

Farmers Rural Electric Cooperative Corporation

504 S. Broadway, Glasgow, KY 42141 • P.O. Box 1298, Glasgow, KY 42142 • (270) 651-2191 • Fax (270) 651-7332

July 30, 2024

VIA TARIFF FILING SYSTEM

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

> RE: Electronic Investigation of the Proposed Pole Attachment Tariffs of Rural

Electric Cooperative Corporations - Case No. 2023-00416

Dear Executive Director Bridwell:

Please find enclosed and accept for filing the Cooperative's updated Schedule PA - Pole Attachments.

Please contact me should you have any questions or concerns, and thank you for your assistance with this matter.

Sincerely,

Chuck Bishop Farmers RECC

Vice President, Engineering

Farmers RECC is an equal opportunity employer.

www.farmersrecc.com

A Touchstone Energy Cooperative



FOR	ALL 7	TERRITORY SEI	RVED	
C	ommunity	, Town or City		
P.S.C. KY.	NO.	10		
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<u>SCHEDULE PA – POLE ATTACHMENTS</u>

ARTICLE I – OVERVIEW

APPLICABLE

To all territory served.

AVAILABLE

To cable television system operators, telecommunications carriers, broadband internet providers, and governmental units that proceed in compliance with this Schedule. No attachment(s) shall be made to Cooperative's Poles unless and until Cooperative has approved such attachment(s) following receipt of an appropriate application and an acknowledgement of the applicability of this Schedule. Parties with joint use agreements with the Cooperative are excluded from this Schedule. Nothing in this Schedule is intended to expand the right to attach to Cooperative's Poles beyond those rights otherwise conveyed by law. Cooperative 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 Schedule includes the Cooperative's rates, terms, and conditions governing attachments to Cooperative's 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. Capitalized terms not defined herein shall have the meaning prescribed in the Pole Attachment Regulation.

WEBSITE

Additional information regarding the Cooperative's Pole Attachment services may be found at www.farmersrecc.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 Makeready; (iii) construction standards for Attachments; and (iv) contact information for primary and alternate Cooperative personnel responsible for invoicing, payment, Make-ready work, and escalation of disputes related to Pole Attachments.

APPENDICES

This Schedule includes the following appendices:

APPENDIX A – Application/Request to Attach

APPENDIX B – Specifications for Attachments

 $APPENDIX \ C-\textit{Bill of Sale (template)}$

APPENDIX D – Performance Bond

APPENDIX E – Fees and Charges

DATE OF ISSUE: <u>07-31-2024</u>01-27-2023

DATE EFFECTIVE: <u>08-31-202412-28-2022</u>

ISSUED BY_

TITLE: President & Chief Executive Officer

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FOR <u>ALL TERRITORY SERVED</u>			
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P.S.C. KY. NO.	10		
2nd1st Revised	SHEET NO.	113	
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SCHEDULE PA – POLE ATTACHMENTS (continued)

ARTICLE II – EXPLANATION OF TERMS

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

- A. **Actual Inventory** is a complete count of all Attachments on Poles to which the Licensee is attached.
- B. **Approved Contractor** is a contractor <u>identified on Cooperative's website at www.farmersrecc.com as</u> appropriately qualified <u>and approved</u> by the Cooperative to provide self-help surveys or Make-ready services.
- C. **Attached Pole** is a pole for which shared use is established or continued pursuant to the terms of this tariff.
- D. **Attachment** is any Licensee cable, wire, strand, circuit, service drop, permitted over-lashing, appurtenance, equipment, pedestal or apparatus of any type attached to the Cooperative's Pole.
- E. Certification Form is a form an applicant is required to submit to the Cooperative with each Application (i) certifying the person filing the Application has reviewed the Cooperative's 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 the Cooperative; and (iii) identifying appropriate applicant personnel associated with each Application who shall be responsible for coordinating with the Cooperative and ensuring that Attachment-related issues are addressed in a timely manner. A copy of the Cooperative's Certification Form may be found at www.farmersrecc.com.
- **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.
- <u>CF</u>. 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.
- <u>HG</u>. 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.

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FARMERS RURAL ELECTRIC
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FOR ALI	ORALL TERRITORY SERVED		
Communi	ty, Town or City		
P.S.C. KY. NO.	10		
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- Ji. High Volume Orders are requests which seek to attach to no more than three one and five tenths percent (31.5%) of Cooperative's Poles in Kentucky or to no more than 31,000 Poles, whichever is less, and are not Lesser Volume Orders. Cooperative 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.
- **<u>K</u>-J. 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.
- <u>LK.</u> Lesser Volume Orders are requests which seek to attach to no more than <u>zero and seventy-five</u> <u>hundredthsfive tenths</u> percent (0.75%) of Cooperative's poles in Kentucky or to no more than <u>53</u>00 Poles, whichever is less. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within <u>the same calendar month</u>thirty (30) days of one another.
- <u>M</u>L. **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.
- NM. Make-ready Costs are all costs necessary for Cooperative 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.
- **ON. Outside Party** is any person or entity other than Cooperative or Licensee that is also attached to Cooperative's Poles consistent with law and this Schedule.
- <u>Po</u>. 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 Cooperative to the Licensee to attach an Attachment pursuant to this Schedule.

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SCHEDULE PA – POLE ATTACHMENTS (continued)

- **Pole** means any pole owned or controlled by Cooperative, excluding any pole that is used primarily to support outdoor lighting or transmission-level voltages (greater than or equal to 69 kV).
- **SR. Rearrange** or **Rearrangement** is the moving of Attachments from one position to another on a Pole.
- **TS. 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.
- <u>U</u>**T**. **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).
- W. Special Contract is a pole attachment agreement negotiated in good faith by Cooperative and applicant: (i) when applicant's request to attach exceeds the lesser of three thousand (3000) Poles or three percent (3%) of Cooperative's Poles in Kentucky; or (ii) upon Cooperative's receipt of three (3) separate Applications averaging one thousand (1000) Poles or one percent (1%) of Cooperative's Poles in Kentucky for any three (3) months over a five (5) month period. This provision shall be inapplicable in the event that the Cooperative 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 the applicant regarding Make-ready work that Cooperative 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 of its applicant has submitted multiple requests for attachments;
 - 4. Contact information, including phone numbers and email addresses, for all necessary Cooperative and applicant personnel;
 - 5. The cadence, location and necessary personnel for each project; and
 - 6. The timing of surveys and Make-ready.
- XV. 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 Cooperative and all Attachments and strong enough to meet the requirements of the specifications mentioned in ARTICLE III for the Cooperative facilities and Attachments ordinarily placed by the parties in their respective spaces.

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SCHEDULE PA – POLE ATTACHMENTS (continued)

 \underline{Y} . Supply Space is the following described space:

For Cooperative, 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 Cooperative upon request.

- A. 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 ARTICLE III and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or 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.
- B. In the event Cooperative installs a pole larger than the Standard Pole solely in anticipation of its future requirements or additions, the Supply Space for Cooperative, as defined above, for that pole shall be increased to include the additional above ground space provided by Cooperative. 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 ARTICLE III.
- **ZX. Transfer** is the removal of Attachments from one Pole and the placement of them or substantially identical Attachments upon another Pole.
- 4.14. 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.

ARTICLE III – ATTACHMENTS TO POLES

A. 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 National Electrical Safety Code and subsequent revisions thereof ("NESC"), the National Electrical Code ("NEC"), the Occupational Safety and Health Act ("OSHA") and Rural Utilities

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FOR ALL	TERRITORY SEI	RVED	
Community	y, Town or City		
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Service ("RUS"); (3) lawful requirements of public authorities; and (4) the non-discriminatory, reasonable requirements of Cooperative, including those set forth in APPENDIX B (as each may be amended from time to time). The requirements of the NESC, NEC, OSHA, and RUS are minimum requirements and reasonable, additional requirements may be required, as determined by Cooperative in its discretion. To the extent any requirements or specifications may conflict, the most stringent of them shall apply.

- B. Cooperative reserves the right to amend APPENDIX B 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 ("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 then in effect.
- C. 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 Cooperative. 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 Cooperative or an Outside Party.
- D. Licensee shall exercise precautions to avoid damage to facilities of Cooperative 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 Cooperative 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 Cooperative for the reasonable costs and expenses incurred by Cooperative in addressing damage caused by Licensee.
- E. To further the goals of communication and cooperation with Licensee and Outside Parties, the Cooperative may conduct information meetings annually or more frequently as appropriate either online or in person. Licensee will make every effort to attend and participate.

ARTICLE IV – ESTABLISHING ATTACHMENTS TO POLES

Dated: 12-28-2022

A. <u>APPLICATION</u>. 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

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TITLE: President & Chief Executive Officer

Approved by Order of Kentucky Public Service Commission

in Case No. 2022-00106

	Community, Town or City	
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FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO	10
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SCHEDULE PA – POLE ATTACHMENTS (continued)

complete information required under APPENDIX A in the method and form reasonably required by Cooperative <u>along with a signed Certification Form</u> (the "Application"), and receive written authorization from Cooperative authorizing the specific use requested. Failure to request and receive Cooperative's authorization as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.

- 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.
- 3. If a person or entity expects to submit an Application (or series of Applications) seeking to attach to more than <u>zero and seventy-five hundredths</u> five tenths percent (0.75%) of Cooperative's Poles in Kentucky (or to more than 5300 Poles, whichever is less), then as soon as reasonably practicable (and in no event less than <u>ninetysixty</u> (960) days before submission of such Application(s)), the person or entity shall provide written notification to Cooperative 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 C, 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 B, below.

B. PROCEDURE

- 1. Review for Completeness.
 - i. Cooperative will review each Application for completeness before reviewing it on its merits. Cooperative shall complete its review for completeness within ten (10) business days after receipt of an Application for five hundred (500) or fewer Poles. Cooperative 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

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signed Certification Form and provides Cooperative the information necessary under this Schedule and Appendix A (or under a Special Contract, if applicable) to make an informed decision on the Aapplication and is accompanied by the prepayment of estimated survey costs consistent with Appendix E. Cooperative 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.

- ii. An Application will be considered complete unless, within <u>the time prescribed above</u>ten (10) business days after Cooperative's receipt of same, Cooperative notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding <u>including citations this Tariff and the Pole Attachment Regulation</u>.
- 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 Cooperative reviews the Applications for completeness. Prioritizing a new Application resets the respective review time period of the applicant's deprioritized Applications under review by Cooperative.

2. Surveys.

- i. An applicant may submit a survey with an Application for five hundred (500) or fewer Poles, which Cooperative shall accept if the applicant used an Approved Contractor for surveys listed on Cooperative's website and the survey was conducted no more than thirty (30) days before submission of the Application. Cooperative shall conduct surveys for all Applications exceeding five hundred (500) Poles.
- <u>iii</u>. Following its receipt of a complete Application, Cooperative 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), <u>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 Regulations.</u>
- <u>iii</u>. Except as otherwise provided herein, the following timeframes apply:
 - a. With respect to Lesser Volume Orders, Cooperative will complete the survey <u>and review on the merits</u> 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, Cooperative will complete the survey and <u>review on the merits and</u> either grant or deny the applicant access within <u>up to one hundred five</u>sixty (<u>1605</u>) days of receipt of a complete Application <u>to be calculated as follows: Cooperative shall</u>

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FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO.	10	
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has 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 the Cooperative's Poles in Kentucky.

- c. The parties shall negotiate in good faith <u>a Special Contract</u> the timing of <u>for</u> all requests for attachment which exceed <u>the lesser of 3</u>+,000 Poles or <u>threeone and five tenths</u> percent (<u>3</u>1.5%) of Cooperative's poles in Kentucky, <u>unless Cooperative owns or controls fewer than five hundred</u> (500) Poles in Kentucky.
- <u>iv</u>: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.
- viv. Applicant and relevant Outside Parties may be present for any field inspection conducted as part of a Cooperative's survey. Cooperative 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.

3. <u>Make-Ready Estimates</u>

- i. Within fourteen (14) days of providing a response granting access to an applicant following a survey, Cooperative 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"). Cooperative 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.
- ii. Cooperative's 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, Cooperative shall invoice applicant for the Make-Ready Estimate. Invoices for Make-ready Estimates shall clearly identify the Application on project for which payment is requested.

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	Community, Town	or City
	P.S.C. KY. NO.	10
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FOR

SCHEDULE PA – POLE ATTACHMENTS (continued)

iv. <u>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</u>

4. Make-ready

- i. Within seven (7) days (or sooner, if practical) of Cooperative's receipt of payment for survey costs and the Make-ready Estimate, Cooperative will attempt to notify all known entities with existing attachments that could be affected by the Make-ready.
 - 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 <u>forty-five</u>thirty (4530) days after the notification is sent in the case of Lesser Volume Orders, <u>or up to</u> and no more than <u>one hundred five</u>seventy five (1075) days after the notification is sent in the case of High Volume Orders);

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- 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, if Make-ready is not completed by the completion date established by Cooperative, the applicant may complete the Make-ready; and
- v. 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);
 - 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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SCHEDULE PA – POLE ATTACHMENTS (continued)

iv. State that Cooperative may assert its right to up to fifteen (15) additional days to complete Make-ready, consistent with the Pole Attachment Regulation;

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- v. State that if Make-ready is not completed by the completion date established by Cooperative, 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.
- ii. Cooperative will provide the applicant a copy of the notice(s) and the existing attachers' contact information and address where the Cooperative sent the notices. The applicant shall be responsible for coordinating with existing attachers to encourage completion of Make-ready by the dates established by Cooperative.
- iii. Cooperative will complete its own Make-ready consistent with the dates established in the relevant notice(s).

5. Final Invoice

Within a reasonable period, not to exceed one-hundred twenty (120) days after Cooperative completes its Make-ready, Cooperative shall provide:

- 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
- ii. 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.
- iii. Final invoices shall clearly identify the Application or project for which payment is requested.
- iviii. Payment for final invoices shall clearly identify the Application or project for which payment is made.
- b. Upon receipt of payment for the final invoice, Cooperative shall grant to the applicant authorization (a Permit) to use the relevant Poles and to make Attachments in accordance with the terms of this Schedule. The Licensee shall have 180 days from the date Cooperative has issued a Permit to complete attachment of Licensee's Attachment. If the Attachment has not been completed within the 180-day period, the

DATE OF ISSUE:	<u>07-31-202401-27-2023</u>
DATE EFFECTIVE:	<u>08-31-202412-28-2022</u>
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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, License shall not be reimbursed any fees or charges associated with any surveys or Make-ready.

Licensee shall notify Cooperative within fifteen (15) business days following completion of all Attachments within an Application in accordance with the notice provision in the Tariffof completion of an Attachment to a particular Pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the Attachment. Cooperative 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 Cooperative discovers damage or code violations caused by the Attachment, then Cooperative will inform Licensee and provide adequate documentation of the damage or code violations. Cooperative 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 Cooperative. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative 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 Cooperative's rights and remedies with respect to enforcement of Licensee's obligations beyond initial attachment.

6. Deviations from Make-Ready Timeline

- Cooperative may deviate from the time limits specified in this Schedule before offering an estimate of charges if the applicant failed to satisfy a condition in this Schedule.
- ii. Cooperative may deviate from the time limits established in this Schedule during performance of Make-ready for good and sufficient cause that renders it infeasible for Cooperative to complete make-ready within the time limits established. If Cooperative 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. Cooperative shall deviate from the time limits established for a

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DATE EFFECTIVE: <u>08-31-202412-28-2022</u>

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in Case No. 2022-00106 Dated: 12-28-2022

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	Community, Town or City P.S.C. KY. NO. 10
	1st Revised Original SHEET NO. 124
FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO. 10
	Original SHEET NO. 124

period no longer than necessary to complete and shall resume Make-ready without discrimination once it returns to routine operations.

ALL TERRITORY SERVED

iii. Cooperative 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.

7. Self-Help Remedy

- i. Should Cooperative or an Outside Party decline or fail to complete its prescribed steps within the time limits established in this Schedule, then an applicant may elect to hire an Approved Contractor to complete the step as specified in this subsection.
- ii. Cooperative and any Outside Party to be present for any work conducted as part of the self-help remedy.
- iii. An applicant shall use commercially reasonable efforts to provide Cooperative 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.
- iv. Any self-help remedy shall be performed in compliance with the terms of this Tariff, the Pole Attachment Regulation, and the Cooperative's construction standards listed on its website at www.farmersrecc.com.
- v. <u>Self-help shall not be available for pole replacements. Only Cooperative or its</u> <u>designee may conduct pole replacements.</u>

C. PROCEDURE (OTMR)

- 1. <u>Review for Completeness</u>.
 - i. Cooperative will review each Application for completeness before reviewing it on its merits. An Application is considered complete only if it provides Cooperative the information necessary under this Schedule and Appendix A to make an informed decision on the application. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.

DATE OF ISSUE:	<u>07-31-2024<mark>01-27-2023</mark></u>
DATE EFFECTIVE:	<u>08-31-202412-28-2022</u>
ISSUED BY	
TITLE: President &	Chief Executive Officer

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CANCELLING P.S	S.C. KY. NO .	10	
Original	SHEET NO	125	

SCHEDULE PA – POLE ATTACHMENTS (continued)

ii. An Application will be considered complete unless, within ten (10) business days after Cooperative's receipt of same, Cooperative notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding.

2. Surveys

- i. An applicant shall be responsible for all surveys required as part of the OTMR process. An applicant shall use Cooperative or an Approved Contractor to conduct any survey pursuant to the OTMR process
- ii. An applicant shall allow Cooperative 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 Cooperative 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. Cooperative 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.
 - a. During the applicable timeframe for review following Cooperative's receipt of a complete Application, Cooperative 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 Cooperative denies an Application on its merits, then Cooperative's decision shall be specific, shall include all relevant evidence and information supporting its decision, and shall explain how the evidence and information relate to a denial of access.

4. Make-ready.

i. If an Application is approved by Cooperative and if the applicant has provided to Cooperative and relevant Outside Parties at least fifteen (15) days prior written notice of the necessary or appropriate Make-ready, the applicant may

DATE OF ISSUE:	<u>07-31-202401-27-2023</u>
DATE EFFECTIVE:	<u>08-31-202412-28-2022</u>
ISSUED BYTITLE: President & 0	Chief Executive Officer

	Community, Town or City P.S.C. KY. NO. 10	
	1st Revised Original SHEET NO. 126	
FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO. 10	
	Original SHEET NO. 126	

proceed with Make-ready. An applicant shall use Cooperative or an Approved Contractor to perform the Make-ready.

ALL TERRITORY SERVED

- 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 Cooperative and Outside Parties a reasonable opportunity to be present for any Make-ready.
- iii. An applicant/Licensee shall immediately notify Cooperative and any affected Outside Party if Make-ready damages the equipment of Cooperative or an Outside Party or causes an outage that is reasonably likely to interrupt the service of Cooperative or an Outside Party.
- iv. If an applicant/Licensee or Cooperative 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 B, above, and Cooperative shall provide the notices and estimates required as soon as reasonably practicable.

5. Post Make-ready Timeline

- i. Licensee shall notify Cooperative and affected Outside Parties within fifteen (15) days after completion of Make-ready pursuant to the OTMR process.
- Licensee shall notify Cooperative within fifteen (15) days of completion of an ii. Attachment to a particular Pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the Attachment. Cooperative shall have fourteen (14) days after completion of its inspection to notify Licensee of any damage or code violations caused by the Attachment. If Cooperative discovers damage or code violations caused by the Attachment, then Cooperative will inform Licensee and provide adequate documentation of the damage or code violations. Cooperative 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 Cooperative. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative 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 Cooperative's rights and remedies with respect to enforcement of those obligations beyond initial attachment.

DATE OF ISSUE: <u>07-31-202401-27-2023</u>

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P.S.C. KY. NO.	10		
1st Revised Origina	SHEET NO	127	
CANCELLING P.S.	C. KY. NO	10	
Original	SHEET NO.	127	

D. OVERLASHING

- 1. Any person or entity seeking to overlash existing facilities attached to Cooperative's Poles shall provide advance written notice to the Cooperative describing the proposed activity along with submission of the complete information required under APPENDIX A, excluding a pole-loading analysis certified by a professional engineer licensed in Kentucky, in the method and form reasonably required by Cooperative. The notice shall be provided to Cooperative not less than thirty (30) days prior to the proposed activity. Failure to provide advance notice as described herein with result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.
- 2. Following receipt of the notice described in the preceding subsection, Cooperative may determine the proposed overlashing will create a capacity, safety, reliability, or engineering issue; in such an event, Cooperative 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.
- 3. 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 Cooperative 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.
- 4. An overlashing party shall notify Cooperative within fifteen (15) days of completion of the overlash on a particular pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the overlash. Cooperative 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 Cooperative discovers damage or code violations caused by the overlash on equipment belonging to Cooperative, then Cooperative will inform the overlashing party and provide adequate documentation of the damage or code violations. Cooperative 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 Cooperative. Overlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative 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 Cooperative's rights and remedies with respect to enforcement of those obligations beyond initial attachment.

DATE OF ISSUE: 07-31-202401-27-2023

DATE EFFECTIVE: 08-31-202412-28-2022

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	Community, Town or City
	P.S.C. KY. NO. 10
FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	
	CANCELLING P.S.C. KY. NO. 10
	Original SHEET NO. 128
SCHEDULE PA – I	POLE ATTACHMENTS (continued)

ARTICLE V – RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

Cooperative 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 Cooperative 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 Cooperative's Poles, no liability on account thereof shall attach to Cooperative. If requested by Cooperative, Licensee shall submit satisfactory evidence of its rights to place its attachments upon a property. Licensee shall indemnify, defend, and hold harmless Cooperative 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 Cooperative's Poles, Cooperative 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 Cooperative's Poles immediately after receiving notice from Cooperative 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 Cooperative with respect to any losses incurred related to the Attachment.

Right-of-way clearing necessary for the operation of the Cooperative's distribution system shall be performed by Cooperative 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 Cooperative's permission prior to conducting any such clearing activity near Cooperative's 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 Cooperative 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 a timeframe suitable to Cooperative, as determined in its sole discretion, Cooperative may perform the necessary clearing and invoice the Licensee for the costs and expenses associated therewith.

ARTICLE VI – MAINTENANCE OF POLES AND ATTACHMENTS; CONTRACTORS

- A. Licensee shall, at all times and at its sole expense, make and maintain all of its Attachments in accordance with the specifications mentioned in ARTICLE III 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 Cooperative.
- B. 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

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	Community, Town or City
	P.S.C. KY. NO. <u>10</u>
	<u>1st Revised Original</u> SHEET NO. 129
FARMERS RURAL ELECTRIC	
COOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO. 10
	Original SHEET NO. 129

ALL TERRITORY SERVED

SCHEDULE PA – POLE ATTACHMENTS (continued)

appropriately qualified and trained to work on and in the vicinity of an electric distribution system, including but not limited to the Poles.

- C. CONTRACTORS (COMPLEX). Cooperative shall make available and keep up-to-date a list of contractors Cooperative has authorized to perform self-help surveys and Complex Make-ready. In accordance with the Pole Attachment Regulation, Licensee must use Cooperative or a contractor from Cooperative's list to perform self-help work that is Complex or above the Communications Space. A Licensee may request (and Cooperative 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 Cooperative;
 - 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 Occupational and Safety Health Administration (OSHA) rules;
 - iv. The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by Cooperative, 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.
- D. CONTRACTORS (SIMPLE). Cooperative may keep up-to-date a list of contractors the utility authorizes to perform surveys and Simple Make-ready. If Cooperative provides this list, then Licensee shall choose Cooperative 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 Cooperative 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 the above section C, as certified by the applicant consistent with the Pole Attachment Regulation.
 - A. Cooperative may disqualify any contractor chosen by an applicant that is not on the Cooperative's 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 Cooperative's publicly available and commercially reasonable safety or reliability standards. Cooperative will provide notice of its objection to the contractor consistent with the Pole Attachment Regulation.

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	FORALL TERRITORY SERVED
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	P.S.C. KY. NO. 10
FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	1st Revised Original SHEET NO. 130
	CANCELLING P.S.C. KY. NO. 10
	Original SHEET NO. 130

E. Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule) as if each such agent, contractor and subcontractor were the Licensee for purposes of this Schedule. Licensee shall ensure that Cooperative 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 Cooperative has such rights against Licensee under this Schedule. Licensee shall indemnify Cooperative 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.

ARTICLE VII - INVENTORY (AUDIT) AND INSPECTIONS

- A. ACTUAL INVENTORY. The Cooperative 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; 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. Licensee and all Outside Parties shall cooperate and participate in the Actual Inventory. Licensee and all Outside Parties shall reimburse Cooperative 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 Cooperative's poles.
- B. RESERVED.
- C. LICENSEE-SPECIFIC INSPECTION. If the Cooperative has reasonable suspicion of a significant number of violations with respect to a particular Licensee, Cooperative may perform an inspection specific to Licensee's Attachments. In the event such inspection finds a discrepancy rate higher than five percent (5%) (calculated as the number of Unauthorized or Non-Compliant Licensee Attachments ÷ total number of Licensee Attachments), Licensee shall reimburse Cooperative for all costs and expenses associated with the inspection. At least three (3) months prior to any such safety inspection, Cooperative 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.
- D. CORRECTIONS. If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this Schedule, Licensee shall, upon notice by Cooperative, correct such nonconformance within thirty (30) days of notification of such nonconformance,

DATE OF ISSUE: <u>07-31-202401-27-2023</u>
DATE EFFECTIVE: <u>08-31-202412-28-2022</u>
ISSUED BY TITLE: President & Chief Executive Officer
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FARMERS RURAL ELECTRIC
COOPERATIVE CORPORATION

FOR	ALL TERRITORY SE	RVED	
Comm	unity, Town or City		
P.S.C. KY. NO.	10		
1st Revised Ori	ginal SHEET NO.	131	
CANCELLING	P.S.C. KY. NO .	<u>10</u>	
Original	SHEET NO.	131	

provided however, that Cooperative may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Cooperative's 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, Cooperative may elect to do such work itself, and Licensee shall reimburse Cooperative for all actual costs and expenses incurred in connection therewith. Cooperative 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 Cooperative's gross negligence or misconduct. Failure by Cooperative to inspect Licensee's conformance to the technical requirements and specifications listed in ARTICLE III or to take action on its own to bring such Attachments into compliance shall not cause Cooperative 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 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. Cooperative may impose a penalty in the amount of one hundred dollars (\$100) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D - CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90th) day thereafter until Licensee addresses the violation(s) to Cooperative's reasonable satisfaction. The foregoing notwithstanding, in no event may Cooperative impose a penalty unless the Licensee fails to correct a violation within thirty (30) days of notification or nonconformance from Cooperative.
- 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.

DATE OF ISSUE: 07-31-202401-27-2023

DATE EFFECTIVE: <u>08-31-202412-28-2022</u>

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	Community, Town or City P.S.C. KY. NO. 10
FARMERS RURAL ELECTRIC	1st Revised Original SHEET NO. 132
COOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO. 10
	Original SHEET NO. 132

ARTICLE VIII - DIVISION OF COSTS

A. DIVISION OF COSTS FOR POLES

- i. 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 the Cooperative consistent with the Pole Attachment Regulation.
- ii. Where an existing pole is replaced for maintenance purposes, the Cooperative 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 the Cooperative 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 retained by the Cooperative.
- iii. Any payments for poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of the poles or the Cooperative's real property rights, easements, or rights-of-way for which Licensee has contributed in whole or in part.
- iv. Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.
- v. In the event Cooperative installs a pole larger than is initially required for Electric Utility's and Licensee's use in anticipation of Cooperative's future requirements or additions, the additional space provided by Electric Utility shall be reserved for Cooperative's sole use. Licensee may request documentation to validate the need for future space.
- vi. 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.
- vii. Except as otherwise provided, Cooperative shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

B. DIVISION OF COSTS FOR VIOLATIONS

- i. If any Attachment is found to be in violation of the terms of this 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.
- ii. If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this Agreement, Licensee shall, upon notice by Cooperative, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Cooperative may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Cooperative's 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

DATE OF ISSUE: <u>07-31-202401-27-2023</u>

DATE EFFECTIVE: <u>08-31-202412-28-2022</u>

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TITLE: President & Chief Executive Officer

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FARMERS RURAL ELECTRIC		
COOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO.	10

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.

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Community, Town or City

SHEET NO.

- iii. Should Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, Cooperative may elect to do such work itself, and Licensee shall reimburse Cooperative for all actual costs and expenses incurred in connection therewith. Cooperative shall not be liable for any loss or damage to Licensee's facilities which may result, except to the extent of Cooperative's gross negligence or misconduct on any third-party's facilities or property.
- iv. Failure by Cooperative to inspect Licensee's conformance to the technical requirements and specifications listed in ARTICLE III or to take action on its own to bring such Attachments into compliance shall not cause Cooperative 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 Cooperative 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 Joint 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.
- vi. 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, Cooperative and any other Licensees; and Cooperative will make reasonable effort to cause the Outside Party to make such payment.
- vii. 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.
- viii. Cooperative shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

DATE OF ISSUE: 07-31-202401-27-2023

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ISSUED BY

TITLE: President & Chief Executive Officer

	FOR <u>ALL TERRITORY SERVED</u>
	Community, Town or City
	P.S.C. KY. NO. 10
	1st Revised Original SHEET NO. 134
FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO. 10
	Original SHEET NO. 134
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ARTICLE IX – UNAUTHORIZED ATTACHMENTS

- A. If any Attachment is made without complying with this Schedule and is identified by the Cooperative or self-reported by the Licensee ("Unauthorized Attachment"), then, without prejudice to its other rights or remedies under this Schedule or at law, Cooperative shall require Licensee to submit a notification (via the designated electronic means, if any) 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, along with supporting engineering design data for each Unauthorized Attachment. If, upon review of Appendix A:
 - i. an Unauthorized Attachment exists *with no* violations, then the Licensee shall pay to the Cooperative a one-time fee of five (5) times the current annual rental fee found in Appendix E 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 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 the Cooperative a one-time fee of five (5) times the current annual rental fee found in Appendix E and the Licensee will be granted a Permit for the attachment
- B. If Licensee has failed to provide Appendix A, as appropriate, or has not removed such Unauthorized Attachments within the 90-day timeframe, then Cooperative may remove such Attachments at the Licensee's expense and with no liability to the Cooperative, in which event the Licensee shall reimburse Cooperative upon demand for the cost incurred in making such removal and shall indemnify and hold the Cooperative 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 Cooperative's Specifications.

ARTICLE X – ABANDONMENT OF POLES, TRANSFER OF ATTACHMENTS

- A. If Cooperative desires at any time to abandon any Pole or to direct Licensee to Transfer one or more attachments for any reason, Cooperative 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, Cooperative may:
 - a. Transfer the attachment(s) at Licensee's expense (in which case Cooperative expressly disclaims and shall have no responsibility or liability related thereto, except in the case of Cooperative's gross negligence or willful misconduct); and/or

DATE OF ISSUE: <u>07-31-202401-27-2023</u>
DATE EFFECTIVE: <u>08-31-202412-28-2022</u>
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	FOR ALL TERRITORY SERVED	
	Community, Town or City	
	P.S.C. KY. NO. 10	
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SCHEDULE PA – POLE ATTACHMENTS (continued)

- b. Transfer the relevant Pole such that it becomes the property of the Licensee, as is, and the Licensee shall save, defend and hold harmless Cooperative 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 Cooperative the then depreciated value in place of the Pole to Cooperative. Cooperative 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 ARTICLE VII, when the Pole was originally set, provided the Licensee furnishes proof of such payment. However, if Cooperative 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.
- B. If, for safety or reliability purposes, it is necessary for Cooperative to Transfer, Rearrange, remove, manipulate, or otherwise impact a Licensee's attachment on an expedited basis, Cooperative may not provide Licensee with notice of its actions but may recover from Licensee the costs reasonably incurred by the Cooperative in performing such work.
- C. 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.

ARTICLE XI – ADJUSTMENT PAYMENTS

- A. For a year in which there is no Actual Inventory, the number of Poles used in calculating the adjustment payments provided for herein shall be based on the applications and any identified unauthorized attachments.
- B. For a year for which there is an Actual Inventory, the following adjustment shall be made:
 - 1. 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, whenever conducted, 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.
 - 2. If the adjustment payment so calculated pursuant to this section is greater than the payment that was actually made for that billing period, the difference shall constitute an additional amount owed by the Licensee to Cooperative; if less, the difference shall constitute an amount owed by Cooperative or a credit to the Licensee.

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DATE EFFECTIVE:	<u>08-31-202412-28-2022</u>
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TITLE: President &	Chief Executive Officer

	FORALL TERRITORY SERVED
	Community, Town or City
	P.S.C. KY. NO. 10
	_1st RevisedOriginalSHEET NO136
FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO. 10
	Original SHEET NO. 136

ARTICLE XII – RIGHTS OF OTHER PARTIES, LICENSEE

- A. If Cooperative, prior to affording a Licensee any rights pursuant to this Schedule, conferred upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its Poles covered by this Schedule, nothing herein contained shall be construed as affecting said rights or privileges with respect to attachments of such Outside Parties. Cooperative 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.
- B. No use, however extended, of Cooperative's 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. Cooperative may maintain its Poles and facilities as it sees fit in light of its own service requirements, and Licensee's rights in Cooperative's facilities shall be and remain a mere Permit for as long as authorized under the terms and conditions of this Schedule.

ARTICLE XIII - WAIVER OF TERMS OR CONDITIONS

The failure or decision of Cooperative to enforce or insist upon compliance with any of the terms or conditions of this 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.

ARTICLE XIV - 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 Cooperative's poles solely because of their use by the Licensee shall be paid by the Licensee.

ARTICLE XV – DESIGNATED CONTACT PERSON(S), NOTICES

A. Licensee shall establish and maintain a designated contact person(s) ("Designated Contact Person(s)") for ordinary maintenance requests, relocation requests, and notices from Cooperative 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 Cooperative with written contact information for each Designated Contact Person and ensure such written contact information remains current by providing Cooperative appropriate written notice of any change. Each Designated Contact Person shall be capable of providing (or acquiring) substantive, timely responses to Cooperative's inquiries or issues.

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TITLE: President & Chief Executive Officer

Approved by Order of Kentucky Public Service Commission

in Case No. 2022-00106 Dated: 12-28-2022

	FORALL	TERRITORY SER	VED
Community, Town or C		y, Town or City	
	P.S.C. KY. NO.	10	
	1 st Revised <mark>Original</mark>	SHEET NO.	137
FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	CANCELLING P.S.	C. KY. NO	10
	Original	SHEET NO.	137

- B. Unless otherwise specifically provided herein, all notices, requests, consents, demands, designations, approvals or statements required to be made under this 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.
- C. Licensee agrees to join, utilize or acquire any notification or similar system or platform identified and utilized by Cooperative to facilitate communication and the delivery of required notices and efforts related to this Schedule, including but not limited to, any notices relating to new Attachments, Transfers, relocation, abandonment or maintenance work. Notices sent through Cooperative's system or platform shall be satisfactory notice under this Schedule.

ARTICLE XVI - REMEDIES

A. Licensee may at any time terminate any right to attach an Attachment to any Pole by removing its Attachment from such pole and notifying Cooperative 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 Cooperative. No refund of any pole rental rate or other charge will be due on account of such removal. Cooperative may, in addition to seeking any other remedy available to it, suspend Licensee's rights under this Schedule (including access to Cooperative's poles) or terminate the Contract or any Permit issued under this Schedule if Licensee fails to comply with any of the provisions of this Schedule and fails within 30 days (or such longer, mutually-agreeable period if a 30 day cure period is not reasonably possible) after written notice from Cooperative to correct such noncompliance. In the event a governmental entity at any time requires Cooperative to remove one or more of its Poles, any Permit issued to Licensee for such Pole(s) shall automatically terminate, in which event Cooperative shall refund to Licensee any unearned rental payments made pursuant to this Schedule. Except as otherwise provided in this Schedule, the Licensee shall have 60 days within which to remove its Attachments from Cooperative's Pole(s) upon termination of a Permit issued under this Schedule. If the Licensee fails to remove its Attachments from Cooperative's Pole(s), Cooperative 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 Cooperative upon demand for the cost Cooperative incurred in making such removal. Attachments of Licensee which remain after the 60-day period following termination may also be assessed pole rental rates at the rates applicable to Unauthorized Attachments, until such time as such

DATE OF ISSUE: <u>07-31-202401-27-2023</u>

DATE EFFECTIVE: <u>08-31-202412-28-2022</u>

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TITLE: President & Chief Executive Officer

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	I st Revised <mark>Original</mark> ANCELLING P.S.C.	ANCELLING P.S.C. KY. NO.

Attachments are removed and notice given thereof. The Licensee shall indemnify and hold Cooperative harmless from and against all loss, liability, or expense resulting such removal, including but not limited to claims of third parties.

ARTICLE XVII - REPRESENTATIONS AND WARRANTIES

- A. In order to obtain service under this 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 Schedule, recognizing it is a party bound by this Schedule, which is fully enforceable in accordance with its terms; and (iii) confirm its execution and delivery of its obligations under this 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.
- B. 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 Cooperative's Poles as authorized herein. Licensee shall comply with the Cooperative's 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 Cooperative's safe and efficient operation of its electric distribution system, including but not limited to its poles, and the rights of Outside Parties.
- C. THERE ARE NO WARRANTIES UNDER THIS 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. COOPERATIVE SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF COOPERATIVE'S POLES AND RELATED PROPERTY AND FACILITIES.

ARTICLE XVIII – INDEMNIFICATIONS AND LIMITATIONS ON LIABILITY

A. Licensee agrees to indemnify, defend and hold harmless Cooperative, its affiliates, directors, officers, member-owners, representatives 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,

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ISSUED BY

TITLE: President & Chief Executive Officer

FARMERS RURAL ELECTRIC
COOPERATIVE CORPORATION

FOR _	ALL T	ERRITORY SERV	VED
	Community,	Town or City	
P.S.C.	KY. NO.	10	
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proceeding, investigation, subpoena or other inquiry (whether or not Cooperative 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 Schedule, its presence on or near Cooperative's 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.

- B. The obligations of this Article shall survive the conclusion of the parties' relationship under this Schedule, shall be enforced to the fullest extent permitted by applicable law and the obligations of this Article shall be construed liberally in favor of indemnification of Cooperative.
- C. The indemnification obligations of Licensee under this Article and under other provisions of this Schedule are cumulative and not exclusive. Cooperative's request for indemnification under one or more Articles shall not preclude or in any way waive or limit its ability to seek indemnification under other provisions of this Schedule.
- D. Cooperative 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 Cooperative's 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 Cooperative 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 Cooperative or its agents.
- E. 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 Cooperative's gross negligence or misconduct) related to the construction, operation and maintenance of Licensee's Attachments on or about Cooperative's poles.
- F. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ELSEWHERE IN THIS SCHEDULE, IN NO EVENT WILL COOPERATIVE OR ANY OF ITS REPRESENTATIVES 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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Approved by Order of Kentucky Public Service Commission

Dated: 12-28-2022

in Case No. 2022-00106

	FOR <u>ALL TERRITORY SERVED</u>
	Community, Town or City
	P.S.C. KY. NO. 10
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FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO. 10
	Original SHEET NO. 140
SCHEDULE PA –	POLE ATTACHMENTS (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, REGARDLESS 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).

ARTICLE XIX – CONSTRUCTION

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

ARTICLE XX – 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 Schedule, to any firm, corporation or individual, without the written consent of the Cooperative, which consent shall not be unreasonably withheld.

ARTICLE XXI – INSURANCE

- A. Policies Required. At all times, Licensee shall keep in force and effect all insurance policies as described below. Licensee shall ensure Cooperative is informed, no less than thirty (30) days in advance, of the cancellation or termination of any policy hereunder. Licensee shall name Cooperative as an additional insured on all such policies, except workers compensation.
 - 1. 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. This policy shall be endorsed to include a waiver of subrogation in favor of Cooperative. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.
 - 2. 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 \$5,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury, \$2,000,000 each occurrence.
 - 3. 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.

DATE OF ISSUE: <u>07-31-202401-27-2023</u>
DATE EFFECTIVE: <u>08-31-202412-28-2022</u>
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FARMERS RURAL ELECTRIC		
<u>COOPERATIVE CORPORATION</u>	CANCELLING P.S.C. KY. NO.	10
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4. 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 \$5,000,000 each occurrence, \$5,000,000 aggregate.

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Community, Town or City

- 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 maliciousmischief, 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.
- 6. Performance Bond. Prior to making any Attachments under this Schedule, Licensee shall provide to Cooperative a performance bond in an amount corresponding with the requirements of Appendix D. The bond shall be executed with a proper surety through a company licensed and qualified to operate in the State of Kentucky and listed with the U.S. 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 Cooperative. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this Schedule and for the payment by the Licensee of any damages, claims, liens, taxes, liquidated damages, penalties, or fees due to Cooperative which arise by reason of the construction, installation, operation, maintenance, transfer, relocation, or removal of Licensee's Attachments or Communications Facilities on or about Cooperative's Poles. This shall include claims for damages to Cooperative Facilities caused by Licensee, or its contractors and agents. Cooperative shall have the right to draw funds from the bond to recover damages to Cooperative Facilities caused by Licensee, its contractors, or agents. Provision shall be made to permit Cooperative 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.
- B. Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the state 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 Article with the same limits.
- C. Certificate of Insurance; Other Requirements. Prior to the execution of a Contract under this Schedule and prior to each insurance policy expiration date during the term of this Schedule, the Licensee will furnish Cooperative with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Schedule and workers' compensation and property insurance waivers of subrogation required by this Schedule. Cooperative shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Schedule.

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FARMERS RURAL ELECTRIC
COOPERATIVE CORPORATION

FOR ALL T	ERRITORY SERV	VED
Community,	Town or City	
P.S.C. KY. NO.	10	
1 st Revised <mark>Original</mark>	SHEET NO.	142
CANCELLING P.S.C.	KY. NO.	10
Original	SHEET NO	142

Cooperative, its board members, 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 Cooperative. Licensee shall defend, indemnify and hold harmless Cooperative and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Cooperative upon request.

- D. Limits. The limits of liability set out in this Article 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 Cooperative's or Licensee's exposure to risk.
- E. Prohibited Exclusions. No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Schedule with Cooperative except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to Cooperative's employees or agents, or (4) 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.
- F. Deductible/Self-insurance Retention Amounts. Licensee may meet all or a portion of the insurance requirements of this Article by self-insurance. To the extent the Licensee self-insures, the Licensee is not required to name additional insureds as required by this Article. The Licensee must provide to the Cooperative such evidence as required by the Cooperative demonstrating, to the Cooperative's satisfaction, the Licensee's financial ability to meet the requirements of this Article requiring insurance coverage by self-insurance. In the event the Licensee fails to meet the Licensee's insurance requirements to Cooperative's satisfaction, Licensee shall provide the insurance coverage and the additional insured endorsements in accordance with this Article.
- G. Additional Insurance. Cooperative 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 Article. In any such event, the additional premium or premiums payable solely as the result of such additional insurance coverage shall be payable by Cooperative within thirty (30) days of the Licensee providing proof of such additional premium to Cooperative and requesting payment therefor.

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FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO. 10
	Original SHEET NO. 143
SCHEDULE PA – P	OLE ATTACHMENTS (continued)

ARTICLE XXII – FORCE MAJEURE

Except as may be expressly provided otherwise, neither Cooperative nor Licensee shall be liable to the other for any failure of performance hereunder due to causes beyond its 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 Schedule.

ARTICLE XXIII - SEVERABILITY

The provisions (or parts thereof) of this Schedule shall be severable. In the event that any provision (or part thereof) of this 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 Schedule.

DATE OF ISSUE: <u>07-31-2024</u>01-27-2023

DATE EFFECTIVE: <u>08-31-202412-28-2022</u>

ISSUED BY

TITLE: President & Chief Executive Officer

					FOR AL	L TERRITORY SE	RVED
					Commun	nity, Town or City	
					P.S.C. KY. NO.	10	
'ARMERS R'	IIRAL E	LECTRIC			_1st Revised Origin	ial _SHEET NO	144
OOPERATI			<u>N</u>		CANCELLING P.	S.C. KY. NO	_10
						SHEET NO	144
		<u>SCI</u>	HEDULE PA –	POLE ATI	CACHMENTS (con	ntinued)	
APPENDIX	A						
REQUEST TO ATT		Y ATTACHMENT					
Licensee Job # Cooperative Work	Order#			o be completed b to be completed b			
	- 8						
	EST FOR AF	PROVAL TO PLA	T ATTACHMENTS OF		ompleted by Licensee)		
Company Project			Poleswith	Added Removed			
Request Date			Attachments (specify	Overlashed			
Name			quantity)	Modified			
lîtle l			Estimated	Start			
Phone			Construction Dates	Completion			
mail			Fees Submitted:	Application			
Signature:				Other			
One Touch Make-	Ready? (Yes	or No)		If yes, please att	ach section 3 (OTMR addendu	m)	
Make Ready Antic	ipated? (Ye:	s or No)		W.			
=	uction plans,	drawings, and map	os consistent with Appen	dix B			
Spreadsheet, co	_			-			
		e (number, Lat, Lor posed height) on e	=	=	placements of poles of fixtures and equipment ne	cessary	
_		chments to be place	_	Additional poles	required		
icensee will obtain a l	authorization	s, permits, and appr		ate, and Federal auth	e for approval prior to constructi orities for the Licensee's proposed		
ECTION 2 - APPR	OVAL/DENI	AL OF REQUEST	(to be completed by C	ooperative)			
Response Date			Utility Make Ready Co	onstruction Requi	ired?		
lame			Total Estimated Cost		<u> </u>		
fitle			(Detailed invoice to b	e provided)			
hone		<u> </u>	Permit #				
:mail Request	Approve		If denied, reason				
Response	Deny		for denial:				
ignature:							
					<u> </u>		
Owner hereby grant	s License to L	icensee to make A	ttachments as described	above, subject to t	he terms and conditions of the	· Tariff.	
ATE OF ISS	JE: <u>0</u>	7-31-2024 <mark>01</mark>	-27-2023				
OATE EFFEC	ΓΙVE: <u>0</u> 8	8-31-2024 <mark>12</mark> -	-28-2022				
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				y, Town or City	
		P.S	S.C. KY. NO.	10	
FARMERS RURAL ELECTRIC		<u></u>	st Revised <mark>Origina</mark>	SHEET NO	145
COOPERATIVE CORPORATIO	<u>N</u>	CA	ANCELLING P.S.	C. KY. NO	10
			Original	SHEET NO	145
SC	HEDULE PA – PO	LE ATTAC	HMENTS (cont	inued)	_
APPENDIX A (continued)					
APPENDIX A - REQUEST TO ATTACH - O To be submitted along with sections 1 Licensee Job # Cooperative Work Order #		(to	be completed by Li be completed by C		
cooperative work order #		(10	be completed by C	ooperative)	
SECTION 3 - OTMR Contractor Informat	ion				
OTMR Survey Contr	actor		OTMR Make Ready	Contractor	
Company		Same as surve	y contractor		
Survey Date		Company			
Point of Contact Name		Point of Conta	act Name		
Title		Title			
Phone		Phone			
Email		Email			
[_
Attacher	Point of Contact		Phone	or Email	_
OTMR Transfer Work Information					
Field Supervisor		Additional Co	mments:		
Title					
Phone					
Email					
Estimated Crew Size					
By submitting this application, I fully a	nd completly understar	d the One-Tou	ıch Make-Ready pro	cess, and agree to	
abide by all of the pole owning utility' all liability incurred as a result of my O	s rules and regulations	egarding joint		-	ept
Signature:		Date:			
DATE OF ISSUE: <u>07-31-2024</u>	1-27-2023				
DATE EFFECTIVE: <u>08-31-202412</u>	<u>-28-2022</u>				
ISSUED BY					
TITLE: President & Chief Executive	e Officer				
Approved by Order of Kentucky Pub in Case No. 2022-00106 Dated	olic Service Commission: 12 28 2022	on			

FOR	ALL T	ΓERRITORY SI	ERVED	
	Community	, Town or City		
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1st Revis	sed Original	_SHEET NO	146	
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		SHEET NO.		
Origin	<u>uı</u>	_SHEET NO	140	
TACHMEN	NTS (contir	ıued)		

SCHEDULE PA – POLE ATTACHMENTS (continued

APPENDIX A (continued)

Pole Attachment Certification Form

Farmers RECC, 504 S Broadway St, Glasgow, KY 42141 (270) 651-2191 (Phone), joint-use@farmersrecc.net (Email), www.farmersrecc.com (Website)

Please fill out the details below completely	
Licensee Company Name	
Application/Permit Name or Number	
Licensee Manager Overseeing All attachments with Utility	
Name	
Title	
Email	
Phone Number	
Licensee Permit Coordinator Name	
Name	
Title	
Email	
Phone Number	
Office Address	
1	
l, , certify that I have reviewed	the Cooperative's
requirements, Pole Attachment Tariff, and applicable law, and I furth all of these requirements to the best of my knowledge and ability.	
an or these reguli ements to the best of my whowledge and ability.	
Signature	Date
Reference: 807 KAR 5:015 Section 4(2)(a)a.	
DATE OF ISSUE: <u>07-31-2024<mark>01-27-2023</mark></u>	
DATE EFFECTIVE: <u>08-31-202412-28-2022</u>	
SSUED BY	
TITLE: President & Chief Executive Officer	
Approved by Order of Kentucky Public Service Commiss n Case No. 2022-00106 Dated: 12-28-2022	ion

	FORALL TERRITORY SERVED
	Community, Town or City
	P.S.C. KY. NO. 10
	1st Revised Original SHEET NO. 147
FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO. 10
	Original SHEET NO. 147
SCHEDIII E DA	DOLE ATTACHMENTS (continued)

SCHEDULE PA – POLE ATTACHMENTS (continued,

APPENDIX B – SPECIFICATIONS FOR ATTACHMENTS

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

- A. All Attachments shall be made in accordance with ARTICLE III and Cooperative's construction standards posted on its website at www.farmersrecc.com.
- B. Clearances
 - 1. Attachment and Cable Clearances: Licensee's Attachments on Cooperative Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, shall be attached so as to maintain the minimum separation specified in the most updated version National Electrical Safety Code ("NESC") or a designated separation by Cooperative based on future use. Any request for a Licensee to use reduced clearance requirements specified in NESC exceptions or table footnotes shall be substantiated to Cooperative.
 - 2. Service Drop Clearance: From the pole to the home/building the parallel minimum separation between Cooperative's service drops and Licensee's service drops shall conform to the NESC.
 - 3. Other Drop Clearances: All other drop clearances at the mid-span shall conform to the NESC. 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 shall 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).
 - 4. 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.
 - 5. Climbing Space: A clear climbing space shall be maintained at all times on the face of the pole. All Attachments shall be placed so as to allow and maintain a clear and proper climbing space on the face of Cooperative 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. 6. Pedestals and Enclosures: Every effort shall be made to install pedestals, vaults and/or enclosures at a
 - minimum of four (4) feet from poles or other Cooperative facilities, or the distance specified by Cooperative, whichever is greater. If the clearance cannot be met, the pedestal shall be bonded to the utility pole ground.

DATE OF ISSUE: <u>07-31-202401-27-2023</u>
DATE EFFECTIVE: <u>08-31-202412-28-2022</u>
ISSUED BY TITLE: President & Chief Executive Officer
Approved by Order of Kentucky Public Service Commission in Case No. 2022-00106 Dated: 12-28-2022

FOR	ALL T	TERRITORY SER	VED
	Community	, Town or City	
P.S.C. K	Y. NO	10	
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CANCE	LLING P.S.C	. KY. NO .	10
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FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION

SCHEDULE PA – POLE ATTACHMENTS (continued)

APPENDIX B – SPECIFICATIONS FOR ATTACHMENTS (continued)

C. Anchors and Guys

- 1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on Cooperative's poles by Licensee's Attachments. Anchors and guys shall be designed for the calculated loads including loading factors and strength factors specified by NESC.
- 2. Anchors and guy wires shall be installed on each Cooperative pole where an angle or a dead-end occurs of the Licensee's attached facilities. 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.
- 3. Licensee shall not attach guy wire/s to any Cooperative anchor without the Cooperative's specific prior written consent. Consent shall only be granted after Licensee provides necessary loading information to Cooperative and Cooperative determines there is enough capacity in the anchor. All Licensee loading information shall be signed and sealed by a Professional Engineer.
- 4. No Attachment shall be installed on a Cooperative pole until all required guys and anchors are installed. No Attachment shall be modified, added to, or relocated in such a way as will materially increase the stress or loading on Cooperative poles until all required guys and anchors are installed.
- 5. Licensee's down guys, if needed, shall be bonded, to the vertical ground wires of Cooperative's pole, in accordance with applicable NESC rules. If there is no vertical ground present at the pole, Licensee shall notify Cooperative and a ground will be added to pole at Cooperative's expense for Licensee to bond to.

D. Certification of Licensee's Design

- 1. Licensee's Attachment Permit application shall be signed and sealed by a professional engineer, registered in the State of Kentucky, certifying that Licensee's aerial cable design fully complies with the NESC and Cooperative's Construction Standards and any other applicable federal, state or local codes and/or requirements, or Licensee shall pay Cooperative for actual costs for necessary engineering and post-construction inspection and to ensure Licensee's design fully complies with the NESC and Electric Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements.
- 2. 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 Cooperative's facilities and other Attaching Entities' facilities that exist on the poles without regard to the condition of the existing facilities. The Cooperative may request the design calculations to verify the design is consistent with accepted industry standards.

E. Miscellaneous Requirements

in Case No. 2022-00106

1. Attachments: All Attachments shall be made on the street side of the pole unless otherwise approved by Cooperative.

Dated: 12-28-2022

	FOR ALL TERRITORY SERVED	
	Community, Town or City	
	P.S.C. KY. NO	
	1st Revised Original SHEET NO. 149	
<u>ON</u>	CANCELLING P.S.C. KY. NO. 10	
	Original SHEET NO. 149	

FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION

SCHEDULE PA – POLE ATTACHMENTS (continued)

APPENDIX B – SPECIFICATIONS FOR ATTACHMENTS (continued)

- 2. 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 Cooperative and a ground will be added to pole at Cooperative's expense for Licensee to bond to.
- 3. Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
- 4. Communication Cables: All communications cables/wires not owned by Cooperative shall be attached within the communications space that is located below the Communication Worker Safety Zone. All attachment clearances shall be based on vertical spacing as specified in the NESC. Licensee pole standoff brackets shall not lessen the vertical clearance in any way.
- 5. Riser Installations: All Licensee's riser installations shall be in Cooperative-approved conduit materials. Ground wires shall be attached directly to pole.
- 6. 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 Cooperative 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 Cooperative encounter any Attachments without required permanent identification markers, Cooperative 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, Cooperative reserves the right to charge all Licensee for all costs and expenses incurred by Cooperative to identify the untagged Attachments.
- 7. 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 Tariff. Additionally, any newly proposed mid-span taps must receive prior approval under Article IV of this Tariff.

DATE OF ISSUE: <u>07-31-202401-27-2023</u>

DATE EFFECTIVE: <u>08-31-202412-28-2022</u>

ISSUED BY_

TITLE: President & Chief Executive Officer

Approved by Order of Kentucky Public Service Commission in Case No. 2022-00106 Dated: 12-28-2022

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FARMERS RUR	AL ELECTRIC	<u>Original</u>	SHEET NO	149.001
FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION		CANCELLING P.	S.C. KY. NO	
			SHEET NO.	
	SCHEDULE PA – POLE	ATTACHMENTS (con	ntinued)	
APPENDIX C =	BILL OF SALE (template)			
	DIEE OF SHEE (template)			
	BILL	OF SALE		
Agreeme	ent made this day of	, 20 , by an	ıd between, a compa	any/corporation
with a principal o	ffice in,, hereinafter	called Buyer, and	, a	
	tion, with a principal office in, hereinafter called Seller.	, authorized to d	o and doing busines	ss in,
	in consideration of the sum of \$	to it	in hand paid an	d other valuable
considerations, pa	ayable to Seller in immediately availab	ole funds, the receipt of	all of which is hereb	by acknowledged,
	resents does hereby bargain, sell, demi e rights, title, interest and claim the			
	County,			nowing 1 ole(s)
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				-
A	ditional locations on attached			J
	et to the following terms and condition			
	purchasing the equipment described a ondition, with all faults.	bove in reliance upon its	personal inspection	n and in an "as is"
	akes no warranties, express or implied			
	bill of sale good title to the equipme			
	erality of the foregoing, SELLER MITENT, CONDITION, MERCHANTA			
-	OMMUNICATIONS FACILITIES.	ibiliti, oktiliklor	71010717111111100	Erik Fold ose
	UNDERSTANDS THAT THE SEL			
OR OTHER HAZARDOUS MATERIALS. BUYER REPRESENTS AND WARRANTS THAT IT WILL HANDLE AND TREAT SUCH FACILITIES, INCLUDING BUT NOT LIMITED TO, THE FACILITIES				
CONTAINING LEAD, IN COMPLIANCE WITH ALL ENVIRONMENTAL LAWS, INCLUDING, BUT NOT				
LIMITED TO	O, PROCURING ALL R	REQUIRED PERMI	ITS AND O	CERTIFICATES.
DATE OF ISSUE:	<u>07-31-202401-27-2023</u>			
DATE EFFECTIVE	E: <u>08-31-202412-28-2022</u>			
ISSUED BY				
TITLE: President &	& Chief Executive Officer			

Approved by Order of Kentucky Public Service Commission in Case No. 2022-00106 Dated: 12-28-2022

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	Commun	ity, Town or City	
	P.S.C. KY. NO.	10	
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FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	CANCELLING P.S	S.C. KY. NO.	
		SHEET NO.	
SCHEDIII E DA	POLE ATTACHMENTS (con	timuad)	

APPENDIX C – BILL OF SALE (template) (continued)

- 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.
- 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 Telecommunication 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 Telecommunication 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 TELECOMMUNICATION 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 or interest associated with the Telecommunications Facilities and Seller expressly retains all such rights, licenses and interests.

DATE OF ISSUE: <u>07-31-202401-27-2023</u>

DATE EFFECTIVE: <u>08-31-202412-28-2022</u>

ISSUED BY_

TITLE: President & Chief Executive Officer

Approved by Order of Kentucky Public Service Commission in Case No. 2022-00106 Dated: 12-28-2022

	FORALL TERRITORY SERVED	
	Community, Town or City	
	P.S.C. KY. NO	
FARMERS RURAL ELECTRIC	Original SHEET NO. 149.003	_
COOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO.	_
	SHEET NO	
SCHEDULE PA -	- POLE ATTACHMENTS (continued)	_

APPENDIX D - PERFORMANCE BONDS

A performance bond in the amount of \$10,000 or \$100 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: <u>07-31-2024</u>01-27-2023

DATE EFFECTIVE: <u>08-31-202412-28-2022</u>

ISSUED BY

TITLE: President & Chief Executive Officer

Approved by Order of Kentucky Public Service Commission

in Case No. 2022-00106 Dated: 12-28-2022

	FORALL TERRITORY SERVED	
	Community, Town or City	
	P.S.C. KY. NO. 10	
FARMERS RURAL ELECTRIC	Original SHEET NO. 149.004	
COOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO	
	SHEET NO	
SCHEDULE PA –	POLE ATTACHMENTS (continued)	_

APPENDIX E – FEES AND CHARGES

Licensee shall pay to Cooperative the fees and charges and shall comply with the terms and conditions specified in the Schedule. Unless otherwise expressly provided, Licensee shall pay any invoice it receives from Cooperative pursuant to this Schedule within 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.

The estimated cost of a survey conducted by Cooperative under this Schedule, on a per-pole basis, is \$56.27 Actual survey costs may differ from this estimate and will be the responsibility of the Licensee, consistent with the terms of this Schedule.

Cooperative will invoice Licensee in arrears with respect to amounts owed annually for each of Licensee's Attachments, at the following rates for each full or partial year:

Two-party pole attachment	\$3.97
Three-party pole attachment	\$3.48
Two-party anchor attachment	\$6.13
Three-party anchor attachment	\$4.04
Two-party Grounding attachment	\$0.30
Three-party Grounding attachment	\$0.18

DATE OF ISSUE: <u>07-31-202401-27-2023</u>

DATE EFFECTIVE: <u>08-31-202412-28-2022</u>

ISSUED BY_

TITLE: President & Chief Executive Officer

Approved by Order of Kentucky Public Service Commission

in Case No. 2022-00106 Dated: 12-28-2022

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	FOR ALL TERRITORY SERVED Community, Town or City P.S.C. KY, NO. 10
FARMERS RURAL ELECTRIC	2nd Revised SHEET NO. 112
COOPERATIVE CORPORATION	CANCELLING P.S.C. KY, NO. 10
	1st Revised SHEET NO. 112
SCHEDULE P	A – POLE ATTACHMENTS

ARTICLE I - OVERVIEW

APPLICABLE

To all territory served.

AVAILABLE

To cable television system operators, telecommunications carriers, broadband internet providers, and governmental units that proceed in compliance with this Schedule. No attachment(s) shall be made to Cooperative's Poles unless and until Cooperative has approved such attachment(s) following receipt of an appropriate application and an acknowledgement of the applicability of this Schedule. Parties with joint use agreements with the Cooperative are excluded from this Schedule. Nothing in this Schedule is intended to expand the right to attach to Cooperative's Poles beyond those rights otherwise conveyed by law. Cooperative 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 Schedule includes the Cooperative's rates, terms, and conditions governing attachments to Cooperative's 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. Capitalized terms not defined herein shall have the meaning prescribed in the Pole Attachment Regulation.

WEBSITE

Additional information regarding the Cooperative's Pole Attachment services may be found at www.farmersrecc.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 Makeready; (iii) construction standards for Attachments; and (iv) contact information for primary and alternate Cooperative personnel responsible for invoicing, payment, Make-ready work, and escalation of disputes related to Pole Attachments.

APPENDICES

This Schedule includes the following appendices:

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

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in Case No.	Da	ted:	
Approved by	Order of Kentucky I	Public Service Con	nmission
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		time Kee	*****
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DATE OF IS	SUE: <u>07-31-202</u>	4	

	Communi		
	P.S.C. KY. NO.	10	
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RMERS RURAL ELECTRIC OPERATIVE CORPORATION	CANCELLING P.S	.C. KY. NO	10
	Ist Revised	SHEET NO	113

ARTICLE II - EXPLANATION OF TERMS

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

- A. Actual Inventory is a complete count of all Attachments on Poles to which the Licensee is attached.
- B. **Approved Contractor** is a contractor identified on Cooperative's website at www.farmersrecc.com as appropriately qualified and approved by the Cooperative to provide self-help surveys or Make-ready services.

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(N)

- C. Attached Pole is a pole for which shared use is established or continued pursuant to the terms of this tariff.
- D. Attachment is any Licensee cable, wire, strand, circuit, service drop, permitted over-lashing, appurtenance, equipment, pedestal or apparatus of any type attached to the Cooperative's Pole.
- E. Certification Form is a form an applicant is required to submit to the Cooperative with each Application (i) certifying the person filing the Application has reviewed the Cooperative's 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 the Cooperative; and (iii) identifying appropriate applicant personnel associated with each Application who shall be responsible for coordinating with the Cooperative and ensuring that Attachment-related issues are addressed in a timely manner. A copy of the Cooperative's Certification Form may be found at www.farmersrecc.com.
- F. 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.
- G. 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.
- H. 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.
- I. Cost in Place is the cost of a bare Pole, labor to install the Pole and associated overheads, including engineering.

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ISSUED BY TITLE: President & Ø	Enter Executive Officer	
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		1.5.C. A1, NO.	1.U	
		2nd Revised	SHEET NO	114
	RAL ELECTRIC <u>'E CORPORATION</u>	CANCELLING P.	S.C. KY. NO	1 ()
		1 st Revised	SHEET NO	114
	SCHEDULE PA - POLE	ATTACHMENTS (co	ntinued)	
)	Fish Valuma Oudays are manages or	high and to establish		
ð.	High Volume Orders are requests we Cooperative's Poles in Kentucky or to	o no more than 3,000	Poles, whichever	is less, and are not
	Lesser Volume Orders. Cooperative request if the requests are submitted w		_	le applicant as one
K.	Licensee means a cable television syst			hroadhand internet
Α.,	provider, or governmental unit seeking Pole.			
I.,	Lesser Volume Orders are requests	which seek to attach to	no more than ze	ro and seventy-five
**************************************	hundredths percent (0.75%) of Coope			•
	whichever is less. Cooperative may tro	•	-	
	the requests are submitted within the sa	ime calendar month.	~	Î
M.	Make-ready is all work necessary or	appropriate to make	space for or other	wise accommodate
	new or changed Attachments, includin	g, if necessary or appro	priate, Rearrange	ments, removal and
	replacement of the pole, Transfers and	other work incident the	ereto.	
N.	Make-ready Costs are all costs nece	essary for Cooperative	to prepare its P	oles for Licensee's
	Attachments, including the costs of ma	aterials, labor, engineer	ing, applicable ov	erhead charges and
	administrative costs. Included among	Make-ready Costs are	the costs of install	ing or changing out
	Poles, cost of installation and/or remo			
	temporary construction and all other			
	Make-ready Costs shall include cos			
	standards caused by Licensee; however	•		Application of the control of the co
	attachments, or third-party or utility			
	reliability and pole-owner construction			
	equipment were out of compliance bea	cause of work perform	ed by a party other	r than the Licensee
^	prior to the new attachment.	M 4. 0 0	T	
O.	Outside Party is any person or entity		e or licensee tha	is also attached to
'n	Cooperative's Poles consistent with law		grangeriantinum finali	Step maken man most medium.
Р.	Overlashing means to place an additi			-
	Attachment or messenger already secu- cable communications facility capacity			
Q.	Permit means authorization from Coo			
∀ ∙	this Schedule.	permitte in me Fineiise	t to anath an Allo	canca pusuan o
	uns schedule.			
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	2nd Revised	SHEET NO	115
IL ELECTRIC CORPORATION	CANCELLING P.S	S.C. KY. NO.	E O
	L st Revised	SHEET NO.	115
SCHEDULE PA – POL	E ATTACHMENTS (cor	tinued)	
Pole means any pole owned or c primarily to support outdoor lightin	•		•
kV).	G		*
Rearrange or Rearrangement is the	he moving of Attachment	s from one positi	on to another on a
Pole.			
Service Drop means a wire or line	e used to connect service	es to a single cus	tomer, building or
location by means of any attachment	t to a Pole. A Service Dro	op shall run direct	ly from a Pole to a
specific customer, without the use of	any other poles.		
Simple Make-ready is Make-ready of a Pole could be rearranged with	out any reasonable expec	tation of a service	e outage or facility
damage and does not require splic Wireless Facility. Simple Make-read			ion of an existing
Space is the linear portion of a pole	-		ence of one of the
parties (subject only to the exception	-		c use of one of the
Special Contract is a pole attachn	•	*	v Coonerative and
applicant: (i) when applicant's requ	~	_	* *
or three percent (3%) of Cooperativ			
three (3) separate Applications ave			· ·
Cooperative's Poles in Kentucky for	-		-
provision shall be inapplicable in th	•		•

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ALL TERRITORY SERVED

Community, Town or City

FARMERS RURAL ELECTRIC **COOPERATIVE CORPORATION**

attachments;

spaces.

TITLE: President & Chief Executive Officer

07-31-2024

Approved by Order of Kentucky Public Service Commission Dated:

Cooperative and applicant personnel;

6. The timing of surveys and Make-ready.

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:

total cost for Make-ready work for each project or line of each project.

5. The cadence, location and necessary personnel for each project; and

2. Direction from the applicant regarding Make-ready work that Cooperative can complete without further direction from applicant, including: (i) The maximum cost per Pole; (ii) The

3. Applicant's prioritization of projects of its applicant has submitted multiple requests for

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 Cooperative and all Attachments and strong enough to meet the requirements of the specifications mentioned in ARTICLE III for the Cooperative facilities and Attachments ordinarily placed by the parties in their respective

Contact information, including phone numbers and email addresses, for all necessary

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in Case No.

DATE EFFECTIVE: 08-31-2024

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	FOR ALL TERRITORY SERVED Community, Town or City
	P.S.C. KY. NO. 10
	2nd Revised SHEET NO. 116
ARMERS RURAL ELECTRIC OOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO. 10
	1 st Revised SHEET NO. 116
SCHEDULE PA -	POLE ATTACHMENTS (continued)

Y. Supply Space is the following described space:

For Cooperative, 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 Cooperative upon request.

- A. 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 ARTICLE III and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or 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.
- B. In the event Cooperative installs a pole larger than the Standard Pole solely in anticipation of its future requirements or additions, the Supply Space for Cooperative, as defined above, for that pole shall be increased to include the additional above ground space provided by Cooperative. 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 ARTICLE III.
- Z. Transfer is the removal of Attachments from one Pole and the placement of them or substantially identical Attachments upon another Pole.
- AA. 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.

ARTICLE III -- ATTACHMENTS TO POLES

A. 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 National Electrical Safety Code and subsequent revisions thereof ("NESC"), the National Electrical Code ("NEC"), the Occupational Safety and Health Act ("OSHA") and Rural Utilities

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in Case No.	Dated:		

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		£,3,C, K1, 14O.	MAAA AA	es anda da d a de folo folo de 1944 que en como una esta mensa que en que que es a partir en en en en en en en en
nankanno na	en a e en escorereco	2nd Revised	SHEET NO	1
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**************************************	SCHEDULE PA – POLE AT	TACHMENTS (cor	rtinued)	**************************************
9999990 0 78888		**************************************	abilitrasis (same proposed and same specific same shows a second same same same same same same same same	high de mille highly group op a market market my grown a see a see highly and a programme a see support,
	Service ("RUS"); (3) lawful requirement reasonable requirements of Cooperative, be amended from time to time). The re minimum requirements and reasonable, ad Cooperative in its discretion. To the ext most stringent of them shall apply.	including those set equirements of the iditional requirement ent any requiremen	forth in APPEND NESC, NEC, OS ts may be required ts or specification	IX B (as each may HA, and RUS are t, as determined by s may conflict, the
В.	Cooperative reserves the right to amend A conditions in the local market, technologic changes in federal, state, or local law. Any apply prospectively only, except to the epermitted Attachments that become a grandfathered and exempted from the required by law, and only until such repaired, replaced, or overlashed, at who compliance with the specifications of APP	cal advances, busines amendment to the acceptance of the Artacha time as the Attacha ich point Licensee (ENDIX B then in einer allere and the Artacha ich point Licensee (ENDIX B then in eine amendment and ENDIX B then in eine amendment	ess requirements, parameters,	colicy initiatives, or mendment") shall ical law. Existing, endment shall be otherwise specified moved, upgraded, ttachment into full
C.	Each Licensee shall place, Transfer and F anchors to maintain all loads caused by accommodate the Attachments of the Lice Licensee and to the reasonable satisfaction in effect prior to the installation of Attach attempt at all times to execute work pro- service of Cooperative or an Outside Party	its Attachments. A ensee shall be provi- n of Cooperative. As ments. Each applica emptly and in such	my guying or and ded by and at the nehors and guys sl nt/Licensee shall,	horing required to full expense of the nall be in place and with due diligence,
D.	Licensee shall exercise precautions to a Parties, and Licensee assumes responsibil actions or failures to act, including those Licensee shall make an immediate report damage to facilities and, in addition to suctor reimburse Cooperative for the reaso	twoid damage to fall lity for any and all lof its employees, ag to Cooperative upoch other obligations	loss or damage ca ents, contractors, a n Licensee's disco as Licensee may l	used by Licensee's and subcontractors. overy of any loss or nave, hereby agrees
E.	addressing damage caused by Licensee. To further the goals of communication a Cooperative may conduct information me online or in person. Licensee will make ev	etings annually or 1	more frequently as	
ARTICLE IV-	- ESTABLISHING ATTACHMENTS TO P	OLES		
A.	APPLICATION. Before any person or eshall comply with the requirements set in			
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DATE EFFECTI	VE: <u>08-31-2024</u>			
ISSUED BY -	Id Man			
TITLE: Presider	t Schief Executive Officer			

Approved by Order of Kentucky Public Service Commission in Case No. _____ Dated: _____

	FOR <u>ALL TERRITORY SERVED</u>
	Community, Town or City
	P.S.C. KY. NO. 10
MATTO BUT AT ME POURSO	2nd Revised SHEET NO. 118
RMERS RURAL ELECTRIC OPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO. 10
	1st Revised SHEET NO. 118
SCHEDULE PA	POLE ATTACHMENTS (continued)
by Cooperative along with a sauthorization from Cooperative receive Cooperative's authoriz (as defined herein), which a Cooperative. 1. No application or payn utilizing Communication shall conform to Appendent not create additional Cor. 2. A party, without following below its specifically-a Attachments if the exist any Outside Party's oper. 3. If a person or entity expattach to more than zer. Poles in Kentucky (or reasonably practicable (a Application(s)), the perdescribing the details of to be impacted, relevant. 4. For attachments involving the one-touch Make-ready shall elect the OTMR processed pursuant to See B. PROCEDURE. 1. Review for Completeness in Cooperative on its merits. (10) business fewer Poles. complete its	ing the procedures outlined herein, may utilize vertical unused space authorized space for terminals, risers or other reasonable vertical ting use of the Pole is authorized, such use does not interfere with rations, and such use complies with the terms of this Schedule. Sects to submit an Application (or series of Applications) seeking to ro and seventy-five hundredths percent (0.75%) of Cooperative's to more than 500 Poles, whichever is less), then as soon as and in no event less than ninety (90) days before submission of such arson or entity shall provide written notification to Cooperative of the expected Application, including location and number of Poles timelines, expected Make-ready, and similar information. In gonly Simple Make-ready, an applicant may elect to proceed with dy ("OTMR") process described in Section C, below. An applicant process in writing in its Application and shall identify the Simple perform. It is the responsibility of the applicant to ensure it or its letermines if the relevant Make-ready is Simple Make-ready or Applications not electing the OTMR process shall proceed and be ection B, below.

DATE OF ISSUE: 07-31-2024

DATE EFFECTIVE: 08-31-2024

ISSUED BY TITLE: President & Chief Executive Officer

Approved by Order of Kentucky Public Service Commission in Case No. Dated:

	FOR ALL TERRITORY SERVED Community, Town or City
	P.S.C. KY. NO. 10
DAAFDC BIJDAT EI BOTDLO	2nd Revised SHEET NO. 119
RMERS RURAL ELECTRIC DOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO. 10
	1st Revised SHEET NO. 119
SCHI	EDULE PA – POLE ATTACHMENTS (continued)
iii. 2. Surveys i.	signed Certification Form and provides Cooperative the information necessary under this Schedule and Appendix A (or under a Special Contract, if applicable) to make an informed decision on the Application and is accompanied by the prepayment of estimated survey costs consistent with Appendix E. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within the same calendar month. An Application will be considered complete unless, within the time prescribed above after Cooperative's receipt of same, Cooperative notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding including citations this Tariff and the Pole Attachment Regulation. 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 Cooperative reviews the Applications for completeness Prioritizing a new Application resets the respective review time period of the applicant's deprioritized Applications under review by Cooperative. An applicant may submit a survey with an Application for five hundred (500) of fewer Poles, which Cooperative shall accept if the applicant used an Approved Contractor for surveys listed on Cooperative's website and the survey was conducted no more than thirty (30) days before submission of the Application Cooperative shall conduct surveys for all Applications exceeding five hundred (500) Poles. Following its receipt of a complete Application, Cooperative 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 Regulations. Except as otherwise provided herein, the following timeframes apply: a. With respect to Lesser Volume
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	1st Revised	SHEET NO	120
SCHEDULE PA -	POLE ATTACHMENTS (con	tinued)	···············

has 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 the Cooperative's Poles in Kentucky.

- 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 Cooperative's poles in Kentucky, unless Cooperative owns or controls fewer than five hundred (500) Poles in Kentucky.
- 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 a Cooperative's survey. Cooperative 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.

3. Make-Ready Estimates

- i. Within fourteen (14) days of providing a response granting access to an applicant following a survey, Cooperative 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"). Cooperative 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.
- Cooperative's 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, Cooperative shall invoice applicant for the Make-Ready Estimate. Invoices for Make-ready Estimates shall clearly identify the Application on project for which payment is requested.

DATE OF ISSUE: 07-31-2024

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ISSUED BY

TITLE: President & Objet Executive Officer

Approved by Order of Kentucky Public Service Commission in Case No.

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COOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO. 10
	1st Revised SHEET NO. 121
SCH	EDULE PA – POLE ATTACHMENTS (continued)
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-re	
1.	Within seven (7) days (or sooner, if practical) of Cooperative's receipt of
	payment for survey costs and the Make-ready Estimate, Cooperative 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: State where and what Make-ready will be performed; 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); State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified Make-ready before the date established for completion; State that, if Make-ready is not completed by the completion date established by Cooperative, the applicant may complete the Make-ready; and State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure. 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
DATE OF ISSUE: <u>07-31-2024</u>	specified Make-ready before the date established for completion;

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SCH	IEDULE PA – POL	E ATTACHMENTS (co	ontinued)	TO SECURE A Sign of MAX Palabaharan Santa and Committee Security (Security Security
ii. 5. Final b	vi. Cooperative will attachers' contact notices. The app attachers to encore Cooperative. Cooperative will established in the avoice Within a reasonal Cooperative compain. ii. ii. iv. b. Upon receive to the app make Attachers	State that Cooperative madditional days to compose Attachment Regular State that if Make-ready date established by Coothe Make-ready; and State the name, telephoperson to contact for moprocedure. provide the applicant at information and addrolicant shall be respondinge complete its own Marelevant notice(s). The period, not to exceed bletes its Make-ready, Cook detailed, itemized find incurred if the final surveany estimate was previously estimate was previously estimate was previously. A detailed, itemized fin requested and reasonably Costs to accommodate Costs differ from the estimate the applicant. Final invoices shall clear for which payment is requested and reasonably costs to accommodate costs differ from the estimate proviously applicant. Final invoices shall clear for which payment is requested and reasonably costs to accommodate costs differ from the estimate proviously applicant. Final invoices shall clear for which payment for final in Application or project for payment for the plicant authorization (a Ftachments in accordance shall have 180 days from the provious property of the plicant authorization (a Ftachments in accordance shall have 180 days from the plicant authorization (a Ftachments in accordance shall have 180 days from the plicant authorization (a Ftachments in accordance shall have 180 days from the plicant authorization (a Ftachments in accordance shall have 180 days from the plicant authorization (a Ftachments in accordance shall have 180 days from the plicant authorization (a Ftachments in accordance shall have 180 days from the plicant authorization (a Ftachments in accordance shall have 180 days from the plicant authorization (a Ftachments in accordance shall have 180 days from the plicant authorization (a Ftachments in accordance shall have 180 days from the plicant authorization (a Ftachments in accordance shall have 180 days from the plicant authorization (a Ftachments in accordance shall have 180 days from the plicant authorization (a Ftachments in accordance shall have 180	plete Make-ready, tion; is not completed perative, the appliance number, and core information above information above information above information above information above ess where the Cosible for coordinative-ready by the dake-ready consisted invoice of the accept costs for an Apple paid for the surpaid; and all invoice, on a per paid; and all in	by the completion cant may complete email address of a out the Make-ready (s) and the existing experative sent the sting with existing ates established by ent with the dates (120) days after vide: tual survey charges olication differ from vey work or if no tole-by-pole basis if actual Make-ready e final Make-ready e final Make-ready plication or project early identify the imade. perative shall grant elevant Poles and to this Schedule. The

Permit to complete attachment of Licensee's Attachment. If the Attachment has not been completed within the 180-day period, the

DATE OF ISSUE: 07-31-2024 DATE EFFECTIVE: <u>08-31-2024</u> ISSUED BY
TITLE: President & Chief Executive Officer

Approved by Order of Kentucky Public Service Commission in Case No. Dated:

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	Original	SHEET NO	123	LA MANUSCO, HITTO
SCHEDULE PA	POLE ATTACHMENTS (co.	ntineral)		

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, License shall not be reimbursed any fees or charges associated with any surveys or Make-ready.

Licensee shall notify Cooperative within 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 Cooperative at least ninety (90) days from receipt in which to inspect the Attachment. Cooperative 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 Cooperative discovers damage or code violations caused by the Attachment, then Cooperative will inform Licensee and provide adequate documentation of the damage or code violations. Cooperative 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 Cooperative. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative 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 Cooperative's rights and remedies with respect to enforcement of Licensee's obligations beyond initial attachment.

6. Deviations from Make-Ready Timeline

- Cooperative may deviate from the time limits specified in this Schedule before
 offering an estimate of charges if the applicant failed to satisfy a condition in this
 Schedule.
- ii. Cooperative may deviate from the time limits established in this Schedule during performance of Make-ready for good and sufficient cause that renders it infeasible for Cooperative to complete make-ready within the time limits established. If Cooperative 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. Cooperative shall deviate from the time limits established for a

DATE OF ISSUE:	07-31-2024	
DATE EFFECTIVE:	08-31-2024	
	as May	NAME.
TITLE: <u>President & «</u>	Chief Executive Officer	
Approved by Order o	f Kentucky Public Service Commis	ssion
in Case No.	Dated:	

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·	onger than necessary to comp		esume Make-read

iii. Cooperative 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

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.

7. Self-Help Remedy

- Should Cooperative or an Outside Party decline or fail to complete its prescribed steps within the time limits established in this Schedule, then an applicant may elect to hire an Approved Contractor to complete the step as specified in this subsection.
- Cooperative and any Outside Party to be present for any work conducted as part of the self-help remedy.
- iii. An applicant shall use commercially reasonable efforts to provide Cooperative 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.
- iv. Any self-help remedy shall be performed in compliance with the terms of this Tariff, the Pole Attachment Regulation, and the Cooperative's construction standards listed on its website at www.farmersrecc.com.
 - Self-help shall not be available for pole replacements. Only Cooperative or its designee may conduct pole replacements.

C. PROCEDURE (OTMR)

Review for Completeness.

i. Cooperative will review each Application for completeness before reviewing it on its merits. An Application is considered complete only if it provides Cooperative the information necessary under this Schedule and Appendix A to make an informed decision on the application. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.

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DATE EFFECTIVE:	08-31-2024	
ISSUED BYZ	16-74	
TITLE: President & C	hier Executive	Officer
Approved by Order of	Kentucky Publi	c Service Commission
in Case No.	Dated:	

	FOR ALL TERRITORY SERVED Community, Town or City
	P.S.C. KY. NO. 10
	1st Revised SHEET NO. 125
FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	CANCELLING P.S.C. KY, NO. 10
	Original SHEET NO. 125
SCH	EDULE PA – POLE ATTACHMENTS (continued)
ii.	An Application will be considered complete unless, within ten (10) business days after Cooperative's receipt of same, Cooperative notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding.
2. <u>Survey</u>	
i, ii. iii.	An applicant shall be responsible for all surveys required as part of the OTMR process. An applicant shall use Cooperative or an Approved Contractor to conduct any survey pursuant to the OTMR process An applicant shall allow Cooperative and any affected Outside Party to be present for any field inspection conducted as part of its survey. An applicant shall use commercially reasonable efforts to provide Cooperative 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. Applicati	the inspection. on Review on Merits
i,	Cooperative 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. a. During the applicable timeframe for review following Cooperative's receipt of a complete Application, Cooperative 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. If Cooperative denies an Application on its merits, then Cooperative's decision shall be specific, shall include all relevant evidence and information supporting its decision, and shall explain how the evidence and information relate to a denial of access.
4. <u>Make-rea</u> i.	dy. If an Application is approved by Cooperative and if the applicant has provided to Cooperative and relevant Outside Parties at least fifteen (15) days prior written notice of the necessary or appropriate Make-ready, the applicant may
DATE OF ISSUE: <u>07-31-2024</u>	
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ISSUED BY 12 TITLE: President &	Rijef Executive Officer
Approved by Order of in Case No.	f Kentucky Public Service Commission Dated:

	FOR ALL TERRITORY SERVED Community, Town or City
	P.S.C. KY. NO. 10
FARMERS RURAL ELECTRIC	1st Revised SHEET NO. 126
COOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO. 10
	Original SHEET NO. 126
SCH	EDULE PA – POLE ATTACHMENTS (continued)
	proceed with Make-ready. An applicant shall use Cooperative 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 Cooperative and Outside Parties a reasonable opportunity to be present for any Make-ready.
iii.	An applicant/Licensee shall immediately notify Cooperative and any affected Outside Party if Make-ready damages the equipment of Cooperative or an
	Outside Party or causes an outage that is reasonably likely to interrupt the service of Cooperative or an Outside Party.
ív.	If an applicant/Licensee or Cooperative 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 B, above, and Cooperative shall provide the notices and estimates required as soon as reasonably practicable.
-	ready Timeline Licenses shall notify Cooperative and affected Outside Parties within fifteen (15)
i. ii,	Licensee shall notify Cooperative and affected Outside Parties within fifteen (15) days after completion of Make-ready pursuant to the OTMR process. Licensee shall notify Cooperative within fifteen (15) days of completion of an Attachment to a particular Pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the Attachment. Cooperative shall have fourteen (14) days after completion of its inspection to notify Licensee of any damage or code violations caused by the Attachment, then Cooperative discovers damage or code violations caused by the Attachment, then Cooperative will inform Licensee and provide adequate documentation of the damage or code violations. Cooperative 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 Cooperative. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative 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 Cooperative's rights and remedies with respect to enforcement of those obligations beyond initial attachment.
DATE OF ISSUE: 07-31-2024	

DATE EFFECTIVE: 08-31-2024

ISSUED BY TITLE: President & hief Executive Officer

Approved by Order of Kentucky Public Service Commission in Case No. Dated:

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FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	CANCELLING P.S.C. KY, NO. 10	***
	Original SHEET NO. 127	•
SCHEDULE PA -	POLE ATTACHMENTS (continued)	iden.

D. OVERLASHING

- 1. Any person or entity seeking to overlash existing facilities attached to Cooperative's Poles shall provide advance written notice to the Cooperative describing the proposed activity along with submission of the complete information required under APPENDIX A, excluding a pole-loading analysis certified by a professional engineer licensed in Kentucky, in the method and form reasonably required by Cooperative. The notice shall be provided to Cooperative not less than thirty (30) days prior to the proposed activity. Failure to provide advance notice as described herein with result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.
- 2. Following receipt of the notice described in the preceding subsection, Cooperative may determine the proposed overlashing will create a capacity, safety, reliability, or engineering issue; in such an event, Cooperative 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.
- 3. 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 Cooperative 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.
- 4. An overlashing party shall notify Cooperative within fifteen (15) days of completion of the overlash on a particular pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the overlash. Cooperative 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 Cooperative discovers damage or code violations caused by the overlash on equipment belonging to Cooperative, then Cooperative will inform the overlashing party and provide adequate documentation of the damage or code violations. Cooperative 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 Cooperative. Overlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative 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 Cooperative's rights and remedies with respect to enforcement of those obligations beyond initial attachment.

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	Original	_SHEET NO	128	
SCHEDULE PA -	POLE ATTACHMENTS (contin	muert)		

ARTICLE V - RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

Cooperative 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 Cooperative 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 Cooperative's Poles, no liability on account thereof shall attach to Cooperative. If requested by Cooperative, Licensee shall submit satisfactory evidence of its rights to place its attachments upon a property. Licensee shall indemnify, defend, and hold harmless Cooperative 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 Cooperative's Poles, Cooperative 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 Cooperative's Poles immediately after receiving notice from Cooperative 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 Cooperative with respect to any losses incurred related to the Attachment.

Right-of-way clearing necessary for the operation of the Cooperative's distribution system shall be performed by Cooperative 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 Cooperative's permission prior to conducting any such clearing activity near Cooperative's 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 Cooperative 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 a timeframe suitable to Cooperative, as determined in its sole discretion, Cooperative may perform the necessary clearing and invoice the Licensee for the costs and expenses associated therewith.

ARTICLE VI - MAINTENANCE OF POLES AND ATTACHMENTS; CONTRACTORS

- A. Licensee shall, at all times and at its sole expense, make and maintain all of its Attachments in accordance with the specifications mentioned in ARTICLE III 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 Cooperative.
- B. 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

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ISSUED BY	Chief Executive Officer		
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E. Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule) as if each such agent, contractor and subcontractor were the Licensee for purposes of this Schedule. Licensee shall ensure that Cooperative 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 Cooperative has such rights against Licensee under this Schedule. Licensee shall indemnify Cooperative 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.

ARTICLE VII - INVENTORY (AUDIT) AND INSPECTIONS

- A. ACTUAL INVENTORY. The Cooperative 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; 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. Licensee and all Outside Parties shall cooperate and participate in the Actual Inventory. Licensee and all Outside Parties shall reimburse Cooperative 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 Cooperative's poles.
- B. RESERVED.
- C. LICENSEE-SPECIFIC INSPECTION. If the Cooperative has reasonable suspicion of a significant number of violations with respect to a particular Licensee, Cooperative may perform an inspection specific to Licensee's Attachments. In the event such inspection finds a discrepancy rate higher than five percent (5%) (calculated as the number of Unauthorized or Non-Compliant Licensee Attachments + total number of Licensee Attachments), Licensee shall reimburse Cooperative for all costs and expenses associated with the inspection. At least three (3) months prior to any such safety inspection, Cooperative 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.

D.	CORRECTIONS. If any of Licensee's Attachments fail to conform with the techn requirements and specifications of this Schedule, Licensee shall, upon notice by Coopera correct such nonconformance within thirty (30) days of notification of such nonconformation.	tive,
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DATE EFFECTIV	/E: <u>08-31-2024</u>	
ISSUED BYTITLE: President	& Chief Executive Officer	
Approved by Orde in Case No.	er of Kentucky Public Service Commission Dated:	

	FOR ALL TERRITORY SERVED Community, Town or City		
	P.S.C. KY. NO. 10		
	1st Revised SHEET NO. 131		
FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO. 10	*********	
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provided however, that Cooperative may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Cooperative's 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, Cooperative may elect to do such work itself, and Licensee shall reimburse Cooperative for all actual costs and expenses incurred in connection therewith. Cooperative 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 Cooperative's gross negligence or misconduct. Failure by Cooperative to inspect Licensee's conformance to the technical requirements and specifications listed in ARTICLE III or to take action on its own to bring such Attachments into compliance shall not cause Cooperative 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 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.

- E. PENALTIES, Cooperative may impose a penalty in the amount of one hundred dollars (\$100) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90th) day thereafter until Licensee addresses the violation(s) to Cooperative's reasonable satisfaction. The foregoing notwithstanding, in no event may Cooperative impose a penalty unless the Licensee fails to correct a violation within thirty (30) days of notification or nonconformance from Cooperative.
- F. 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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FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	CANCELLING P.S	c.C. KY. NO	10	***************************************
	Original	SHEET NO	132	
SCHEDULE PA -	POLE ATTACHMENTS (con	tinued)		

ARTICLE VIII - DIVISION OF COSTS

A. DIVISION OF COSTS FOR POLES

- i. 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 the Cooperative consistent with the Pole Attachment Regulation.
- ii. Where an existing pole is replaced for maintenance purposes, the Cooperative 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 the Cooperative 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 retained by the Cooperative.
- iii. Any payments for poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of the poles or the Cooperative's real property rights, easements, or rights-of-way for which Licensee has contributed in whole or in part.
- iv. Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.
- v. In the event Cooperative installs a pole larger than is initially required for Electric Utility's and Licensee's use in anticipation of Cooperative's future requirements or additions, the additional space provided by Electric Utility shall be reserved for Cooperative's sole use. Licensee may request documentation to validate the need for future space.
- vi. 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.
- vii. Except as otherwise provided, Cooperative shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

B. DIVISION OF COSTS FOR VIOLATIONS

- i. If any Attachment is found to be in violation of the terms of this 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.
- ii. If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this Agreement, Licensee shall, upon notice by Cooperative, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Cooperative may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Cooperative's 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

of Cooperative's 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
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Approved by Order of Kentucky Public Service Commission
in Case No. Dated:
Approved by Order of Kentucky Public Service Commission

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iv. v. vii	not to be unreasonably withheld, that sureasonably corrected within thirty (30) day period in which Licensee shall complete the Should Licensee fail to timely take all steps considerations so require, Cooperative memburse Cooperative for all actual concoperative shall not be liable for any lost except to the extent of Cooperative's gross or property. Failure by Cooperative to inspect License specifications listed in ARTICLE III or to compliance shall not cause Cooperative to failure of conformance and shall not refailure of conformance and shall not refailu	s, the parties shall re required corrections necessary to company elect to do substs and expenses as or damage to Licanegligence or misconegligence of the pole will work a deficiencies, but the pole will work a deficiencies, but the corrective measuracement of the pole tits employees, against the poles. If causation and parties on the poles. If causation and parties on the poles and Cooperated the violation, and Cooperated the company of the poles and Cooperated t	mutually agree on ns. oly with this require che work itself, a incurred in concensee's facilities onduct on any thin to the technical own to bring such a loss or injury restricted with vice together to maximal the Licensee shall reseassociated with vice together to maximal the Licensee shall reseassociated with leand all Transfernts, or contractor bending, unresolved ensee shall not all on cannot be established pole, then such Outside ments on the pole attive will make result Attachments the own as "building the Make-ready of the such of t	an additional time rement, or if safety and Licensee shall nection therewith, which may result, ad-party's facilities requirements and a Attachments into esulting from such of indemnification plations caused by simize safety while be responsible for a violations caused ers or other work are, which Licensee ed issues requiring low unqualified or olished, the cost to a Party Licensee(s), including for the easonable effort to that would encroach down"), the party costs necessary to

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ISSUED BY
TITLE: President & Chief Executive Officer

Approved by Order of Kentucky Public Service Commission in Case No. Dated:

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	Original SI	HEET NO.	134
SCHEDULE PA -	POLE ATTACHMENTS (continued	d)	

ARTICLE IX - UNAUTHORIZED ATTACHMENTS

- A. If any Attachment is made without complying with this Schedule and is identified by the Cooperative or self-reported by the Licensee ("Unauthorized Attachment"), then, without prejudice to its other rights or remedies under this Schedule or at law, Cooperative shall require Licensee to submit a notification (via the designated electronic means, if any) 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, along with supporting engineering design data for each Unauthorized Attachment. If, upon review of Appendix A:
 - i. an Unauthorized Attachment exists with no violations, then the Licensee shall pay to the Cooperative a one-time fee of five (5) times the current annual rental fee found in Appendix E 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 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 the Cooperative a one-time fee of five (5) times the current annual rental fee found in Appendix E and the Licensee will be granted a Permit for the attachment
- B. If Licensee has failed to provide Appendix A, as appropriate, or has not removed such Unauthorized Attachments within the 90-day timeframe, then Cooperative may remove such Attachments at the Licensee's expense and with no liability to the Cooperative, in which event the Licensee shall reimburse Cooperative upon demand for the cost incurred in making such removal and shall indemnify and hold the Cooperative 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 Cooperative's Specifications.

ARTICLE X - ABANDONMENT OF POLES, TRANSFER OF ATTACHMENTS

A. If Cooperative desires at any time to abandon any Pole or to direct Licensee to Transfer one or more attachments for any reason, Cooperative 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, Cooperative may:

a.	 Transfer the attachment(s) at Licensee's expense (in which case Cooperative e and shall have no responsibility or liability related thereto, except in the cas gross negligence or willful misconduct); and/or 				
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- b. Transfer the relevant Pole such that it becomes the property of the Licensee, as is, and the Licensee shall save, defend and hold harmless Cooperative 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 Cooperative the then depreciated value in place of the Pole to Cooperative. Cooperative 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 ARTICLE VII, when the Pole was originally set, provided the Licensee furnishes proof of such payment. However, if Cooperative 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.
- B. If, for safety or reliability purposes, it is necessary for Cooperative to Transfer, Rearrange, remove, manipulate, or otherwise impact a Licensee's attachment on an expedited basis, Cooperative may not provide Licensee with notice of its actions but may recover from Licensee the costs reasonably incurred by the Cooperative in performing such work.
- C. 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.

ARTICLE XI - ADJUSTMENT PAYMENTS

- A. For a year in which there is no Actual Inventory, the number of Poles used in calculating the adjustment payments provided for herein shall be based on the applications and any identified unauthorized attachments.
- B. For a year for which there is an Actual Inventory, the following adjustment shall be made:
 - 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, whenever conducted, 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 payment so calculated pursuant to this section is greater than the payment that
 was actually made for that billing period, the difference shall constitute an additional amount owed
 by the Licensee to Cooperative; if less, the difference shall constitute an amount owed by
 Cooperative or a credit to the Licensee.

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ARTICLE XII - RIGHTS OF OTHER PARTIES, LICENSEE

- A. If Cooperative, prior to affording a Licensee any rights pursuant to this Schedule, conferred upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its Poles covered by this Schedule, nothing herein contained shall be construed as affecting said rights or privileges with respect to attachments of such Outside Parties. Cooperative 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.
- B. No use, however extended, of Cooperative's 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. Cooperative may maintain its Poles and facilities as it sees fit in light of its own service requirements, and Licensee's rights in Cooperative's facilities shall be and remain a mere Permit for as long as authorized under the terms and conditions of this Schedule.

ARTICLE XIII - WAIVER OF TERMS OR CONDITIONS

The failure or decision of Cooperative to enforce or insist upon compliance with any of the terms or conditions of this 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.

ARTICLE XIV - 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 Cooperative's poles solely because of their use by the Licensee shall be paid by the Licensee.

ARTICLE XV - DESIGNATED CONTACT PERSON(S), NOTICES

A. Licensee shall establish and maintain a designated contact person(s) ("Designated Contact Person(s)") for ordinary maintenance requests, relocation requests, and notices from Cooperative 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 Cooperative with written contact information for each Designated Contact Person and ensure such written contact information remains current by providing Cooperative appropriate written notice of any change. Each Designated Contact Person shall be capable of providing (or acquiring) substantive, timely responses to Cooperative's inquiries or issues.

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in Case No.	Dated:		

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- B. Unless otherwise specifically provided herein, all notices, requests, consents, demands, designations, approvals or statements required to be made under this 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.
- C. Licensee agrees to join, utilize or acquire any notification or similar system or platform identified and utilized by Cooperative to facilitate communication and the delivery of required notices and efforts related to this Schedule, including but not limited to, any notices relating to new Attachments, Transfers, relocation, abandonment or maintenance work. Notices sent through Cooperative's system or platform shall be satisfactory notice under this Schedule.

ARTICLE XVI - REMEDIES

A. Licensee may at any time terminate any right to attach an Attachment to any Pole by removing its Attachment from such pole and notifying Cooperative 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 Cooperative. No refund of any pole rental rate or other charge will be due on account of such removal. Cooperative may, in addition to seeking any other remedy available to it, suspend Licensee's rights under this Schedule (including access to Cooperative's poles) or terminate the Contract or any Permit issued under this Schedule if Licensee fails to comply with any of the provisions of this Schedule and fails within 30 days (or such longer, mutually-agreeable period if a 30 day cure period is not reasonably possible) after written notice from Cooperative to correct such noncompliance. In the event a governmental entity at any time requires Cooperative to remove one or more of its Poles, any Permit issued to Licensee for such Pole(s) shall automatically terminate, in which event Cooperative shall refund to Licensee any unearned rental payments made pursuant to this Schedule. Except as otherwise provided in this Schedule, the Licensee shall have 60 days within which to remove its Attachments from Cooperative's Pole(s) upon termination of a Permit issued under this Schedule. If the Licensee fails to remove its Attachments from Cooperative's Pole(s), Cooperative 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 Cooperative upon demand for the cost Cooperative incurred in making such removal. Attachments of Licensee which remain after the 60-day period following termination may also be assessed pole rental rates at the rates applicable to Unauthorized Attachments, until such time as such

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Attachments are removed and notice given thereof. The Licensee shall indemnify and hold Cooperative harmless from and against all loss, liability, or expense resulting such removal, including but not limited to claims of third parties.

ARTICLE XVII - REPRESENTATIONS AND WARRANTIES

- A. In order to obtain service under this 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 Schedule, recognizing it is a party bound by this Schedule, which is fully enforceable in accordance with its terms; and (iii) confirm its execution and delivery of its obligations under this 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.
- B. 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 Cooperative's Poles as authorized herein. Licensee shall comply with the Cooperative's 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 Cooperative's safe and efficient operation of its electric distribution system, including but not limited to its poles, and the rights of Outside Parties.
- C. THERE ARE NO WARRANTIES UNDER THIS 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. COOPERATIVE SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF COOPERATIVE'S POLES AND RELATED PROPERTY AND FACILITIES.

ARTICLE XVIII - INDEMNIFICATIONS AND LIMITATIONS ON LIABILITY

A. Licensee agrees to indemnify, defend and hold harmless Cooperative, its affiliates, directors, officers, member-owners, representatives 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,

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proceeding, investigation, subpoena or other inquiry (whether or not Cooperative 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 Schedule, its presence on or near Cooperative's 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.

- B. The obligations of this Article shall survive the conclusion of the parties' relationship under this Schedule, shall be enforced to the fullest extent permitted by applicable law and the obligations of this Article shall be construed liberally in favor of indemnification of Cooperative.
- C. The indennification obligations of Licensee under this Article and under other provisions of this Schedule are cumulative and not exclusive. Cooperative's request for indemnification under one or more Articles shall not preclude or in any way waive or limit its ability to seek indemnification under other provisions of this Schedule.
- D. Cooperative 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 Cooperative's 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 Cooperative 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 Cooperative or its agents.
- E. 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 Cooperative's gross negligence or misconduct) related to the construction, operation and maintenance of Licensee's Attachments on or about Cooperative's poles.
- F. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ELSEWHERE IN THIS SCHEDULE, IN NO EVENT WILL COOPERATIVE OR ANY OF ITS REPRESENTATIVES 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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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, REGARDLESS 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).

ARTICLE XIX - CONSTRUCTION

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

ARTICLE XX - ASSIGNMENT OF RIGHTS

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

ARTICLE XXI - INSURANCE

- A. Policies Required. At all times, Licensee shall keep in force and effect all insurance policies as described below. Licensee shall ensure Cooperative is informed, no less than thirty (30) days in advance, of the cancellation or termination of any policy hereunder. Licensee shall name Cooperative as an additional insured on all such policies, except workers compensation.
 - 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. This policy shall be endorsed to include a waiver of subrogation in favor of Cooperative. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.
 - 2. 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

3.	coverage with limits of liability not less than \$5,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury, \$2,000,000 each occurrence. 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.
DATE OF ISSUE:	07-31-2024
DATE EFFECTIV	E: <u>08-31-2024</u>
ISSUED BY TITLE: President	& Chief Executive Officer
Approved by Order in Case No.	of Kentucky Public Service Commission Dated:

	FOR ALL TERRITORY SERVED Community, Town or City P.S.C. KY. NO. 10
ELVEL AND A CONTROL OF THE STATE OF THE STAT	1 st Revised SHEET NO. 141
FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	CANCELLING P.S.C. KY, NO. 10
	Original SHEET NO. 141
SCHEDULE PA -	POLE ATTACHMENTS (continued)

- 4. 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 \$5,000,000 each occurrence, \$5,000,000 aggregate.
- 5. 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.
- 6. Performance Bond. Prior to making any Attachments under this Schedule, Licensee shall provide to Cooperative a performance bond in an amount corresponding with the requirements of Appendix D. The bond shall be executed with a proper surety through a company licensed and qualified to operate in the State of Kentucky and listed with the U.S. 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 Cooperative. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this Schedule and for the payment by the Licensee of any damages, claims, liens, taxes, liquidated damages, penalties, or fees due to Cooperative which arise by reason of the construction, installation, operation, maintenance, transfer, relocation, or removal of Licensee's Attachments or Communications Facilities on or about Cooperative's Poles. This shall include claims for damages to Cooperative Facilities caused by Licensee, or its contractors and agents. Cooperative shall have the right to draw funds from the bond to recover damages to Cooperative Facilities caused by Licensee, its contractors, or agents. Provision shall be made to permit Cooperative 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.
- B. Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the state 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 Article with the same limits.
- C. Certificate of Insurance; Other Requirements. Prior to the execution of a Contract under this Schedule and prior to each insurance policy expiration date during the term of this Schedule, the Licensee will furnish Cooperative with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Schedule and workers' compensation and property insurance waivers of subrogation required by this Schedule. Cooperative shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Schedule.

DATE OF ISSUE:	07-31-2024	n de la company de la comp	·
DATE EFFECTIVE:	08-31-2024		
ISSUED BY	Chief Executive Officer		
Approved by Order or	f Kentucky Public Service Commission	l	
in Case No.	Dated:		

		Commu	LL TERRITORY SE	RVED
		P.S.C. KY. NO. 1st Revised	SHEET NO	142
FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION		CANCELLING P	S.C. KY. NO.	10
		Original	SHEET NO	142
***************************************	SCHEDULE PA – POLE A	TTACHMENTS (co	ontinued)	
D.	Cooperative, its board members, officers, official Insureds") shall be named as Additional Insured which shall be so stated on the Certificate. All pronounces and not on a claims-made barexceed \$100,000, or such greater amount as expedefend, indemnify and hold harmless Cooperative deductible and payment of any premium on any Certificates from its agents, contractors, and their Cooperative upon request. Limits. The limits of liability set out in this Articiparties, which consent will not be unreasonably occurrences, including substantial increases in the federal, or other governmental compensation procedure in the Cooperative's or Licensee's exposure to risk. Prohibited Exclusions. No policies of insurance subcontractors shall contain provisions that: (1) er Cooperative except as to infringement of patents (2) exclude coverage of liability arising from coverage for injuries to Cooperative's employees or damages caused by Licensee's contractors or the contractors of t	ds under all of the po- policies, other than wasis. All policies ma pressly allowed in wasie and Additional Insur- y policy required under subcontractors and the may be increased by withheld by either the level of jury verdict plans, or laws that was required to be obtain exclude coverage of li- tor copyrights or for excavating, collapses s or agents, or (4) exc	olicies, except world orkers' compensation by be written with riting by Cooperatureds from and agained from and agained this Article. Liprovide a copy of or decreased by many party, in the events or judgments or twould materially in the diability assumed by libel and slander in the country of the country	kers' compensation, on, shall be written deductibles, not to ive. Licensee shall inst payment of any censee shall obtain such Certificates to utual consent of the at of any factors or the passage of state, acrease or decrease or its contractors or this Schedule with a program material, work, (3) exclude liability for injuries

Deductible/Self-insurance Retention Amounts. Licensee may meet all or a portion of the insurance requirements of this Article by self-insurance. To the extent the Licensee self-insures, the Licensee is not required to name additional insureds as required by this Article. The Licensee must provide to the Cooperative such evidence as required by the Cooperative demonstrating, to the Cooperative's satisfaction, the Licensee's financial ability to meet the requirements of this Article requiring insurance coverage by self-insurance. In the event the Licensee fails to meet the Licensee's insurance requirements to Cooperative's satisfaction, Licensee shall provide the insurance coverage and the additional insured endorsements in

Additional Insurance. Cooperative 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 Article. In any such event, the additional premium or premiums payable solely as the result of such additional insurance coverage shall be payable by Cooperative within thirty (30) days of the Licensee providing proof of such additional

provisions shall not be interpreted as exclusive.

premium to Cooperative and requesting payment therefor.

accordance with this Article.

F.

G.

DATE OF ISSUE:

DATE EFFECTIVE: 08-31-2024

TITLE: President & Chief Executive Officer

in Case No. Dated:

Approved by Order of Kentucky Public Service Commission

ISSUED BY JUS

	FOR ALL TERRITORY SERVED Community, Town or City		
	P.S.C. KY. NO. 10		
FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	1st Revised SHEET NO. 143		
	CANCELLING P.S.C. KY. NO. 10		
	Original SHEET NO. 143		
SCHEDULE PA – POLE ATTACHMENTS (continued)			

ARTICLE XXII - FORCE MAJEURE

Except as may be expressly provided otherwise, neither Cooperative nor Licensee shall be liable to the other for any failure of performance hereunder due to causes beyond its 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 Schedule.

ARTICLE XXIII - SEVERABILITY

The provisions (or parts thereof) of this Schedule shall be severable. In the event that any provision (or part thereof) of this 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 Schedule.

in Case No.	Dated:
Approved by Order of	f Kentucky Public Service Commission
TITLE: President & 6	Ziref Executive Officer
ISSUED BYZ	ely May
DATE EFFECTIVE:	08-31-2024
DATE OF ISSUE:	<u>07-31-2024</u>

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APPENDIX A (continued)					
APPENDIX A - REQUEST TO ATTAC	H - OTMR Addendum				
To be submitted along with section	ons 1 and 2 of the Request t	o Attach			
Licensee Job#		(to be	completed b	y Licensee)	
Cooperative Work Order#		(to be	completed b	y Cooperative)	
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SECTION 3 - OTMR Contractor Info	rmation				
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abide by all of the pole owning ut	ility's rules and regulations	s regarding Joint us	e attachment	s. I further agree to acc	ept
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DATE EFFECTIVE: <u>08-31-20</u>	2.4				
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TITLE: President & Oblef Exec	utive Officer				
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Approved by Order of Kentucky		SION			
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	FOR ALL TERRITORY SERVED
	Community, Town or City P.S.C. KY. NO. 10
FARMERS RURAL ELECTRIC	1 st Revised SHEET NO. 146
COOPERATIVE CORPORATION	CANCELLING P.S.C. KY, NO. 10
	Original SHEET NO. 146
SCHEDULE PA	- POLE ATTACHMENTS (continued)
APPENDIX A (continued)	
Pole Attachment Certifi	ication Form (N)
Farmers RECC, 504 S Broadway St. Glat (270) 651-2191 (Phone), joint-use@farmersrecc.net (Emod.)	ISGOW, KY 42141
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Please fill out the details below completely	
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Applitation/Permit Name or Number	
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requirements. Pole Attachment Tariff, and applicable law, and all of these requirements to the best of my knowledge and abili	I further certify that the application meets
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DATE OF ISSUE: <u>07-31-2024</u>	
DATE EFFECTIVE: 08-31-2024	
ISSUED BY TOLS MARS	
TITLE: President &	
Approved by Order of Kentucky Public Service Comin Case No Dated:	nmission

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FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	CANCELLING P.S	.C. KY, NO.	10
	Original	SHEET NO	147
SCHEDULE PA – POLE AT	TACHMENTS (con	tinued)	
APPENDIX B – SPECIFICATIONS FOR ATTACHME	ENTS		
Licensee, when making Attachments to Cooperative Poles, practices.	will adhere to the foll	owing engineerin	g and construction
A. All Attachments shall be made in accordance with AF	RTICLE III and Coop	erative's constru	ction standards
posted on its website at www.farmersrecc.com. B. Clearances			
1. Attachment and Cable Clearances: Licensee's At attachment clamps and bolts, metal cross-arm supp maintain the minimum separation specified in the n ("NESC") or a designated separation by Cooperative reduced clearance requirements specified in NESC Cooperative. 2. Service Drop Clearance: From the pole to the hot Cooperative's service drops and Licensee's service 3. Other Drop Clearances: All other drop clearance Sag and Mid-Span Clearances: Licensee wand cables and shall observe the established minimum clearances are: (a) achieved at a throughout the span. At mid-span, the minimum clearance cables that meet NESC cables lashed to an effectively grounded in 4. Vertical Risers: All risers, including those providences are: (b) achieved at the cables and cables and the quarter faces of the cooperative.	corts, bolts and other of most updated version we based on future used exceptions or table from a drops shall conform the sat the mid-span shall will be particularly cared sag of power line cooles located on both nimum separation shall crules (includes commessenger strand or seeding 120/240 volt power pole and must be incition from cable, bolts	equipment, shall I National Electric e. Any request for controtes shall be llel minimum sep to the NESC. Il conform to the reful to leave pro- conductors and of ends of the span; all be maintained mon phone, CAT elf-supporting cab wers for Licensee installed in conduits, clamps, metal s	ne attached so as to al Safety Code ra Licensee to use substantiated to aration between NESC. per sag in its lines her cables so that and (b) retained between all V, and fiber opticules). Is equipment to with weatherhead apports, and other
5. Climbing Space: A clear climbing space shall be Attachments shall be placed so as to allow and mai Cooperative pole. Licensee's cable/wire Attachment other Attachments. In general, all other Attachments. Pedestals and Enclosures: Every effort shall be a minimum of four (4) feet from poles or other Cooperative, whichever is greater. If the clearance pole ground.	intain a clear and prop its shall be placed on hments and risers sho made to install pedesti perative facilities, or the	per climbing space the same side of ould be placed on als, vaults and/or the distance specifies	e on the face of the pole as those of pole quarter faces. enclosures at a fied by
DATE OF ISSUE: <u>07-31-2024</u>		The Carlo property of	· · · · · · · · · · · · · · · · · · ·
DATE EFFECTIVE: <u>08-31-2024</u>			
ISSUED BY TITLE: President & Chief Executive Officer			

Approved by Order of Kentucky Public Service Commission in Case No. Dated:

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FARMERS RURAL ELECTRIC	1st Revised	SHEET NO	148
COOPERATIVE CORPORATION	CANCELLING P.S	i.C. KY. NO	10
	Original	SHEET NO	148
SCHEDULE PA – POLE AT	FACHMENTS (con	tinued)	
APPENDIX B – SPECIFICATIONS FOR ATTACHME	NTS (continued)		
C. Anchors and Guys 1. Licensee shall be responsible for procuring and it additional stress placed on Cooperative's poles by I designed for the calculated loads including loading 2. Anchors and guy wires shall be installed on each of the Licensee's attached facilities. Licensee shall attachment. Per RUS requirements, no proposed an 3. Licensee shall not attach guy wire/s to any Coope written consent. Consent shall only be granted after Cooperative and Cooperative determines there is en information shall be signed and sealed by a Profess 4. No Attachment shall be installed on a Cooperative No Attachment shall be modified, added to, or reloc or loading on Cooperative poles until all required g 5. Licensee's down guys, if needed, shall be bonded accordance with applicable NESC rules. If there is notify Cooperative and a ground will be added to p D. Certification of Licensee's Design 1. Licensee's Attachment Permit application shall b registered in the State of Kentucky, certifying that I NESC and Cooperative's Construction Standards at and/or requirements, or Licensee shall pay Coopera construction inspection and to ensure Licensee's de	Licensee's Attachment factors and strength Cooperative pole who make guy attachment chor can be within fire trative anchor without Licensee provides nough capacity in the ional Engineer. The pole until all requirated in such a way a truly and anchors are into the vertical ground proble at Cooperative's see signed and sealed but any other applicabilities for actual costs.	nts. Anchors and a factors specified here an angle or a ts to poles at or be ve (5) feet of an eart the Cooperative ecessary loading anchor. All Licer red guys and anchors will materially installed. In a wires of Cooperative expense for Licer by a professional endesign fully controlle federal, state of for necessary eng	guys shall be by NESC. dead-end occurs elow its cable existing anchor. e's specific prior information to nsee loading hors are installed. increase the stress erative's pole, in Licensee shall nsee to bond to. engineer, uplies with the or local codes ineering and post-
Construction Standards and any other applicable fer 2. This certification shall include the confirmation to requirements of the NESC, taking into account the Entities' facilities that exist on the poles without reg Cooperative may request the design calculations to standards. E. Miscellaneous Requirements 1. Attachments: All Attachments shall be made on to Cooperative. DATE OF ISSUE: 07-31-2024	hat the design is in a effects of Cooperative and to the condition verify the design is o	ccordance with pere's facilities and of the existing factorsistent with accommissions.	ole strength other Attaching cilities. The cepted industry
ISSUED BY			
TITLE: President & frief Executive Officer			

Approved by Order of Kentucky Public Service Commission in Case No. _____ Dated: _____

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FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	CANCELLING P.	S.C. KY. NO	10	***************************************
	Original	SHEET NO	149	
SCHEDULE PA – F	OLE ATTACHMENTS (co)	ntinued)		

APPENDIX B - SPECIFICATIONS FOR ATTACHMENTS (continued)

- 2. 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 Cooperative and a ground will be added to pole at Cooperative's expense for Licensee to bond to.
- 3. Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
- 4. Communication Cables: All communications cables/wires not owned by Cooperative shall be attached within the communications space that is located below the Communication Worker Safety Zone. All attachment clearances shall be based on vertical spacing as specified in the NESC. Licensee pole standoff brackets shall not lessen the vertical clearance in any way.
- 5. Riser Installations: All Licensee's riser installations shall be in Cooperative-approved conduit materials. Ground wires shall be attached directly to pole.
- 6. 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 Cooperative 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 Cooperative encounter any Attachments without required permanent identification markers, Cooperative 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, Cooperative reserves the right to charge all Licensee for all costs and expenses incurred by Cooperative to identify the untagged Attachments.
- 7. 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 Tariff. Additionally, any newly proposed mid-span taps must receive prior approval under Article IV of this Tariff.

DATE OF ISSUE:	07-31-2024	W 200 Appendix
DATE EFFECTIVE:	08-31-2024	
ISSUED BYTITLE: President &	Chief Executive Officer	
Approved by Order of in Case No.	f Kentucky Public Service Commission Dated:	

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THE RESIDENCE OF THE STATE OF T	SCHEDULE PA - POLE	ATTACHMENTS (CO	ntinued)
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APPENDIX C -	BILL OF SALE (template)		
	BILL	OF SALE	
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with a principal o	ent made this day of	called Buyer, and	a company/corporation
company/corpora	tion, with a principal office in	, authorized to d	lo and doing business in,
East	hereinafter called Seller.	+n å.	the bond maid and ather website
considerations, p	in consideration of the sum of \$ ayable to Seller in immediately available	ole funds, the receipt of	all of which is hereby acknowledged.
Seller by these pr	esents does hereby bargain, sell, demi-	se, release and forever	quitclaim to Buyer, its successors and
	e rights, title, interest and claim the		
rocated in,	County,	, (State):	The state of the s
	Description		l l
**************************************	**************************************		
Ac	iditional locations on attached		
This sale is subject	et to the following terms and condition	s:	
	purchasing the equipment described al indition, with all faults.	bove in reliance upon its	s personal inspection and in an "as is"
2. Seller m	akes no warranties, express or implied	, of any kind or nature	except that (a) Buyer will acquire by
	bill of sale good title to the equipme		
	erality of the foregoing, SELLER M TENT, CONDITION, MERCHANTA		
	OMMUNICATIONS FACILITIES.		
3. BUYER	UNDERSTANDS THAT THE SEL	LER'S FACILITIES N	AAY CONTAIN PRESERVATIVES
	AZARDOUS MATERIALS. BUYE		
	TREAT SUCH FACILITIES, INC EAD, IN COMPLIANCE WITH AI		
		EQUIRED PERM	
DATE OF ISSUE:	07-31-2024		
DATE EFFECTIVE	E: <u>08-31-2024</u>		
ISSUED BY	Tus Man		
	Chief Executive Officer		
Approved by Order in Case No.	of Kentucky Public Service Commission Dated:		

	FOR ALL TERRITORY SERVED Community, Town or City		
	P.S.C. KY. NO. 10		
	Original SHEET NO. 149,002		
FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	CANCELLING P.S.C. KY, NO.		
	SHEET NO.		
SCHEDULE PA –	- POLE ATTACHMENTS (continued)		

- 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.
- 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.
- If, for any reason, Buyer removes, modifies or disposes of the Telecommunication 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 Telecommunication 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 TELECOMMUNICATION FACILITIES, INCLUDING THOSE ARISING UNDER THE ENVIRONMENTAL LAWS.

This Agreement does not transfer any rights, licenses or other interests in any easement, right of way, license or other property right or interest associated with the Telecommunications Facilities and Seller expressly retains all such rights, licenses and interests.

DATE OF ISSUE:	07-31-2024		 11 TO 16 OF PRINCIPAL WAY AND A 1 TO 1	~**
DATE EFFECTIVE:	08-31-2024			
ISSUED BY	The Executive Officer	-manu automotive discosses		
	f Kentucky Public Service Co	mmission		
in Case No.	Dated:			

	FOR ALL TERRITORY SERVED			
	Community, Town or City P.S.C. KY. NO. 10			
FARMERS RURAL ELECTRIC	Original SHEET NO. 149.003			
COOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO.			
	SHEET NO.			
SCHEDULE PA – POLE ATTACHMENTS (continued)				
APPENDIX D – PERFORMANCE BONDS				
A performance bond in the amount of \$10,000 or \$100 per intended attachers operating or seeking to operate facilities				
DATE OF ISSUE: <u>07-31-2024</u>				
DATE EFFECTIVE: <u>08-31-2024</u>				
ISSUED BY TITLE: President & Chief Executive Officer				
Approved by Order of Kentucky Public Service Commission in Case No. Dated:				

	FOR ALL TERRITORY SERVED Community, Town or City	
	P.S.C. KY. NO. 10	
	Original SHEET NO. 149.004	
FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION	CANCELLING P.S.C. KY. NO.	********
	SHEET NO.	
SCHEDULE PA	- POLE ATTACHMENTS (continued)	

APPENDIX E - FEES AND CHARGES

Licensee shall pay to Cooperative the fees and charges and shall comply with the terms and conditions specified in the Schedule. Unless otherwise expressly provided, Licensee shall pay any invoice it receives from Cooperative pursuant to this Schedule within 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.

The estimated cost of a survey conducted by Cooperative under this Schedule, on a per-pole basis, is \$56.27 Actual survey costs may differ from this estimate and will be the responsibility of the Licensee, consistent with the terms of this Schedule.

Cooperative will invoice Licensee in arrears with respect to amounts owed annually for each of Licensee's Attachments, at the following rates for each full or partial year:

Two-party pole attachment	\$3.97
Three-party pole attachment	\$3.48
Two-party anchor attachment	\$6.13
Three-party anchor attachment	\$4.04
Two-party Grounding attachment	\$0.30
Three-party Grounding attachment	\$0.18

DATE OF ISSUE: 07-31-2024

DATE EFFECTIVE: 08-31-2024

ISSUED BY July
TITLE: President & Chief Executive Officer

Approved by Order of Kentucky Public Service Commission in Case No. Dated: