

| Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City | |
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| P.S.C. KY NO. 20 | |
| First Revised SHEET NO. | 73 |
| CANCELLING P.S.C. KY NO. | 20 |
| Original SHEET NO. | 73 |

CANCELLED

December 28, 2022

RATES AND CHARGES CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

Applicability

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

Availability of Service

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 | \$8.41 | KENTUCKY PUBLIC | [R] |
|---|---------|--------------------|-----|
| Three-party pole attachment | \$6.13 | SERVICE COMMISSION | [R] |
| Two-party anchor attachment | \$14.75 | | [R] |
| Three-party anchor attachment (not available) | \$9.73 | | [R] |
| Two-party ground attachment | \$0.22 | | [R] |
| Three-party ground attachment | \$0.14 | | [R] |

<u>Billing</u>

Rental charges shall be billed yearly based on the number of pole attachments. The rental charges are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the date shown on the bill, the gross rates shall apply. Failure of the CATV operator to receive a bill or a correctly calculated bill shall not relieve the CATV operator of its obligation to pay for the service it has received.

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|-----------------|--|---|
| | Month / Date / Year | KENTUCKY PUBLIC SERVICE COMMISSION |
| DATE EFFECTIVE | April 8, 2022 | Linda C. Bridwell |
| | Month / Date / Year | Executive Director |
| ISSUED BY /s/ G | reg Grissom | $1 \int \rho \Lambda$ |
| | Greg Grissom | Jul a chullel |
| TITLE President | & CEO | Shale G. Andered |
| | ORDER OF THE PUBLIC SERVICE COMMISSION IN | EFFECTIVE |
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| CASE NO. 2021-0 | 00358 DATED May 3, 2022 | PURSUANT TO 807 KAR 5:011 SECTION 9 (1) |

| FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 20 | | | Jackson Purchase Energy Corp. |
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CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

Specifications

- 1. The attachment to poles covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code, latest edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.
- 2. The strength of 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

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

JPEC 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 JPEC that the cost estimate is approved, JPEC shall proceed with the necessary changes in pole lines covered by the 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 its own expense, make attachments in such manner as not to interfere with the service of JPEC.

2. Upon completion of all changes, the CATV operator shall pay to JPEC the actual cost (including overhead and

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| DATE EFFECTIVE | June 25, 2008 | JEFF R. DEROUEN |
| | Month / Date / Year | EXECUTIVE DIRECTOR |
| ISSUED BY /s/ G. | Kelly Nuckols | TARIFF BRANCH |
| | G. Kelly Nuckols | D I V.H. |
| TITLE President 8 | & CEO | Bunt Rulley |
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| BY AUTHORITY OF | ORDER OF THE PUBLIC SERVICE COMMISSION | 2/1/2014 |
| IN CASE NO. 200 | 7-00116 DATED June 17, 2008 | PURSUANT TO 807 KAR 5:011 SECTION 9 (1) |

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less salvage value of materials) of making such changes. The obligations of the CATV operator hereunder shall

- not be limited to amounts shown on estimates made by JPEC hereunder. An itemized statement of the actual cost of all such changes shall be submitted by JPEC to the CATV operator, in a form mutually agreed upon.
- 3. Any reclearing 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.
- 4. All poles to which attachments have been made under this tariff shall remain the property of JPEC, and any payments made by the CATV operator for changes in pole lines under this tariff shall not entitle the CATV operator to the ownership of any of said poles.
- 5. Any charges necessary for correction of substandard installation made by the CATV operator, 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.

Easements and Rights-of-Way

JPEC does not warrant nor assure to the CATV operator any rights-of-way privileges or easements, and if the CATV operator shall at any time be prevented from placing or maintaining its attachments on JPEC's poles, no liability on account thereof shall attach to JPEC. Each party shall be responsible for obtaining its own easements and rights-of-way.

Maintenance of Poles, Attachments and Operations

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

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- 2. Whenever it is necessary to replace or relocate an attachment, JPEC shall, before making such replacement or relocation, give forty-eight (48) hours written 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 at the time specified for such transfer of attachments, JPEC may elect to do such work and the CATV operator shall pay JPEC the cost thereof. In the event the CATV operator fails to transfer its attachments and JPEC does such work, JPEC shall not be liable for any consequential damages such as loss of service to the CATV operator customers.
- 3. Any existing attachment of the CATV operator, which does not conform to the specifications set out in this tariff hereof, shall be brought into conformity therewith as soon as practical. JPEC, 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.
- 4. JPEC reserves to itself, its successor and assigns, the right to maintain its poles and operate its facilities thereon in such manner as will, in its own judgment best enable it to fulfill its own service requirements. JPEC shall not be liable to the CATV operator for any interruption of service of the 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 JPEC's poles hereunder.

JPEC 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 JPEC.

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Inspections

- 1. <u>Periodic Inspection</u>: Any unauthorized or unreported attachment by the CATV operator will be billed at a rate of two (2) times the amount equal to the rate that would have been due, had the installation been made the day after the last inspection.
- 2. <u>Make-Ready Inspection</u>: Any "make-ready" inspection or "walk-through" inspection required of JPEC will be paid for by the CATV operator at a rate equal to JPEC's actual expenses, plus appropriate overhead charges.

Insurance or Bond

- 1. The CATV operator agrees to defend, indemnify and save harmless JPEC 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 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 JPEC 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 the CATV operator, its employees, agents or other representatives or from their presence on the premises of JPEC, either solely or in concurrence with any alleged joint negligence of JPEC. JPEC shall be liable for sole active negligence.
- 2. The CATV operator will provide coverage from a company authorized to do business in the Commonwealth of Kentucky:
 - A. Protection for its employees to the extent required by Worker's Compensation Law of Kentucky.
 - B. 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

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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 or property damage.

Before beginning operations under this tariff, the CATV operator shall cause to be furnished to JPEC 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 Jackson Purchase Energy 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 cancelled for any cause without thirty (30) days advance notice being first given to Jackson Purchase Energy Corporation."

Change of Use Provision

When JPEC subsequently requires a change in its poles or attachment for reasons unrelated to the CATV operator 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 JPEC's time schedule for such changes, JPEC may do the work and charge to the CATV operator its reasonable cost for performing the change of the CATV operator attachments.

Abandonment

1. If JPEC desires at any time to abandon any pole to which the 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, JPEC shall have no attachments on such pole, but the CATV operator shall not have removed all of its attachments there from, such pole shall thereupon become

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the property of the CATV operator, and the CATV operator shall save harmless JPEC from all obligation, liability, damages, cost, expenses, or charges incurred thereafter; and shall pay JPEC for such pole an amount equal to JPEC's depreciated cost thereof. JPEC shall further evidence transfer to the CATV operator of title to the pole by means of a bill of sale.

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

Rights of Others

Upon notice from JPEC 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 JPEC's poles solely because of their fee by the CATV operator shall be paid by the CATV operator.

Bond or Depositor Performance

1. The CATV operator shall furnish a bond or satisfactory evidence of contractual insurance coverage for the purposes hereinafter specified in the amount of Twenty-Five Thousand Dollars (\$25,000.00) until such time as

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| G. Kelly Nuckols | D , J. H. |
| TITLE President & CEO | Bunt Bulley |
| BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE | COMMISSION 2/1/2014 |
| IN CASE NO. 2007-00116 DATED | PURSUANT TO 807 KAR 5:011 SECTION 9 (1) June 17, 2008 |

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the CATV operator shall occupy twenty-five hundred (2,500) poles of JPEC 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 JPEC 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 JPEC of written notice of the desire of the Bonding or Insurance Company to terminate such bond or insurance. Upon receipt of such notice, JPEC shall request the CATV operator to immediately remove its cables, wires, and all other facilities from all poles of JPEC.

If the CATV operator should fail to complete the removal of all its facilities from the poles of JPEC within thirty (30) days after receipt of such request from JPEC, then JPEC 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 JPEC 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.

2. After the CATV operator has been a customer of JPEC and not in default for a period of two (2) years, JPEC shall reduce the bond by fifty percent (50%), or, at JPEC's option, require a deposit in keeping with 807 KAR 5:006, Section 8.

Use of Anchors



JPEC reserves the right to prohibit the use of any existing anchors by the CATV operator where the strength or conditions of said anchors cannot be readily identified by visual inspection. December 28, 2022

KENTUCKY PUBLIC SERVICE COMMISSION

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| DATE EFFECTIVE | March 1, 2013 | JEFF R. DEROUEN |
| | Month / Date / Year | EXECUTIVE DIRECTOR |
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Discontinuance of Service

JPEC may refuse or discontinue serving an applicant or customer under the conditions set out in 807 KAR 5:006, Section 15 (1).



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