

CUMBERLAND VALLEY ELECTRIC, INC.

**CANCELLED**

**SCHEDULE PA – POLE ATTACHMENTS**

May 28, 2025

**ARTICLE I – OVERVIEW**

**APPLICABLE**

To all territory served.

**KENTUCKY PUBLIC  
SERVICE COMMISSION**

**AVAILABLE**

To cable television system operators, telecommunications carriers, broadband internet providers, and governmental units that proceed in compliance with this Schedule. No attachment(s) shall be made to Cooperative’s Poles unless and until Cooperative has approved such attachment(s) following receipt of an appropriate application and an acknowledgement of the applicability of this Schedule. Parties with joint use agreements with the Cooperative are excluded from this Schedule. Nothing in this Schedule is intended to expand the right to attach to Cooperative’s Poles beyond those rights otherwise conveyed by law. Cooperative reserves the right, on a non-discriminatory basis, to deny access to and exclude from use any of its Poles where there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.

**REGULATION**

This Schedule includes the Cooperative’s rates, terms, and conditions governing attachments to Cooperative’s Poles. It is intended to be (and should be interpreted) consistent with the requirements of 807 KAR 5:015 (the “**Pole Attachment Regulation**”) and KRS Chapter 278. Capitalized terms not defined herein shall have the meaning prescribed in the Pole Attachment Regulation.

**APPENDICES**

This Schedule includes the following appendices:

- APPENDIX A – *Application/Request to Attach*
- APPENDIX B – *Specifications for Attachments*
- APPENDIX C – *Bill of Sale (template)*
- APPENDIX D – *Performance Bond*
- APPENDIX E – *Fees and Charges*

DATE OF ISSUE January 20, 2023

DATE EFFECTIVE December 28, 2022

ISSUED BY *Je & J Hampton*  
President & Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2022-00106 DATED 12/28/2022

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**12/28/2022**

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



CUMBERLAND VALLEY ELECTRIC, INC.

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FOR ALL AREAS SERVED

PSC KY NO. 4

May 28, 2025 ORIGINAL NO. 102

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**ARTICLE II – EXPLANATION OF TERMS**

For the purpose of this Schedule, the following terms shall have the following meanings:

- A. **Actual Inventory** is a complete count of all Attachments on Poles to which the Licensee is attached.
- B. **Approved Contractor** is a contractor appropriately qualified by the Cooperative to provide self-help surveys or Make Ready services.
- C. **Attached Pole** is a pole for which shared use is established or continued pursuant to the terms of this tariff.
- D. **Attachment** is any Licensee cable, wire, strand, circuit, service drop, permitted over-lashing, appurtenance, equipment, pedestal or apparatus of any type attached to the Cooperative’s Pole.
- E. **Communication Space** is the lower usable portion on Poles typically reserved for low-voltage communications equipment and designated for the installation of Licensee facilities, the top of which is separated from the Supply Space by the Communication Worker Safety Zone.
- F. **Communication Worker Safety Zone** is the space on a Pole below the supply space, above the Communication Space. The amount of space of the Communication Worker Safety Zone is defined by the NESC.
- G. **Complex Make-ready** means any Make-ready that is not Simple Make-ready, such as the replacement of a Pole; splicing of any Attachment or relocation of existing Wireless Facilities, even within the Communications Space; and any Transfers or work relating to the attachment of Wireless Facilities.
- H. **Cost in Place** is the cost of a bare Pole, labor to install the Pole and associated overheads, including engineering.
- I. **High Volume Orders** are requests which seek to attach to no more than one and five-tenths percent (1.5%) of Cooperative’s Poles in Kentucky or to no more than 1,000 Poles, whichever is less, and are not Lesser Volume Orders. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.
- J. **Licensee** means a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit seeking to attach or having attached new or upgraded facilities to a Pole.

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President & Chief Executive Officer

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**KENTUCKY  
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**Linda C. Bridwell**  
Executive Director

*Linda C. Bridwell*

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- K. **Lesser Volume Orders** are requests which seek to attach to no more than five-tenths percent (0.5%) of Cooperative’s poles in Kentucky or to no more than 300 Poles, whichever is less. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.
- L. **Make-ready** is all work necessary or appropriate to make space for or otherwise accommodate new or changed Attachments, including, if necessary or appropriate, Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.
- M. **Make-ready Costs** are all costs necessary for Cooperative to prepare its Poles for Licensee’s Attachments, including the costs of materials, labor, engineering, applicable overhead charges and administrative costs. Included among Make-ready Costs are the costs of installing or changing out Poles, cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with applicable requirements. Make-ready Costs shall include costs needed to correct preexisting violations of applicable standards caused by Licensee; however, Make-ready Costs shall not include costs to bring poles, attachments, or third-party or utility equipment into compliance with current published safety, reliability, and pole-owner construction standards if the poles, attachments, or third-party or utility equipment were out of compliance because of work performed by a party other than the Licensee prior to the new attachment.
- N. **Outside Party** is any person or entity other than Cooperative or Licensee that is also attached to Cooperative’s Poles consistent with law and this Schedule.
- O. **Overlashing** means to place an additional wire or cable communications facility onto an existing Attachment or messenger already secure to the pole in order to accommodate additional wire or cable communications facility capacity. An Overlash does not include a mid-span installation.
- P. **Permit** means authorization from Cooperative to the Licensee to attach an Attachment pursuant to this Schedule.

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ISSUED BY *Scott H. Angleton*  
 President & Chief Executive Officer

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**KENTUCKY  
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**Linda C. Bridwell**  
 Executive Director

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- Q. **Pole** means any pole owned or controlled by Cooperative, excluding any pole that is used primarily to support outdoor lighting or transmission-level voltages (greater than or equal to 69 kV).
- R. **Rearrange or Rearrangement** is the moving of Attachments from one position to another on a Pole.
- S. **Service Drop** means a wire or line used to connect services to a single customer, building or location by means of any attachment to a Pole. A Service Drop shall run directly from a Pole to a specific customer, without the use of any other poles.
- T. **Simple Make-ready** is Make-ready in which existing Attachments in the Communications Space of a Pole could be rearranged without any reasonable expectation of a service outage or facility damage and does not require splicing of any existing attachment or relocation of an existing Wireless Facility. Simple Make-ready does not include replacement of a Pole.
- U. **Space** is the linear portion of a pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for in this Schedule).
- V. **Standard Pole** is a pole which is tall enough to provide Supply Space, a Communication Worker Safety Zone and Communication Space, as herein defined, for Cooperative and all Attachments and strong enough to meet the requirements of the specifications mentioned in ARTICLE III for the Cooperative facilities and Attachments ordinarily placed by the parties in their respective spaces.
- W. **Supply Space** is the following described space:
1. For Cooperative, the uppermost six and a half (6 ½) feet measured from top of pole on thirty-five (35)-foot poles and the uppermost nine (9) feet measured from top of pole on forty (40)-foot poles. For all additional size poles, the Supply Space shall be specified by Cooperative upon request.
  2. For Licensee, a Communication Space of One (1) foot on both thirty-five (35)-foot and forty (40)-foot poles below the Communication Worker Safety Zone. The Supply Space shall provide at all times the minimum clearance required by the specifications mentioned in ARTICLE III and at a sufficient height above ground to provide the proper vertical clearance above ground

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President & Chief Executive Officer

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**Linda C. Bridwell**  
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**May 28, 2025** PSC KY NO. 4  
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or track rails for the lowest horizontally run line wires or cables attached in such space. Licensee will make its initial Attachments at the lowest possible point within the Communication Space that provides such ground clearance and provides one foot of separation from the nearest attachment.

3. In the event Cooperative installs a pole larger than the Standard Pole solely in anticipation of its future requirements or additions, the Supply Space for Cooperative, as defined above, for that pole shall be increased to include the additional above ground space provided by Cooperative. For avoidance of doubt, in any case Licensee shall be responsible for attaching at a height to provide the minimum ground clearance required by the specifications mentioned in ARTICLE III.

X. **Transfer** is the removal of Attachments from one Pole and the placement of them or substantially identical Attachments upon another Pole.

Y. **Wireless Facilities** are telecommunications or data transmission devices in which electromagnetic waves (rather than some form of wire or fiber) carry the signal over part or all of the communication path. Wireless Facilities include but are not limited to, antennas, distributed antenna systems, wireless transmitters, wireless gateways, mini-cells, wireless loops, wireless networks or devices transmitting in millimeter wavelength spectrum.

**ARTICLE III – ATTACHMENTS TO POLES**

A. At its own expense, Licensee shall erect, install, and maintain its Attachments in safe condition and good repair in accordance with all applicable administrative and technical requirements and specifications, as described herein. Licensee’s use of the Poles shall at all times be in conformity with all applicable: (1) accepted published modern methods; (2) requirements and specifications of the National Electrical Safety Code and subsequent revisions thereof (“NESC”), the National Electrical Code (“NEC”), the Occupational Safety and Health Act (“OSHA”) and Rural Utilities Service (“RUS”); (3) lawful requirements of public authorities; and (4) the non-discriminatory, reasonable requirements of Cooperative, including those set forth in APPENDIX B (as each may be amended from time to time). The requirements of the NESC, NEC, OSHA, and RUS are minimum requirements

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**Linda C. Bridwell**  
 Executive Director

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- B. and reasonable, additional requirements may be required, as determined by Cooperative in its discretion. To the extent any requirements or specifications may conflict, the most stringent of them shall apply.
- C. Cooperative reserves the right to amend APPENDIX B from time to time, in response to changing conditions in the local market, technological advances, business requirements, policy initiatives, or changes in federal, state, or local law. Any amendment to the APPENDIX B (“**Amendment**”) shall apply prospectively only, except to the extent required by federal, state, or local law. Existing, permitted Attachments that become non-compliant based upon an Amendment shall be grandfathered and exempted from the requirements of the Amendment unless otherwise specified or required by law, and only until such time as the Attachment is modified, moved, upgraded, repaired, replaced, or overlashed, at which point Licensee shall bring the Attachment into full compliance with the specifications of APPENDIX B then in effect.
- D. Each Licensee shall place, Transfer and Rearrange its own Attachments, and shall place guys and anchors to maintain all loads caused by its Attachments. Any guying or anchoring required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the reasonable satisfaction of Cooperative. Anchors and guys shall be in place and in effect prior to the installation of Attachments. Each applicant/Licensee shall, with due diligence, attempt at all times to execute work promptly and in such manner as not to interfere with the service of Cooperative or an Outside Party.
- E. Licensee shall exercise precautions to avoid damage to facilities of Cooperative and Outside Parties, and Licensee assumes responsibility for any and all loss or damage caused by Licensee’s actions or failures to act, including those of its employees, agents, contractors, and subcontractors. Licensee shall make an immediate report to Cooperative upon Licensee’s discovery of any loss or damage to facilities and, in addition to such other obligations as Licensee may have, hereby agrees to reimburse Cooperative for the reasonable costs and expenses incurred by Cooperative in addressing damage caused by Licensee.
- F. To further the goals of communication and cooperation with Licensee and Outside Parties, the Cooperative may conduct information meetings annually or more frequently as appropriate either online or in person. Licensee will make every effort to attend and participate.

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ISSUED BY *J. & J. Long*  
President & Chief Executive Officer

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Executive Director



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**ARTICLE IV – ESTABLISHING ATTACHMENTS TO POLES**

- A. APPLICATION. Before any person or entity shall make use of any Pole, such person or entity shall comply with the requirements set forth herein, including the submission in writing of the complete information required under APPENDIX A in the method and form reasonably required by Cooperative (the “**Application**”), and receive written authorization from Cooperative authorizing the specific use requested. Failure to request and receive Cooperative’s authorization as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.
  - 1. No application or payment is required for a Service Drop originating from a Pole and utilizing Communication Space already approved for use by a Licensee. Service Drops shall conform to Appendix B. The placement of one or more non-guyed Service Drops shall not create additional Communication Space.
  - 2. A party, without following the procedures outlined herein, may utilize vertical unused space below its specifically-authorized space for terminals, risers or other reasonable vertical Attachments if the existing use of the Pole is authorized, such use does not interfere with any Outside Party’s operations, and such use complies with the terms of this Schedule.
  - 3. If a person or entity expects to submit an Application (or series of Applications) seeking to attach to more than five-tenths percent (0.5%) of Cooperative’s Poles in Kentucky (or to more than 300 Poles, whichever is less), then as soon as reasonably practicable (and in no event less than sixty (60) days before submission of such Application(s)), the person or entity shall provide written notification to Cooperative describing the details of the expected Application, including location and number of Poles to be impacted, relevant timelines, expected Make-ready, and similar information.
  - 4. For attachments involving only Simple Make-ready, an applicant may elect to proceed with the one-touch Make-ready (“**OTMR**”) process described in Section C, below. An applicant shall elect the OTMR process in writing in its Application and shall identify the Simple Make-ready that it will

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President & Chief Executive Officer

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CUMBERLAND VALLEY ELECTRIC, INC.

5. perform. It is the responsibility of the applicant to ensure it or its contractor accurately determines if the relevant Make-ready is Simple Make-ready or Complex Make-ready. Applications not electing the OTMR process shall proceed and be processed pursuant to Section B, below.

**B. PROCEDURE**

1. Review for Completeness.

- i. Cooperative will review each Application for completeness before reviewing it on its merits. An Application is considered complete only if it provides Cooperative the information necessary under this Schedule and Appendix A to make an informed decision on the application and is accompanied by the prepayment of estimated survey costs consistent with Appendix E. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.
- ii. An Application will be considered complete unless, within ten (10) business days after Cooperative's receipt of same, Cooperative notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding.

2. Surveys.

- i. Following its receipt of a complete Application, Cooperative will conduct a survey of the relevant Poles to determine if the proposed attachment(s) may be made and to identify any Make-ready to be completed to allow for the proposed attachment(s).
- ii. Except as otherwise provided herein, the following timeframes apply:

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- a. With respect to Lesser Volume Orders, Cooperative will complete the survey and either grant or deny the applicant access within forty-five (45) days of receipt of a complete Application.
- b. With respect to High Volume Orders, Cooperative will complete the survey and either grant or deny the applicant access within sixty (60) days of receipt of a complete Application.

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ISSUED BY *[Signature]*  
President & Chief Executive Officer

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Executive Director

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c. The parties shall negotiate in good faith the timing of all requests for attachment which exceed 1,000 Poles or one and five-tenths percent (1.5%) of Cooperative's poles in Kentucky.

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iii. Each applicant shall be responsible for the costs of surveys made to review its Application, even if the Application is ultimately denied or the applicant decides not to go forward with the attachments.

iv. Applicant and relevant Outside Parties may be present for any field inspection conducted as part of a Cooperative's survey. Cooperative will use commercially reasonable efforts to provide these parties with advance notice of not less than five (5) business days of any field inspection and provide the date, time, and location of the inspection, and name of the contractor, if any, performing the inspection.

3. Make-Ready Estimates

i. Within fourteen (14) days of providing a response granting access to an applicant following a survey, Cooperative will provide the applicant a detailed, written estimate (on a pole-by-pole basis if requested and reasonably calculable) describing the charges to perform all necessary Make-ready ("**Make-ready Estimate**"). Cooperative will provide documentation that is sufficient to determine the basis of its estimated charges, including any projected material, labor, and other related costs that form the basis of the estimate.

ii. Cooperative's Make-ready Estimates shall be valid for fourteen (14) days after presentation. Thereafter, all Make-ready Estimates shall be automatically withdrawn and an applicant must request a new estimate.

4. Make-ready

i. Within seven (7) days (or sooner, if practical) of Cooperative's receipt of payment for survey costs and the Make-ready Estimate, Cooperative will attempt to notify all known entities with existing attachments that could be affected by the Make-ready.

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ISSUED BY *Jack D. Longstrech*  
President & Chief Executive Officer

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**KENTUCKY  
PUBLIC SERVICE COMMISSION**  
  
**Linda C. Bridwell**  
Executive Director  
  
*Linda C. Bridwell*  
  
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CUMBERLAND VALLEY ELECTRIC, INC.

- a. For Make-ready in the Communications Space, the notice will be written and:
  - i. State where and what Make-ready will be performed;
  - ii. State a date for completion of Make-ready (which date will be no more than thirty (30) days after the notification is sent in the case of Lesser Volume Orders, and no more than seventy-five (75) days after the notification is sent in the case of High Volume Orders);
  - iii. State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified Make-ready before the date established for completion;
  - iv. State that, if Make-ready is not completed by the completion date established by Cooperative, the applicant may complete the Make-ready; and
  - v. State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure.
- b. For Make-ready above the Communications Space, the notice will be written and:
  - i. State where and what Make-ready will be performed;
  - ii. State a date for completion of Make-ready (which date will be no more than ninety (90) days after the notification is sent in the case of Lesser Volume Orders, and no more than one-hundred thirty-five (135) days after the notification is sent in the case of High Volume Orders);
  - iii. (135) days after the notification is sent in the case of High Volume Orders);
  - iv. State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified Make-ready before the date established for completion;
  - v. State that Cooperative may assert its right to up to fifteen (15) additional days to complete Make-ready, consistent with the Pole Attachment Regulation;

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- vi. State that if Make-ready is not completed by the completion date established by Cooperative, the applicant may complete the Make-ready; and
- vii. State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure.
- ii. Cooperative will provide the applicant a copy of the notice(s) and the existing attachers' contact information and address where the Cooperative sent the notices. The applicant shall be responsible for coordinating with existing attachers to encourage completion of Make-ready by the dates established by Cooperative.
- iii. Cooperative will complete its own Make-ready consistent with the dates established in the relevant notice(s).

5. Final Invoice

Within a reasonable period, not to exceed one-hundred twenty (120) days after Cooperative completes its Make-ready, Cooperative shall provide:

- i. A detailed, itemized final invoice of the actual survey charges incurred if the final survey costs for an Application differ from any estimate previously paid for the survey work or if no estimate was previously paid; and
- ii. A detailed, itemized final invoice, on a pole-by-pole basis if requested and reasonably calculable, of the actual Make-ready Costs to accommodate Attachments if the final Make-ready Costs differ from the estimate provided and previously paid by the applicant.
- b. Upon receipt of payment for the final invoice, Cooperative shall grant to the applicant authorization (a Permit) to use the relevant Poles and to make Attachments in accordance with the terms of this Schedule. The Licensee shall have 180 days from the date Cooperative has issued a Permit to complete attachment of Licensee's Attachment. If the Attachment has not been completed within the 180-day

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President & Chief Executive Officer

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period, the Permit shall automatically terminate without further notice to Licensee as to any Pole or Poles covered by the Permit to which Licensee has not attached its Attachment. In the event that the Permit to attach is terminated as set forth herein, Licensee shall not be reimbursed any fees or charges associated with any surveys or Make-ready.

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c. Licensee shall notify Cooperative within fifteen (15) days of completion of an Attachment to a particular Pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the Attachment. Cooperative shall have fourteen (14) days after completion of its inspection to notify the Licensee of any damage or code violations caused by the Attachment. If Cooperative discovers damage or code violations caused by the Attachment, then Cooperative will inform Licensee and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations or require Licensee to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with this activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of Attachments beyond their initial attachment, nor shall it limit or impact Cooperative's rights and remedies with respect to enforcement of Licensee's obligations beyond initial attachment.

6. Deviations from Make-Ready Timeline

i. Cooperative may deviate from the time limits specified in this Schedule before offering an estimate of charges if the applicant failed to satisfy a condition in this Schedule.

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ii. Cooperative may deviate from the time limits established in this Schedule during performance of Make-ready for good and sufficient cause that renders it infeasible for Cooperative to complete make-ready within the time limits established. If Cooperative deviates it will immediately notify, in writing, the applicant and affected Outside Parties and shall identify the affected Poles and include a detailed explanation of the reason for the deviation and a new completion date. Cooperative shall deviate from the time limits established for a period no longer than necessary to complete and shall resume Make-ready without discrimination once it returns to routine operations.

iii. Cooperative or an Outside Party may deviate from the time limits established in this section during performance of complex Make-ready for reasons of safety or service interruption that renders it infeasible to complete complex Make-ready within the time limits established in this section. The applicant and other affected existing attachers shall be notified in writing of any such deviation, which notice shall identify the affected Poles, include a detailed explanation of the basis for the deviation, and include a new completion date, which new completion date shall not extend beyond sixty (60) days from the completion date provided in the case of Lesser Volume Orders or one-hundred and five (105) days in the case of High-Volume Orders. No deviation will extend for a period for longer than necessary to complete Make-ready on the affected Poles.

7. Self-Help Remedy

i. Should Cooperative or an Outside Party decline or fail to complete its prescribed steps within the time limits established in this Schedule, then an applicant may elect to hire an Approved Contractor to complete the step as specified in this subsection.

ii. Cooperative and any Outside Party to be present for any work conducted as part of the self-help remedy.

iii. An applicant shall use commercially reasonable efforts to provide Cooperative and Outside Parties with advance notice of not less than

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May 28, 2025  
  
**KENTUCKY PUBLIC  
SERVICE COMMISSION**

DATE OF ISSUE January 20, 2023

DATE EFFECTIVE December 28, 2022

ISSUED BY *Ted Hampton*  
President & Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2022-00106 DATED 12/28/2022

**KENTUCKY  
PUBLIC SERVICE COMMISSION**  
  
**Linda C. Bridwell**  
Executive Director  
  
*Linda C. Bridwell*  
  
EFFECTIVE  
**12/28/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**APPENDIX A – APPLICATION / REQUEST TO ATTACH**

Licensee Job # \_\_\_\_\_ (to be completed by Licensee)  
Cooperative Work Order # \_\_\_\_\_ (to be completed by Cooperative)

**SECTION 1 - REQUEST FOR APPROVAL TO PLACE ATTACHMENTS ON A POLE (to be completed by Licensee)**

Company		Poles with Attachments (specify quantity)	Added	
Project			Removed	
Request Date			Overlashed	
Name			Modified	
Title		Estimated Construction Dates	Start	
Phone			Completion	
Email		Fees Submitted:	Application	
Signature:			Other	
One Touch Make-Ready? (Yes or No)			If yes, please attach section 3 (OTMR addendum)	
Make Ready Anticipated? (Yes or No)				

Location of Attachment Request (Street Address and Coordinates (Lat, Long)):

**Checklist of Attached Documents (Containing Licensee Job #):**

- Appendix A- OTMR Addendum selected contractors (if applicable)
- Detailed construction plans, drawings, and maps consistent with Appendix B
- Spreadsheet, containing the following:
  - Poles that we wish to use (number, Lat, Long)
  - Point of attachment (proposed height) on each pole
  - Number and type of attachments to be placed on each pole (including anchor type and distance from
  - Relocations or replacements of poles
  - Rearrangements of fixtures and equipment necessary
  - Additional poles required

*The included information represents our proposed facilities. Any changes will be submitted to Cooperative for approval prior to construction. The Licensee will obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities for the Licensee's proposed service and all easements, licenses, rights-of-way and permits necessary for the proposed use of these poles.*

**SECTION 2 - APPROVAL/DENIAL OF REQUEST (to be completed by Cooperative)**

Response Date		Utility Make Ready Construction Required?	
Name		Total Estimated Cost to Licensee (Detailed invoice to be provided)	May 28, 2025
Title		Permit #	
Phone			
Email			
Request	Approve	If denied, reason for denial:	KENTUCKY PUBLIC SERVICE COMMISSION
Response	Deny		
Signature:			

CANCELLED

*Owner hereby grants License to Licensee to make Attachments as described above, subject to the terms and conditions of the Tariff.*

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N

**CANCELLED**

FOR ALL AREAS SERVED  
May 28, 2025 PSC KY NO. 4  
ORIGINAL NO. 139

**KENTUCKY PUBLIC  
SERVICE COMMISSION**

CUMBERLAND VALLEY ELECTRIC, INC.

**APPENDIX B – SPECIFICATIONS FOR ATTACHMENTS**

Licensee, when making Attachments to Cooperative Poles, will adhere to the following engineering and construction practices.

A. All Attachments shall be made in accordance with ARTICLE III.

B. Clearances

1. Attachment and Cable Clearances: Licensee's Attachments on Cooperative Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separation specified in the most updated version National Electrical Safety Code ("NESC").

2. Service Drop Clearance: From the pole to the home/building the parallel minimum separation between Cooperative's service drops and Licensee's service drops shall conform to the NESC.

3. Other Drop Clearances: All other drop clearances at the mid-span must conform to the NESC.

a. Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, the minimum separation must be maintained between all telecommunication cables that meet NESC rules (includes common phone, CATV, and fiber optic cables lashed to an effectively grounded messenger strand or self-supporting cables).

4. Vertical Risers: All risers, including those providing 120/240 volt powers for Licensee's equipment enclosure, shall be placed on the quarter faces of the pole and must be installed in conduit with weatherhead (if possible). A two- (2) inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained.

5. Climbing Space: A clear climbing space must be maintained at all times on the face of the pole. All Attachments must be placed so as to allow and maintain a clear and proper climbing space on the face of Cooperative pole. Licensee's cable/wire Attachments shall be placed on the same side of the pole as those of other Attaching Entities. In general, all other Attachments and risers should be placed on pole quarter faces.

6. Pedestals and Enclosures: Every effort should be made to install pedestals, vaults and/or enclosures at a minimum of four (4) feet from poles or other Cooperative facilities, or the distance specified by Cooperative, whichever is greater.

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Executive Director



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**CANCELLED**

FOR ALL AREAS SERVED

PSC KY NO. 4

May 28, 2025 ORIGINAL NO. 140

**KENTUCKY PUBLIC  
SERVICE COMMISSION**

CUMBERLAND VALLEY ELECTRIC, INC.

C. Anchors and Guys

1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on Cooperative's poles by Licensee's Attachments. Anchors must be guyed adequately.
2. Anchors and guy wires must be installed on each Cooperative pole where an angle or a dead-end occurs. Licensee shall make guy attachments to poles at or below its cable attachment. Per RUS requirements, no proposed anchor can be within five (5) feet of an existing anchor.
3. Licensee may not attach guy wires to the anchors of Cooperative or third-party user without the anchor Cooperative's specific prior written consent.
4. No Attachment may be installed on a Cooperative pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Cooperative poles until all required guys and anchors are installed.
5. Licensee's down guys, if needed, shall be bonded, to the vertical ground wires of Cooperative's pole, in accordance with applicable NESC rules. If there is no vertical ground present at the pole, Licensee shall notify Cooperative and a ground will be added to pole at Cooperative's expense for Licensee to bond to.

D. Certification of Licensee's Design

1. Licensee's Attachment Permit application must be signed and sealed by a professional engineer, registered in the State of Kentucky, certifying that Licensee's aerial cable design fully complies with the NESC and Cooperative's Construction Standards and any other applicable federal, state or local codes and/or requirements, or Licensee will pay Cooperative for actual costs for necessary engineering and post-construction inspection and to ensure Licensee's design fully complies with the NESC and Electric Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements.
2. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Cooperative's facilities and other Attaching Entities' facilities that exist on the poles without regard to the condition of the existing facilities.

E. Miscellaneous Requirements

1. Attachments: All Attachments will be made on the street side of the pole unless otherwise approved by Cooperative.

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