If Big Rivers provides this list, then Licensee shall choose Big Rivers or a contractor from the list to perform the relevant work. A Licensee may request the addition to the list of any contractor that meets the minimum qualifications in the preceding section.

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RATES, TERMS AND CONDITIONS – SECTION 1

- i. If Big Rivers does not provide a list of Approved Contractors for surveys or Simple Make-ready or no Approved Contractor is available within a reasonable time period, then the Licensee may choose its own qualified contractor. The applicant's chosen contractor shall meet the minimum requirements delineated in Section 4 – Maintenance of Poles and Attachments; Contractors – Contractors (Complex) above, as certified by the applicant consistent with the Pole Attachment Regulation.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 4 – Maintenance of Poles and Attachments; Contractors – (continued)

- a. Big Rivers may disqualify any contractor chosen by an applicant that is not on the Big Rivers' list, but a disqualification shall be based on reasonable safety or reliability concerns related to the contractor's failure to meet any of the minimum qualifications established above or to meet Big Rivers' publicly available and commercially reasonable safety or reliability standards. Big Rivers will provide notice of its objection to the contractor consistent with the Pole Attachment Regulation.

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) as if each such agent, contractor and subcontractor were the Licensee for purposes of this rate schedule. Licensee shall ensure that Big Rivers is an intended third party beneficiary of such requirements with enforceable rights against each such agent, contractor and subcontractor and that such rights are enforceable against each such agent, contractor and subcontractor in the same manner and to the same extent as Big Rivers has such rights against Licensee under this rate schedule. Licensee shall indemnify Big Rivers for all liabilities, claims, demands and costs (including, without limitation, any legal fees and/or costs) arising from its failure to comply with the requirements of this provision.

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RATES, TERMS AND CONDITIONS – SECTION 1

Section 5 – Inventory (Audit) And Inspections –

Actual Inventory

Big Rivers reserves the right to conduct an Actual Inventory of Attachments (sometimes referred to as a Pole Attachment Audit or Pole Audit) no more frequently than once every five (5) years, unless Big Rivers is required by law, regulation, or regulatory authority to perform a

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 5 – Inventory (Audit) And Inspections – (continued)

Pole Audit more frequently; provided, however, the inventory may be done on a rolling basis on subsets of Poles, such that each subset is inventoried no more than once every five (5) years, unless Big Rivers is required by law, regulation, or regulatory authority to perform a Pole Audit more frequently. Licensee and all Outside Parties shall cooperate and participate in the Actual Inventory, Licensee and all Outside Parties shall reimburse Big Rivers for their respective pro-rata shares of the total cost of the Actual Inventory, based on the number of each attaching entity's total attachments on Poles, as determined by the Actual Inventory. For the purpose of such Actual Inventory, any pole used by the Licensee for the purpose of attaching wires or cables thereto shall be considered a Pole. Each Outside Party shall pay a prorated share of the cost of performing the Actual Inventory, based on the number of poles to which each Licensee has Attachments on Big Rivers' Poles.

Licensee-Specific Inspection

If Big Rivers has reasonable suspicion of a significant number of violations with respect to a particular Licensee, Big Rivers may perform an inspection specific to Licensee's Attachments. In the event such inspection finds a Discrepancy Rate higher than five percent (5%),^a Licensee shall reimburse Big Rivers for all costs and expenses associated with the inspection. Big Rivers shall provide notice of the safety inspection to the Licensee, which shall describe the scope of the inspection and provide Licensee with notice of the anticipated date of the inspection.

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RATES, TERMS AND CONDITIONS – SECTION 1

^a Discrepancy Rate = $\frac{\text{Number of Unauthorized or Non-Compliance Licensee Attachments}}{\text{Total Number of Licensee Attachments}}$

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RATES, TERMS AND CONDITIONS – SECTION 1

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 5 – Inventory (Audit) And Inspections – (continued)

Corrections

If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this rate schedule, Licensee shall, upon notice by Big Rivers, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Big Rivers may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Big Rivers' sole judgment and discretion, safety considerations require Licensee to take corrective action within such shorter period. Further, in the event the parties agree, such agreement not to be unreasonably withheld, that such nonconformance is of a nature that it cannot be reasonably corrected within thirty (30) days, the parties shall mutually agree on an additional time period in which Licensee shall complete the required corrections. Should Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, Big Rivers may elect to do such work itself, and Licensee shall reimburse Big Rivers for all actual costs and expenses incurred in connection therewith. Big Rivers shall not be liable for any loss or damage to Licensee's facilities which may result to any facilities or property, except to the extent of Big Rivers' gross negligence or misconduct. Failure by Big Rivers to inspect Licensee's conformance to the technical requirements and specifications listed in Section 1 – Attachments to Poles or to take action on its own to bring such Attachments into compliance shall not cause Big Rivers to be liable for any loss or injury

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RATES, TERMS AND CONDITIONS – SECTION 1

resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder. In all circumstances, all of the parties on a Pole shall work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of a Pole and all Transfers or other work incident thereto. Licensee shall ensure that its employees, agents, or contractors, which Licensee causes to work on or around Poles, will be notified of pending, unresolved issues requiring corrective actions, prior to activities on such poles, and

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 5 – Inventory (Audit) And Inspections – (continued)

Licensee shall not allow unqualified or improperly equipped personnel to work on poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the Pole.

Penalties

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 (90th) day thereafter until Licensee addresses the violation(s) to Big Rivers' reasonable satisfaction. The foregoing notwithstanding, in no event may Big Rivers impose a penalty unless the Licensee fails to correct a violation within thirty (30) days of notification of nonconformance from Big Rivers.

Safety Violations

For avoidance of doubt, Licensee shall be required to correct any safety violations as provided herein whether or not such are observed or noticed.

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RATES, TERMS AND CONDITIONS – SECTION 1

Section 6 – Division of Costs –

Division of Costs for Poles

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 by Big Rivers consistent with the Pole Attachment Regulation.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 6 – Division of Costs – (continued)

Where an existing pole is replaced for maintenance purposes, Big Rivers shall erect a pole adequate for the existing Attachments and additional Attachments for which Applications have been delivered, unless such Application is denied in accordance herewith, and Big Rivers will pay all the costs of installing the replacement pole. The Licensee will pay to replace its existing Attachments. The replaced pole shall be removed and shall remain the property of Big Rivers.

Any payments for poles made by the Licensee under any provisions of this Section 6 shall not entitle the Licensee to the ownership of any part of the poles or Big Rivers' real property rights, easements, or rights-of-way for which Licensee has contributed in whole or in part.

Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

In the event Big Rivers installs a pole larger than is initially required for Big Rivers' and Licensee's use in anticipation of Big Rivers' future requirements or additions, the additional space provided by Big Rivers shall be reserved for Big Rivers' sole use. Licensee may request documentation to validate the need for future space.

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RATES, TERMS AND CONDITIONS – SECTION 1

If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.

Except as otherwise provided, Big Rivers shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an Appendix A – Application / Request to Attach is not required.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 6 – Division of Costs – (continued)

Division of Costs for Violations

If any Attachment is found to be in violation of the terms of this rate schedule, Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole(s) and all Transfers or other work incident thereto.

If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this Agreement, Licensee shall, upon notice by Big Rivers, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Big Rivers may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Big Rivers' sole judgment and discretion, safety considerations require Licensee to take corrective action within such shorter period. Further, in the event the parties agree, such agreement not to be unreasonably withheld, that such nonconformance is of a nature that it cannot be reasonably corrected within thirty (30) days, the parties shall mutually agree on an additional time period in which Licensee shall complete the required corrections.

Should Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, Big Rivers may elect to do such work itself, and Licensee shall reimburse Big Rivers for all actual costs and expenses incurred in connection therewith. Big

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Rivers shall not be liable for any loss or damage to Licensee's facilities which may result, except to the extent of Big Rivers' gross negligence or misconduct on any third-party's facilities or property.

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DATE EFFECTIVE December 28, 2022August 31, 2024

/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
42301~~Big Rivers Electric Corporation, 201 Third Street, Henderson, KY~~
42420

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For All Territory Served By
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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 6 – Division of Costs – (continued)

Failure by Big Rivers to inspect Licensee's conformance to the technical requirements and specifications listed in Section 1 – Attachments to Poles or to take action on its own to bring such Attachments into compliance shall not cause Big Rivers to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder. Licensee will not be responsible for the costs associated with violations caused by Big Rivers or Outside Parties.

In all circumstances, all of the parties on the pole will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of the pole and all Transfers or other work incident thereto. Licensee shall ensure that its employees, agents, or contractors, which Licensee causes to work on or around Poles, will be notified of pending, unresolved issues requiring corrective actions, prior to activities on such Poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on Poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the Pole.

If one or more Outside Party Licensee(s) caused the violation, then such Outside Party Licensee(s) will pay the corrective costs incurred by all who have Attachments on the pole,

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including for the Licensee, Big Rivers and any other Licensees; and Big Rivers will make reasonable effort to cause the Outside Party to make such payment.

If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.

Big Rivers shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an Appendix A – Application / Request to Attach is not required.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 7 – Unauthorized Attachments –

If any Attachment is made without complying with this rate schedule and is identified by Big Rivers or self-reported by the Licensee ("Unauthorized Attachment"), then, without prejudice to its other rights or remedies under this rate schedule or at law, Big Rivers shall require Licensee to submit a notification within fifteen (15) business days to verify or deny the Unauthorized Attachment. Within sixty (60) days of the Licensee's verification, the Licensee shall submit an Appendix A – Application / Request to Attach, along with supporting engineering design data for each Unauthorized Attachment. If, upon review of Appendix A – Application / Request to Attach:

- i. an Unauthorized Attachment exists with no violations, then the Licensee shall pay to Big Rivers a one-time fee of five (5) times the current annual rental fee found in Appendix E – Fees and Charges and the Licensee will be granted a Permit for the Attachment.
- ii. an Unauthorized Attachments exist with violations, then the Licensee shall correct all violations within ninety (90) days or by a mutually agreed upon time. All Make-Ready Costs being borne by the Licensee. Once all corrections are made, the Licensee shall pay to Big Rivers a one-time fee of five (5) times the current annual rental fee found in Appendix E – Fees and Charges and the Licensee will be granted a Permit for the Attachment.

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If Licensee has failed to provide Appendix A – Application / Request to Attach, as appropriate, or has not removed such Unauthorized Attachments within the 90-day timeframe, then Big Rivers may remove such Attachments at the Licensee's expense and with no liability to Big Rivers, in which event the Licensee shall reimburse Big Rivers upon demand for the cost incurred in making such removal and shall indemnify and hold Big Rivers harmless from and against all loss, liability, or expense (including but not limited to claims of third parties) resulting from the removal of such Unauthorized Attachment, except in cases of gross negligence or intentional misconduct. Nothing herein shall relieve Licensee of its obligation to maintain Attachments at all times in conformity with Big Rivers' Specifications.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 8 – Abandonment of Poles, Transfer of Attachments –

If Big Rivers desires at any time to abandon any Pole or to direct Licensee to Transfer one or more Attachments for any reason, Big Rivers will, except as otherwise provided, give the Licensee notice to that effect at least sixty (60) days prior to the date on which the Transfer shall be completed. If, at the expiration of said time period, Licensee has not removed its Attachments or pursued a deviation from the relevant time period consistent with the Pole Attachment Regulation, Big Rivers may:

- i. Transfer the Attachment(s) at Licensee's expense (in which case Big Rivers expressly disclaims and shall have no responsibility or liability related thereto, except in the case of Big Rivers' gross negligence or willful misconduct); *and/or*
- ii. Transfer the relevant Pole such that it becomes the property of the Licensee, as is, and the Licensee shall save, defend and hold harmless Big Rivers 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 Big Rivers the then depreciated value in place of the Pole to Big Rivers. Big Rivers may further evidence transfer of title to the pole by completing Appendix C – Bill of Sale. Credit shall be allowed for any payments which the Licensee may have made under the provisions of Section 5 – Inventory (Audit) And Inspections, when the Pole was originally set, provided the Licensee furnishes proof of such payment. However, if

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Big Rivers is putting its facilities underground, the Pole will not be sold to the Licensee, and the Licensee shall comply with the undergrounding of the facilities or remove its facilities.

If, for safety or reliability purposes, it is necessary for Big Rivers to Transfer, Rearrange, remove, manipulate, or otherwise impact a Licensee's attachment on an expedited basis, Big Rivers may not provide Licensee with notice of its actions but may recover from Licensee the costs reasonably incurred by Big Rivers in performing such work.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 8 – Abandonment of Poles, Transfer of Attachments – (continued)

Licensee shall comply with reasonable and nondiscriminatory requirements that prohibit installation of structures on or above ground in an area designated solely for underground or buried cable and utility facilities.

Section 9 – Adjustment Payments –

For a year in which there is no Actual Inventory, the number of Poles used in calculating a charge under this rate schedule shall be adjusted based on the applications received since the last Actual Inventories and any identified Unauthorized Attachments.

For a year for which there is an Actual Inventory, the following adjustment shall be made to the number of Poles for purposes of calculating a charge under this rate schedule: The difference between the number of Poles found by the Actual Inventory for the year in question and the number of Poles currently being billed shall be prorated evenly based on the assumption that such Poles were added evenly over the years between the Actual Inventories in order to calculate, on the basis of such proration, a prorated number of poles for each year between the year of the previous Actual Inventory and the year of the present Actual Inventory.

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If the adjustment so calculated pursuant to this section results in a payment that is greater than the payment that was actually made for a billing period, the difference shall constitute an additional amount owed by the Licensee to Big Rivers; if less, the difference shall constitute an amount owed by Big Rivers or a credit to the Licensee.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 10 – Rights of Other Parties, Licensee –

If Big Rivers, prior to affording a Licensee any rights pursuant to this rate schedule, conferred upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its Poles covered by this rate schedule, nothing herein contained shall be construed as affecting said rights or privileges with respect to attachments of such Outside Parties. Big Rivers shall have the right to continue and extend such rights and privileges to such Outside Parties and to others, as the Attachment privileges herein granted are non-exclusive.

No use, however extended, of Big Rivers' Poles and other facilities shall create or vest in Licensee any ownership or property rights in said Poles and other facilities except as specifically set forth herein. Big Rivers may maintain its Poles and facilities as it sees fit in light of its own service requirements, and Licensee's rights in Big Rivers' facilities shall be and remain a mere Permit for as long as authorized under the terms and conditions of this rate schedule.

Section 11 – Waiver of Terms or Conditions –

The failure or decision of Big Rivers to enforce or insist upon compliance with any of the terms or conditions of this rate schedule 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.

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RATES, TERMS AND CONDITIONS – SECTION 1

Section 12 – Payment of Taxes –

Each party shall pay all taxes and assessments lawfully levied on its own property and services, but any tax, fee, or charge levied on Big Rivers' Poles solely because of their use by the Licensee shall be paid by the Licensee.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 13 – Designated Contact Person(s), Notices –

Licensee shall establish and maintain a designated contact person(s) ("Designated Contact Person(s)") for ordinary maintenance requests, relocation requests, and notices from Big Rivers who shall be reasonably available during normal business hours. Licensee shall also establish and maintain a Designated Contact Person(s) for emergency maintenance and relocation requests who shall be reasonably available 24 hours per day, 7 days a week. Licensee shall provide Big Rivers with written contact information for each Designated Contact Person and ensure such written contact information remains current by providing Big Rivers appropriate written notice of any change. Each Designated Contact Person shall be capable of providing (or acquiring) substantive, timely responses to Big Rivers' inquiries or issues.

Unless otherwise specifically provided herein, all notices, requests, consents, demands, designations, approvals or statements required to be made under this rate schedule shall be in writing and shall be delivered via personal delivery, generally recognized overnight delivery service, certified U.S. mail return receipt requested, facsimile, electronic mail, or designated electronic platform. Notices to Licensee shall be sent to its Designated Contact Person(s) for notices.

Licensee agrees to join, utilize or acquire any notification or similar system or platform identified and utilized by Big Rivers to facilitate communication and the delivery of required notices and efforts related to this rate schedule, including but not limited to, any notices relating to new

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Attachments, Transfers, relocation, abandonment or maintenance work. Notices sent through Big Rivers' system or platform shall be satisfactory notice under this rate schedule.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 14 – Remedies –

Licensee may at any time terminate any right to attach an Attachment to any Pole by removing its Attachment from such pole and notifying Big Rivers of such removal. Such notice shall fully identify, by pole number and location, the Pole(s) from which such Attachments are being removed; absent such notice, Licensee shall continue to be responsible for rental payments. The Permit covering such Pole shall terminate upon receipt of such notice by Big Rivers. No refund of any pole rental rate or other charge will be due on account of such removal. Big Rivers may, in addition to seeking any other remedy available to it, suspend Licensee's rights under this rate schedule (including access to Big Rivers' Poles) or terminate the Contract or any Permit issued under this rate schedule if Licensee fails to comply with any of the provisions of this rate schedule and fails within thirty (30) days (or such longer, mutually-agreeable period if a thirty (30) day cure period is not reasonably possible) after written notice from Big Rivers to correct such noncompliance. In the event a governmental entity at any time requires Big Rivers to remove one or more of its Poles, any Permit issued to Licensee for such Pole(s) shall automatically terminate, in which event Big Rivers shall refund to Licensee any unearned rental payments made pursuant to this rate schedule. Except as otherwise provided in this rate schedule, the Licensee shall have sixty (60) days within which to remove its Attachments from Big Rivers' Pole(s) upon termination of a Permit issued under this rate schedule. If the Licensee fails to remove its Attachments from Big Rivers' Pole(s), Big Rivers shall have the right (but not the obligation) to remove the Licensee's Attachments, without notice or liability of any kind to the Licensee, in which event the Licensee shall reimburse Big Rivers upon demand for the cost Big Rivers incurred in making such removal. Attachments of Licensee which

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RATES, TERMS AND CONDITIONS – SECTION 1

remain after the sixty (60) day period following termination may also be assessed pole rental rates at the rates applicable to Unauthorized Attachments, until such time as such Attachments are removed and notice given thereof. The Licensee shall indemnify and hold Big Rivers harmless from and against all loss, liability, or expense resulting such removal, including but not limited to claims of third parties.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 15 – Representations and Warranties –

In order to obtain service under this rate schedule, Licensee shall:

- i. be a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed;
- ii. enjoy full authority to enter into and perform its obligations pursuant to this rate schedule, recognizing it is a party bound by this rate schedule, which is fully enforceable in accordance with its terms; *and*
- iii. confirm its execution and delivery of its obligations under this rate schedule will not conflict with or violate or constitute a breach or default under its formation documents and will not violate any law, rule or regulation applicable to it.

Licensee shall comply with all federal, state, and local rules and ordinances. Licensee shall comply with all technical requirements and specifications applicable to Licensee's affixation of Attachments to Big Rivers' Poles as authorized herein. Licensee shall comply with Big Rivers' practices and rules including requirements for installing, transferring, relocating, removing or maintaining Attachments. Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee's Attachments, and Licensee shall take all steps necessary to avoid any interference with Big Rivers' safe and efficient operation of its electric transmission system, including but not limited to its Poles, and the rights of Outside Parties.

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RATES, TERMS AND CONDITIONS – SECTION 1

THERE ARE NO WARRANTIES UNDER THIS RATE SCHEDULE EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH HEREIN. THE PARTIES SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BIG RIVERS SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF BIG RIVERS' POLES AND RELATED PROPERTY AND FACILITIES.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 16 – Indemnifications and Limitations on Liability –

Licensee agrees to indemnify, defend and hold harmless Big Rivers, its affiliates, directors, officers, Member–Owners, representatives, agents, contractors, subcontractors, and employees (collectively "Indemnified Persons") from and against any and all claims, liabilities, losses, damages, costs, discovery requests, demands, judgments, actions, causes of action, disbursements and expenses in connection therewith (including, without limitation, the reimbursement of all such costs, fees, expenses and disbursements, including reasonable attorneys' fees, as and when incurred, of investigating, preparing for, responding to or defending against any action, suit, proceeding, investigation, subpoena or other inquiry (whether or not Big Rivers is a party to the proceedings or litigation at issue) in connection with actual or threatened actions) ("Losses") relating to or arising out of Licensee's activities under this rate schedule, its presence on or near Big Rivers' property, or any action or inaction by Licensee, its employees, agents, contractors, subcontractors, or representatives related to the construction, installation, operation, maintenance, presence, replacement, upgrade, use, replacement, abandonment or removal of any attachment. Licensee's liability for Losses shall include, but not be limited to, claims alleging damage to or loss of property; injury to or death of persons (including payments made under any workers' compensation law or under any plan for employees' disability and death benefits); power or communications outage, interruption or degradation; environmental damage; and violations of law, regulations, orders, or other applicable rules or requirements; provided, however that 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

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/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
42301~~Big Rivers Electric Corporation, 201 Third Street, Henderson, KY~~
42420

Issued by Authority of an Order of the Commission,
Pursuant to 807 KAR 5:015E Dated December 28, 2022, in Case No.
2022-00106



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

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RATES, TERMS AND CONDITIONS – SECTION 1

of competent jurisdiction, not subject to further appeal, to have resulted from the sole gross negligence or willful misconduct of any Indemnified Person.

The obligations of this Section 16 shall survive the conclusion of the parties' relationship under this rate schedule, shall be enforced to the fullest extent permitted by applicable law and the obligations of this Section 16 shall be construed liberally in favor of indemnification of Big Rivers and the other Indemnified Persons.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 16 – Indemnifications and Limitations on Liability – (continued)

The indemnification obligations of Licensee under this Section 16 and under other provisions of this rate schedule are cumulative and not exclusive. An Indemnified Person's request for indemnification under one or more sections shall not preclude or in any way waive or limit its ability to seek indemnification under other provisions of this rate schedule.

Big Rivers shall not be liable to Licensee for any property damage, injury or death to persons (including payments made under any Worker's Compensation Law or under any plan for employee disability and death benefits), interruption to service of Licensee, or for interference (however caused) with the operation of the cables, wires, appliances and facilities of Licensee, arising in any manner out of the use of Big Rivers' Poles and other facilities hereunder, including any effects undesirable to Licensee which the presence, breakdown, operation, maintenance, alterations of, or additions to, the lines and other facilities of Big Rivers or Outside Parties may have upon the Attachments or the service or equipment of Licensee, except to the extent attributable to the gross negligence or willful misconduct on the part of Big Rivers or its agents.

Licensee expressly assumes responsibility for determining the condition of all Poles and equipment to be accessed or otherwise worked on or near by its employees, agents, contractors, subcontractors or invitees, and to the fullest extent permitted by law, assumes all risks (except for risks arising from Big Rivers' gross negligence or misconduct) related to the construction, operation and maintenance of Licensee's Attachments on or about Big Rivers' poles.

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RATES, TERMS AND CONDITIONS – SECTION 1

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ELSEWHERE IN THIS SCHEDULE, IN NO EVENT WILL BIG RIVERS OR ANY OF ITS AFFILIATES, DIRECTORS, OFFICERS, MEMBER-OWNERS, REPRESENTATIVES, AGENTS, CONTRACTORS, SUBCONTRACTORS, OR EMPLOYEES OR RELATED PARTIES BE LIABLE TO LICENSEE OR ANY OF ITS REPRESENTATIVES OR RELATED PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF

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/s/ Donald GulleyRobert W. Berry

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 16 – Indemnifications and Limitations on Liability – (continued)

SERVICES, LOSS OF CUSTOMERS OR CLIENTS, LOSS OF GOODWILL OR LOSS OF PROFITS RELATING TO OR ARISING IN ANY MANNER FROM OR IN CONNECTION WITH THIS SCHEDULE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER, REGARD-LESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR EXPECTED AND REGARDLESS OF THE THEORY UNDER WHICH THE DAMAGES ARE CLAIMED (WHETHER EQUITABLE, LEGAL, IN CONTRACT, TORT, OR OTHERWISE).

Section 17 – Construction –

The headings in this rate schedule are for purposes of reference only and shall not be construed to limit or enlarge the substantive terms hereof.

Section 18 – Assignment of Rights –

Licensee shall not assign or otherwise dispose of any of its rights or interests hereunder, or the Attachments or rights-of-way covered by this rate schedule, to any firm, corporation or individual, without the written consent of Big Rivers, which consent shall not be unreasonably withheld

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/s/ ~~Donald Gulley~~Robert W. Berry

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President and Chief Executive Officer
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~~Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420~~

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RATES, TERMS AND CONDITIONS – SECTION 1

Section 19 – Insurance –

Policies Required

At all times, Licensee shall keep in force and effect all insurance policies as described below. Licensee shall ensure Big Rivers is informed, no less than thirty (30) days in advance, of the

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 19 – Insurance – (continued)

cancellation or termination of any policy hereunder. Licensee shall name Big Rivers as an additional insured on all such policies, except workers compensation.

- i. Workers Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Kentucky law at the time of the application of this provision for each accident. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.
- ii. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits of liability not less than \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury aggregate, and \$1,000,000 each occurrence.
- iii. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.

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RATES, TERMS AND CONDITIONS – SECTION 1

- iv. Umbrella Liability Insurance. Coverage is to be in excess of the sum of the employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$10,000,000 each occurrence, \$10,000,000 aggregate.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 19 – Insurance – (continued)

- i. Property Insurance. Licensee will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and structures, fencing, or support systems that may be placed on, within, or around facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as extended coverage insurance or self-insure for such exposures.
- ii. Performance Bond. Prior to making any Attachments under this rate schedule, Licensee shall provide to Big Rivers a performance bond in an amount corresponding with the requirements of Appendix D – Performance Bond. The bond shall be executed with a proper surety through a company licensed and qualified to operate in the Commonwealth of Kentucky and listed with the United States Department of the Treasury as published in the Federal Register. In addition, the bond shall not be for an amount greater than the surety's approved limit as referenced in the current Federal Register and shall be accompanied by a certified power-of-attorney document, all still subject to the final approval of Big Rivers. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this rate schedule and for the payment by the Licensee of any damages, claims, liens, taxes, liquidated damages, penalties, or fees due to Big Rivers which arise by reason of the construction, installation, operation, maintenance, transfer, relocation, or removal of Licensee's Attachments or other facilities on or about Big Rivers' Poles. This

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shall include claims for damages to Big Rivers' facilities caused by Licensee, or its contractors and agents. Big Rivers shall have the right to draw funds from the bond to recover damages to Big Rivers' facilities caused by Licensee, its contractors, or agents. Provision shall be made to permit Big Rivers to draw against the bond. Licensee shall not use such bond for other purposes and shall not assign, pledge or otherwise use the bond as security for any other purpose.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 19 – Insurance – (continued)

Qualification; Priority; Contractors' Coverage

The insurer must be authorized to do business under the laws of the Commonwealth of Kentucky and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Licensee is required to obtain under this Section 19 with the same limits.

Certificate of Insurance; Other Requirements

Prior to making any Attachments under this rate schedule and prior to each insurance policy expiration date during the term of this rate schedule, the Licensee will furnish Big Rivers with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this rate schedule and property insurance waivers of subrogation required by this rate schedule. Big Rivers shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this rate schedule. Big Rivers, its board members, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate. All policies,

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/s/ Donald GulleyRobert W. Berry

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other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by Big Rivers. Licensee shall defend, indemnify and hold harmless Big Rivers and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Section 19. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Big Rivers upon request.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 19 – Insurance – (continued)

Limits

The limits of liability set out in this Section 19 may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Big Rivers' or Licensee's exposure to risk.

Prohibited Exclusions

No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that:

- i. exclude coverage of liability assumed by this rate schedule with Big Rivers except as to infringement of patents or copyrights or for libel and slander in program material;
- ii. exclude coverage of liability arising from excavating, collapse, or underground work;
- iii. exclude coverage for injuries to Big Rivers' employees or agents; *or*
- iv. exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents.

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This list of prohibited provisions shall not be interpreted as exclusive.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 19 – Insurance – (continued)

Deductible/Self-insurance Retention Amounts

Licensee may meet all or a portion of the insurance requirements of this Section 19 by self-insurance. To the extent the Licensee self-insures, the Licensee is not required to name Additional Insureds as required by this Section 19. The Licensee must provide to Big Rivers such evidence as required by Big Rivers demonstrating, to Big Rivers' satisfaction, the Licensee's financial ability to meet the requirements of this Section 19 requiring insurance coverage by self-insurance. In the event the Licensee fails to meet the Licensee's insurance requirements to Big Rivers' satisfaction, Licensee shall provide the insurance coverage and the additional insured endorsements in accordance with this Section 19.

Additional Insurance

Big Rivers shall have the right at any time to require public liability insurance and property damage liability insurance in greater amounts than those required in this Section 19. In any such event, the additional premium or premiums payable solely as the result of such additional insurance coverage shall be payable by Big Rivers within thirty (30) days of the Licensee providing proof of such additional premium to Big Rivers and requesting payment therefor.

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RATES, TERMS AND CONDITIONS – SECTION 1

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 19 – Insurance – (continued)

Section 20 – Force Majeure –

Except as may be expressly provided otherwise, either Big Rivers or Licensee shall be excused from performance of an obligation hereunder if and to the extent its performance is prevented by Force Majeure, provided that the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure. "Force Majeure" shall mean causes beyond a party's reasonable and actual control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrences; (b) national or state emergencies, insurrections, epidemics, pandemics, riots, acts of terrorism, or wars; or (c) strikes, lockouts, work stoppage, or other labor difficulties. To the extent practicable, the parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as any force majeure event causing a failure or delay has ceased. Each party shall promptly notify the other party of any delay in performance under this section and its impact on performance required under this rate schedule.

Section 21 – Severability –

The provisions (or parts thereof) of this rate schedule shall be severable. In the event that any provision (or part thereof) of this rate schedule is determined to be illegal, invalid, or otherwise

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unenforceable, then such illegality, invalidity or unenforceability shall not affect or impair the remainder of this rate schedule.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix A – Request to Attach / Modify Attachments to Poles

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/s/ ~~Donald Gulley~~Robert W. Berry

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Original SHEET NO. 38.53



RATES, TERMS AND CONDITIONS – SECTION 1

Licensee Job # _____ (to be completed by Licensee)	
Big Rivers Work Order # _____ (to be completed by Big Rivers)	
SECTION 1 - REQUEST FOR APPROVAL TO PLACE ATTACHMENTS ON A POLE (to be completed by Licensee)	
Company	Poles with Attachments (specify quantity)
Project	Added
Request Date	Removed
Name	Overlashed
Title	Modified
Phone	Estimated Construction Dates
Email	Start
Signature:	Completion
	Fees Submitted: Application
	Other
One Touch Make-Ready? (Yes or No)	If yes, please attach section 3 (OTMR addendum)
Make Ready Anticipated? (Yes or No)	
Location of Attachment Request (Street Address and Coordinates (Lat, Long)):	

Checklist of Attached Documents (Containing Licensee Job #):	
<input type="checkbox"/> Appendix A- OTMR Addendum selected contractors (if applicable)	
<input type="checkbox"/> <u>Permit Submittal Certification Form</u>	
<input type="checkbox"/> Detailed construction plans, drawings, and maps consistent with Appendix B	
<input type="checkbox"/> Spreadsheet, containing the following:	
<input type="checkbox"/> Poles that we wish to use (number, Lat, Long)	<input type="checkbox"/> Relocations or replacements of poles
<input type="checkbox"/> Point of attachment (proposed height) on each pole	<input type="checkbox"/> Rearrangements of fixtures and equipment necessary
<input type="checkbox"/> Number and type of attachments to be placed on each pole (including an anchor type and distance from	<input type="checkbox"/> Additional poles required
<small>The included information represents our proposed facilities. Any changes will be submitted to Big Rivers for approval prior to construction. The Licensee will obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities for the Licensee's proposed service and all easements, licenses, rights-of-way and permits necessary for the proposed use of these poles.</small>	
SECTION 2 - APPROVAL/DENIAL OF REQUEST (to be completed by Big Rivers)	
Response Date	Utility Make Ready Construction Required?
Name	Total Estimated Cost to Licensee
Title	(Detailed invoice to be provided)
Phone	Permit #
Email	
Request	Approve
Response	Deny
Signature:	If denied, reason for denial:
<small>Big Rivers hereby grants License to Licensee to make Attachments as described above, subject to the terms and conditions of the Tariff.</small>	
<u>2024</u>	

DATE OF ISSUE
 DATE EFFECTIVE

/s/ ~~Donald Gulley~~ Robert W. Berry

ISSUED BY: Donald Gulley
Robert W. Berry,
 President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
42301 Big Rivers Electric Corporation, 201 Third Street, Henderson, KY
42420

Issued by Authority of an Order of the Commission,
Pursuant to 807 KAR 5:015E Dated December 28, 2022, in Case No.
2022-00106



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

~~First~~
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CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.53

RATES, TERMS AND CONDITIONS – SECTION 1

DATE OF ISSUE January 27, 2023July 31, 2024
DATE EFFECTIVE December 28, 2022August 31,
2024

/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
Robert W. Berry,
President and Chief Executive Officer
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~~Revised~~Original SHEET NO. 38.54

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.54

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

**Appendix A - Request to Attach - OTMR Addendum
To be submitted along with Appendix A – Request to Attach: Sections 1 and 2**

DATE OF ISSUE January 27, 2023July 31, 2024
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2024

/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
42301~~Big Rivers Electric Corporation, 201 Third Street, Henderson, KY~~
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CANCELLING P.S.C. KY. No. _____

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RATES, TERMS AND CONDITIONS – SECTION 1

Licensee Job # _____ (to be completed by Licensee)		
Big Rivers Work Order # _____ (to be completed by Big Rivers)		
SECTION 3 - OTMR Contractor Information (to be completed by Licensee)		
OTMR Survey Contractor		
OTMR Make Ready Contractor		
Company	Same as survey contractor	
Survey Date	Company	
Point of Contact Name	Point of Contact Name	
Title	Title	
Phone	Phone	
Email	Email	
Existing Attacher Information		
<i>Note: It is still the responsibility of the applicant to notify existing attachers of One-Touch Make-Ready.</i>		
Attacher	Point of Contact	Phone or Email
OTMR Transfer Work Information		
Field Supervisor		Additional Comments:
Title		
Phone		
Email		
Estimated Crew Size		
By submitting this application, I fully and completely understand the One-Touch Make-Ready process, and agree to abide by all of the pole owning utility's rules and regulations regarding joint use attachments. I further agree to accept all liability incurred as a result of my One-Touch Make-Ready construction.		

Signature: _____ Date: _____
 DATE OF ISSUE January 27, 2023 July 31, 2024
 DATE EFFECTIVE December 28, 2022 August 31, 2024

/s/ ~~Donald Gulley~~ Robert W. Berry

ISSUED BY: Donald Gulley
Robert W. Berry,
 President and Chief Executive Officer
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RATES, TERMS AND CONDITIONS – SECTION 1

DATE OF ISSUE January 27, 2023~~July 31, 2024~~
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/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix B – Specifications for Attachments

Licensee, when making Attachments to Big Rivers' Poles, will adhere to the following engineering and construction practices.

- i. All Attachments shall be made in accordance with Section 1 – Attachments to Poles and Big Rivers' construction standards posted on its website at www.bigrivers.com.
- ii. Clearances.
 - a. Attachment and Cable Clearances: Licensee's Attachments on Big Rivers' Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separation specified in the most updated version of the NESC.
 - b. Service Drop Clearance: From the pole to the home/building the parallel minimum separation between Big Rivers' service drops and Licensee's service drops shall conform to the NESC.
 - c. Other Drop Clearances: All other drop clearances at the mid-span must conform to the NESC.

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For All Territory Served By
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RATES, TERMS AND CONDITIONS – SECTION 1

- d. Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, the minimum separation must be maintained between all telecommunication cables that meet NESC rules (includes common phone, CATV, and fiber optic cables lashed to an effectively grounded messenger strand or self-supporting cables).

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/s/ ~~Donald Gulley~~Robert W. Berry

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President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
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For All Territory Served By
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CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.56

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix B – Specifications for Attachments (continued)

- e. Vertical Risers: All risers, including those providing 120/240 volt powers for Licensee's equipment enclosure, shall be placed on the quarter faces of the pole and must be installed in conduit with weatherhead (if possible). A two (2) inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained.
 - f. Climbing Space: A clear climbing space must be maintained at all times on the face of the pole. All Attachments must be placed so as to allow and maintain a clear and proper climbing space on the face of Big Rivers' pole. Licensee's cable/wire Attachments shall be placed on the same side of the pole as those of other Attaching Entities. In general, all other Attachments and risers should be placed on pole quarter faces.
 - g. Pedestals and Enclosures: Every effort should be made to install pedestals, vaults and/or enclosures at a minimum of four (4) feet from poles or other Big Rivers facilities, or the distance specified by Big Rivers, whichever is greater.
- iii. Anchors and Guys.
- a. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on Big Rivers' poles by Licensee's Attachments. Anchors must be guyed adequately.

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/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
42301~~Big Rivers Electric Corporation, 201 Third Street, Henderson, KY~~
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Original SHEET NO. 38.56

RATES, TERMS AND CONDITIONS – SECTION 1

- b. Anchors and guy wires must be installed on each Big Rivers pole where an angle or a dead-end occurs. Licensee shall make guy attachments to poles at or below its cable attachment. Per RUS requirements, no proposed anchor can be within five (5) feet of an existing anchor.
- c. Licensee may not attach guy wires to the anchors of Big Rivers or third-party user without the anchor owner's specific prior written consent.

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/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
42301~~Big Rivers Electric Corporation, 201 Third Street, Henderson, KY~~
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For All Territory Served By
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Original SHEET NO. 38.57

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix B – Specifications for Attachments (continued)

- d. No Attachment may be installed on a Big Rivers pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Big Rivers' poles until all required guys and anchors are installed.
 - e. Licensee's down guys, if needed, shall be bonded, to the vertical ground wires of Big Rivers' pole, in accordance with applicable NESC rules. If there is no vertical ground present at the pole, Licensee shall notify Big Rivers and a ground will be added to the pole at Big Rivers' expense for Licensee to bond to.
- iv. Certification of Licensee's Design.
- a. Licensee's Attachment Permit application must be signed and sealed by a professional engineer, registered in the Commonwealth of Kentucky, certifying that Licensee's aerial cable design fully complies with the NESC and Big Rivers' Construction Standards and any other applicable federal, state or local codes and/or requirements, or Licensee will pay Big Rivers for actual costs for necessary engineering and post-construction inspection and to ensure Licensee's design fully complies with the NESC and Big Rivers' Construction Standards and any other applicable federal, state or local codes and/or requirements.

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/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
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~~First Revised~~Original SHEET NO. 38.57

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RATES, TERMS AND CONDITIONS – SECTION 1

- b. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Big Rivers' facilities and other Attaching Entities' facilities that exist on the poles without regard to the condition of the existing facilities.

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President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
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For All Territory Served By
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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix B – Specifications for Attachments (continued)

v. Miscellaneous Requirements.

- a. Attachments: All Attachments will be made on the street side of the pole unless otherwise approved by Big Rivers.
- b. Cable Bonding: Licensee's conductive messenger cables shall be bonded at every pole with a vertical ground. If no ground exists on a pole to be bonded, Licensee shall notify Big Rivers and a ground will be added to the pole at Big Rivers' expense for Licensee to bond to.
- c. Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
- d. Communication Cables: All communications cables/wires not owned by Big Rivers shall be attached within the communications space that is located below the Communication Worker Safety Zone.
- e. Riser Installations: All Licensee's riser installations shall be in Big Rivers–approved conduit materials. Ground wires may be attached directly to the pole.

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/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
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Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
42301~~Big Rivers Electric Corporation, 201 Third Street, Henderson, KY~~
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For All Territory Served By
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CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.59

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix B – Specifications for Attachments (continued)

- b. Tagging: On every pole to which the Licensee is attached, Licensee's facilities shall be identified with a band-type communications cable tag or other identification acceptable to Big Rivers within twelve (12) inches of the pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Licensee name and emergency contact number. Licensee shall be responsible for periodically inspecting its Attachments to ensure that they are tagged with permanent identification markers. Should Big Rivers encounter any Attachments without required permanent identification markers, Big Rivers shall notify Licensee of such Attachments and Licensee shall install permanent identification markers within thirty (30) days. In the event Attachments are not tagged in accordance herewith, Big Rivers reserves the right to charge Licensee for all costs and expenses incurred by Big Rivers to identify the untagged Attachments.
- c. Mid-Span Taps: All mid-span communication taps, other than service drops, are subject to the same installation and maintenance requirements as an Attachment under this rate schedule. Additionally, any newly proposed mid-span taps must receive prior approval under Section 2 – Establishing Attachments to Poles of this rate schedule.

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DATE EFFECTIVE December 28, 2022August 31, 2024

/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
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President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
42301~~Big Rivers Electric Corporation, 201 Third Street, Henderson, KY~~
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For All Territory Served By
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~~First~~
~~Revised~~Original SHEET NO. 38.60

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.60

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix C – Bill of Sale (Template)

Agreement made this _____ day of _____, 20____, by and between _____, a company/corporation with its principal office in _____, _____, hereinafter called Buyer, and _____, a company/corporation, with its principal office in _____, _____, authorized to do and doing business in _____, hereinafter called Seller.

For and in consideration of the sum of \$ _____ to it in hand paid and other valuable considerations, payable to Seller in immediately available funds, the receipt of all of which is hereby acknowledged, Seller by these presents does hereby bargain, sell, demise, release and forever quitclaim to Buyer, its successors and assigns, all of the rights, title, interest and claim the Seller now has or may have had in the following "Pole(s)" located in _____ County, _____.

Quantity	Description	Location (address, latitude / longitude, etc.)

DATE OF ISSUE January 27, 2023July 31, 2024
DATE EFFECTIVE December 28, 2022August 31, 2024

/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
42301~~Big Rivers Electric Corporation, 201 Third Street, Henderson, KY~~
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RATES, TERMS AND CONDITIONS – SECTION 1

Additional locations listed on the attached form.

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DATE EFFECTIVE December 28, 2022 August 31, 2024

/s/ ~~Donald Gulley~~ Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
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For All Territory Served By
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Revised Original SHEET NO. 38.61

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.61

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix C – Bill of Sale (Template) – (continued)

This sale is subject to the following terms and conditions:

1. Buyer is purchasing the poles described above in reliance upon its personal inspection and in an “as is” and “where is” condition, with all faults.
2. Seller makes no warranties, express or implied, of any kind or nature except that (a) Buyer will acquire by the terms of this bill of sale good title to the poles and (b) Seller has the right to sell the poles. Without limiting the generality of the foregoing, **SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE POLES.**
3. **BUYER UNDERSTANDS THAT THE SELLER’S POLES MAY CONTAIN PRESERVATIVES OR OTHER HAZARDOUS MATERIALS. BUYER REPRESENTS AND WARRANTS THAT IT WILL HANDLE AND TREAT SUCH POLES, INCLUDING BUT NOT LIMITED TO, THE POLES CONTAINING LEAD, IN COMPLIANCE WITH ALL ENVIRONMENTAL LAWS, INCLUDING, BUT NOT LIMITED TO, PROCURING ALL REQUIRED PERMITS AND CERTIFICATES.**
4. As used herein, “Environmental Laws” shall mean all Federal, State or local laws, regulations or ordinances having to do with the protection of health, welfare, the environment or workers, including,

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/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
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RATES, TERMS AND CONDITIONS – SECTION 1

without limitation, the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Occupational Safety and Health Act, and any similar state or local laws, regulations or ordinances.

DATE OF ISSUE January 27, 2023July 31, 2024
DATE EFFECTIVE December 28, 2022August 31, 2024

/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
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CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.62

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix C – Bill of Sale (Template) – (continued)

5. On the effective date hereof, Buyer releases Seller of all liability for, and Buyer assumes all liability for, and will defend, indemnify and hold harmless Seller from and against all losses, damages, expenses (including attorneys' fees and costs), claims, suits and liabilities, whether based in contract or tort (including strict liability), the extent arising out of, resulting from or in connection with (a) Buyer's negligent or intentional acts or omissions, or those of persons furnished by it, (b) the failure of Buyer or its agents to fully comply with the terms and conditions of this Agreement, including those concerning compliance with Environmental Laws or (c) assertions under Worker's Compensation or similar laws made by persons furnished by Buyer. Seller shall promptly notify Buyer of any written claim, loss or demand for which Buyer is responsible under this Clause.

6. If, for any reason, Buyer removes, modifies or disposes of the poles or any other facilities, then it will do so safely and in accordance with all Environmental Laws and standards, and will do no damage to other property or facilities owned by Seller or third parties. **BUYER EXPRESSLY ASSUMES ALL LIABILITIES THAT MAY ARISE FROM THE HANDLING, PROCESSING, REMOVAL OR OTHER USE OF THE POLES OR OTHER FACILITIES, INCLUDING THOSE ARISING UNDER THE ENVIRONMENTAL LAWS.**

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/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
42301Big Rivers Electric Corporation, 201 Third Street, Henderson, KY
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~~Revised~~Original SHEET NO. 38.62

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.62

RATES, TERMS AND CONDITIONS – SECTION 1

7. This Agreement does not transfer any rights, licenses or other interests in any easement, right of way, license or other property right of Seller and Seller expressly retains all such rights, licenses and interests.

DATE OF ISSUE January 27, 2023July 31, 2024
DATE EFFECTIVE December 28, 2022August 31, 2024

/s/ ~~Donald Gulley~~Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
42301~~Big Rivers Electric Corporation, 201 Third Street, Henderson, KY~~
42420

*Issued by Authority of an Order of the Commission,
Pursuant to 807 KAR 5:015E Dated December 28, 2022, in Case No.
2022-00106*



For All Territory Served By Cooperative's Transmission System P.S.C. KY. No. 27

First Revised Original SHEET NO. 38.63

CANCELLING P.S.C. KY. No.

Original SHEET NO. 38.63

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix C – Bill of Sale (Template) – (continued)

Table with 3 columns: Quantity, Description, Location (Address, Latitude / Longitude, etc.)

DATE OF ISSUE January 27, 2023 July 31, 2024
DATE EFFECTIVE December 28, 2022 August 31, 2024

/s/ Donald Gulley Robert W. Berry

ISSUED BY: Donald Gulley Robert W. Berry, President and Chief Executive Officer Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301 Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of an Order of the Commission, Pursuant to 807 KAR 5:015E Dated December 28, 2022, in Case No. 2022-00106



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

~~First Revised~~ Original SHEET NO. 38.63

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.63

RATES, TERMS AND CONDITIONS – SECTION 1

DATE OF ISSUE January 27, 2023 July 31, 2024
DATE EFFECTIVE December 28, 2022 August 31, 2024

/s/ ~~Donald Gulley~~ Robert W. Berry

ISSUED BY: Donald Gulley
~~Robert W. Berry,~~
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY
42301 Big Rivers Electric Corporation, 201 Third Street, Henderson, KY
42420

Issued by Authority of an Order of the Commission,
Pursuant to 807 KAR 5:015E Dated December 28, 2022, in Case No.
2022-00106



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27
Original SHEET NO. 38.64
CANCELLING P.S.C. KY. No. _____
SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix D – Performance Bonds

A performance bond in the amount of \$10,000 or \$50 per Attachment, whichever is greater, is required for all intended attachers operating or seeking to operate facilities which deliver service to the public.

DATE OF ISSUE July 31, 2024
DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of the Commission,
Pursuant to 807 KAR 5:015E*



For All Territory Served By
 Cooperative's Transmission System
 P.S.C. KY. No. 27
 Original SHEET NO. 38.65
 CANCELLING P.S.C. KY. No. _____
 SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix E – Fees and Charges

Licensee shall pay to Big Rivers the fees and charges and shall comply with the terms and conditions specified in the rate schedule.

Unless otherwise expressly provided, Licensee shall pay any invoice it receives from Big Rivers pursuant to this rate schedule within thirty (30) calendar days after Licensee is presented with the invoice. Any balance that remains unpaid after its due date shall bear interest at the rate of one and a half percent (1.5%) per month until paid, or if one and a half percent (1.5%) exceeds the maximum rate allowed by law, then at the maximum rate allowed by law.

Big Rivers will invoice Licensee in advance with respect to amounts owed annually for each of Licensee's Attachments, at the rates shown in the table below

Annual Pole Attachment Fees (Fees per Pole)	
Two-Party pole attachment without ground	\$3.14
Three-Party pole attachment without ground	\$2.23
Two-Party pole attachment with ground	\$3.37
Three-Party pole attachment with ground	\$2.37
Two-Party anchor attachment	\$5.56
Three-Party anchor attachment	\$3.71

Big Rivers may bill any Licensee for additional fees and charges described throughout this rate schedule.

DATE OF ISSUE July 31, 2024
 DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
 President and Chief Executive Officer
 Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of the Commission,
 Pursuant to 807 KAR 5:015E*



For All Territory Served By
 Cooperative's Transmission System
 P.S.C. KY. No. 27
 Original SHEET NO. 38.66
 CANCELLING P.S.C. KY. No. _____
 SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix F – Bill Format

BIG RIVERS ELECTRIC CORPORATION
 INVOICE
 P. O. BOX 2001524 Owensboro~~HENDERSON~~, KY
 MONTH ENDING mm/dd/yy 4230442419-0024

POLE ATTACHMENT INVOICE NO.

DESCRIPTION DATE:

RE: Pole Attachment Agreement

Yearly rental charge as set forth in Big Rivers' Standard Rate Schedule PA – Pole Attachment as filed and approved by the Kentucky Public Service Commission. License granted: [Grant Date], Permit No. [Permit No.]

<u>Applicable Fees & Charges:</u>	<u>Quantity</u>		<u>Rate</u>		<u>Total</u>
Two-party pole attachment without ground	0,000	x	\$3.14	=	\$ 00,000.00
Three-party pole attachment without ground	0,000	x	\$2.23	=	\$ 00,000.00
Two-party pole attachment with ground	0,000	x	\$3.37	=	\$ 00,000.00
Three-party pole attachment with ground	0,000	x	\$2.37	=	\$ 00,000.00
Two-party anchor attachment	0,000	x	\$5.56	=	\$ 00,000.00
Three-party anchor attachment	0,000	x	\$3.71	=	\$ 00,000.00
Other Fees and Charges:					
[Description]					\$ 00,000.00
[Description]					\$ 00,000.00
					<u>\$ 00,000.00</u>

Total Amount Due

Terms: Net Thirty (30) Days

Direct any inquiries to:
 Manager, Accounting
 Phone: 270 -827-2561

DATE OF ISSUE July 31, 2024
 DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
 President and Chief Executive Officer
 Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of the Commission,
 Pursuant to 807 KAR 5:015E*

Big Rivers Electric Corporation

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CATV	Cable Television Attachment - DISCONTINUED	31	12-28-2022	
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DATE OF ISSUE July 31, 2024
DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Office
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, Ky 42301
*Issued by Authority of the Commission
Pursuant to 807 KAR 5:015E*



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

First Revised SHEET NO. 38.01

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.01

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments

Applicable:

For all poles owned or controlled by Big Rivers.

Availability:

To cable television system operators, telecommunications carriers, broadband internet providers, and governmental units that proceed in compliance with this rate schedule. No attachment(s) shall be made to Big Rivers' Poles unless and until Big Rivers has approved such attachment(s) following receipt of an appropriate application and an acknowledgement of the applicability of this rate schedule. Parties with joint use agreements with Big Rivers are excluded from this rate schedule. Nothing in this rate schedule is intended to expand the right to attach to Big Rivers' Poles beyond those rights otherwise conveyed by law. Big Rivers reserves the right, on a non-discriminatory basis, to deny access to and exclude from use any of its Poles where there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.

Regulation:

This rate schedule includes Big Rivers' rates, terms, and conditions governing attachments to Big Rivers' Poles. It is intended to be, and should be interpreted, consistent with the requirements of 807 KAR 5:015 (the "Pole Attachment Regulation") and KRS Chapter 278. Terms not defined herein shall have the meaning prescribed in the Pole Attachment Regulation.

Website:

Additional information regarding Big Rivers' Pole Attachment services may be found at www.bigrivers.com including: (i) the Certification Form applicants must submit with each Application; (ii) the identity and contact information for contractors approved to conduct surveys and self-help Make-ready; (iii) construction standards for Attachments; and (iv) contact information for primary and alternate Big Rivers personnel responsible for invoicing, payment, Make-ready work, and escalation of disputes related to Pole Attachments.

[N]
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DATE OF ISSUE July 31, 2024
DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of the Commission
Pursuant to 807 KAR 5:015E*



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

First Revised SHEET NO. 38.02

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.02

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Term:

This rate schedule shall take effect at 12:01 AM CPT on the effective date of this tariff.

Definitions:

Please see Section 4 for definitions common to all tariffs.

Definitions specific to this rate schedule are:

“Actual Inventory” is a complete count of all Attachments on Poles to which the Licensee is attached.

“Approved Contractor” is a contractor identified on Big Rivers’ website at www.bigrivers.com as appropriately qualified and approved by Big Rivers to provide self-help surveys or Make-ready services. [T] [T]

“Attached Pole” is a pole for which shared use is established or continued pursuant to the terms of this tariff.

“Attachment” is any Licensee cable, wire, strand, circuit, service drop, permitted over-lashing, appurtenance, equipment, pedestal or apparatus of any type attached to Big Rivers’ Pole.

“Certification Form” is the form an applicant is required to submit to Big Rivers with each Application: (i) certifying the person filing the Application has reviewed Big Rivers’ requirements, Pole Attachment Tariff, and applicable law and that the Application meets all of the requirements to the best of the applicant’s knowledge and ability; (ii) designating appropriate applicant personnel responsible for overseeing all Attachments with Big Rivers; and (iii) identifying appropriate applicant personnel associated with each Application who shall be responsible for coordinating with Big Rivers and ensuring that Attachment-related issues are addressed in a timely manner. A copy of Big Rivers’ Certification Form may be found at www.bigrivers.com. [N]

DATE OF ISSUE July 31, 2024
DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of the Commission
Pursuant to 807 KAR 5:015E*



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

First Revised SHEET NO. 38.03

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.03

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Definitions: - (continued)_

Definitions specific to this rate schedule are (continued):

“Communication Space” is the lower usable portion on Poles typically reserved for low-voltage communications equipment and designated for the installation of Licensee facilities, the top of which is separated from the Supply Space by the Communication Worker Safety Zone.

“Communication Worker Safety Zone” is the space on a Pole below the supply space, above the Communication Space. The amount of space of the Communication Worker Safety Zone is defined by the NESC.

“Complex Make-ready” means any Make-ready that is not Simple Make-ready, such as the replacement of a Pole; splicing of any Attachment or relocation of existing Wireless Facilities, even within the Communications Space; and any Transfers or work relating to the attachment of Wireless Facilities

“Cost in Place” is the cost of a bare Pole, labor to install the Pole and associated overheads, including engineering.

“High Volume Orders” are requests which seek to attach to no more than three percent (3%) of Big Rivers’ Poles in Kentucky or to no more than 3,000 Poles, whichever is less, and are not Lesser Volume Orders. Big Rivers may treat multiple requests from a single applicant as one request if the requests are submitted within the same calendar month.

[T]
↓

“Licensee” means a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit seeking to attach or having attached new or upgraded facilities to a Pole.

DATE OF ISSUE July 31, 2024
DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of the Commission
Pursuant to 807 KAR 5:015E*



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

First Revised SHEET NO. 38.04

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.04

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Definitions: - (continued)_

Definitions specific to this rate schedule are (continued):

“Lesser Volume Orders” are requests which seek to attach to no more than zero and seventy-five hundredths percent (0.75%) of Big Rivers’ poles in Kentucky or to no more than 500 Poles, whichever is less. Big Rivers may treat multiple requests from a single applicant as one request if the requests are submitted within the same calendar month. [T] ↓

“Make-ready” is all work necessary or appropriate to make space for or otherwise accommodate new or changed Attachments, including, if necessary or appropriate, Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.

“Make-ready Costs” are all costs necessary for Big Rivers to prepare its Poles for Licensee's Attachments, including the costs of materials, labor, engineering, applicable overhead charges and administrative costs. Included among Make-ready Costs are the costs of installing or changing out Poles, cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with applicable requirements. Make-ready Costs shall include costs needed to correct preexisting violations of applicable standards caused by Licensee; however, Make-ready Costs shall not include costs to bring poles, attachments, or third-party or utility equipment into compliance with current published safety, reliability, and pole-owner construction standards if the poles, attachments, or third-party or utility equipment were out of compliance because of work performed by a party other than the Licensee prior to the new attachment.

“Outside Party” is any person or entity other than Big Rivers or Licensee that is also attached to Big Rivers’ Poles consistent with law and this rate schedule.

DATE OF ISSUE July 31, 2024
DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
Issued by Authority of the Commission
Pursuant to 807 KAR 5:015E



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

First Revised SHEET NO. 38.05

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.05

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Definitions: - (continued)_

Definitions specific to this rate schedule are (continued):

“Overlashing” means to place an additional wire or cable communications facility onto an existing Attachment or messenger already secure to the pole in order to accommodate additional wire or cable communications facility capacity. An Overlash does not include a mid-span installation.

“Permit” means authorization from Big Rivers to the Licensee to attach an Attachment pursuant to this rate schedule.

“Pole” means any pole owned or controlled by Big Rivers, excluding any pole that is used primarily to support outdoor lighting.

“Rearrange” or “Rearrangement” is the moving of Attachments from one position to another on a Pole.

“Service Drop” means a wire or line used to connect services to a single customer, building or location by means of any attachment to a Pole. A Service Drop shall run directly from a Pole to a specific customer, without the use of any other poles.

“Simple Make-ready” is Make-ready in which existing Attachments in the Communications Space of a Pole could be rearranged without any reasonable expectation of a service outage or facility damage and does not require splicing of any existing attachment or relocation of an existing Wireless Facility. Simple Make-ready does not include replacement of a Pole.

“Space” is the linear portion of a pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for in this Schedule).

DATE OF ISSUE July 31, 2024
DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
Issued by Authority of the Commission
Pursuant to 807 KAR 5:015E



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27
First Revised SHEET NO. 38.06
CANCELLING P.S.C. KY. No. _____
Original SHEET NO. 38.06

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Definitions: - (continued)_

Definitions specific to this rate schedule are (continued):

“Special Contract” is a pole attachment agreement negotiated in good faith by Big Rivers and applicant: (i) when applicant’s request to attach exceeds the lesser of three thousand (3000) Poles or three percent (3%) of Big Rivers’ Poles in Kentucky;, or (ii) upon Big Rivers’ receipt of three (3) separate Applications averaging one thousand (1000) Poles or one percent (1%) of Big Rivers’ Poles in Kentucky for any three (3) months over a five (5) month period. (This provision shall be inapplicable in the event that Big Rivers owns or controls fewer than five hundred (500) Poles in Kentucky.) At a minimum, the Special Contract shall include:

1. An agreement for a prepaid account from applicant to cover the cost of the request;
2. Direction from applicant regarding Make-ready work that Big Rivers can complete without further direction from applicant, including:
 - i. The maximum cost per Pole;
 - ii. The total cost for Make-ready work for each project or line of each project;
3. Applicant’s prioritization of projects if the applicant has submitted multiple requests for attachment;
4. Contact information, including phone numbers and email addresses, for all necessary Big Rivers and applicant personnel;
5. The cadence, location, and necessary personnel for each project; and
6. The timing of surveys and Make-ready.

[N]

“Standard Pole” is a pole which is tall enough to provide Supply Space, a Communication Worker Safety Zone and Communication Space, as herein defined, for Big Rivers and all Attachments and strong enough to meet the requirements of the specifications mentioned in Section 1 – Attachments to Poles for the Big Rivers facilities and Attachments ordinarily placed by the parties in their respective spaces.

DATE OF ISSUE July 31, 2024
DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of the Commission
Pursuant to 807 KAR 5:015E*



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27
First Revised SHEET NO. 38.07
CANCELLING P.S.C. KY. No. _____
Original SHEET NO. 38.07

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Definitions: - (continued)_

Definitions specific to this rate schedule are (continued):

“Supply Space” is the following described space:

1. For Big Rivers, the uppermost six and a half (6 ½) feet measured from top of pole on thirty-five (35)-foot poles and the uppermost nine (9) feet measured from top of pole on forty (40)-foot poles. For all additional size poles, the Supply Space shall be specified by Big Rivers upon request.
2. For Licensee, a Communication Space of One (1) foot on both thirty-five (35)-foot and forty (40)-foot poles below the Communication Worker Safety Zone. The Supply Space shall provide at all times the minimum clearance required by the specifications mentioned in Section 1- Attachments to Poles 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 cables attached in such space. Licensee will make its initial Attachments at the lowest possible point within the Communication Space that provides such ground clearance and provides one foot of separation from the nearest attachment.
3. In the event Big Rivers installs a pole larger than the Standard Pole solely in anticipation of its future requirements or additions, the Supply Space for Big Rivers, as defined above, for that pole shall be increased to include the additional above ground space provided by Big Rivers. For avoidance of doubt, in any case Licensee shall be responsible for attaching at a height to provide the minimum ground clearance required by the specifications mentioned in Section 1 – Attachments to Poles.

“Transfer” is the removal of Attachments from one Pole and the placement of them or substantially identical Attachments upon another Pole.

“Wireless Facilities” are telecommunications or data transmission devices in which electromagnetic waves (rather than some form of wire or fiber) carry the signal over part or all of the communication path. Wireless Facilities include but are not limited to, antennas, distributed antenna systems, wireless transmitters, wireless gateways, mini-cells, wireless loops, wireless networks or devices transmitting in millimeter wavelength spectrum.

DATE OF ISSUE July 31, 2024
DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of the Commission
Pursuant to 807 KAR 5:015E*



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27
First Revised SHEET NO. 38.08
CANCELLING P.S.C. KY. No. _____
Original SHEET NO. 38.08

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Appendices:

The following appendices at the end of this rate schedule are an integral part of this schedule:

- Appendix A – Application/Request to Attach;
- Appendix B – Specifications for Attachments;
- Appendix C – Bill of Sale (template);
- Appendix D – Performance Bond;
- Appendix E – Fees and Charges; and
- Appendix F – Bill Format.

Additional Terms and Conditions:

Section 1 – Attachments to Poles –

At its own expense, Licensee shall erect, install, and maintain its Attachments in safe condition and good repair in accordance with all applicable administrative and technical requirements and specifications, as described herein. Licensee's use of the Poles shall at all times be in conformity with all applicable: (1) accepted published modern methods; (2) requirements and specifications of the NESC, NEC, OSH Act, and RUS; (3) lawful requirements of public authorities; and (4) the non-discriminatory, reasonable requirements of Big Rivers, including those set forth in Appendix B – Specifications for Attachments (as each may be amended from time to time). The requirements of the NESC, NEC, OSH Act, and RUS are minimum requirements and reasonable, additional requirements may be required, as determined by Big Rivers in its discretion. To the extent any requirements or specifications may conflict, the most stringent of them shall apply.

DATE OF ISSUE July 31, 2024
DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
Issued by Authority of the Commission
Pursuant to 807 KAR 5:015E



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27
First Revised SHEET NO. 38.09
CANCELLING P.S.C. KY. No. _____
Original SHEET NO. 38.09

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 1 – Attachments to Poles – (continued)

Big Rivers reserves the right to amend Appendix B – Specifications for Attachments from time to time, in response to changing conditions in the local market, technological advances, business requirements, policy initiatives, or changes in federal, state, or local law. Any amendment to the Appendix B – Specifications for Attachments ("Amendment") shall apply prospectively only, except to the extent required by federal, state, or local law. Existing, permitted Attachments that become non-compliant based upon an Amendment shall be grandfathered and exempted from the requirements of the Amendment unless otherwise specified or required by law, and only until such time as the Attachment is modified, moved, upgraded, repaired, replaced, or overlashed, at which point Licensee shall bring the Attachment into full compliance with the specifications of Appendix B – Specifications for Attachments then in effect.

Each Licensee shall place, Transfer and Rearrange its own Attachments, and shall place guys and anchors to maintain all loads caused by its Attachments. Any guying or anchoring required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the reasonable satisfaction of Big Rivers. Anchors and guys shall be in place and in effect prior to the installation of Attachments. Each applicant/Licensee shall, with due diligence, attempt at all times to execute work promptly and in such manner as not to interfere with the service of Big Rivers or an Outside Party.

Licensee shall exercise precautions to avoid damage to facilities of Big Rivers and Outside Parties, and Licensee assumes responsibility for any and all loss or damage caused by Licensee's actions or failures to act, including those of its employees, agents, contractors, and subcontractors. Licensee shall make an immediate report to Big Rivers upon Licensee's discovery of any loss or damage to facilities and, in addition to such other obligations as Licensee may have, hereby agrees to reimburse Big Rivers for the reasonable costs and expenses incurred by Big Rivers in addressing damage caused by Licensee.

DATE OF ISSUE July 31, 2024
DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
Issued by Authority of the Commission
Pursuant to 807 KAR 5:015E



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27
First Revised SHEET NO. 38.10
CANCELLING P.S.C. KY. No. _____
Original SHEET NO. 38.10

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 1 – Attachments to Poles – (continued)

To further the goals of communication and cooperation with Licensee and Outside Parties, the Big Rivers may conduct information meetings annually or more frequently as appropriate either online or in person. Licensee will make every effort to attend and participate.

Section 2 – Establishing Attachments to Poles –

Application

Before any person or entity shall make use of any Pole, such person or entity shall comply with the requirements set forth herein, including the submission in writing of the complete information required under Appendix A – Application / Request to Attach in the method and form reasonably required by Big Rivers along with a signed Certification Form (the "Application"), and receive written authorization from Big Rivers authorizing the specific use requested. Failure to request and receive Big Rivers' authorization as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Big Rivers. [T]

1. No application or payment is required for a Service Drop originating from a Pole and utilizing Communication Space already approved for use by a Licensee. Service Drops shall conform to Appendix B. The placement of one or more non-guyed Service Drops shall not create additional Communication Space.
2. A party, without following the procedures outlined herein, may utilize vertical unused space below its specifically-authorized space for terminals, risers or other reasonable vertical Attachments if the existing use of the Pole is authorized, such use does not interfere with any Outside Party's operations, and such use complies with the terms of this Schedule.

DATE OF ISSUE July 31, 2024
DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
Issued by Authority of the Commission
Pursuant to 807 KAR 5:015E



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27
First Revised SHEET NO. 38.11
CANCELLING P.S.C. KY. No. _____
Original SHEET NO. 38.11

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

3. If a person or entity expects to submit an Application (or series of Applications) seeking to attach to more than zero and seventy-five hundredths percent (0.75%) of Big Rivers' Poles in Kentucky (or to more than 500 Poles, whichever is less), then as soon as reasonably practicable (and in no event less than ninety (90) days before submission of such Application(s)), the person or entity shall provide written notification to Big Rivers describing the details of the expected Application, including location and number of Poles to be impacted, relevant timelines, expected Make-ready, and similar information. [T]
4. For attachments involving only Simple Make-ready, an applicant may elect to proceed with the one-touch Make-ready ("OTMR") process described in Section 2 – Establishing Attachments to Poles - Procedure (OTMR), below. An applicant shall elect the OTMR process in writing in its Application and shall identify the Simple Make-ready that it will perform. It is the responsibility of the applicant to ensure it or its contractor accurately determines if the relevant Make-ready is Simple Make-ready or Complex Make-ready. Applications not electing the OTMR process shall proceed and be processed pursuant to Section 2 – Establishing Attachments to Poles - Procedure, below. [T]

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/s/ Donald Gulley

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

Procedure

1. Review for Completeness:

- i. Big Rivers will review each Application for completeness before reviewing it on its merits. Big Rivers shall complete its review for completeness within ten (10) business days after receipt of an Application for five hundred (500) or fewer poles. Big Rivers shall have an additional one (1) business day to complete its review for completeness for each additional 500-Pole increment in an Application. An Application is considered complete only if it includes a signed Certification Form and provides Big Rivers the information necessary under this rate schedule and Appendix A – Application / Request to Attach (or under a Special Contract, if applicable) to make an informed decision on the Application. Big Rivers may bill applicant for all costs and expenses incurred for pole surveys arising from Application. Big Rivers may treat multiple requests from a single applicant as one request if the requests are submitted within the same calendar month. [N] ↓
- ii. An Application will be considered complete unless, within the time prescribed above after Big Rivers' receipt of same, Big Rivers notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding including citations to this Tariff and the Pole Attachment Regulation. [T] ↓
- iii. If an applicant submits an Application for review while a previous Application submitted by the same applicant is still under review, the applicant may prioritize the order in which Big Rivers reviews the Applications for completeness. Prioritizing a new Application resets the respective review time period of the applicant's deprioritized Applications under review by Big Rivers. [N] ↓

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

2. Survey:

- i. An applicant may submit a survey with an Application for five hundred (500) or fewer Poles, which Big Rivers shall accept if the applicant used an Approved Contractor for surveys listed on Big Rivers' website and the survey was conducted no more than thirty (30) days before submission of the Application. Big Rivers shall conduct surveys for all Applications exceeding five hundred (500) Poles. [N] ↓
- ii. Following its receipt of a complete Application, Big Rivers will conduct a survey of the relevant Poles to determine if the proposed attachment(s) may be made and to identify any Make-ready to be completed to allow for the proposed attachment(s), unless the applicant submitted a survey with the Application under subpart (i) above that meets all the requirements of this Tariff and the Pole Attachment Regulation. [T] ↓
- iii. Except as otherwise provided herein, the following timeframes apply:
 - a. With respect to Lesser Volume Orders, Big Rivers will complete the survey and review on the merits and either grant or deny the applicant access within forty-five (45) days of receipt of a complete Application.
 - b. With respect to High Volume Orders, Big Rivers will complete the survey and review on the merits and either grant or deny the applicant access within up to one hundred five (105) days of receipt of a complete Application to be calculated as follows: Big Rivers shall have an additional fifteen (15) days to complete the survey and review on the merits and grant or deny access for each 500-Pole increment over the first five hundred (500) Poles in an Application up to the lesser of three thousand (3000) Poles or three percent (3%) of Big Rivers' Poles in Kentucky.

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/s/ Donald Gulley

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- c. The parties shall negotiate in good faith a Special Contract for all requests for attachment which exceed the lesser of 3,000 Poles or three percent (3%) of Big Rivers' poles in Kentucky, unless Big Rivers owns or controls fewer than five hundred (500) Poles in Kentucky. [T]
 - iv. Each applicant shall be responsible for the costs of surveys made to review its Application, even if the Application is ultimately denied or the applicant decides not to go forward with the attachments.
 - v. Applicant and relevant Outside Parties may be present for any field inspection conducted as part of Big Rivers' survey. Big Rivers will use commercially reasonable efforts to provide these parties with advance notice of not less than five (5) business days of any field inspection and provide the date, time, and location of the inspection, and name of the contractor, if any, performing the inspection. Applicant and Outside Parties present for the field inspection shall be responsible for obtaining the right to enter any third party's property for purposes of the inspection.
3. Make-Ready Estimates:
- i. Within fourteen (14) days of providing a response granting access to an applicant following a survey, Big Rivers will provide the applicant a detailed, written estimate (on a pole-by-pole basis if requested and reasonably calculable) describing the charges to perform all necessary Make-ready ("Make-ready Estimate"). Big Rivers will provide documentation that is sufficient to determine the basis of its estimated charges, including any projected material, labor, and other related costs that form the basis of the estimate.

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/s/ Donald Gulley

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- ii. Big Rivers' Make-ready Estimates shall be valid for fourteen (14) days after presentation. Thereafter, all Make-ready Estimates shall be automatically withdrawn and an applicant must request a new estimate.
- iii. Upon acceptance of the Make-ready Estimate by Applicant, Big Rivers shall invoice applicant the Make-ready Estimate. Invoices for the Make-ready Estimates shall clearly identify the Application or project for which payment is requested. [N]
- iv. Invoices for Make-ready Estimates shall be payable in accordance with the payment terms in Appendix E of the Tariff. Payment for Make-ready Estimates shall clearly identify the Application or project for which payment is made. ↓

4. Make-ready:

- i. Within seven (7) days (or sooner, if practical) of Big Rivers' receipt of payment for survey costs and the Make-ready Estimate, Big Rivers will attempt to notify all known entities with existing attachments that could be affected by the Make-ready.
 - a. For Make-ready in the Communications Space, the notice will be written and:
 - (i.) State where and what Make-ready will be performed;
 - (ii.) State a date for completion of Make-ready (which date will be no more than forty-five (45) days after the notification is sent in the case of Lesser Volume Orders, or up to one hundred five (105) days after the notification is sent in the case of High Volume Orders); [T]
 - (iii.) State that any entity with an existing Attachment may modify the Attachment. Modification shall be consistent with the specified Make-ready before the date established for completion; [T]

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- (iii.) State that, if Make-ready is not completed by the completion date established by Big Rivers, the applicant may complete the Make-ready; *and*
 - (iv.) State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure
- b. For Make-ready above the Communications Space, the notice will be written and:
- (i.) State where and what Make-ready will be performed;
 - (ii.) State a date for completion of Make-ready (which date will be no more than ninety (90) days after the notification is sent in the case of Lesser Volume Orders, and no more than one-hundred thirty-five (135) days after the notification is sent in the case of High Volume Orders);
 - (iii.) State that any entity with an existing Attachment may modify the Attachment. Modification shall be consistent with the specified Make-ready before the date established for completion;
 - (iv.) State that Big Rivers may assert its right to up to fifteen (15) additional days to complete Make-ready, consistent with the Pole Attachment Regulation;
 - (v.) State that if Make-ready is not completed by the completion date established by Big Rivers, the applicant may complete the Make-ready; *and*
 - (vi.) State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- ii. Big Rivers will provide the applicant a copy of the notice(s) and the existing attachers' contact information and address where Big Rivers sent the notices. The applicant shall be responsible for coordinating with existing attachers to encourage completion of Make-ready by the dates established by Big Rivers.
- iii. Big Rivers will complete its own Make-ready consistent with the dates established in the relevant notice(s).

5. Final Invoice:

- i. Within a reasonable period, not to exceed one-hundred twenty (120) days after Big Rivers completes its Make-ready, Big Rivers shall provide:
 - a. A detailed, itemized final invoice of the actual survey charges incurred if the final survey costs for an Application differ from any estimate previously paid for the survey work or if no estimate was previously paid; *and*
 - b. A detailed, itemized final invoice, on a pole-by-pole basis if requested and reasonably calculable, of the actual Make-ready Costs to accommodate Attachments if the final Make-ready Costs differ from the estimate provided and previously paid by the applicant. [T]
 - c. Final invoices shall clearly identify the Application or project for which payment is requested. [N]
 - d. Payment for final invoices shall clearly identify the Application or project for which payment is made. ↓

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- ii. Upon receipt of payment for the final invoice, Big Rivers shall grant to the applicant authorization (“Permit”) to use the relevant Poles and to make Attachments in accordance with the terms of this rate schedule. The Licensee shall have 180 days from the date Big Rivers has issued a Permit to complete attachment of Licensee’s Attachment. If the Attachment has not been completed within the 180-day period, the Permit shall automatically terminate without further notice to Licensee as to any Pole or Poles covered by the Permit to which Licensee has not attached its Attachment. In the event that the Permit to attach is terminated as set forth herein, Licensee shall not be reimbursed any fees or charges associated with any surveys or Make-ready.

- iii. Licensee shall notify Big Rivers fifteen (15) business days following completion of all Attachments within an Application in accordance with the notice provision in the Tariff. The notice shall provide Big Rivers at least ninety (90) days from receipt in which to inspect the Attachment. Big Rivers shall have fourteen (14) days after completion of its inspection to notify the Licensee of any damage or code violations caused by the Attachment. If Big Rivers discovers damage or code violations caused by the Attachment, then Big Rivers will inform Licensee and provide adequate documentation of the damage or code violations. Big Rivers may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations or require Licensee to fix the damage or code violations at its expense within fourteen (14) days following notice from Big Rivers. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Big Rivers in connection with this activity. Nothing herein shall limit or impact Licensee’s obligations with respect to maintenance of Attachments beyond their initial Attachment, nor shall it limit or impact Big Rivers’ rights and remedies with respect to enforcement of Licensee’s obligations beyond initial Attachment. [T]
[T]
[T]

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/s/ Donald Gulley

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

6. Deviations from Make-ready Timeline:

- i. Big Rivers may deviate from the time limits specified in this rate schedule before offering an estimate of charges if the applicant failed to satisfy a condition in this rate schedule.
- ii. Big Rivers may deviate from the time limits established in this rate schedule during performance of Make-ready for good and sufficient cause that renders it infeasible for Big Rivers to complete make-ready within the time limits established. If Big Rivers deviates it will immediately notify, in writing, the applicant and affected Outside Parties and shall identify the affected Poles and include a detailed explanation of the reason for the deviation and a new completion date. Big Rivers shall deviate from the time limits established for a period no longer than necessary to complete and shall resume Make-ready without discrimination once it returns to routine operations.
- iii. Big Rivers or an Outside Party may deviate from the time limits established in this section during performance of complex Make-ready for reasons of safety or service interruption that renders it infeasible to complete complex Make-ready within the time limits established in this section. The applicant and other affected existing attachers shall be notified in writing of any such deviation, which notice shall identify the affected Poles, include a detailed explanation of the basis for the deviation, and include a new completion date, which new completion date shall not extend beyond sixty (60) days from the completion date provided in the case of Lesser Volume Orders or one-hundred and five (105) days in the case of High Volume Orders. No deviation will extend for a period for longer than necessary to complete Make-ready on the affected Poles.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

7. Self-Help Remedy:

- i. Should Big Rivers or an Outside Party decline or fail to complete its prescribed steps within the time limits established in this rate schedule, then an applicant may elect to hire an Approved Contractor to complete the step as specified in this subsection.
- ii. Big Rivers and any Outside Party may be present for any work conducted as part of the self-help remedy.
- iii. An applicant shall use commercially reasonable efforts to provide Big Rivers and Outside Parties with advance notice of not less than five (5) business days of a field inspection, or seven (7) days of impending Make-ready, as part of any self-help remedy it may conduct. The notice shall include the date and time of the work, a description of the work involved, and the name of the Approved Contractor being used by the applicant. [T]
- iv. Any self-help remedy shall be performed in compliance with the terms of this Tariff, the Pole Attachment Regulation, and Big Rivers' construction standards listed its website at www.bigrivers.com. [N] ↓
- v. Self-help shall not be available for pole replacements. Only Big Rivers or its designee may conduct pole replacements [T]

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

Procedure (OTMR)

1. Review for Completeness:

- i. Big Rivers will review each Application for completeness before reviewing it on its merits. An Application is considered complete only if it provides Big Rivers the information necessary under this rate schedule and Appendix A – Application / Request to Attach to make an informed decision on the application. Big Rivers may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.
- ii. An Application will be considered complete unless, within ten (10) business days after Big Rivers' receipt of same, Big Rivers notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

2. Survey:
 - i. An applicant shall be responsible for all surveys required as part of the OTMR process. An applicant shall use Big Rivers or an Approved Contractor to conduct any survey pursuant to the OTMR process.
 - ii. An applicant shall allow Big Rivers and any affected Outside Party to be present for any field inspection conducted as part of its survey.
 - iii. An applicant shall use commercially reasonable efforts to provide Big Rivers and affected Outside Parties with advance notice of not less than five (5) business days of a field inspection as part of any survey and shall provide the date, time, and location of the inspection, and name of the contractor performing the inspection.
3. Application Review on Merits:
 - i. Big Rivers will review a complete Application requesting OTMR and respond either granting or denying same within fifteen (15) days of receipt in the case of Lesser Volume Orders, within thirty (30) days of receipt in the case of High Volume Orders, or within a time negotiated in good faith for requests exceeding High Volume Orders.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- a. During the applicable timeframe for review following Big Rivers' receipt of a complete Application, Big Rivers or an Outside Party may object to the designation by the applicant that certain Make-ready is Simple Make-ready, as opposed to Complex Make-ready. Any objection shall be specific and in writing, include all relevant evidence and information supporting the objection, be made in good faith, and explain how the evidence and information relate to determination that the Make-ready is not simple; if such an objection is made, the Make-ready shall be deemed to be Complex Make-ready, and the applicant may not proceed with the affected proposed OTMR process
 - ii. If Big Rivers denies an Application on its merits, then Big Rivers' decision shall be specific, shall include all relevant evidence and information supporting its decision, and shall explain how the evidence and information relate to a denial of access
4. Make-ready:
- i. If an Application is approved by Big Rivers and if the applicant has provided to Big Rivers and relevant Outside Parties at least fifteen (15) days prior written notice of the necessary or appropriate Make-ready, the applicant may proceed with Make-ready. An applicant shall use Big Rivers or an Approved Contractor to perform the Make-ready.
 - ii. The prior written notice shall include the date and time of the Make-ready, a description of the work involved, and the name of the contractor or party being used, and provide Big Rivers and Outside Parties a reasonable opportunity to be present for any Make-ready.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- iii. An applicant/Licensee shall immediately notify Big Rivers and any affected Outside Party if Make-ready damages the equipment of Big Rivers or an Outside Party or causes an outage that is reasonably likely to interrupt the service of Big Rivers or an Outside Party.
 - iv. If an applicant/Licensee or Big Rivers determines that Make-ready classified as Simple Make-ready is in fact Complex Make-ready, then all Make-ready on the impacted Poles shall be halted and the determining party shall provide immediate notice to the other party of its determination and the impacted Poles. All remaining Make-ready on the impacted Poles shall then be governed by Section 2 – Establishing Attachments to Poles – Procedure, above, and Big Rivers shall provide the notices and estimates required as soon as reasonably practicable.
5. Post Make-ready Timeline:
- i. Licensee shall notify Big Rivers and affected Outside Parties within fifteen (15) days after completion of Make-ready pursuant to the OTMR process.
 - ii. Licensee shall notify Big Rivers within fifteen (15) days of completion of an Attachment to a particular Pole. The notice shall provide Big Rivers at least ninety (90) days from receipt in which to inspect the Attachment. Big Rivers shall have fourteen (14) days after completion of its inspection to notify the Licensee of any damage or code violations caused by the Attachment. If Big Rivers discovers damage or code violations caused by the Attachment, then Big Rivers will inform Licensee and provide adequate documentation of the damage or code violations. Big Rivers may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations or require Licensee to fix the damage or code

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

violations at its expense within fourteen (14) days following notice from Big Rivers. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Big Rivers in connection with this activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of Attachments beyond their initial attachment, nor shall it limit or impact Big Rivers' rights and remedies with respect to enforcement of those obligations beyond initial attachment.

Overlashing

- i. Any person or entity seeking to overlash existing facilities attached to Big Rivers' Poles shall provide advance written notice to Big Rivers describing the proposed activity along with submission of the complete information required under Appendix A – Application / Request to Attach, excluding a pole-loading analysis certified by a professional engineer licensed in the Commonwealth of Kentucky, in the method and form reasonably required by Big Rivers. The notice shall be provided to Big Rivers not less than thirty (30) days prior to the proposed activity. Failure 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 Big Rivers.
- ii. Following receipt of the notice described in the preceding subsection, Big Rivers may determine the proposed overlashing will create a capacity, safety, reliability, or engineering issue; in such an event, Big Rivers will provide specific documentation of the issue to the party seeking to overlash within the 30-day advance notice period. In such event, the party seeking to overlash must address any identified issues before proceeding, either by modifying its proposal or explaining why, in the party's view, a modification is unnecessary.

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First Revised SHEET NO. 38.26
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Original SHEET NO. 38.26

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- iii. Any party that engages in overlashing is responsible for its own costs, equipment and personnel, and it shall ensure that it complies with applicable safety, reliability, and engineering practices. If damage to Big Rivers property or other existing attachments results from overlashing, or if overlashing work causes safety or engineering standard violations, then the overlashing party shall be fully responsible at its expense for any necessary repairs.

- iv. An overlashing party shall notify Big Rivers within fifteen (15) days of completion of the overlash on a particular pole. The notice shall provide Big Rivers at least ninety (90) days from receipt in which to inspect the overlash. Big Rivers shall have fourteen (14) days after completion of its inspection to notify the overlashing party of any damage or code violations caused by the overlash. If Big Rivers discovers damage or code violations caused by the overlash on equipment belonging to Big Rivers, then Big Rivers will inform the overlashing party and provide adequate documentation of the damage or code violations. Big Rivers may either complete any necessary remedial work and bill the overlashing party for the reasonable costs related to fixing the damage or code violations or require the overlashing party to fix the damage or code violations at its expense within fourteen (14) days following notice from Big Rivers. Overlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Big Rivers in connection with overlashing activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of overlashed facilities beyond their initial attachment, nor shall it limit or impact Big Rivers' rights and remedies with respect to enforcement of those obligations beyond initial attachment.

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/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
Issued by Authority of the Commission
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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 3 – Right of Way for Licensee's Attachments –

Big Rivers does not warrant or assure to Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and Big Rivers has no obligation to secure any right-of-way, easement, license, franchise, or permit required for the installation or maintenance of Licensee's Attachments. If the Licensee shall at any time be prevented from placing or maintaining its Attachments on Big Rivers' Poles, no liability on account thereof shall attach to Big Rivers. If requested by Big Rivers, Licensee shall submit satisfactory evidence of its rights to place its attachments upon a property. Licensee shall indemnify, defend, and hold harmless Big Rivers from any and all claims, damages, or other losses arising out of Licensee's failure to obtain a necessary right-of-way, easement, license, franchise, or permit. If at any time after Licensee has attached its Attachment to Big Rivers' Poles, Big Rivers is informed or has reason to believe that such Attachment is not authorized by any governmental authority or private property owner, then Licensee shall remove its Attachment from any of Big Rivers' Poles immediately after receiving notice from Big Rivers of such circumstance and the Permit covering such Poles shall automatically terminate, provided, however, if Licensee is in the process of disputing such lack of authority, and has received permission to remain on the Pole pending the outcome of the dispute, Licensee may maintain its Attachment if it provides proof of the permission and indemnifies Big Rivers with respect to any losses incurred related to the Attachment.

Right-of-way clearing necessary for the operation of the Big Rivers' transmission system shall be performed by Big Rivers as it determines in the exercise of its sole judgment and discretion. Any right-of-way clearing necessary or requested for the installation or maintenance of Licensee's Attachment(s) will be the financial and operational responsibility solely of the Licensee, and Licensee must obtain Big Rivers' permission prior to conducting any such clearing activity near Big Rivers' Poles or other facilities. In the event that right-of-way work is required due to a fallen tree or similar situation whereby the condition of Licensee's cable and/or facilities are creating undue strain on the facilities of Big Rivers or an Outside Party, Licensee agrees to remedy the situation as soon as possible at its own expense. If Licensee is not willing or able to remedy the situation within

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 3 – Right of Way for Licensee's Attachments –(continued)

a timeframe suitable to Big Rivers, as determined in its sole discretion, Big Rivers may perform the necessary clearing and invoice the Licensee for the costs and expenses associated therewith.

Section 4 – Maintenance of Poles and Attachments; Contractors –

Licensee shall, at all times and at its sole expense, make and maintain all of its Attachments in accordance with the specifications mentioned in Section 1 – Attachments to Poles and shall keep them in safe condition and in thorough repair. Any guying or anchoring required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the reasonable satisfaction of Big Rivers.

Licensee shall require all of its employees, agents, contractors, and subcontractors that install, transfer, remove, relocate, maintain or otherwise work on or near the Attachments to be appropriately qualified and trained to work on and in the vicinity of an electric transmission system, including but not limited to the Poles.

Contractors (Complex)

Big Rivers shall make available and keep up-to-date a list of contractors Big Rivers has authorized to perform self-help surveys and Complex Make-ready. In accordance with the Pole Attachment Regulation, Licensee must use Big Rivers or a contractor from Big Rivers' list to perform self-help work that is Complex or above the Communications Space. A Licensee may request (and Big Rivers may not unreasonably deny) the addition to the list of any contractor that meets the following minimum qualifications:

- i. The contractor has agreed to follow published safety and operational guidelines of Big Rivers;

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 4 – Maintenance of Poles and Attachments; Contractors – (continued)

- ii. The contractor has acknowledged that it knows how to read and follow licensed-engineered pole designs for Make-ready;
- iii. The contractor has agreed to follow all local, state, and federal laws and regulations including the rules regarding Qualified and Competent Persons under the requirements of the OSHA rules;
- iv. The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by Big Rivers, as made available; *and*
- v. The contractor is adequately insured or has established an adequate performance bond for the Make-ready the contractor will perform, including work the contractor will perform on facilities owned by Outside Parties.

Contractors (Simple)

Big Rivers may keep up-to-date a list of contractors the utility authorizes to perform surveys and Simple Make-ready. If Big Rivers provides this list, then Licensee shall choose Big Rivers or a contractor from the list to perform the relevant work. A Licensee may request the addition to the list of any contractor that meets the minimum qualifications in the preceding section.

- i. If Big Rivers does not provide a list of Approved Contractors for surveys or Simple Make-ready or no Approved Contractor is available within a reasonable time period, then the Licensee may choose its own qualified contractor. The applicant's chosen contractor shall meet the minimum requirements delineated in Section 4 – Maintenance of Poles and Attachments; Contractors – Contractors (Complex) above, as certified by the applicant consistent with the Pole Attachment Regulation.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 4 – Maintenance of Poles and Attachments; Contractors – (continued)

- a. Big Rivers may disqualify any contractor chosen by an applicant that is not on the Big Rivers' list, but a disqualification shall be based on reasonable safety or reliability concerns related to the contractor's failure to meet any of the minimum qualifications established above or to meet Big Rivers' publicly available and commercially reasonable safety or reliability standards. Big Rivers will provide notice of its objection to the contractor consistent with the Pole Attachment Regulation.

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) as if each such agent, contractor and subcontractor were the Licensee for purposes of this rate schedule. Licensee shall ensure that Big Rivers is an intended third party beneficiary of such requirements with enforceable rights against each such agent, contractor and subcontractor and that such rights are enforceable against each such agent, contractor and subcontractor in the same manner and to the same extent as Big Rivers has such rights against Licensee under this rate schedule. Licensee shall indemnify Big Rivers for all liabilities, claims, demands and costs (including, without limitation, any legal fees and/or costs) arising from its failure to comply with the requirements of this provision.

Section 5 – Inventory (Audit) And Inspections –

Actual Inventory

Big Rivers reserves the right to conduct an Actual Inventory of Attachments (sometimes referred to as a Pole Attachment Audit or Pole Audit) no more frequently than once every five (5) years, unless Big Rivers is required by law, regulation, or regulatory authority to perform a

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 5 – Inventory (Audit) And Inspections – (continued)

Pole Audit more frequently; provided, however, the inventory may be done on a rolling basis on subsets of Poles, such that each subset is inventoried no more than once every five (5) years, unless Big Rivers is required by law, regulation, or regulatory authority to perform a Pole Audit more frequently. Licensee and all Outside Parties shall cooperate and participate in the Actual Inventory, Licensee and all Outside Parties shall reimburse Big Rivers for their respective pro-rata shares of the total cost of the Actual Inventory, based on the number of each attaching entity's total attachments on Poles, as determined by the Actual Inventory. For the purpose of such Actual Inventory, any pole used by the Licensee for the purpose of attaching wires or cables thereto shall be considered a Pole. Each Outside Party shall pay a prorated share of the cost of performing the Actual Inventory, based on the number of poles to which each Licensee has Attachments on Big Rivers' Poles.

Licensee-Specific Inspection

If Big Rivers has reasonable suspicion of a significant number of violations with respect to a particular Licensee, Big Rivers may perform an inspection specific to Licensee's Attachments. In the event such inspection finds a Discrepancy Rate higher than five percent (5%),^a Licensee shall reimburse Big Rivers for all costs and expenses associated with the inspection. Big Rivers shall provide notice of the safety inspection to the Licensee, which shall describe the scope of the inspection and provide Licensee with notice of the anticipated date of the inspection.

^a Discrepancy Rate =
$$\frac{\text{Number of Unauthorized or Non-Compliance Licensee Attachments}}{\text{Total Number of Licensee Attachments}}$$

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 5 – Inventory (Audit) And Inspections – (continued)

Corrections

If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this rate schedule, Licensee shall, upon notice by Big Rivers, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Big Rivers may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Big Rivers' sole judgment and discretion, safety considerations require Licensee to take corrective action within such shorter period. Further, in the event the parties agree, such agreement not to be unreasonably withheld, that such nonconformance is of a nature that it cannot be reasonably corrected within thirty (30) days, the parties shall mutually agree on an additional time period in which Licensee shall complete the required corrections. Should Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, Big Rivers may elect to do such work itself, and Licensee shall reimburse Big Rivers for all actual costs and expenses incurred in connection therewith. Big Rivers shall not be liable for any loss or damage to Licensee's facilities which may result to any facilities or property, except to the extent of Big Rivers' gross negligence or misconduct. Failure by Big Rivers to inspect Licensee's conformance to the technical requirements and specifications listed in Section 1 – Attachments to Poles or to take action on its own to bring such Attachments into compliance shall not cause Big Rivers to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder. In all circumstances, all of the parties on a Pole shall work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of a Pole and all Transfers or other work incident thereto. Licensee shall ensure that its employees, agents, or contractors, which Licensee causes to work on or around Poles, will be notified of pending, unresolved issues requiring corrective actions, prior to activities on such poles, and

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 5 – Inventory (Audit) And Inspections – (continued)

Licensee shall not allow unqualified or improperly equipped personnel to work on poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the Pole.

Penalties

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 (90th) day thereafter until Licensee addresses the violation(s) to Big Rivers' reasonable satisfaction. The foregoing notwithstanding, in no event may Big Rivers impose a penalty unless the Licensee fails to correct a violation within thirty (30) days of notification of nonconformance from Big Rivers.

Safety Violations

For avoidance of doubt, Licensee shall be required to correct any safety violations as provided herein whether or not such are observed or noticed.

Section 6 – Division of Costs –

Division of Costs for Poles

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 by Big Rivers consistent with the Pole Attachment Regulation.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 6 – Division of Costs – (continued)

Where an existing pole is replaced for maintenance purposes, Big Rivers shall erect a pole adequate for the existing Attachments and additional Attachments for which Applications have been delivered, unless such Application is denied in accordance herewith, and Big Rivers will pay all the costs of installing the replacement pole. The Licensee will pay to replace its existing Attachments. The replaced pole shall be removed and shall remain the property of Big Rivers.

Any payments for poles made by the Licensee under any provisions of this Section 6 shall not entitle the Licensee to the ownership of any part of the poles or Big Rivers' real property rights, easements, or rights-of-way for which Licensee has contributed in whole or in part.

Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

In the event Big Rivers installs a pole larger than is initially required for Big Rivers' and Licensee's use in anticipation of Big Rivers' future requirements or additions, the additional space provided by Big Rivers shall be reserved for Big Rivers' sole use. Licensee may request documentation to validate the need for future space.

If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.

Except as otherwise provided, Big Rivers shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an Appendix A – Application / Request to Attach is not required.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 6 – Division of Costs – (continued)

Division of Costs for Violations

If any Attachment is found to be in violation of the terms of this rate schedule, Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole(s) and all Transfers or other work incident thereto.

If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this Agreement, Licensee shall, upon notice by Big Rivers, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Big Rivers may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Big Rivers' sole judgment and discretion, safety considerations require Licensee to take corrective action within such shorter period. Further, in the event the parties agree, such agreement not to be unreasonably withheld, that such nonconformance is of a nature that it cannot be reasonably corrected within thirty (30) days, the parties shall mutually agree on an additional time period in which Licensee shall complete the required corrections.

Should Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, Big Rivers may elect to do such work itself, and Licensee shall reimburse Big Rivers for all actual costs and expenses incurred in connection therewith. Big Rivers shall not be liable for any loss or damage to Licensee's facilities which may result, except to the extent of Big Rivers' gross negligence or misconduct on any third-party's facilities or property.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 6 – Division of Costs – (continued)

Failure by Big Rivers to inspect Licensee's conformance to the technical requirements and specifications listed in Section 1 – Attachments to Poles or to take action on its own to bring such Attachments into compliance shall not cause Big Rivers to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder. Licensee will not be responsible for the costs associated with violations caused by Big Rivers or Outside Parties.

In all circumstances, all of the parties on the pole will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of the pole and all Transfers or other work incident thereto. Licensee shall ensure that its employees, agents, or contractors, which Licensee causes to work on or around Poles, will be notified of pending, unresolved issues requiring corrective actions, prior to activities on such Poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on Poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the Pole.

If one or more Outside Party Licensee(s) caused the violation, then such Outside Party Licensee(s) will pay the corrective costs incurred by all who have Attachments on the pole, including for the Licensee, Big Rivers and any other Licensees; and Big Rivers will make reasonable effort to cause the Outside Party to make such payment.

If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.

Big Rivers shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an Appendix A – Application / Request to Attach is not required.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 7 – Unauthorized Attachments –

If any Attachment is made without complying with this rate schedule and is identified by Big Rivers or self-reported by the Licensee ("Unauthorized Attachment"), then, without prejudice to its other rights or remedies under this rate schedule or at law, Big Rivers shall require Licensee to submit a notification within fifteen (15) business days to verify or deny the Unauthorized Attachment. Within sixty (60) days of the Licensee's verification, the Licensee shall submit an Appendix A – Application / Request to Attach, along with supporting engineering design data for each Unauthorized Attachment. If, upon review of Appendix A – Application / Request to Attach:

- i. an Unauthorized Attachment exists with no violations, then the Licensee shall pay to Big Rivers a one-time fee of five (5) times the current annual rental fee found in Appendix E – Fees and Charges and the Licensee will be granted a Permit for the Attachment.
- ii. an Unauthorized Attachments exist with violations, then the Licensee shall correct all violations within ninety (90) days or by a mutually agreed upon time. All Make-Ready Costs being borne by the Licensee. Once all corrections are made, the Licensee shall pay to Big Rivers a one-time fee of five (5) times the current annual rental fee found in Appendix E – Fees and Charges and the Licensee will be granted a Permit for the Attachment.

If Licensee has failed to provide Appendix A – Application / Request to Attach, as appropriate, or has not removed such Unauthorized Attachments within the 90-day timeframe, then Big Rivers may remove such Attachments at the Licensee's expense and with no liability to Big Rivers, in which event the Licensee shall reimburse Big Rivers upon demand for the cost incurred in making such removal and shall indemnify and hold Big Rivers harmless from and against all loss, liability, or expense (including but not limited to claims of third parties) resulting from the removal of such Unauthorized Attachment, except in cases of gross negligence or intentional misconduct. Nothing herein shall relieve Licensee of its obligation to maintain Attachments at all times in conformity with Big Rivers' Specifications.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 8 – Abandonment of Poles, Transfer of Attachments –

If Big Rivers desires at any time to abandon any Pole or to direct Licensee to Transfer one or more Attachments for any reason, Big Rivers will, except as otherwise provided, give the Licensee notice to that effect at least sixty (60) days prior to the date on which the Transfer shall be completed. If, at the expiration of said time period, Licensee has not removed its Attachments or pursued a deviation from the relevant time period consistent with the Pole Attachment Regulation, Big Rivers may:

- i. Transfer the Attachment(s) at Licensee's expense (in which case Big Rivers expressly disclaims and shall have no responsibility or liability related thereto, except in the case of Big Rivers' gross negligence or willful misconduct); *and/or*
- ii. Transfer the relevant Pole such that it becomes the property of the Licensee, as is, and the Licensee shall save, defend and hold harmless Big Rivers 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 Big Rivers the then depreciated value in place of the Pole to Big Rivers. Big Rivers may further evidence transfer of title to the pole by completing Appendix C – Bill of Sale. Credit shall be allowed for any payments which the Licensee may have made under the provisions of Section 5 – Inventory (Audit) And Inspections, when the Pole was originally set, provided the Licensee furnishes proof of such payment. However, if Big Rivers is putting its facilities underground, the Pole will not be sold to the Licensee, and the Licensee shall comply with the undergrounding of the facilities or remove its facilities.

If, for safety or reliability purposes, it is necessary for Big Rivers to Transfer, Rearrange, remove, manipulate, or otherwise impact a Licensee's attachment on an expedited basis, Big Rivers may not provide Licensee with notice of its actions but may recover from Licensee the costs reasonably incurred by Big Rivers in performing such work.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 8 – Abandonment of Poles, Transfer of Attachments – (continued)

Licensee shall comply with reasonable and nondiscriminatory requirements that prohibit installation of structures on or above ground in an area designated solely for underground or buried cable and utility facilities.

Section 9 – Adjustment Payments –

For a year in which there is no Actual Inventory, the number of Poles used in calculating a charge under this rate schedule shall be adjusted based on the applications received since the last Actual Inventories and any identified Unauthorized Attachments.

For a year for which there is an Actual Inventory, the following adjustment shall be made to the number of Poles for purposes of calculating a charge under this rate schedule: The difference between the number of Poles found by the Actual Inventory for the year in question and the number of Poles currently being billed shall be prorated evenly based on the assumption that such Poles were added evenly over the years between the Actual Inventories in order to calculate, on the basis of such proration, a prorated number of poles for each year between the year of the previous Actual Inventory and the year of the present Actual Inventory.

If the adjustment so calculated pursuant to this section results in a payment that is greater than the payment that was actually made for a billing period, the difference shall constitute an additional amount owed by the Licensee to Big Rivers; if less, the difference shall constitute an amount owed by Big Rivers or a credit to the Licensee.

DATE OF ISSUE July 31, 2024
DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
Issued by Authority of the Commission
Pursuant to 807 KAR 5:015E



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27
First Revised SHEET NO. 38.40
CANCELLING P.S.C. KY. No. _____
Original SHEET NO. 38.40

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 10 – Rights of Other Parties, Licensee –

If Big Rivers, prior to affording a Licensee any rights pursuant to this rate schedule, conferred upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its Poles covered by this rate schedule, nothing herein contained shall be construed as affecting said rights or privileges with respect to attachments of such Outside Parties. Big Rivers shall have the right to continue and extend such rights and privileges to such Outside Parties and to others, as the Attachment privileges herein granted are non-exclusive.

No use, however extended, of Big Rivers' Poles and other facilities shall create or vest in Licensee any ownership or property rights in said Poles and other facilities except as specifically set forth herein. Big Rivers may maintain its Poles and facilities as it sees fit in light of its own service requirements, and Licensee's rights in Big Rivers' facilities shall be and remain a mere Permit for as long as authorized under the terms and conditions of this rate schedule.

Section 11 – Waiver of Terms or Conditions –

The failure or decision of Big Rivers to enforce or insist upon compliance with any of the terms or conditions of this rate schedule 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.

Section 12 – Payment of Taxes –

Each party shall pay all taxes and assessments lawfully levied on its own property and services, but any tax, fee, or charge levied on Big Rivers' Poles solely because of their use by the Licensee shall be paid by the Licensee.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 13 – Designated Contact Person(s), Notices –

Licensee shall establish and maintain a designated contact person(s) ("Designated Contact Person(s)") for ordinary maintenance requests, relocation requests, and notices from Big Rivers who shall be reasonably available during normal business hours. Licensee shall also establish and maintain a Designated Contact Person(s) for emergency maintenance and relocation requests who shall be reasonably available 24 hours per day, 7 days a week. Licensee shall provide Big Rivers with written contact information for each Designated Contact Person and ensure such written contact information remains current by providing Big Rivers appropriate written notice of any change. Each Designated Contact Person shall be capable of providing (or acquiring) substantive, timely responses to Big Rivers' inquiries or issues.

Unless otherwise specifically provided herein, all notices, requests, consents, demands, designations, approvals or statements required to be made under this rate schedule shall be in writing and shall be delivered via personal delivery, generally recognized overnight delivery service, certified U.S. mail return receipt requested, facsimile, electronic mail, or designated electronic platform. Notices to Licensee shall be sent to its Designated Contact Person(s) for notices.

Licensee agrees to join, utilize or acquire any notification or similar system or platform identified and utilized by Big Rivers to facilitate communication and the delivery of required notices and efforts related to this rate schedule, including but not limited to, any notices relating to new Attachments, Transfers, relocation, abandonment or maintenance work. Notices sent through Big Rivers' system or platform shall be satisfactory notice under this rate schedule.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 14 – Remedies –

Licensee may at any time terminate any right to attach an Attachment to any Pole by removing its Attachment from such pole and notifying Big Rivers of such removal. Such notice shall fully identify, by pole number and location, the Pole(s) from which such Attachments are being removed; absent such notice, Licensee shall continue to be responsible for rental payments. The Permit covering such Pole shall terminate upon receipt of such notice by Big Rivers. No refund of any pole rental rate or other charge will be due on account of such removal. Big Rivers may, in addition to seeking any other remedy available to it, suspend Licensee's rights under this rate schedule (including access to Big Rivers' Poles) or terminate the Contract or any Permit issued under this rate schedule if Licensee fails to comply with any of the provisions of this rate schedule and fails within thirty (30) days (or such longer, mutually-agreeable period if a thirty (30) day cure period is not reasonably possible) after written notice from Big Rivers to correct such noncompliance. In the event a governmental entity at any time requires Big Rivers to remove one or more of its Poles, any Permit issued to Licensee for such Pole(s) shall automatically terminate, in which event Big Rivers shall refund to Licensee any unearned rental payments made pursuant to this rate schedule. Except as otherwise provided in this rate schedule, the Licensee shall have sixty (60) days within which to remove its Attachments from Big Rivers' Pole(s) upon termination of a Permit issued under this rate schedule. If the Licensee fails to remove its Attachments from Big Rivers' Pole(s), Big Rivers shall have the right (but not the obligation) to remove the Licensee's Attachments, without notice or liability of any kind to the Licensee, in which event the Licensee shall reimburse Big Rivers upon demand for the cost Big Rivers incurred in making such removal. Attachments of Licensee which remain after the sixty (60) day period following termination may also be assessed pole rental rates at the rates applicable to Unauthorized Attachments, until such time as such Attachments are removed and notice given thereof. The Licensee shall indemnify and hold Big Rivers harmless from and against all loss, liability, or expense resulting such removal, including but not limited to claims of third parties.

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First Revised SHEET NO. 38.43

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.43

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 15 – Representations and Warranties –

In order to obtain service under this rate schedule, Licensee shall:

- i. be a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed;
- ii. enjoy full authority to enter into and perform its obligations pursuant to this rate schedule, recognizing it is a party bound by this rate schedule, which is fully enforceable in accordance with its terms; *and*
- iii. confirm its execution and delivery of its obligations under this rate schedule will not conflict with or violate or constitute a breach or default under its formation documents and will not violate any law, rule or regulation applicable to it.

Licensee shall comply with all federal, state, and local rules and ordinances. Licensee shall comply with all technical requirements and specifications applicable to Licensee's affixation of Attachments to Big Rivers' Poles as authorized herein. Licensee shall comply with Big Rivers' practices and rules including requirements for installing, transferring, relocating, removing or maintaining Attachments. Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee's Attachments, and Licensee shall take all steps necessary to avoid any interference with Big Rivers' safe and efficient operation of its electric transmission system, including but not limited to its Poles, and the rights of Outside Parties.

THERE ARE NO WARRANTIES UNDER THIS RATE SCHEDULE EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH HEREIN. THE PARTIES SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BIG RIVERS SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF BIG RIVERS' POLES AND RELATED PROPERTY AND FACILITIES.

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Original SHEET NO. 38.44

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 16 – Indemnifications and Limitations on Liability –

Licensee agrees to indemnify, defend and hold harmless Big Rivers, its affiliates, directors, officers, Member–Owners, representatives, agents, contractors, subcontractors, and employees (collectively "Indemnified Persons") from and against any and all claims, liabilities, losses, damages, costs, discovery requests, demands, judgments, actions, causes of action, disbursements and expenses in connection therewith (including, without limitation, the reimbursement of all such costs, fees, expenses and disbursements, including reasonable attorneys' fees, as and when incurred, of investigating, preparing for, responding to or defending against any action, suit, proceeding, investigation, subpoena or other inquiry (whether or not Big Rivers is a party to the proceedings or litigation at issue) in connection with actual or threatened actions) ("Losses") relating to or arising out of Licensee's activities under this rate schedule, its presence on or near Big Rivers' property, or any action or inaction by Licensee, its employees, agents, contractors, subcontractors, or representatives related to the construction, installation, operation, maintenance, presence, replacement, upgrade, use, replacement, abandonment or removal of any attachment. Licensee's liability for Losses shall include, but not be limited to, claims alleging damage to or loss of property; injury to or death of persons (including payments made under any workers' compensation law or under any plan for employees' disability and death benefits); power or communications outage, interruption or degradation; environmental damage; and violations of law, regulations, orders, or other applicable rules or requirements; provided, however that 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.

The obligations of this Section 16 shall survive the conclusion of the parties' relationship under this rate schedule, shall be enforced to the fullest extent permitted by applicable law and the obligations of this Section 16 shall be construed liberally in favor of indemnification of Big Rivers and the other Indemnified Persons.

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For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

First Revised SHEET NO. 38.45

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.45

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 16 – Indemnifications and Limitations on Liability – (continued)

The indemnification obligations of Licensee under this Section 16 and under other provisions of this rate schedule are cumulative and not exclusive. An Indemnified Person's request for indemnification under one or more sections shall not preclude or in any way waive or limit its ability to seek indemnification under other provisions of this rate schedule.

Big Rivers shall not be liable to Licensee for any property damage, injury or death to persons (including payments made under any Worker's Compensation Law or under any plan for employee disability and death benefits), interruption to service of Licensee, or for interference (however caused) with the operation of the cables, wires, appliances and facilities of Licensee, arising in any manner out of the use of Big Rivers' Poles and other facilities hereunder, including any effects undesirable to Licensee which the presence, breakdown, operation, maintenance, alterations of, or additions to, the lines and other facilities of Big Rivers or Outside Parties may have upon the Attachments or the service or equipment of Licensee, except to the extent attributable to the gross negligence or willful misconduct on the part of Big Rivers or its agents.

Licensee expressly assumes responsibility for determining the condition of all Poles and equipment to be accessed or otherwise worked on or near by its employees, agents, contractors, subcontractors or invitees, and to the fullest extent permitted by law, assumes all risks (except for risks arising from Big Rivers' gross negligence or misconduct) related to the construction, operation and maintenance of Licensee's Attachments on or about Big Rivers' poles.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ELSEWHERE IN THIS SCHEDULE, IN NO EVENT WILL BIG RIVERS OR ANY OF ITS AFFILIATES, DIRECTORS, OFFICERS, MEMBER-OWNERS, REPRESENTATIVES, AGENTS, CONTRACTORS, SUBCONTRACTORS, OR EMPLOYEES OR RELATED PARTIES BE LIABLE TO LICENSEE OR ANY OF ITS REPRESENTATIVES OR RELATED PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF

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For All Territory Served By
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P.S.C. KY. No. 27

First Revised SHEET NO. 38.46

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.46

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 16 – Indemnifications and Limitations on Liability – (continued)

SERVICES, LOSS OF CUSTOMERS OR CLIENTS, LOSS OF GOODWILL OR LOSS OF PROFITS RELATING TO OR ARISING IN ANY MANNER FROM OR IN CONNECTION WITH THIS SCHEDULE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER, REGARD-LESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR EXPECTED AND REGARDLESS OF THE THEORY UNDER WHICH THE DAMAGES ARE CLAIMED (WHETHER EQUITABLE, LEGAL, IN CONTRACT, TORT, OR OTHERWISE).

Section 17 – Construction –

The headings in this rate schedule are for purposes of reference only and shall not be construed to limit or enlarge the substantive terms hereof.

Section 18 – Assignment of Rights –

Licensee shall not assign or otherwise dispose of any of its rights or interests hereunder, or the Attachments or rights-of-way covered by this rate schedule, to any firm, corporation or individual, without the written consent of Big Rivers, which consent shall not be unreasonably withheld

Section 19 – Insurance –

Policies Required

At all times, Licensee shall keep in force and effect all insurance policies as described below. Licensee shall ensure Big Rivers is informed, no less than thirty (30) days in advance, of the

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/s/ Donald Gulley

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President and Chief Executive Officer
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For All Territory Served By
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First Revised SHEET NO. 38.47

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.47

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 19 – Insurance – (continued)

cancellation or termination of any policy hereunder. Licensee shall name Big Rivers as an additional insured on all such policies, except workers compensation.

- i. Workers Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Kentucky law at the time of the application of this provision for each accident. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.
- ii. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits of liability not less than \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury aggregate, and \$1,000,000 each occurrence.
- iii. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.
- iv. Umbrella Liability Insurance. Coverage is to be in excess of the sum of the employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$10,000,000 each occurrence, \$10,000,000 aggregate.

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For All Territory Served By
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CANCELLING P.S.C. KY. No. _____
Original SHEET NO. 38.48

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 19 – Insurance – (continued)

- i. Property Insurance. Licensee will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and structures, fencing, or support systems that may be placed on, within, or around facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as extended coverage insurance or self-insure for such exposures.

- ii. Performance Bond. Prior to making any Attachments under this rate schedule, Licensee shall provide to Big Rivers a performance bond in an amount corresponding with the requirements of Appendix D – Performance Bond. The bond shall be executed with a proper surety through a company licensed and qualified to operate in the Commonwealth of Kentucky and listed with the United States Department of the Treasury as published in the Federal Register. In addition, the bond shall not be for an amount greater than the surety's approved limit as referenced in the current Federal Register and shall be accompanied by a certified power-of-attorney document, all still subject to the final approval of Big Rivers. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this rate schedule and for the payment by the Licensee of any damages, claims, liens, taxes, liquidated damages, penalties, or fees due to Big Rivers which arise by reason of the construction, installation, operation, maintenance, transfer, relocation, or removal of Licensee's Attachments or other facilities on or about Big Rivers' Poles. This shall include claims for damages to Big Rivers' facilities caused by Licensee, or its contractors and agents. Big Rivers shall have the right to draw funds from the bond to recover damages to Big Rivers' facilities caused by Licensee, its contractors, or agents. Provision shall be made to permit Big Rivers to draw against the bond. Licensee shall not use such bond for other purposes and shall not assign, pledge or otherwise use the bond as security for any other purpose.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 19 – Insurance – (continued)

Qualification; Priority; Contractors' Coverage

The insurer must be authorized to do business under the laws of the Commonwealth of Kentucky and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Licensee is required to obtain under this Section 19 with the same limits.

Certificate of Insurance; Other Requirements

Prior to making any Attachments under this rate schedule and prior to each insurance policy expiration date during the term of this rate schedule, the Licensee will furnish Big Rivers with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this rate schedule and property insurance waivers of subrogation required by this rate schedule. Big Rivers shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this rate schedule. Big Rivers, its board members, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by Big Rivers. Licensee shall defend, indemnify and hold harmless Big Rivers and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Section 19. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Big Rivers upon request.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 19 – Insurance – (continued)

Limits

The limits of liability set out in this Section 19 may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Big Rivers' or Licensee's exposure to risk.

Prohibited Exclusions

No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that:

- i. exclude coverage of liability assumed by this rate schedule with Big Rivers except as to infringement of patents or copyrights or for libel and slander in program material;
- ii. exclude coverage of liability arising from excavating, collapse, or underground work;
- iii. exclude coverage for injuries to Big Rivers' employees or agents; *or*
- iv. exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents.

This list of prohibited provisions shall not be interpreted as exclusive.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 19 – Insurance – (continued)

Deductible/Self-insurance Retention Amounts

Licensee may meet all or a portion of the insurance requirements of this Section 19 by self-insurance. To the extent the Licensee self-insures, the Licensee is not required to name Additional Insureds as required by this Section 19. The Licensee must provide to Big Rivers such evidence as required by Big Rivers demonstrating, to Big Rivers' satisfaction, the Licensee's financial ability to meet the requirements of this Section 19 requiring insurance coverage by self-insurance. In the event the Licensee fails to meet the Licensee's insurance requirements to Big Rivers' satisfaction, Licensee shall provide the insurance coverage and the additional insured endorsements in accordance with this Section 19.

Additional Insurance

Big Rivers shall have the right at any time to require public liability insurance and property damage liability insurance in greater amounts than those required in this Section 19. In any such event, the additional premium or premiums payable solely as the result of such additional insurance coverage shall be payable by Big Rivers within thirty (30) days of the Licensee providing proof of such additional premium to Big Rivers and requesting payment therefor.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Section 19 – Insurance – (continued)

Section 20 – Force Majeure –

Except as may be expressly provided otherwise, either Big Rivers or Licensee shall be excused from performance of an obligation hereunder if and to the extent its performance is prevented by Force Majeure, provided that the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure. "Force Majeure" shall mean causes beyond a party's reasonable and actual control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrences; (b) national or state emergencies, insurrections, epidemics, pandemics, riots, acts of terrorism, or wars; or (c) strikes, lockouts, work stoppage, or other labor difficulties. To the extent practicable, the parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as any force majeure event causing a failure or delay has ceased. Each party shall promptly notify the other party of any delay in performance under this section and its impact on performance required under this rate schedule.

Section 21 – Severability –

The provisions (or parts thereof) of this rate schedule shall be severable. In the event that any provision (or part thereof) of this rate schedule is determined to be illegal, invalid, or otherwise unenforceable, then such illegality, invalidity or unenforceability shall not affect or impair the remainder of this rate schedule.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix A – Request to Attach / Modify Attachments to Poles

Licensee Job # _____ (to be completed by Licensee)	
Big Rivers Work Order # _____ (to be completed by Big Rivers)	
SECTION 1 - REQUEST FOR APPROVAL TO PLACE ATTACHMENTS ON A POLE (to be completed by Licensee)	
Company	
Project	Poles with Attachments (specify quantity)
Request Date	Added
Name	Removed
Title	Overlashed
Phone	Modified
Email	Estimated Construction Dates
Signature:	Start
	Completion
	Fees Submitted: Application
	Other
One Touch Make-Ready? (Yes or No)	If yes, please attach section 3 (OTMR addendum)
Make Ready Anticipated? (Yes or No)	
Location of Attachment Request (Street Address and Coordinates (Lat, Long)):	

Checklist of Attached Documents (Containing Licensee Job #):	
<input type="checkbox"/> Appendix A- OTMR Addendum selected contractors (if applicable)	
<input type="checkbox"/> Permit Submittal Certification Form	
<input type="checkbox"/> Detailed construction plans, drawings, and maps consistent with Appendix B	
<input type="checkbox"/> Spreadsheet, containing the following:	
<input type="checkbox"/> Poles that we wish to use (number, Lat, Long)	<input type="checkbox"/> Relocations or replacements of poles
<input type="checkbox"/> Point of attachment (proposed height) on each pole	<input type="checkbox"/> Rearrangements of fixtures and equipment necessary
<input type="checkbox"/> Number and type of attachments to be placed on each pole (including anchor type and distance from	<input type="checkbox"/> Additional poles required
<small>The included information represents our proposed facilities. Any changes will be submitted to Big Rivers for approval prior to construction. The Licensee will obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities for the Licensee's proposed service and all easements, licenses, rights-of-way and permits necessary for the proposed use of these poles.</small>	
SECTION 2 - APPROVAL/DENIAL OF REQUEST (to be completed by Big Rivers)	
Response Date	Utility Make Ready Construction Required?
Name	Total Estimated Cost to Licensee
Title	(Detailed invoice to be provided)
Phone	Permit #
Email	
Request	Approve
Response	Deny
Signature:	If denied, reason for denial:

<small>Big Rivers hereby grants License to Licensee to make Attachments as described above, subject to the terms and conditions of the Tariff.</small>	

[T] ↓

DATE OF ISSUE July 31, 2024
 DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
 President and Chief Executive Officer
 Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of the Commission
 Pursuant to 807 KAR 5:015E*



For All Territory Served By
 Cooperative's Transmission System
 P.S.C. KY. No. _____ 27

First Revised _____ SHEET NO. _____ 38.54

CANCELLING P.S.C. KY. No. _____

Original _____ SHEET NO. _____ 38.54

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

**Appendix A - Request to Attach - OTMR Addendum
 To be submitted along with Appendix A – Request to Attach: Sections 1 and 2**

Licensee Job # _____ (to be completed by Licensee)		
Big Rivers Work Order # _____ (to be completed by Big Rivers)		
SECTION 3 - OTMR Contractor Information (to be completed by Licensee)		
OTMR Survey Contractor		
OTMR Make Ready Contractor		
Company	Same as survey contractor	
Survey Date	Company	
Point of Contact Name	Point of Contact Name	
Title	Title	
Phone	Phone	
Email	Email	
Existing Attacher Information		
<i>Note: It is still the responsibility of the applicant to notify existing attachers of One-Touch Make-Ready.</i>		
Attacher	Point of Contact	Phone or Email
OTMR Transfer Work Information		
Field Supervisor	Additional Comments:	
Title		
Phone		
Email		
Estimated Crew Size		
By submitting this application, I fully and completely understand the One-Touch Make-Ready process, and agree to abide by all of the pole owning utility's rules and regulations regarding joint use attachments. I further agree to accept all liability incurred as a result of my One-Touch Make-Ready construction.		
Signature: _____		Date: _____

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/s/ Donald Gulley

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 President and Chief Executive Officer
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*Issued by Authority of the Commission
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For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27
First Revised SHEET NO. 38.55
CANCELLING P.S.C. KY. No. _____
Original SHEET NO. 38.55

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix B – Specifications for Attachments

Licensee, when making Attachments to Big Rivers' Poles, will adhere to the following engineering and construction practices.

- i. All Attachments shall be made in accordance with Section 1 – Attachments to Poles and Big Rivers' construction standards posted on its website at www.bigrivers.com. [N]
- ii. Clearances. [N]
 - a. Attachment and Cable Clearances: Licensee's Attachments on Big Rivers' Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separation specified in the most updated version of the NESC.
 - b. Service Drop Clearance: From the pole to the home/building the parallel minimum separation between Big Rivers' service drops and Licensee's service drops shall conform to the NESC.
 - c. Other Drop Clearances: All other drop clearances at the mid-span must conform to the NESC.
 - d. Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, the minimum separation must be maintained between all telecommunication cables that meet NESC rules (includes common phone, CATV, and fiber optic cables lashed to an effectively grounded messenger strand or self-supporting cables).

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/s/ Donald Gulley

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For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

First Revised SHEET NO. 38.56

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.56

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix B – Specifications for Attachments (continued)

- e. Vertical Risers: All risers, including those providing 120/240 volt powers for Licensee's equipment enclosure, shall be placed on the quarter faces of the pole and must be installed in conduit with weatherhead (if possible). A two (2) inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained.
 - f. Climbing Space: A clear climbing space must be maintained at all times on the face of the pole. All Attachments must be placed so as to allow and maintain a clear and proper climbing space on the face of Big Rivers' pole. Licensee's cable/wire Attachments shall be placed on the same side of the pole as those of other Attaching Entities. In general, all other Attachments and risers should be placed on pole quarter faces.
 - g. Pedestals and Enclosures: Every effort should be made to install pedestals, vaults and/or enclosures at a minimum of four (4) feet from poles or other Big Rivers facilities, or the distance specified by Big Rivers, whichever is greater.
- iii. Anchors and Guys.
- a. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on Big Rivers' poles by Licensee's Attachments. Anchors must be guyed adequately.
 - b. Anchors and guy wires must be installed on each Big Rivers pole where an angle or a dead-end occurs. Licensee shall make guy attachments to poles at or below its cable attachment. Per RUS requirements, no proposed anchor can be within five (5) feet of an existing anchor.
 - c. Licensee may not attach guy wires to the anchors of Big Rivers or third-party user without the anchor owner's specific prior written consent.

DATE OF ISSUE July 31, 2024
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/s/ Donald Gulley

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President and Chief Executive Officer
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For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

First Revised SHEET NO. 38.57

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.57

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix B – Specifications for Attachments (continued)

- d. No Attachment may be installed on a Big Rivers pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Big Rivers' poles until all required guys and anchors are installed.
 - e. Licensee's down guys, if needed, shall be bonded, to the vertical ground wires of Big Rivers' pole, in accordance with applicable NESC rules. If there is no vertical ground present at the pole, Licensee shall notify Big Rivers and a ground will be added to the pole at Big Rivers' expense for Licensee to bond to.
- iv. Certification of Licensee's Design.
- a. Licensee's Attachment Permit application must be signed and sealed by a professional engineer, registered in the Commonwealth of Kentucky, certifying that Licensee's aerial cable design fully complies with the NESC and Big Rivers' Construction Standards and any other applicable federal, state or local codes and/or requirements, or Licensee will pay Big Rivers for actual costs for necessary engineering and post-construction inspection and to ensure Licensee's design fully complies with the NESC and Big Rivers' Construction Standards and any other applicable federal, state or local codes and/or requirements.
 - b. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Big Rivers' facilities and other Attaching Entities' facilities that exist on the poles without regard to the condition of the existing facilities.

DATE OF ISSUE July 31, 2024
DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of the Commission
Pursuant to 807 KAR 5:015E*



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

First Revised SHEET NO. 38.58

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.58

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix B – Specifications for Attachments (continued)

- v. Miscellaneous Requirements.
 - a. Attachments: All Attachments will be made on the street side of the pole unless otherwise approved by Big Rivers.
 - b. Cable Bonding: Licensee's conductive messenger cables shall be bonded at every pole with a vertical ground. If no ground exists on a pole to be bonded, Licensee shall notify Big Rivers and a ground will be added to the pole at Big Rivers' expense for Licensee to bond to.
 - c. Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
 - d. Communication Cables: All communications cables/wires not owned by Big Rivers shall be attached within the communications space that is located below the Communication Worker Safety Zone.
 - e. Riser Installations: All Licensee's riser installations shall be in Big Rivers–approved conduit materials. Ground wires may be attached directly to the pole.

DATE OF ISSUE July 31, 2024
DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
Issued by Authority of the Commission
Pursuant to 807 KAR 5:015E



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27
First Revised SHEET NO. 38.59
CANCELLING P.S.C. KY. No. _____
Original SHEET NO. 38.59

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix B – Specifications for Attachments (continued)

- b. Tagging: On every pole to which the Licensee is attached, Licensee's facilities shall be identified with a band-type communications cable tag or other identification acceptable to Big Rivers within twelve (12) inches of the pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Licensee name and emergency contact number. Licensee shall be responsible for periodically inspecting its Attachments to ensure that they are tagged with permanent identification markers. Should Big Rivers encounter any Attachments without required permanent identification markers, Big Rivers shall notify Licensee of such Attachments and Licensee shall install permanent identification markers within thirty (30) days. In the event Attachments are not tagged in accordance herewith, Big Rivers reserves the right to charge Licensee for all costs and expenses incurred by Big Rivers to identify the untagged Attachments.

- c. Mid-Span Taps: All mid-span communication taps, other than service drops, are subject to the same installation and maintenance requirements as an Attachment under this rate schedule. Additionally, any newly proposed mid-span taps must receive prior approval under Section 2 – Establishing Attachments to Poles of this rate schedule.

DATE OF ISSUE July 31, 2024
DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
Issued by Authority of the Commission
Pursuant to 807 KAR 5:015E



For All Territory Served By
 Cooperative's Transmission System
 P.S.C. KY. No. 27

First Revised SHEET NO. 38.60

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.60

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix C – Bill of Sale (Template)

Agreement made this _____ day of _____, 20____, by and between _____, a company/corporation with its principal office in _____, _____, hereinafter called Buyer, and _____, a company/corporation, with its principal office in _____, _____, authorized to do and doing business in _____, hereinafter called Seller.

For and in consideration of the sum of \$_____ to it in hand paid and other valuable considerations, payable to Seller in immediately available funds, the receipt of all of which is hereby acknowledged, Seller by these presents does hereby bargain, sell, demise, release and forever quitclaim to Buyer, its successors and assigns, all of the rights, title, interest and claim the Seller now has or may have had in the following "Pole(s)" located in _____ County, _____.

Quantity	Description	Location (address, latitude / longitude, etc.)

Additional locations listed on the attached form.

DATE OF ISSUE July 31, 2024
 DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
 President and Chief Executive Officer
 Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of the Commission
 Pursuant to 807 KAR 5:015E*



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27
First Revised SHEET NO. 38.61
CANCELLING P.S.C. KY. No. _____
Original SHEET NO. 38.61

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix C – Bill of Sale (Template) – (continued)

This sale is subject to the following terms and conditions:

1. Buyer is purchasing the poles described above in reliance upon its personal inspection and in an “as is” and “where is” condition, with all faults.
2. Seller makes no warranties, express or implied, of any kind or nature except that (a) Buyer will acquire by the terms of this bill of sale good title to the poles and (b) Seller has the right to sell the poles. Without limiting the generality of the foregoing, **SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE POLES.**
3. **BUYER UNDERSTANDS THAT THE SELLER’S POLES MAY CONTAIN PRESERVATIVES OR OTHER HAZARDOUS MATERIALS. BUYER REPRESENTS AND WARRANTS THAT IT WILL HANDLE AND TREAT SUCH POLES, INCLUDING BUT NOT LIMITED TO, THE POLES CONTAINING LEAD, IN COMPLIANCE WITH ALL ENVIRONMENTAL LAWS, INCLUDING, BUT NOT LIMITED TO, PROCURING ALL REQUIRED PERMITS AND CERTIFICATES.**
4. As used herein, “Environmental Laws” shall mean all Federal, State or local laws, regulations or ordinances having to do with the protection of health, welfare, the environment or workers, including, without limitation, the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Occupational Safety and Health Act, and any similar state or local laws, regulations or ordinances.

DATE OF ISSUE July 31, 2024
DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of the Commission
Pursuant to 807 KAR 5:015E*



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27
First Revised SHEET NO. 38.62
CANCELLING P.S.C. KY. No. _____
Original SHEET NO. 38.62

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix C – Bill of Sale (Template) – (continued)

5. On the effective date hereof, Buyer releases Seller of all liability for, and Buyer assumes all liability for, and will defend, indemnify and hold harmless Seller from and against all losses, damages, expenses (including attorneys' fees and costs), claims, suits and liabilities, whether based in contract or tort (including strict liability), the extent arising out of, resulting from or in connection with (a) Buyer's negligent or intentional acts or omissions, or those of persons furnished by it, (b) the failure of Buyer or its agents to fully comply with the terms and conditions of this Agreement, including those concerning compliance with Environmental Laws or (c) assertions under Worker's Compensation or similar laws made by persons furnished by Buyer. Seller shall promptly notify Buyer of any written claim, loss or demand for which Buyer is responsible under this Clause.
6. If, for any reason, Buyer removes, modifies or disposes of the poles or any other facilities, then it will do so safely and in accordance with all Environmental Laws and standards, and will do no damage to other property or facilities owned by Seller or third parties. **BUYER EXPRESSLY ASSUMES ALL LIABILITIES THAT MAY ARISE FROM THE HANDLING, PROCESSING, REMOVAL OR OTHER USE OF THE POLES OR OTHER FACILITIES, INCLUDING THOSE ARISING UNDER THE ENVIRONMENTAL LAWS.**
7. This Agreement does not transfer any rights, licenses or other interests in any easement, right of way, license or other property right of Seller and Seller expressly retains all such rights, licenses and interests.

DATE OF ISSUE July 31, 2024
DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of the Commission
Pursuant to 807 KAR 5:015E*



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

First Revised SHEET NO. 38.63

CANCELLING P.S.C. KY. No. _____

Original SHEET NO. 38.63

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix C – Bill of Sale (Template) – (continued)

Quantity	Description	Location (Address, Latitude / Longitude, etc.)

DATE OF ISSUE July 31, 2024
DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
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Pursuant to 807 KAR 5:015E



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27
Original SHEET NO. 38.64
CANCELLING P.S.C. KY. No. _____
SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix D – Performance Bonds

A performance bond in the amount of \$10,000 or \$50 per Attachment, whichever is greater, is required for all intended attachers operating or seeking to operate facilities which deliver service to the public.

DATE OF ISSUE July 31, 2024
DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
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For All Territory Served By
 Cooperative's Transmission System
 P.S.C. KY. No. 27
 Original SHEET NO. 38.65
 CANCELLING P.S.C. KY. No. _____
 SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix E – Fees and Charges

Licensee shall pay to Big Rivers the fees and charges and shall comply with the terms and conditions [T] specified in the rate schedule.

Unless otherwise expressly provided, Licensee shall pay any invoice it receives from Big Rivers pursuant to this rate schedule within thirty (30) calendar days after Licensee is presented with the invoice. Any balance that remains unpaid after its due date shall bear interest at the rate of one and a half percent (1.5%) per month until paid, or if one and a half percent (1.5%) exceeds the maximum rate allowed by law, then at the maximum rate allowed by law.

Big Rivers will invoice Licensee in advance with respect to amounts owed annually for each of Licensee's Attachments, at the rates shown in the table below

Annual Pole Attachment Fees (Fees per Pole)	
Two-Party pole attachment without ground	\$3.14
Three-Party pole attachment without ground	\$2.23
Two-Party pole attachment with ground	\$3.37
Three-Party pole attachment with ground	\$2.37
Two-Party anchor attachment	\$5.56
Three-Party anchor attachment	\$3.71

Big Rivers may bill any Licensee for additional fees and charges described throughout this rate schedule.

DATE OF ISSUE July 31, 2024
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/s/ Donald Gulley

ISSUED BY: Donald Gulley
 President and Chief Executive Officer
 Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of the Commission
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For All Territory Served By
 Cooperative's Transmission System
 P.S.C. KY. No. 27
 Original SHEET NO. 38.66
 CANCELLING P.S.C. KY. No. _____
 SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix F – Bill Format

INVOICE
 BIG RIVERS ELECTRIC CORPORATION P. O. BOX 20015 Owensboro, KY 42304 [T]
 MONTH ENDING mm/dd/yy

POLE ATTACHMENT INVOICE NO.

DESCRIPTION DATE:

RE: Pole Attachment Agreement

Yearly rental charge as set forth in Big Rivers' Standard Rate Schedule PA – Pole Attachment as filed and approved by the Kentucky Public Service Commission. License granted: [Grant Date], Permit No. [Permit No.]

<u>Applicable Fees & Charges:</u>	<u>Quantity</u>	<u>Rate</u>	<u>Total</u>
Two-party pole attachment without ground	0,000 x	\$3.14 =	\$ 00,000.00
Three-party pole attachment without ground	0,000 x	\$2.23 =	\$ 00,000.00
Two-party pole attachment with ground	0,000 x	\$3.37 =	\$ 00,000.00
Three-party pole attachment with ground	0,000 x	\$2.37 =	\$ 00,000.00
Two-party anchor attachment	0,000 x	\$5.56 =	\$ 00,000.00
Three-party anchor attachment	0,000 x	\$3.71 =	\$ 00,000.00
Other Fees and Charges:			
[Description]			\$ 00,000.00
[Description]			\$ 00,000.00
		Total Amount Due	<u>\$ 00,000.00</u>

Terms: Net Thirty (30) Days

Direct any inquiries to:
 Manager, Accounting
 Phone: 270 -827-2561

DATE OF ISSUE July 31, 2024
 DATE EFFECTIVE August 31, 2024

/s/ Donald Gulley

ISSUED BY: Donald Gulley
 President and Chief Executive Officer
 Big Rivers Electric Corporation, 710 W. 2nd Street, Owensboro, KY 42301
Issued by Authority of the Commission
Pursuant to 807 KAR 5:015E