

GENERAL EXCHANGE SERVICE TARIFFS  
CATV POLE ATTACHMENT ARRANGEMENTS

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GENERAL

This tariff contains regulations and charges applicable to the provision of attachment space for cable television facilities on poles of Thacker-Grigsby Telephone Company, Inc., (hereinafter called the Company.)

The terms and conditions contained herein apply where the CATV operator, as a customer of the Company, proposes to install television distribution cables, amplifiers and drop wires, wires and appliances together with associated cable messengers and other appurtenances (hereinafter collectively called the "equipment") and desires to attach such equipment to poles of the Company.

INSTALLATION AND MAINTENANCE OF CATV EQUIPMENT

At least thirty (30) days prior to the time the CATV company desires to attach its equipment to any of the Company's poles, the CATV operator shall make written application on the form prescribed by the Company. The Company shall in turn, notify the CATV company in writing of its permission to allow the installation.

Upon notification by the Company of its permission for pole space to be used by the CATV company, the CATV company shall have the right to install, maintain and use its equipment described in its application, upon the poles identified in its application. Before commencing any installation, the CATV company shall notify the Company of the time when it proposes to do such work sufficiently in advance so that the Company may arrange to have any necessary representative present when such work is performed. In the event the presence of a Company representative is required, the CATV company shall reimburse the Company for the cost and expense of such.

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Issued April 10, 1983 ; Effective

May 1, 1983

BY: THACKER-GRIGSBY TELEPHONE COMPANY, INC.

*Robert C. Thacker*  
Robert C. Thacker, Manager

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

**MAY 24 1983**

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

BY: *Carpenter*

CATV POLE ATTACHMENT ARRANGEMENTS (Continued)

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The Company may make periodic inspections as conditions may warrant. Such inspections shall not operate to relieve the CATV company of any responsibility, obligation, or liability assumed under this tariff. When substandard installations are found which are created by the CATV operator, the Company shall give notice of such to the CATV company, and the CATV company shall remedy such conditions within a reasonable time as directed by the Company. In the event the CATV company fails to remedy the condition within the time prescribed, the Company may act to remedy it with the cost of such to be paid by the CATV company.

After initial attachment, when the Company subsequently requires a change in its poles or attachments thereto for reasons unrelated to CATV operations, the CATV company shall be given reasonable notice of the changes required and sufficient time to accomplish the CATV related change. If the CATV operator is unable or unwilling to meet the Company's time schedule for changes in attachments, the Company may do the work and charge the CATV company its reasonable costs for performing the change of CATV equipment.

The CATV company shall, at its sole risk and expense, maintain all of its equipment on Company poles in safe condition and in thorough repair.

LIMITATIONS

The CATV company shall not assign, transfer or sublet any rights to make pole attachments hereunder without the prior written consent of the Company.

No use, however extended, of the Company's poles under this tariff shall create or vest in the CATV company any ownership or property right in said poles. Nothing herein contained shall be construed to compel the Company to maintain any of its facilities for a period longer than that demanded by its own service requirements.

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Robert C. Thacker  
THACKER-GRIGSBY TELEPHONE CO., INC.  
Robert C. Thacker, Manager

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

BY: Carlye Lee

CATV POLE ATTACHMENT ARRANGEMENTS (Continued)

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INDEMNITY AND INSURANCE

The CATV company shall maintain in full force and effect the following insurance policies or bond in lieu thereof providing an equivalent protection: (1) Workers' Compensation and Occupational Disease covering the CATV company's full liability under the Workers' Compensation Laws of the Commonwealth of Kentucky. This shall include Employer's Liability insurance in the amount of \$100,000. (2) Comprehensive General Liability insurance in the amounts of \$1,000,000 Combined Single Limits or \$1,000,000 each occurrence, and \$1,000,000 aggregate for any accident resulting in bodily injuries to or the death of one or more persons and the consequential damages arising therefrom together with Property Damage Liability in the amount of \$500,000 each occurrence, with an aggregate total limit of \$500,000.

All policies of insurance shall contain written endorsements to the effect that the amount of coverage of the insurance provided thereby will not be reduced or terminated without thirty (30) days written notice first being given to the Company. Certificates of insurance, incorporating the above described endorsement, shall be delivered to a designated officer of the Company and shall be approved by the Company before the CATV firm is permitted to perform any work authorized pursuant to this tariff. Failure of the CATV company to provide notice of renewals, changes in carrier, or reduction in or termination of insurance coverage will be just cause for the Company to terminate the CATV company's rights to continue its pole attachments. If renewal premiums are not paid by the CATV company prior to said 30-day notice, the Company shall have the right to pay said premiums and be reimbursed by the CATV company upon demand.

The CATV operator shall properly notify the Company of all claims and potential claims relating to damage to property or injury to or death of persons arising or alleged to have arisen in any manner by or associated with, directly or indirectly, the presence or use of the CATV company's equipment upon or within any facility of the Company.

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Robert C. Thacker, Manager

*Robert C. Thacker*

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SECTION 9 (1)**

BY: *Campbell*

CATV POLE ATTACHMENT ARRANGEMENTS (Continued)

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The CATV company shall exercise special precautions to avoid damage to facilities of the Company on said poles and hereby assumes all responsibility for any and all loss for such damage. The CATV company shall make an immediate report to the telephone company of the occurrence of any such damage and shall reimburse the company for the expense incurred in making repairs necessitated thereby.

SURETY

The CATV company shall furnish a bond for each individual CATV system utilizing pole attachments under this tariff to guarantee the payment of any sum which may become due to the Company for rental, penalty, and make-ready charges and work performed by the Company, pursuant to this tariff, for the benefit of the CATV company or as a result of default or forfeiture by the CATV company. The amount of such bond shall be based upon the following:

- (1) For attachments to 500 poles or less, a bond of \$5,000 shall be furnished, except as provided in (3) below.
- (2) For attachments to poles in excess of 500, further surety in the amount of \$5,000 for each additional 500 poles, or increment thereof, shall be furnished except as provided in (3) below.
- (3) After one year following the completion of construction of an individual CATV system and its placement into operation, the CATV operator may request that the required amount of bond be reduced. Upon the Company's receipt of satisfactory evidence that all mechanics, workmen and material men who furnished services, labor or materials in the construction of such CATV system, and all taxing authorities, have been paid all amounts due them, the Company will reduce the amount of bond required to the following:
  - (a) For attachments to 500 poles or less, a bond of \$2,000 shall be furnished.
  - (b) For attachments to poles in excess of 500, further surety in the amount of \$2,000 for each 500 poles, or increment thereof, shall be furnished.

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BY: Robert C. Thacker  
THACKER-GRIGSBY TELEPHONE COMPANY, INC.  
Robert C. Thacker, Manager

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SECTION 9(1),

BY: Camp Lee

CATV POLE ATTACHMENT ARRANGEMENTS (Continued)

RENTAL CHARGES

The CATV company shall pay to the Company, annually in advance, the rental charges specified below. Annual billings shall be made in January of each year.

All amounts payable by the CATV company to the Company under the provisions of this tariff shall, unless otherwise specified, be payable within thirty (30) days after presentation of bills. Non-payment of any such amounts when due shall constitute grounds for termination of the pole attachment rights under this tariff.

Attachments that are made between billing dates shall be billed on a prorated basis at the next annual billing time.

RENTAL RATE

Per 2-User Pole, Annually	\$5.00
Per 3-User Pole, Annually	\$3.65

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THACKER-GRIGSBY TELEPHONE COMPANY, INC.  
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SECTION 9 (1)**

BY: Carlyle Lee