

CANCELLED
December 28, 2022
KENTUCKY PUBLIC SERVICE COMMISSION

CABLE TELEVISION ATTACHMENT TARIFF – SCHEDULE CATV

Applicability

In all territory served by Fleming-Mason Energy Cooperative, Inc. ("FME") on poles owned and used by FME for their electric plant. (T)

Availability

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

Rental Charge

The yearly rental charges shall be as follows:

Two-Party Pole Attachment	\$4.23 per year	(T)
Three-Party Pole Attachment	\$3.68 per year	(T)
Two-Party Anchor	\$6.38 per year	(T)
Three-Party Anchor	\$4.21 per year	(T)
Two-Party Ground	\$0.26 per year	(T)
Three-Party Ground	\$0.16 per year	(T)

Billing

Rental charges shall be billed yearly based on the number of pole attachments.

Specifications

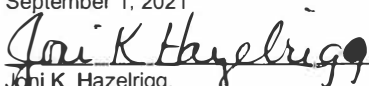
- A. The attachment to poles covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code, 1990 Edition and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.
- B. The strength of the poles covered by this agreement shall be sufficient to withstand the transverse and vertical load imposed upon them under the storm loading of the National Electrical Safety Code assumed for the area in which they are located.

Establishing Pole Use

- A. Before the CATV operators shall make use of any of the poles of FME under this tariff, they shall notify FME of their intent in writing and shall comply with the procedures established by FME. The CATV operator shall furnish FME detailed construction plans and drawings for each pole line, together and with necessary maps, indicating specifically the poles of FME, the number and character of the attachments to be placed on such poles, and rearrangements of FME's fixtures and equipment necessary for the attachment, any relocation or replacements of existing poles, and any additional poles that CATV intends to install. (T)
(T)
(T)
(T)
(T)

DATE OF ISSUE: July 1, 2021

DATE EFFECTIVE: September 1, 2021

ISSUED BY: 
Joni K. Hazelrigg,
President and Chief Executive Officer

Issued by authority of an order of the Public Service Commission of Kentucky.
Case No. 2001-244 Dated: August 7, 2002

KENTUCKY PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



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- FME shall, on the basis of such detailed construction plans and drawings, submit to the CATV operators a cost estimate (including overhead and less salvage value of materials) of all changes that may be required in each such pole line. Upon written notice by the CATV operators to FME that the cost estimate is approved, FME shall proceed with the necessary changes, the CATV operators shall have the right hereunder to make attachments in accordance with the terms of the application of this tariff. The CATV operators shall, at their own expense, make attachments in such manner as not to interfere with the service of FME. (T)
- B. Upon completion of all changes, the CATV operators shall pay to FME the actual cost (including overhead and less salvage value of materials) of making such changes. The obligations of the CATV operators hereunder shall not be limited to amounts shown on estimates made by FME hereunder. An itemized statement of the actual cost of all such changes shall be submitted by FME to the CATV operators, in a form mutually agreed upon. (T)
- C. Any re-clearing of existing rights-of-way and any tree trimming necessary for the establishment of pole line attachments hereunder shall be performed by the CATV operator. (T)
- D. All poles to which attachments have been made under this tariff shall remain the property of FME, and any payments made by the CATV operators for changes in pole line under this tariff shall not entitle the CATV operator to the ownership of any of said poles. (T)
- E. Any charges necessary for correction of substandard installation made by the CATV operators, where notice of intent had not been requested, shall be billed at a rate equal to twice the charges that would have been imposed if the attachment had been properly authorized. (T)



Easements and Right-of-Way

- FME does not warrant nor assure to the CATV operators any rights-of-way privileges or easements, and if the CATV operators shall at any time be prevented from placing or maintaining its attachments on FME's poles, no liability on account thereof shall attach to FME. Each party shall be responsible for obtaining its own easements and rights-of-way. (T)
- A. Whenever right-of-way considerations or public regulations make relocation of a pole, or poles, necessary, such relocation shall be made by FME at its own expense, except that each party shall bear the cost of transferring its own attachments. (T)
- B. Whenever it is necessary to replace or relocate an attachment, FME shall, before making such replacement or relocation, give forty-eight (48) hours' notice (except in cases of emergency) to the CATV operators, specifying in said notice the time of such proposed replacement or relocation, and the CATV operators shall, at the time so specified, transfer its attachments to the new or relocated pole. Should the CATV operators fail to transfer its attachments to the new or relocated pole at the time specified for such transfer of attachments, FME may elect to do such work and the CATV operators shall pay FME the cost thereof. (T)

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- C. Any existing attachment of CATV which does not conform to the specifications as set forth in this tariff hereof shall be brought into conformity therewith as soon as practical. FME, because of the importance of its service, reserves the right to inspect each new installation of the CATV operator on its poles and in the vicinity of its lines of appurtenances. Such inspection, made or not, shall not operate to relieve the CATV operators of any responsibility, obligations, or liability assumed under the tariff. (T)
- D. FME reserves to itself, its successor 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. FME shall not be liable to the CATV operators for any interruption of service of CATV operator or for interference with the operation of the cables, wires, and appliances of the CATV operators arising in any manner out of the use of FME’s poles hereunder. (T)
- E. FME 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 operators for the physical repair of facilities damaged by the negligence of FME. (T)

Inspections

- Periodic Inspection Any unauthorized or unreported attachment by CATV operator will be billed at a rate of two times the amount equal to the rate that would have been due had the installation been made the day after the last previously required inspection. (T)
- Make-Ready Inspection Any “make-ready” inspection of walk-through inspection required of FME will be paid for by the CATV operators at a rate equal to FME’s actual expenses, plus appropriate overhead charges. (T)



Insurance or Bond

- A. The CATV operator agrees to defend, indemnify and save harmless FME 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 death to person, (b) damages to or destruction of properties, (c) pollutions, contaminations or other adverse effects on the environment or (d) violations of governmental laws, regulations or orders whether suffered directly by FME itself, or indirectly by reason of claims, demands, or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of their presence on the premises of FME, either solely or in concurrence with any alleged joint negligence of FME. FME shall be liable for sole active negligence. (T)

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Fleming-Mason Energy Cooperative, Inc.

December 28, 2022

For All Counties Served
P.S.C. No. 4
Original Sheet No. 31.3
Canceling PSC No. 1
5th Revised Sheet No. 4

**KENTUCKY PUBLIC
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B. The CATV operators 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 Workman’s Compensation Law of Kentucky.
- 2. Public liability coverage with separate coverage for each town or city in which the CATV operator operates under this contract to a minimum amount of \$100,000 for each person and \$300,000 for each accident of personal injury or death, and \$25,000 as to the property of any one person and \$100,000 to any one accident or property damage.

Before beginning operations under this tariff, the CATV operators shall cause to be furnished to FME 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 Fleming-Mason Energy Cooperative, Inc., 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 canceled for any cause without thirty (30) days’ advance notice being first given to Fleming-Mason Energy Cooperative, Inc.”

Change of Use Provision

When FME subsequently requires a change in its poles or attachment for reasons unrelated to CATV operations, the CATV operator shall be given forty-eight (48) hours’ notice of the proposed change (except in case of emergency). If the CATV operator is unable or unwilling to meet FME’s time schedule for such changes, FME may do the work and charge the CATV operator its reasonable cost for performing the change of CATV attachments. (T)

Abandonment

A. If FME desires at any time to abandon any pole to which CATV operator has attachments, it shall give the CATV operator notice in writing to that effect at least thirty (30) days’ prior to the date on which it intends to abandon such pole. If, at the expiration of said period, FME shall have no attachments on such pole, 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 save harmless FME from all obligation, liability, damages, cost expenses, or charges incurred thereafter; and shall pay FME for such pole an amount equal to FME’s depreciated cost thereof. FME shall further evidence transfer to the CATV operator of title to the pole by means of a bill of sale. (T)

B. The CATV operator may at any time abandon the use of the attached pole by giving due notice thereof in writing to FME and by removing therefrom any and all attachments it may have thereon. The CATV operator shall in such case pay to FME a prorated rental for said pole for the then current billing period. (T)

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Rights of Others

Upon notice from FME to the CATV operator that the use of any pole or poles is forbidden by municipal or other public authorities or by property owners, the permit governing the use of such pole or poles shall immediately terminate and the CATV operator shall remove its facilities from the affected pole or poles at once. No refund of any rental will be due on account of any removal resulting from such forbidden use.

(T)

Payment of Taxes

Each payment shall pay all taxes and assessments lawfully levied on its own property upon said attached poles and the taxes and the assessments which are levied on said property shall be paid by the owner thereof, but any tax fee, or charge levied on FME's poles solely because of their use by the CATV operator shall be paid by the CATV operators.

(T)

Bond or Depositor Performance

A. The CATV operator shall furnish bond or satisfactory evidence of contractual insurance coverage for the purpose 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 FME 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 provider, evidence of which shall be presented to FME 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 FME of written notice of the desire of the Bonding or Insurance Company to terminate such bond or insurance. Upon receipt of such notice, FME shall request the CATV operator to immediately remove its cables, wires, and all other facilities from all poles of FME. If the CATV operator should fail to complete the removal of all its facilities from the poles of FME within thirty (30) days after receipt of such request from FME, then FME 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 wire, cables, fixtures, or appurtenances. Such bond or insurance shall guarantee the payment of any sums which may become due to FME for rentals, inspections, or work performed for the benefit of the CATV operators under this tariff, including the removal of attachments upon termination of service by any of its provisions.

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

(T)

(T)

Use of Anchors

FME reserves the right to prohibit the use of any existing anchors by CATV operator where the strength of conditions of said anchors cannot be readily identified by visual inspection.

(T)

Discontinuance of Service

FME may refuse or discontinue serving an applicant or customer under the conditions set out in 807 KAR 5:006 Section 14.



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A. 1. Two-Party Pole Cost:

<u>Size</u>	<u>Quantity</u>	<u>Amount</u>	<u>Weighted Average Cost</u>
35' and Under	27,524	\$4,469,232	
40' and 45'	<u>22,405</u>	<u>\$7,587,502</u>	
	49,929	\$12,056,734	\$241.48

2. Three-Party Pole Cost:

<u>Size</u>	<u>Quantity</u>	<u>Amount</u>	<u>Weighted Average Cost</u>
40' and 45'	22,405	\$7,587,502	\$338.65

3. Average Cost of Anchors

\$75.73

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B. 1. Pole Charge:

a.	Two-Party	\$241.48	85%	16.85%	0.1224	\$4.23
b.	Three-Party	\$338.65	85%	16.85%	0.0759	\$3.68

2. Pole Charge with Ground Attachments:

a.	Two-Party	\$241.48	85%	\$12.50	16.85%	0.1224	\$0.26
b.	Three-Party	\$338.65	85%	\$12.50	16.85%	0.0759	\$0.16

3. Anchor Charge:

a.	Two-Party	\$75.73		16.85%	0.500	\$6.38
b.	Three-Party	\$75.73		16.85%	0.330	\$4.21

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Fixed Charges on investment from PSC Annual Report as of December 31, 2000.

Operation & Maintenance Expense	\$2,480,127
Customer Accounts Expense	1,019,778
Customer Service & Informational Expense	118,743
Administrative & General	825,015
Depreciation Expense	1,433,114
Taxes Other than Income Taxes	31,434

Sub-total \$5,908,211

Divided by Utility Plant \$49,701,768 = 11.89%

Cost of Money

Rate of Return on Investment Allowed
In the last General Rate Request,
Case No. 2001-00244 effective 8/7/2002 6.53%

Distribution Plan \$46,487,499
Accumulated Depreciation \$11,201,073

Reserve Ratio = 24%

Rate of Return times 1 minus reserve ratio

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4.96%

Annual Carrying Charges

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16.85%

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