

CANCELLED

December 28, 2022

**KENTUCKY PUBLIC
SERVICE COMMISSION**

For All Areas Served
Community, Town or City

P.S.C. No. 2

Original SHEET NO. 109

CANCELLING P.S.C. NO. 1

SHEET NO. _____

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

CABLE TELEVISION ATTACHMENT TARIFF

APPLICABILITY

Applicable to all CATV attachments on all plant owned by the Cooperative.

AVAILABILITY

Available to all qualified CATV operators. A CATV operator must satisfy all provisions of this tariff and obtain all necessary franchises from the appropriate governmental and/ or regulatory authority to be qualified by the Cooperative.

ASSIGNMENT OF RIGHTS

The CATV operator shall not assign or otherwise dispose of any provisions of this tariff or any of its rights or interests herein to any firm, corporation, or individual without the written consent of the Cooperative.

ANNUAL ATTACHMENT FEES

1. Annual attachment fees or rental charges for all CATV attachments shall be as follows:

<u>Attachment Classifications</u>	<u>Annual Attachment Rates</u>
Two-Party Poles	\$5.91 per Attachment
Three-Party Poles	\$4.59 per Attachment
Two-Party Anchors	\$11.37 per Anchor
Three-Party Anchors	\$7.50 per Anchor

2. The Cooperative shall invoice the CATV operator each January annual attachment fees for the total number of each classification of CATV attachments existing at the end of the preceding calendar year. Annual attachment fees for each classification of CATV attachments shall be the number of attachments multiplied by the appropriate rate as prescribed in item (1) above of the Annual Attachment Fees provisions. Total annual attachment fees or rental charges for the preceding calendar year shall be the sum of annual attachment fees calculated for each classification of CATV attachments.

3. The Cooperative shall reconcile the invoice for annual attachment fees

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OF KENTUCKY
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3/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

DATE OF ISSUE February 1, 2008

DATE EFFECTIVE March 9, 2008

ISSUED BY Paul H. Elch
Name of Officer

TITLE PRESIDENT & C.E.O.

By [Signature]
Executive Director

Issued by authority of an Order of the Public Service Commission in
Case No. 2004-00442 dated February 24, 2005.

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prescribed in items (1) and (2) above of the Annual Attachment Fees provisions for any unauthorized and/or unreported CATV attachments. Unauthorized and/or unreported CATV attachments shall be invoiced the CATV operator at twice the rates prescribed in item (1) above that would have been due had the CATV attachment(s) been installed the day following the Cooperative's previously scheduled system inspection.

DESIGN SPECIFICATIONS

1. The Cooperative reserves the right to maintain, operate, upgrade, replace, relocate, retire and/or abandon any part of its plant at its discretion and expense at any time without compensation to the CATV Operator.
2. CATV attachments on the Cooperative's plant shall at all times conform to requirements of the National Electric Safety Code (NESC), 1997 Edition, and subsequent revisions thereof, except where the requirements of the Rural Utilities Service (RUS), public authorities or the Cooperative may be more stringent, in which case the latter will govern.
3. The Cooperative may review the adequacy of its plant to withstand additional vertical and transverse loads imposed by CATV attachments using NESC design criteria.
4. The Cooperative reserves the right to prohibit the use of anchors by the CATV operator where the strength and/or condition of anchors cannot be verified.

EASEMENTS AND RIGHT-OF-WAYS

1. The Cooperative and the CATV operator shall be responsible for obtaining all easements or right-of-ways for their respective facilities. The Cooperative does not warrant and/or assign easements or right-of-ways to the CATV operator.
2. The CATV operator shall promptly remove any CATV attachments when any public authority or landowner forbids the use of the Cooperative's plant.
3. The Cooperative shall not refund to the CATV operator any annual CATV attachment fees or rental charges resulting from any forbidden use

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ISSUED BY *Paul J. El*

TITLE PRESIDENT & C.E.O.

Name of Officer

By *[Signature]*
Executive Director

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Case No. 2004-00442 dated February 24, 2005

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**
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SECTION 9 (1)

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**KENTUCKY PUBLIC
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prescribed in item (2) above of the Easement and Right-of-Way provisions.

ESTABLISHING CATV ATTACHMENTS

1. The CATV operator shall comply with all attachment application procedures established by the Cooperative consistent with all provisions of this tariff prior to installation of all new or proposed CATV attachments.
2. The CATV operator shall provide the Cooperative detailed construction plans, prints and/or drawings of all new or proposed CATV attachments prior to their construction or installation. Said plans, prints and/or drawings shall include any maps necessary to illustrate the location of the Cooperative's poles plus the number and character of the proposed CATV attachments. Any anticipated adjustments, additions, relocations and/or replacements of the Cooperative's facilities will be noted within the CATV operator's plans, prints, maps and/or drawings.
3. The Cooperative may perform any make-ready or walk-through inspection necessary to review the CATV operator's plans, prints, maps and/or drawings and provide a cost estimate of all anticipated plant changes required for the proposed CATV attachments. Cost estimates for all anticipated plant changes prepared by the Cooperative shall include overhead and material salvage costs.
4. The CATV operator incurs the cost of any make-ready, walk-through and/or review inspections required by the Cooperative as prescribed within item (3) above of the Establishing CATV Attachments provisions. The CATV operator shall incur said costs regardless of any plant changes that may or may not be required by the Cooperative. The CATV operator shall pay the Cooperative's invoiced cost of expenses and overhead associated with any make-ready, walk-through and/or review inspections.
5. The Cooperative shall proceed with all necessary electric plant changes prescribed by item (3) above of the Establishing CATV Attachments provisions upon receipt of written acceptance by the CATV operator of said cost estimate and payment of a deposit equal to the cost estimate. The CATV operator shall pay the Cooperative or the Cooperative shall

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ISSUED BY *Paul H. Ehr*

TITLE

Name of Officer

By *[Signature]*

Executive Director

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**KENTUCKY PUBLIC
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refund to the CATV operator the difference between any deposit and actual as-built costs. Alternately, the Cooperative may proceed with necessary plant changes without cost estimates and deposits and invoice the CATV operator all actual as-built costs provided such arrangements are mutually agreeable.

6. The CATV operator may install its attachments on the Cooperative's plant after items (1) through (5) above of the Establishing CATV Attachments provisions and all other pertinent provisions of this tariff are satisfied. All CATV attachments shall be installed at the expense of the CATV operator and not interfere with the activities or service of the Cooperative.
7. The CATV operator shall not adjust, modify, replace and/or remove any plant of the Cooperative during the construction or installation of CATV attachments.
8. The CATV operator shall provide any clearing of existing right-of-ways and/or trimming necessary to install CATV attachments at its own expense. All clearing debris shall be disposed of by the CATV operator in a manner agreeable to landowners and in no case create inconvenient access to the Cooperative's plant.
9. The CATV operator incurs the cost of any walk-through and/or review inspection that is required by the Cooperative after the installation of CATV attachments is completed. Any walk-through inspection shall review as-built CATV attachments consistent with the Design Specifications of this tariff and verify the quantity and type of as-built attachments. The CATV operator shall pay the Cooperative's invoiced cost of expenses and overhead associated with any walk-through and/or review inspections of as-built CATV attachments.
10. Any remedial changes required of the Cooperative's plant identified during item (9) above shall be administered per the Required Plant Changes provisions of this tariff.

OPERATIONS AND MAINTENANCE OF CATV ATTACHMENTS

1. The CATV operator shall have the right to operate and maintain its CATV attachments on the Cooperative's plant after satisfying the provisions of the Establishing CATV Attachments provisions of this tariff.

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PRESIDENT & C.E.O.

By 
Executive Director

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Name of Officer

TITLE PRESIDENT & C.E.O.

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CATV Attachments provisions and all other pertinent provisions of this tariff.

- The CATV operator shall provide any clearing of existing right-of-ways and/or trimming incidental to the operations and maintenance of CATV attachments on the Cooperative's plant. All clearing debris shall be disposed of by the CATV operator in a manner agreeable to landowners and in no case create inconvenient access to the Cooperative's plant.
- The CATV operator shall not adjust, modify, relocate and/or remove any plant of the Cooperative during the course of operations and maintenance of CATV attachments.
- Any CATV attachments determined by the Cooperative not to be operated or maintained as prescribed by the Design Specifications provisions and all other pertinent provisions of this tariff shall be brought into conformity by the CATV operator at its expense.
- Any CATV attachments requiring remedial correction as prescribed by item (4) above of the Operations and Maintenance of CATV Attachments provisions shall be administered per the Required Plant Changes provisions of this tariff.

REQUIRED PLANT CHANGES

- The Cooperative shall provide the CATV operator notification of plant changes involving CATV attachments as prescribed within the Design Specifications, Operations and Maintenance of CATV Attachments or any other pertinent provisions of this tariff. Said notification will specify when the CATV operator must adjust, replace, relocate and/or remove existing CATV attachments.
- The CATV operator shall incur the cost to adjust, replace, relocate and/or remove any CATV attachments as prescribed within item (1) above of the Required Plant Changes provisions.
- The Cooperative may elect to perform any work required, as prescribed within item (1) above of the Required Plant Changes provisions, if the CATV operator is unwilling or unable to perform said work within a time specified by the Cooperative. The CATV operator shall reimburse the Cooperative's expenses inclusive of overhead and material

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By 
Executive Director

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KENTUCKY PUBLIC SERVICE COMMISSION

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salvage costs.

- 4. Any work performed by the Cooperative, as prescribed within the Required Plant Changes provisions, involving unauthorized and/or unreported CATV attachments will be invoiced the CATV operator double the total cost calculated in item (3) above of the Required Plant Changes provisions. The Cooperative, at its discretion, may elect to remove any unauthorized and/or unreported CATV attachments from the Cooperative's plant at the expense of the CATV operator.

LIABILITY

- 1. The Cooperative shall not incur liability for any damages or costs associated with any service interruption and/or interference of CATV cable, equipment and/or appurtenances arising in any manner out of the CATV operator's use of the Cooperative's plant.
- 2. The Cooperative shall not incur liability for any damages or costs involving the CATV operator's facilities or operations arising in any manner from any work performed by the Cooperative as prescribed within the Establishing CATV Attachments, Operations and Maintenance of CATV Attachments, Required Plant Changes, Liability Insurance and/or Performance Bond provisions of this tariff.
- 3. The Cooperative shall not incur liability for any damages or costs should the CATV operator be prevented at any time from establishing or maintaining CATV attachments as prescribed within the Easements and Right-of-Ways provisions of this tariff.
- 4. Inspections by the Cooperative of CATV attachments as prescribed in the Establishing CATV Attachments provisions and other pertinent provisions of this tariff, made or not, shall not operate to relieve the CATV operator of any responsibility, obligation and/or liability assumed under this tariff.
- 5. The CATV operator agrees to defend, indemnify and save harmless the Cooperative from any damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature including, but not limited to, costs of defending against the Cooperative and payment of any settlement or judgment therefrom, by reason of (1) ~~the~~ ~~Public Service Commission of Kentucky~~ to or

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ISSUED BY Paul G. El
Name of Officer

TITLE PRESIDENT & C.E.O.

By [Signature]
Executive Director

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**KENTUCKY PUBLIC
SERVICE COMMISSION**

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the deaths of persons, (2) damages to or destruction of property, (3) contamination, pollution and/or other adverse environmental effects or (4) violations of governmental laws, regulations and/or orders whether suffered directly by the Cooperative itself or indirectly by reason of claims, demands and/or suits against the Cooperative by third parties, resulting or alleged to have resulted from acts and/or omissions of the CATV operator, its employees, agents or other representative or from their presence on the premises of the Cooperative, either solely or in concurrence with any alleged joint negligence of the Cooperative. The Cooperative shall be liable only for its sole active negligence.

LIABILITY INSURANCE

1. The CATV operator will provide and maintain insurance coverage for the protection of its employees to the extent required by workers compensation laws of the Commonwealth of Kentucky.
2. The CATV operator will provide and maintain public liability insurance coverage with a minimum aggregate amount of \$2,000,000 (\$2 Million) and \$1,000,000 (\$1 Million) for each occurrence involving injury or death of persons and/or damage or destruction of property.
3. The CATV operator shall provide the Cooperative a certificate of insurance evidencing insurance coverage for items (1) and (2) above of the Liability Insurance provisions. The certificate of insurance shall contain the following contractual endorsement:

"The insurance of bond provided herein shall also be for the benefit of Clark Energy Cooperative, Inc., so as to guarantee, within the coverage limits, the performance by the insured of any indemnity agreement set forth in the Cable Television Attachment Tariff. This insurance or bond may not be cancelled for any cause without six (6) months advance notice being first given to Clark Energy Cooperative, Inc."

4. All insurance coverage prescribed within items (1) through (3) above of the Liability Insurance provisions shall specify that said coverage shall not be terminated within six (6) months after receiving by the Cooperative of a written notice from the bonding or insurance company of

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KENTUCKY PUBLIC SERVICE COMMISSION

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the intent to terminate said coverage.

- 5. Upon receipt of a notice to terminate insurance coverage prescribed within items (1) through (3) above of the Liability Insurance provisions, the Cooperative shall require the CATV operator to remove its CATV attachments from the Cooperative's plant. If the CATV operator fails to complete removal of all CATV attachments from the Cooperative's plant within six (6) months after receipt of such request from the Cooperative, the Cooperative shall have the right to remove all the CATV operator's attachments at the expense of the CATV operator.

PERFORMANCE BOND

- 1. The CATV operator shall provide the Cooperative a performance bond to ensure the CATV operator's obligations and responsibilities with respect to all of the provisions of this tariff. Said bond shall guarantee payment of any sum due the Cooperative for any inspections, fees, legal costs, and/or work performed, including the removal of CATV attachments, under the provisions of this tariff.
- 2. The performance bond shall be in the amount of fifty thousand dollars (\$50,000) for the first twenty-five hundred (2,500) two-party and/or three-party attachments of the CATV operator on the Cooperative's plant. The amount of the performance bond shall increase two thousand dollars (\$2,000) for every additional one hundred (100) two-party and/or three-party attachments (or fraction thereof) of the CATV operator on the Cooperative's plant.
- 3. The performance bond shall contain a provision that said bond shall not be terminated within six (6) months after receipt by the Cooperative of a written notice from the bonding or insurance company of the intent to terminate said bond.
- 4. Upon receipt of a notice to terminate the performance bond prescribed in items (1) through (3) above of the Performance Bond provisions, the Cooperative shall require the CATV operator to remove its CATV attachments from the Cooperative's plant. If the CATV operator fails to complete removal of all CATV attachments from the Cooperative's plant within six (6) months after receipt of such request from the

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By [Signature]
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**KENTUCKY PUBLIC
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Cooperative, the Cooperative shall have the right to remove all the CATV operator's attachments at the expense of the CATV operator.

- The Cooperative shall reduce the amount of the performance bond by fifty (50) percent after the CATV operator has been a customer of Cooperative for a period of two years without being in default as prescribed within the Conditions of Default provisions of this tariff. The performance bond shall be revised to the amount prescribed in item (2) above of the Performance Bond provisions when the CATV operator is in default as prescribed within the Conditions of Default provisions of this tariff. The amount of the performance bond may subsequently be reduced as prescribed herein.

PAYMENT OF TAXES

The Cooperative and the CATV operator shall pay all taxes, fees and assessments lawfully levied on their respective properties or plant. Any taxes, fees and assessments levied on the Cooperative's plant solely because of the CATV operator's use of the Cooperative's plant for CATV attachments shall be reimbursed the Cooperative by the CATV operator.

PAYMENT OF FEES AND CHARGES

- Payments by the CATV operator to the Cooperative for any invoice of expenses, costs and/or fees as prescribed within any provisions of this tariff shall not entitle the CATV operator to ownership of any part of the Cooperative's plant to which the CATV operator has contributed in whole or in part.
- All fees and charges invoiced by the Cooperative to the CATV Operator are net and payable within ten (10) days from the date of the bill or invoice. An amount equal to five percent (5%) of the past-due amount shall be added to all invoices, bills and/or accounts that are in a past-due condition. Late payment fees shall apply to the net bill, exclusive of special charges, taxes and other assessments.

CONDITIONS OF DEFAULT

- The CATV operator shall be in default of this tariff should the CATV operator fail to fulfill its obligations and responsibilities with

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TITLE PRESIDENT & C.E.O.

Name of Officer

By [Signature]

Executive Director

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**KENTUCKY PUBLIC
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- respect to any of the provisions of this tariff.
2. The Cooperative may suspend and terminate the rights of the CATV operator with respect to any of the provisions of this tariff should the CATV operator continue to remain in default thirty (30) days after due notice thereof in writing by the Cooperative to the CATV operator.
 3. Suspension and termination of the rights of the CATV operator by the Cooperative as prescribed within item (2) above of the Conditions of Default provisions shall only prohibit the CATV operator from establishing new or proposed CATV attachments on the plant of the Cooperative except as prescribed within the Liability Insurance and/or Performance Bond provisions of this tariff.
 4. Suspension and termination of the rights of the CATV operator by the Cooperative as prescribed within item (2) above of the Conditions of Default provisions shall not abrogate or terminate the right of the CATV operator to maintain existing attachments on the Cooperative's plant except as prescribed within the Liability Insurance and/or Performance Bond provisions of this tariff. The CATV operator may continue to operate and maintain its existing attachments on the Cooperative's plant except as provided herein. All provisions of this tariff shall remain in full force and effect so long as existing CATV attachments are continued, solely for the purpose of administering the rights and obligations of the CATV operator with respect to said attachments.
 5. Any failure of the Cooperative or the CATV operator to enforce or insist on compliance with all provisions of this tariff shall not constitute a relinquishment or general waiver of any tariff terms and/or conditions. All provisions of this tariff shall be and remain in full force and effect.

**PUBLIC SERVICE COMMISSION
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SECTION 9 (1)

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By 
Executive Director

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TITLE PRESIDENT & C.E.O.

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