



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fourth Revised SHEET NO. 76

CANCELLING PSC NO. 2

Third Revised SHEET NO. 76

CLASSIFICATION OF SERVICE
Schedule 76 – Cable Television Attachment Tariff

APPLICABLE

To entire territory served by Kenergy and on poles owned and used by Kenergy for its electric plant.

AVAILABLE

To all qualified CATV operators having the right to receive service.

RENTAL CHARGE

The annual rental charges shall be as follows:

Table with 2 columns: Attachment Type and Amount. Rows include Two-Party Pole Attachment (\$6.10), Three-Party Pole Attachment (\$4.76), Two-Party Anchor Attachment (\$16.11), and Three-Party Anchor Attachment (\$10.74).

CANCELLED
December 28, 2022
KENTUCKY PUBLIC SERVICE COMMISSION

BILLING

Rental charges shall be billed annually, in succeeding year, based on the total number of pole attachments and anchors in place as of end of the preceding calendar year, and shall be due and payable on or before the date specified thereon.

SPECIFICATIONS

- A. The attachment to poles covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code...
B. The strength of poles covered by this agreement shall meet the design requirements specified by the National Electrical Safety Code.

DATE OF ISSUE July 13, 2021

Month / Date / Year

DATE EFFECTIVE June 24, 2021

Month / Date / Year

ISSUED BY [Signature]

(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2021-00066 DATED June 24, 2021

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
[Signature]
EFFECTIVE 6/24/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Henderson, Kentucky

CANCELLED
FOR ALL TERRITORY SERVED
December 28, 2022 PSC NO. 2
KENTUCKY PUBLIC SERVICE COMMISSION

Community, Town or City
Original SHEET NO. 76A
CANCELLING PSC NO. 1
SHEET NO.

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CLASSIFICATION OF SERVICE
Schedule 76 – Cable Television Attachment Tariff

ESTABLISHING POLE USE

A. Before a CATV operator shall make use of any of the facilities of Kenergy under this tariff, it shall notify Kenergy in writing of its intent and shall comply with the procedures established by Kenergy. The CATV operator shall furnish Kenergy detailed construction plans and drawings for each pole, together with necessary maps indicating the specific poles of Kenergy upon which attachments are proposed, the number and character of the attachments to be placed on such poles, and rearrangements of Kenergy's fixtures and equipment for such attachment, any relocation or replacements of existing poles, and any additional poles required by CATV.

Kenergy shall, on the basis of such detailed construction plans and drawings, submit to the CATV operator a cost estimate (including overhead and less salvage value of materials) of all changes that may be required in each pole. Upon payment by the CATV operator to Kenergy, Kenergy shall proceed with the necessary changes in facilities. Upon completion of all changes by Kenergy, the CATV operator shall pay to Kenergy the actual cost of making such changes, with the obligation hereunder not limited to amounts shown on estimates for such work made by Kenergy hereunder. Upon said payment, the CATV operator shall have the right hereunder to make attachments in accordance with the terms of this tariff. The CATV operator shall, at its own expense, make attachments in such a manner as not to interfere with the service continuity of Kenergy.

B. Any reclearing of existing right-of-way and any tree trimming necessary for the establishment of pole attachments hereunder shall be performed by the CATV operator to Kenergy standards.

C. All poles to which attachments have been made under this tariff shall remain the property of Kenergy, and any payments made by the CATV operator for changes in facilities shall not entitle the CATV operator to the ownership of any of said facilities.

D. Any changes necessary for the correction of a substandard installation made by the CATV operator, where notice of intent had not been requested, shall be billed at rate equal to twice the charges that would have been imposed if the attachment had been properly authorized.

DATE OF ISSUE January 29, 2009
Month / Date / Year
DATE EFFECTIVE February 1, 2009
Month / Date / Year
ISSUED BY Samford Horick
(Signature of Officer)
TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By [Signature]
Executive Director



Henderson, Kentucky

CANCELLED

December 28, 2022

KENTUCKY PUBLIC SERVICE COMMISSION

FOR ALL TERRITORY SERVED
 Community, Town or City _____
 PSC NO. 2
 Original SHEET NO. 76B
 CANCELLING PSC NO. 1
 SHEET NO. _____

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CLASSIFICATION OF SERVICE
Schedule 76 – Cable Television Attachment Tariff

EASEMENTS AND RIGHT-OF-WAY

A. Kenergy does not warrant nor assure to the CATV operator any right-of-way privileges or easements. Should the CATV operator at any time be prevented from placing or maintaining its attachments on Kenergy’s poles due to conditions or circumstances beyond Kenergy’s control or because of the inability of the CATV operator to make and maintain such attachments, no liability on account thereof shall attach to Kenergy. Each party shall be responsible for obtaining its own easements and right-of-way.

MAINTENANCE OF POLES, ATTACHMENTS AND OPERATION

A. When right-of-way considerations or other public regulations or authorities make relocation or replacement of any Kenergy pole or poles necessary, Kenergy shall make such relocation or replacement at its own expense and each party shall bear the cost of transferring its respective attachments.

B. Whenever changes in Kenergy’s facilities necessitate replacement or relocation of CATV attachments, Kenergy shall, except in emergency situations, give the CATV operator reasonable advance notice thereof, but not less than 48 hours, of the date and time of such proposed replacement or relocation. If the CATV operator fails to make the transfer of its facilities at the specified time, CATV shall thereupon assume ownership of and sole responsibility for the ultimate disposition of any facilities being vacated by Kenergy if CATV is the last-remaining party occupying such facilities. Should Kenergy elect to transfer any of CATV’s facilities to a new or relocated facility, Kenergy may bill CATV operator for the cost of any such transfer.

C. Any existing or subsequent attachment of CATV, which does not conform to the specifications set out in this tariff, shall be brought into conformity herewith as soon as practical. Kenergy reserves the right to inspect each new installation of the CATV operator on its poles and in the vicinity of its lines or appurtenances. However, failure to inspect shall not operate to relieve the CATV operator of any responsibility, obligation or liability assumed under this tariff.

DATE OF ISSUE January 29, 2009
 Month / Date / Year
 DATE EFFECTIVE February 1, 2009
 Month / Date / Year
 ISSUED BY *Sanford Norick*
 (Signature of Officer)
 TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2008-00323 DATED January 29, 2009

**PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE
 2/1/2009
 PURSUANT TO 807 KAR 5:011
 SECTION 9 (1)**

By *J. D. Brown*
 Executive Director



Henderson, Kentucky

CANCELLED

December 28, 2022

KENTUCKY PUBLIC SERVICE COMMISSION

FOR ALL TERRITORY SERVED
 Community, Town or City _____
 PSC NO. 2
 Original SHEET NO. 76C
 CANCELLING PSC NO. 1
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CLASSIFICATION OF SERVICE
Schedule 76 – Cable Television Attachment Tariff

D. Kenergy reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its own service requirements, but in accordance with the specifications hereinbefore referred to. Kenergy shall not be liable to the CATV operator for any interruption of service of CATV operator or for interference with the operation of its cables, wires and appliances arising in any manner out of the use of Kenergy's facilities hereunder.

Kenergy shall exercise reasonable care to avoid damaging the facilities of the CATV operator, make an immediate report to the CATV operator of the occurrence of any such damage caused by its employees, agents or contractors, and except for removal for non-payment or for failure to post or maintain the required "Performance Bond", agrees to reimburse the CATV operator for all reasonable cost incurred by the CATV operator for the physical repair of facilities damaged by the negligence of Kenergy.

INSPECTIONS

A. Periodic Inspection: Any unauthorized or unreported attachment made by CATV operator will be billed at a rate of two times the amount that would have been due had the installations been made the day after the last previously required inspection.

B. Make-Ready Inspection: Any "make-ready" inspection or "walk-through" inspection required of Kenergy will be paid for by the CATV operator at a rate equal to Kenergy's actual expenses, plus appropriate overhead charges.

INSURANCE OR BOND

A. The CATV operator agrees to defend, indemnify and save harmless Kenergy from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including, but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment therefore, by reason of a) injuries or deaths to persons, b) damages to or destruction of properties, c) pollutions, contaminations of or other adverse effects on the environment or d) violations of governmental laws, regulations, or orders whether suffered directly by Kenergy individually, or indirectly

DATE OF ISSUE January 29, 2009
 Month / Date / Year
 DATE EFFECTIVE February 1, 2009
 Month / Date / Year
 ISSUED BY *Stanford Novick*
 (Signature of Officer)
 TITLE President and CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2008-00323 DATED January 29, 2009

**PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE
 2/1/2009
 PURSUANT TO 807 KAR 5:011
 SECTION 9 (1)**
 By *J. D. Brown*
 Executive Director

CANCELLED

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 76D
CANCELLING PSC NO. 1
SHEET NO. _____



Henderson, Kentucky

KENTUCKY PUBLIC SERVICE COMMISSION

December 28, 2022

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CLASSIFICATION OF SERVICE
Schedule 76 – Cable Television Attachment Tariff

by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of the CATV operator, its employees, agents, or other representatives or from their presence on the premises of Kenergy, either solely or in concurrence with any alleged joint negligence of Kenergy. Kenergy shall be liable for sole active negligence.

- B. The CATV operator will provide coverage from a company authorized to do business in the Commonwealth of Kentucky:
 1. Protection for its employees to the extent required by Worker’s Compensation Law of Kentucky.
 2. Public Liability Coverage in a minimum amount of \$1,000,000 for each accident as to personal injury or death, and \$1,000,000 as to the property of any one person, and \$2,000,000 as to any one accident involving personal injury, death or property damage.

Before beginning operations under this tariff, the CATV operator shall cause to be furnished to Kenergy a certificate for such coverage evidencing the existence of such coverage. Each policy required hereunder shall contain a contractual endorsement written as follows:

“The insurance or bond provided herein shall also be for the benefit of Kenergy Corp., so as to guarantee, within the coverage limits, the performance by the insured of any indemnity agreement set forth in this tariff. This insurance or bond may not be cancelled for any cause without thirty (30) days advance notice being first given to Kenergy Corp.”

CHANGE OF USE PROVISION

A. When Kenergy subsequently requires a change in its facilities for reasons unrelated to CATV operations, the CATV operator shall be given reasonable notice thereof, but not less than forty-eight (48) hours (except in case of emergency). If the CATV operator is unable or unwilling to meet Kenergy’s time schedule for such changes, Kenergy may elect to make the necessary transfers and charge the CATV operator its reasonable cost for performing these tasks.

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY *Stanford Brock*
(Signature of Officer)

TITLE President and CEO

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By *[Signature]*
Executive Director

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009



Henderson, Kentucky

CANCELLED

December 28, 2022

KENTUCKY PUBLIC SERVICE COMMISSION

FOR ALL TERRITORY SERVED
 Community, Town or City _____
 PSC NO. 2
 Second Revised SHEET NO. 76E
 CANCELLING PSC NO. 2
 First Revised SHEET NO. 76E

CLASSIFICATION OF SERVICE
Schedule 76 – Cable Television Attachment Tariff

ABANDONMENT

- T A. Should Kenergy at any time decide to abandon any facilities which CATV operator is utilizing, Kenergy shall, as soon as possible, give the CATV operator written or electronic notice to that effect, but not less than thirty (30) days prior to the date it intends to abandon such pole. If, at the expiration of said period, Kenergy has no attachments on such facilities, but the CATV operator shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of the CATV operator, and the CATV operator shall assume and save harmless Kenergy from all obligation, liability, damages, cost, expenses or charges incurred thereafter; and shall pay Kenergy for such facilities an amount equal to Kenergy's depreciated cost thereof. Kenergy shall further evidence transfer to the CATV operator of title to facilities by means of a bill of sale.
- B. The CATV operator may at any time abandon the use of the attached facilities by giving due notice thereof in writing to Kenergy and by removing therefrom any and all attachments it may have thereon. The CATV operator shall in such case be responsible for payment to Kenergy of the rental for said facilities for the then current billing period.
- C. A CATV operator shall not assign, transfer, sublease or resell the rights of attachment hereby granted to it, or the right to use the facilities so attached to Kenergy's poles, without prior consent in writing of Kenergy. Upon notice, Kenergy may, at its discretion, conduct a field investigation of all CATV attachments to determine compliance. Transfer will not be approved by Kenergy until deficiencies are corrected.

RIGHTS OF OTHERS

- A. Upon notice from Kenergy to the CATV operator that the use of any facilities is forbidden by municipal or other public authorities or by property owners, the permit governing the use of such facilities shall immediately terminate and the CATV operator shall remove its facilities from Kenergy's affected facilities at once. No refund of annual rental will be made under these circumstances.

PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said attached facilities, but any tax, fee, or charge levied on Kenergy's facilities solely because of their use by the CATV operator shall be paid by the CATV operator.

DATE OF ISSUE December 2, 2011
 Month / Date / Year

DATE EFFECTIVE September 1, 2011
 Month / Date / Year

ISSUED BY *Shirley D. Welch*
 (Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2011-00035 DATED November 17, 2011

KENTUCKY PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
9/1/2011
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

CANCELLED

December 28, 2022

KENTUCKY PUBLIC SERVICE COMMISSION



Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 76F
CANCELLING PSC NO. 1
SHEET NO.

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CLASSIFICATION OF SERVICE
Schedule 76 – Cable Television Attachment Tariff

BOND OR DEPOSITOR PERFORMANCE

A. The CATV operator shall furnish bond or satisfactory evidence of contractual insurance coverage for the purposes hereinafter specified in the amount of twenty-five thousand dollars (\$25,000), until such time as the CATV operator shall occupy twenty-five hundred (2,500) poles of Kenergy and thereafter the amount thereof shall be increased to increments of one thousand dollars (\$1,000), for each one hundred (100) poles (or fraction thereof) occupied by the CATV operator, evidence of which shall be presented to Kenergy fifteen (15) days prior to beginning construction. Such bond or insurance shall contain the provision that it shall not be terminated prior to six (6) months after receipt by Kenergy of written notice of the desire of the Bonding or Insurance Company to terminate such bond or insurance. Upon receipt of such notice, Kenergy shall request the CATV operator to immediately remove its cables, wires, and all other facilities from all poles of Kenergy. If the CATV operator should fail to complete the removal of all its facilities from the poles of Kenergy within thirty (30) days after receipt of such request from Kenergy, then Kenergy shall have the right to remove them at the cost and expense of the CATV operator and without being liable for any damage to the CATV operator's wires, cables, fixtures, or appurtenances. Such bond or insurance shall guarantee the payment of any sums which may become due to Kenergy for rentals, inspections or work performed for the benefit of the CATV operator under this tariff, including the removal of attachments upon termination of service by any of its provisions.

B. After the CATV operator has been a customer of Kenergy and not in default for a period of two years, Kenergy shall reduce the bond by 50%, or at Kenergy's option, require a deposit in keeping with 807 KAR 5:006, Section 7.

USE OF ANCHORS

Kenergy reserves the right to prohibit the use of any existing or future anchors by CATV operator where conditions warrant such action.

DISCONTINUANCE OF SERVICE

A. Kenergy may refuse or discontinue serving an applicant or customer under the conditions set out in 807 KAR 5:006 Section 11(1) and (2).

DATE OF ISSUE January 29, 2009
Month / Date / Year
DATE EFFECTIVE February 1, 2009
Month / Date / Year
ISSUED BY Sanford North
(Signature of Officer)
TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By [Signature]
Executive Director



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fourth Revised SHEET NO. 76 (Exh.A) (Page 1 of 3)

CANCELLING PSC NO. 2

Third Revised SHEET NO. 76 (Exh. A) (Page 1 of 3)

CLASSIFICATION OF SERVICE

Schedule 76 – Cable Television Attachment Tariff

CALCULATION OF ANNUAL POLE ATTACHMENT CHARGE

1. Annual Attachment Charge – Two-Party Pole

Annual Charge = [weighted avg. cost x .85 – n/a] x annual carrying charge x .1224

I/R Annual Charge = \$502.02 x .85 x 11.68% x .1224

R Annual Charge = \$6.10

2. Annual Attachment Charge – Three-Party Pole

Annual Charge = [weighted avg. cost x .85 – n/a] x annual carrying charge x .0759

I/R Annual Fixed = \$621.29 x .85 x 11.68% x .0759

R Annual Charge = \$4.76

/1 Weighted Average Cost for Poles Determined as follows:

T/I/I/I 35’-40’ Poles = installed plant cost at 12/31/19 of \$36,261,203 ÷ 72,230 poles; or an average cost of \$502.02 per pole

T/I/I/I 40’-45’ Poles = installed plant cost at 12/31/19 of \$30,862,499 ÷ 55,215 poles; or an average cost of \$631.39 per pole.

/2 Reduction factor for lesser appurtenances included in pole accounts per Page 8 of PSC Order in Case No. 251.

/3 Ground wire cost is not included in pole cost records, therefore, subject reduction is not applicable.

/4 See Sheet 76, Exhibit A, page 3 of 3.

/5 Usable space factor per Page 13 of PSC Order in Case No. 251.

DATE OF ISSUE July 13, 2021 Month / Date / Year

DATE EFFECTIVE June 24, 2021 Month / Date / Year

ISSUED BY (Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2021-00066 DATED June 24, 2021

CANCELLED

December 28, 2022

KENTUCKY PUBLIC SERVICE COMMISSION

KENTUCKY PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

(Signature of Linda C. Bridwell)

EFFECTIVE

6/24/2021

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

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Fourth Revised SHEET NO. 76 (Exh. A) (Page 2 of 3)

CANCELLING PSC NO. 2

Third Revised SHEET NO. 76 (Exh. A) (Page 2 of 3)

CLASSIFICATION OF SERVICE
Schedule 76 – Cable Television Attachment Tariff

CALCULATION OF ANNUAL ANCHOR ATTACHMENT CHARGE

1. Annual Attachment Charge – Two-Party Anchor

Annual Charge = [weighted average cost x annual carrying charge] / 2

I/R Annual Charge = \$275.86 x 11.68% / 2

I Annual Charge = \$16.11

2. Annual Attachment Charge – Three-Party Anchor

Annual Charge = [weighted average cost x annual carrying charge] / 3

I/R Annual Charge = \$275.86 x 11.68% / 3

I Annual Charge = \$10.74

/1 Weighted Average Cost for Anchors Determined as follows:

I/R/I/T Installed plant cost of all anchors \$29,042,721 ÷ 106,279 anchors; or an average cost of \$275.86 per anchor as of 12/31/19.

/2 See Sheet 76, Exhibit A, page 3 of 3.

CANCELLED
December 28, 2022
KENTUCKY PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 13, 2021
DATE EFFECTIVE June 24, 2021
ISSUED BY [Signature]
TITLE President and CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00066 DATED June 24, 2021

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
EFFECTIVE 6/24/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Henderson, Kentucky

FOR ALL TERRITORY SERVED

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CANCELLING PSC NO. 2

Third Revised SHEET NO. 76 (Exh. A) (Page 3 of 3)

CLASSIFICATION OF SERVICE
Schedule 76 – Cable Television Attachment Tariff

PSC ADMINISTRATIVE CASE NO. 251

Table with 5 columns: Item, Description, Percent, Pro forma Margins, Pro forma Interest. Includes rows for Cost of Money, Rate of Return, Times Net-to-Gross Ratio, Adjusted Rate of Return, Pro forma Operations and Maintenance Expense, Pro forma Depreciation Expense, Pro forma General Administrative Expense, Annual Carrying Charges, and Net Plant Investment/Gross Plant Investment.

CANCELLED
December 28, 2022
KENTUCKY PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 13, 2021
Month / Date / Year

DATE EFFECTIVE June 24, 2021
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2021-00066 DATED June 24, 2021

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
[Signature]
EFFECTIVE 6/24/2021
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