

CTAC

Cable Television Attachment Charges

APPLICABLE

In all territory served.

AVAILABILITY

Available to any established and properly franchised operator of a cable television system (herein called Customer) who applies for the right to make cable attachments to Company's poles in accordance with the terms and conditions herein set forth. Any entitlement acquired by a Customer here- under shall not be exclusive and shall be subject to existing rights and privileges acquired by other public utilities or entities making lawful use of Company's poles.

APPLICABILITY OF PSC OF KY. ORDER (CASE NO. 251)

This rate schedule is issued pursuant to an Order of the Public Service Commission of Kentucky dated September 17, 1982, in Administrative Case No. 251 (hereinafter called "Order 251"), and an Order in Administrative Case No. 251-26, dated May 31, 1983. Order 251 specifies, inter alia, the formula to be used in arriving at the charges to be made for the service provided herein. Company shall have the right to file with the Commission revisions of this rate schedule, including revisions of the charges for service, any such filing to be made in accordance with law and the rules of the Commission.

ATTACHMENT CHARGES

For each attachment to a pole on which three parties have attachments

38 cents per month

For each attachment to a pole on which two parties have attachments

53 cents per month

CANCELLED
JUL - 1 2004

PAYMENT OF CHARGES

Charges will be billed monthly. Charges applicable to attachments made or reserved during any calendar month will be billed for the full month and will not be prorated for portions of a month. Likewise, any attachments

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

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SECRETARY OF THE COMMISSION

R. M. Hewett
R. M. Hewett, Group Executive
Louisville, Kentucky

Issued Pursuant to K.P.S.C. Order of 12/21/90 in Case No. 90-158

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Cable Television Attachment Charges (Continued)

removed during any month will be credited for the full month in which such removal occurred. All payments will be due within thirty days from date of bill.

PENALTY FOR UNAUTHORIZED ATTACHMENTS

If and when Company determines that Customer has made attachments to Company's poles without prior authorization, Company will make a charge of twice the charge otherwise payable, for the period from the date of such attachment to the billing date. If make-ready costs are involved in connection with such unauthorized attachments, Company will bill such make-ready charges at twice the amount otherwise payable.

TERMS AND CONDITIONS

1. Customer shall secure any right, license or permit from any governmental body, authority or other person or persons which may be required for the construction or maintenance of its facilities. Nothing herein shall be deemed or construed to constitute a grant of any easement, right-of-way, or franchise by Company or any other party. Company does not warrant that any of its easements, rights-of-way, or franchises provide for the construction and maintenance of Customer's facilities. Customer shall erect, construct, attach and maintain its facilities solely at its risk and Company, by the granting of rights and privileges hereunder, does not assume any obligation or liability for the adequacy of Customer's easements, rights-of-way or franchises. Customer shall indemnify and save harmless Company from any and all claims, including the expenses incurred by Company to defend itself against such claims, resulting from or arising out of the failure of Customer to secure such right, license, permit or easement for the construction or maintenance of said facilities.
2. If Customer has not already done so prior to the effective date of this rate schedule, Customer shall furnish to Company, in a form suitable to Company, four copies of a map of the appropriate county in Kentucky or portion thereof upon which Customer shall indicate the general area in which it plans to install or has already installed cable television facilities. Such map shall be revised from time to time by Customer and furnished in the same number of copies to Company before Customer extends its system into additional areas within Company's service area.
3. Customer shall make written application for permission to install attachments on any pole of Company, specifying the location of each pole, the character of its proposed attachments and the amount and location of space desired. As soon thereafter as practicable, Company shall notify Customer in writing whether or not it is willing to permit an attachment to such pole "as is" or whether the Customer and Company shall determine

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BY *William O. Bell*
R. M. Hewett
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Louisville, Kentucky

Issued Pursuant to K.P.S.C. Order of 5/31/83 in Case No. 251-26

CTAC

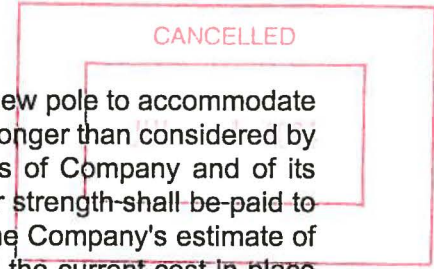
Cable Television Attachment Charges (Continued)

by mutual agreement after a "walk through" (or other mutually agreeable method) by representatives of both parties the reasonable cost for make-ready adjustments or other appropriate work on poles (including replacement). All rights granted to Customer under this rate schedule shall be subject to the prior rights of the South Central Bell Telephone Company, and any other prior licensees, their successors or assigns.

4. All attachments are to be placed on poles of Company in a manner satisfactory to Company and so as not to interfere with the present or any future use which Company may desire to make of said poles or attachments thereto. Company will furnish Customer with a drawing showing the general arrangement and location of Customer's attachments that is satisfactory to the Company. All attachments shall be installed and at all times maintained by Customer so as to comply at least with the minimum requirements of the National Electric Safety Code, regulations of the Kentucky Public Service Commission and any other applicable regulations or codes promulgated by state, local or other governmental authority having jurisdiction. Customer shall take any necessary precautions, by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of Customer's attachments on Company's poles. Customer shall install, maintain and remove its equipment in such manner, and employ such methods and procedures, as to make it unnecessary for Company to de-energize any of its electric lines or facilities, and Company shall have no obligation to so de-energize its facilities for the present or future use of its poles and equipment and of any interference therewith.

5. In any case where Company deems it necessary to install a new pole to accommodate Customer's attachments and the new pole is to be taller or stronger than considered by Company to be necessary to accommodate the attachments of Company and of its other licensees, the "make-ready" cost of such extra height or strength shall be paid to Company by Customer. Such cost shall be a sum equal to the Company's estimate of the difference between the cost in place of the new pole and the current cost in place of a pole considered by Company to be adequate for the attachments of Company and of its licensees. The aforesaid payment shall be made whether the new pole is an initial installation or replacement of an existing pole. The new pole shall be the property of Company regardless of any payments by Customer toward its cost, and Customer shall acquire no right, title or interest in and to such pole.

6. Where a new pole is erected hereunder (including the replacement of an existing pole) solely to adequately provide for the attachments Customer proposes to place on the new pole, Customer shall pay Company a sum equal to the actual cost of the



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Louisville, Kentucky

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Cable Television Attachment Charges (Continued)

the new pole in place, plus the cost of removal of the existing pole, if any, minus the salvage value of the removed pole. Customer shall also pay to the Company and the respective existing licensees the cost of removing all attachments from the pole and reestablishing the same or like attachments on the newly installed pole, with appropriate salvage credit allowance for any attachments which are not reused in such replacement, and the cost of installing any new or additional attachments required solely because of the erection of such new pole. The new pole shall be the property of Company regardless of any payments by Customer toward its cost and Customer shall acquire no right, title or interest in and to such pole.

7. Prior to any strand construction or attachment, Customer shall install appropriate guys and anchors of a type approved by Company in those instances when proper construction requires the same. Customer shall obtain appropriate easements or rights-of-way from appropriate property owners for such equipment and for any other facilities of Customer.

8. If Customer's desired attachments can be accommodated on existing poles of Company by rearrangement of facilities of Company and of other licensees thereon and should it be necessary for Company to rearrange its facilities on existing poles of others in order to accommodate Customer's desired attachments, such rearrangement shall be made and Customer shall, on demand, reimburse Company for any expense incurred by it in transferring or rearranging said facilities. Any additional guying required by reason of such rearrangements shall be provided by or at the expense of Customer and to the satisfaction of Company.

9. Customer will obtain and maintain at all times during the use of Company's poles hereunder policies of insurance or a bond at Customer's option (with waiver of subrogation endorsement and contractual rider) with Company named as an additional primary insured as follows:

(a) Public liability insurance or a bond in an amount not less than \$300,000 for any one occurrence.

(b) Property damage liability insurance or a bond in an amount not less than \$100,000 for any one occurrence.

(c) In addition, Customer shall carry catastrophe or excess liability insurance or a bond covering the foregoing perils in an amount not less than \$5,000,000 for any one occurrence.

REVOKED
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Cable Television Attachment Charges (Continued)

- (d) Each such policy or a bond shall contain a contractual rider covering liability assumed by the Customer under the indemnity agreement set forth immediately below.

Whether or not a policy of insurance or a bond is in effect, Customer will indemnify, hold harmless, and defend Company from and against any and all actions or causes of actions, claims, demands, liabilities, loss, damage or expense of whatever kind and nature, including payments made under any workmen's compensation law or under any plan for employees' disability and death benefits, and attorneys' fees, which Company may suffer or incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss of use thereof, arising out of or in any manner connected with the facilities of Customer to be installed hereunder including, but not limited to, the installation, maintenance, operation or removal thereof, or at any other time, or which Company may sustain or incur in connection with any litigation, investigation, or other expenditures incident thereto, including any suit instituted to enforce the obligation of this agreement of indemnity, due in whole or in part to any act, omission, or negligence of Customer or joint fault of Company and Customer and their representatives, employees or contractors (except insofar as such indemnity arising out of any acts or omissions of such representatives or employees may be found to be contrary to law, in which case this provision for indemnity shall in all other respects be and remain effective and binding). The amount of such indemnity shall be covered under the insurance policy or bond and shall not be less than the limits set forth in Items (a), (b) and (c) above. Before Customer shall become entitled to any rights under this rate schedule and prior to making attachments to Company's poles, Customer shall furnish to Company a copy of each of its aforesaid insurance policies, or bond, from an insurance carrier(s) acceptable to Company, and a certificate(s) from said carrier(s) or bonding company stating that policies of insurance have been issued by it to Customer providing for the insurance or bond coverage listed above and that such policies are in force. Such certificate shall state that the insurance carrier or bonding company will give Company fifteen days' prior written notice of any cancellation of or material change in such policies. The certificate shall also quote in full the agreements of indemnity set forth herein and in Paragraphs 4, 18 and 21 of this "Terms and Conditions" section as evidence of the type of contractual liability coverage furnished. If such certificate recites that it is subject to any exceptions contained in the policy or policies of insurance, such exceptions shall be stated in full in said certificate and Company may, at its discretion, require Customer before starting work to obtain policies of insurance which are not subject to any exceptions which Company finds objectionable.

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Cable Television Attachment Charges (Continued)

- 10. Under no circumstances shall Customer, its employees or contractors or subcontractors, disturb, tamper with or contact any of Company's equipment, other than poles. Extra precautions shall be taken to avoid contact with Company's lines, wires and transformers, whether or not they appear to be energized.
- 11. Company reserves the right to, but shall not be obligated to, inspect each new installation of Customer on its poles or on poles other to which its facilities are attached and to make periodic inspections, semi-annually or more often as conditions may warrant. Company's right to make such inspections and any inspection made pursuant to such right shall not relieve Customer of any responsibility, obligation or liability assumed under this rate schedule.
- 12. If the Company finds substandard installations by the Customer, the Company may give to Customer a period of time, not to exceed ten days, to make such adjustments at its own expense, or Company, at its option, may make said corrections and charge the Customer the cost of correcting such installations.
- 13. In the event that the Company finds it necessary or appropriate to change its poles or attachments for reasons unrelated to Customer's operations, the Customer shall be given notice of the change (e.g., relocation to another pole) and the Customer shall make the necessary adjustment at its expense within 30 days. If Customer fails to make said adjustments within the prescribed time, Company may make said changes, notwithstanding the presence of Customer's facilities and may, if necessary, separate or otherwise remove Customer's cables or equipment.
- 14. Whenever Company notifies Customer in writing that the attachments of Customer interfere with the operation of equipment of Company or other licensee, or constitute a hazard to the service rendered by Company or other licensee, or fail to comply with the codes or regulations hereinbefore referred to, Customer shall ~~within ten days after the date of such notice remove, rearrange, or change its attachments as directed by Company.~~ ^{PUBLIC SERVICE COMMISSION} ~~remove, separate, or relocate the attachments of Customer at Customer's expense.~~ ^{SECTION 10.01} ^{EFFECTIVE}
- 15. Upon thirty days' written notice to Customer, Company may ~~discontinue the use of, remove, replace or change the location of any or all of its poles or attachments regardless of any occupancy of Company's poles by Customer or Customer shall at its sole cost, within ten days after such notice by Company, make such changes in, remove or transfer its attachments as shall be required by such action of Company.~~ ^{PURSUANT TO 207 KAR 50.11} ^{SECTION 10.01} ^{EFFECTIVE}

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Cable Television Attachment Charges (Continued)

- 16. Customer may at any time abandon the use of a Company pole by removing therefrom all of its attachments and by giving written notice thereof to Company.
- 17. Unless otherwise mutually agreed, electric service for television amplifiers of Customer shall be supplied from the lines of Company in the manner shown on a standardized sketch, which Company will supply to Customer on request, and shall be served and billed at Company's applicable rate for electric service.
- 18. Customer shall release Company from any and all liability for loss of or damage to the facilities of Customer and for any interruption to or failure of the service rendered by Customer with respect to which such facilities are used, unless the loss, damage or interruption was caused by the sole negligence of Company. Customer shall indemnify, hold harmless, and defend Company from and against any and all loss, damage, cost or expense which Company may suffer or for which Company may be held liable because of interference with television reception of said subscribers or others, arising out of or in any manner connected with the attachment, operation, and maintenance of the facilities of Customer on the poles of Company under this rate schedule, unless the loss, damage or interruption was caused by the sole negligence of the Company. In the event that any part of this provision for indemnity is found to be contrary to law, all other parts of this provision for indemnity shall remain effective and binding.
- 19. All costs referred to in Paragraphs 5, 6, 12, 14, 20 and 22 of this "Terms and Conditions" section shall include, in addition to direct costs of material, labor and equipment usage, appropriate allowances for taxes, insurance, fringe benefits and other indirect expenses applicable to labor, stores expense, supervision, engineering, and administrative and general expenses, all to be determined and applied in accordance with Company's standard procedures then in effect and applicable to work it performs for the account of other parties.
- 20. All costs of every kind incurred by Company in the performance of Company's work necessitated by Customer pursuant to the above conditions shall be billed to Customer and paid in full within 30 days of billing date. The term "all costs" shall include, but not be limited to, the expense of protecting and relocating Company's facilities, and repairing damage caused by Customer to Company's facilities, and the costs of having Company's representatives on each site during construction. To determine "all costs," Company shall for each such project of Customer accumulate cost data through Company's normal cost accumulation procedures.

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PUBLIC SERVICE COMMISSION
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BY: Stephan D. Bee
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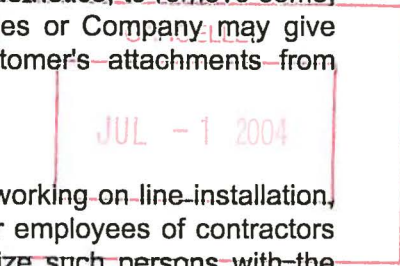
Cable Television Attachment Charges (Continued)

21. Customer shall furnish bond, in a form and substance satisfactory to Company, in the amount of One Hundred Thousand Dollars (\$100,000.00) to guarantee the performance of the obligations assumed by Customer under the terms of this rate schedule not otherwise covered by the insurance required by Paragraph 9 above (such as, but not limited to, Customer's removal of its facilities at termination hereof or payment of monies due hereunder). Such bond shall be submitted to Company at the time of Customer's application under this rate schedule and prior to Customer's making attachments to Company's poles. In addition, Company, at its discretion, may require Customer, upon written notice and before the undertaking by Company of any subsequent action for the benefit of the Customer, to advance to Company an amount equal to the estimated costs of any work which Company has been authorized to perform, either by reason of an application of Customer or otherwise, plus any amounts then due Company by Customer, or to furnish additional bond, in lieu thereof, in an equal amount. After two years have passed from the date of the initial issuance of Customer's bond hereunder, if Customer has substantially complied with its obligations hereunder, Customer may apply to Company for a reduction of the penal sum of its bond, for the release of the corporate surety thereon, or for other relief--which application shall not be unreasonably denied, provided that no reduction or other concession or indulgence with respect to said bond shall release Customer from any underlying obligations.

22. If Customer fails to comply with any of the provisions of this rate schedule or defaults in the performance of any of its obligations under this rate schedule and fails within thirty days after written notice from Company to correct such defaults or noncompliance, Company may, at its option, forthwith terminate the specific permit or permits covering the poles and Customer's attachments to which such default or noncompliance is applicable and remove or rearrange attachments or facilities of Customer at Customer's expense, or Company may require Customer, upon reasonable notice, to remove some, but not all, of Customer's attachments from Company's poles or Company may give Customer written notice to completely remove all of Customer's attachments from Company's poles within 120 days.

23. Customer will instruct or cause to be instructed the persons working on line installation, maintenance or otherwise (whether they be its employees or employees of contractors or subcontractors) on Company's facilities so as to familiarize such persons with the requirements of the National Electric Safety Code. Said persons shall observe the requirements of the National Electric Safety Code, and all equipment installed shall comply therewith.

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Cable Television Attachment Charges (Continued)

- 24. The term "Customer" shall include its employees and agents and its contractors and subcontractors and their employees and agents.
- 25. Customer shall not assign, transfer or sublet any of the rights hereby acquired without the prior written consent of Company.
- 26. To the extent they are not in conflict with nor inconsistent with the special provisions of this rate schedule, Company's General Rules and Regulations Governing the Supply of Electric Service, as filed with the Public Service Commission of Kentucky, shall be applicable to the service rendered hereunder.
- 27. This rate schedule, and any service rendered pursuant hereto, is subject to Order 251 and to the continuing regulatory jurisdiction of the Public Service Commission of Kentucky.

CANCELLED
JUL - 1, 2004

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EFFECTIVE

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Louisville, Kentucky

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