

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

P.S.C. KY. NO. 8  
ORIGINAL SHEET NO. 116

CANCELLING P.S.C. KY. NO. 7  
SHEET NO. \_\_\_\_\_

**INTER-COUNTY ENERGY**  
(Name of Utility)

CLASSIFICATION OF SERVICE

**CABLE TELEVISION ATTACHMENT**

**Applicability**

In all territory served by the company on poles owned and used by the company for their electric plant.

**Availability**

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

**Rental Charge**

The annual rental charges shall be as follows:

Two-party pole attachment	\$2.24
Three-party pole attachment	\$2.03
Two-party ground connection	\$0.33
Three-party ground connection	\$0.21



**Billing**

Rental charges shall be billed annually based on the number of pole attachments. The rental charges are net.

**Specifications**

The attachment to poles covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code, (NESC), 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.

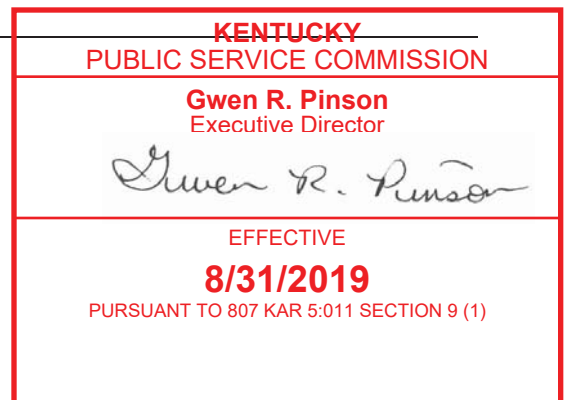
DATE OF ISSUE August 1, 2019  
Month / Date / Year

DATE EFFECTIVE August 31, 2019  
Month / Date / Year

ISSUED BY Jerry W. Carter  
Signature of Officer

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 90-378 DATED APRIL 3, 1991



**CANCELLED**

FOR ENTIRE TERRITORY SERVED  
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December 28, 2022

P.S.C. KY. NO. 8  
ORIGINAL        SHEET NO. 117

**INTER-COUNTY ENERGY**  
(Name of Utility)

**KENTUCKY PUBLIC  
SERVICE COMMISSION**

CANCELLING P.S.C. KY. NO. 7  
SHEET NO.       

CLASSIFICATION OF SERVICE

**Establishing Pole Use**

Before the CATV operator shall make use of any of the poles of the cooperative under this tariff, they shall notify the cooperative of their intent in writing and shall comply with the procedures established by the cooperative. The CATV operator shall furnish the cooperative detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the poles of the cooperative, the number and character of the attachments to be placed on such poles, and rearrangements of the cooperative's fixtures and equipment necessary for the attachment, any relocation or replacements of existing poles, and any additional poles that CATV intends to install.

Plans submitted in conjunction with an application for pole attachment shall be certified to be in compliance with NESC requirements. This certification shall be performed by a qualified Professional Engineer registered in the State of Kentucky.

The cooperative 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 such pole line. Upon written notice by the CATV operator to the cooperative that the cost estimate is approved, the cooperative shall proceed with the necessary changes in poles lines covered by cost estimate.

Upon completion of all changes, the CATV operator shall have the right hereunder to make attachments, in accordance with the terms of the application of this tariff. The CATV operator shall, at his own expense, make attachments in such manner as not to interfere with the service of the cooperative.

Upon completion of all changes, the CATV operator shall pay to the cooperative the actual cost (including overhead and less salvage value of materials) of making such changes. The obligation of the CATV operator hereunder shall not be limited to amounts shown on estimates made by the cooperative hereunder. An itemized statement of the actual cost of all such changes shall be submitted by the cooperative to the CATV operator in a form mutually agreed upon.

Any recleaning 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.

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**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



EFFECTIVE

**8/31/2019**

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

**CANCELLED**

December 28, 2022

**KENTUCKY PUBLIC SERVICE COMMISSION**

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(Name of Utility)

**CLASSIFICATION OF SERVICE**

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

Any charges necessary for correction of substandard installation made by the CATV operator, shall be billed at rate equal to twice the charges that would have been imposed if the attachment had been properly authorized.

**Maintenance of Poles, Attachment and Operation**

Whenever right-of-way consideration or public regulations make relocation of a pole, or poles necessary, such relocations shall be made by the cooperative at its own expense, except that each party shall bear the cost of transferring its own attachments.

Whenever it is necessary to replace or relocate an attachment, the cooperative shall, before making such replacement or relocation, give forty-eight (48) hours notice (except in cases of emergency) to the CATV operator, specifying in said notice the time of such proposed replacement or relocation, and the CATV operator shall, at the time so specified, transfer its attachments to the new or relocated pole. Should the CATV operator fail to transfer its attachments to the new or relocated pole to the time specified for such transfer of attachments, the cooperative may elect to do such work and the CATV operator shall pay the cooperative the cost thereof. Any existing attachment of CATV which does not conform to the specifications as set out in this tariff hereof shall be brought into conformity at the time of transfer or relocation.

The cooperative, 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 or appurtenances. Such inspection, made or not, shall not operate to relieve the CATV operator of any responsibility, obligation or liability assumed under the tariff.

The cooperative 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. The cooperative shall not be liable to the CATV operator for any interruption of service of CATV operator or for interference with the operation of the cables, wires and appliances of the CATV operator arising in any manner out of the use of the cooperative's poles hereunder.

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**INTER-COUNTY ENERGY KENTUCKY PUBLIC SERVICE COMMISSION**  
(Name of Utility)

CANCELLING P.S.C. KY. NO. 7  
SHEET NO.

CLASSIFICATION OF SERVICE

The cooperative 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 the cooperative.

**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.

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

**Insurance or Bond**

The CATV operator agrees to defend, indemnify and save harmless the cooperative from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including, but not limited to, cost and expenses of defending against the same and payment of any settlement or judgement therefor, by reason of (a) injuries or deaths to persons, (b) damages to or destruction of properties, (c) pollution, contaminations of or other adverse effects on the environment or (d) violations of government laws, regulations or orders whether suffered directly by the cooperative 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 CATV operator, its employees, agents, or other representatives, 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 for sole active negligence.

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 Workmen's Compensation Law of Kentucky.

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**Gwen R. Pinson**  
Executive Director  
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ORIGINAL SHEET NO. 120

**INTER-COUNTY ENERGY KENTUCKY PUBLIC**  
(Name of Utility) **SERVICE COMMISSION**

CANCELLING P.S.C. KY. NO. 7  
SHEET NO.

CLASSIFICATION OF SERVICE

- 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 \$100,000.00 for each person and \$300,000.00 for each accident or personal injury or death, and \$25,000.00 as to the property of any one person, and \$100,000.00 as to any one accident of property damage.

Before beginning operations under this tariff, the CATV operator shall cause to be furnished to the cooperative 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 Inter-County Rural Electric Cooperative Corporation, 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 Inter-County RECC.”

The CATV operator agrees to require any contractor or agent working on it’s behalf to defend, indemnify and save harmless the cooperative from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including, but not limited to, cost and expenses of defending against the same and payment of any settlement or judgment therefor, by reason of (a) injuries or deaths to persons, (b) damages to or destruction of properties, (c) pollution, contaminations of or other adverse effects on the environment or (d) violations of government laws, regulations or orders whether suffered directly by the cooperative itself, or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omission of CATV contractor, its employees, agents, or other representatives 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 for sole active negligence.

The CATV will require it’s contractor to provide coverage from a company authorized to do business in the Commonwealth of Kentucky:

- Protection for its employees to the extent required by Workmen’s Compensation Law of Kentucky.
- Public liability coverage with separate coverage for each town or city in which the CATV operator operates under this contract to minimum amount of \$100,000.00 for

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**INTER-COUNTY ENERGY KENTUCKY PUBLIC SERVICE COMMISSION**  
(Name of Utility)

CANCELLING P.S.C. KY. NO. 7  
SHEET NO.

CLASSIFICATION OF SERVICE

each person and \$300,000.00 for each accident or personal injury or death, and \$25,000.00 as to tth property of any one person, and \$100,000.00 as to any accident of property damage.

Before beginning operations under this tariff, the CATV operator shall cause to be furnished to the cooperative 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 Inter-County Rural Electric Cooperative Corporation, 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 Inter-County RECC.”

**Change of Use Provision**

When the cooperative subsequently requires a change in its poles or attachment for reasons unrelated to the CATV operations, the CATV operator shall be given forty-eight (48) hour notice of the proposed change (except in case of emergency). If the CATV operator is unable or unwilling to meet the cooperative’s time schedule for such changes, the cooperative may do the work and charge the CATV operator its reasonable cost for performing the change of CATV attachment.

**Abandonment**

If the cooperative desires at any time to abandon any pole to which CATV operator has attachment, 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, the cooperative 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 the cooperative from all obligation, liability, damages, cost, expenses or charges incurred thereafter; and shall pay the cooperative for such pole an amount equal to the cooperative’s depreciated cost thereof. The cooperative shall further evidence transfer to the CATV operator of title to the pole by means of a bill of sale.

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**INTER-COUNTY ENERGY KENTUCKY PUBLIC SERVICE COMMISSION**  
(Name of Utility)

CANCELLING P.S.C. KY. NO. 7  
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**CLASSIFICATION OF SERVICE**

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

**Rights of Others**

Upon notice from the cooperative 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.

**Payment of Taxes**

Each party 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 the cooperative's poles solely because of their use by the CATV operator shall be paid by the CATV operator.

**Bond or Depositor Performance**

The CATV operator shall furnish bond coverage for the purposes hereinafter specified in the amount of twenty-five thousand dollars (\$25,000.00), until such time as the CATV operator shall occupy twenty-five hundred (2500) poles of the cooperative and thereafter the amount thereof shall be increased to increments of one thousand dollars (\$1,000.00), for each one hundred (100) poles (or fraction thereof) occupied by the CATV operator, evidence of which shall be presented to the cooperative fifteen (15) days prior to beginning construction. Such bond shall contain the provision that it shall not be terminated prior to six (6) months after receipt by the cooperative of written notice of the desire of the bonding company to terminate such bond. Upon receipt of such notice, the cooperative shall request the CATV operator to immediately remove its cables, wires, and all other facilities from all poles of the cooperative. If the CATV operator should fail to complete the removal of all its facilities from the poles of the cooperative within thirty (30) days after receipt of such request from the cooperative, then the cooperative 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 shall

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**INTER-COUNTY ENERGY**

(Name of Utility)

**CLASSIFICATION OF SERVICE**

guarantee the payment of any sums which may become due to the cooperative 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.

After the CATV operator has been a customer of the cooperative and not in default for a period of two years, the cooperative shall reduce the bond by 50%, or, at the cooperative's option, require a deposit in keeping with 807 KAR 5:056, Section 7.

**Use of Anchors**

The cooperative reserves the right to prohibit the use of any existing anchors by CATV operator.

**Use of Ground Conductors and Electrodes**

The CATV operator may bond CATV equipment and cables to the cooperative grounding conductors. The CATV operator shall determine the applicability of any apparent grounding conductors on a pole. Care should be exercised to determine if the pole has a ground electrode or a pole protection unit. Should the pole have a pole protection unit without benefit of a ground electrode and the CATV operator requires a ground electrode, application shall be made to "make ready" such pole.

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