

Form for filing Rate Schedules

For All Areas Served  
Community, Town or City  
P.S.C. No. \_\_\_\_\_

Clark Energy Cooperative Inc.  
Name of Issuing Corporation

Original SHEET NO. 82  
CANCELLING P.S.C. NO. \_\_\_\_\_  
Original SHEET NO. 35

CLASSIFICATION OF SERVICE

CABLE TELEVISION ATTACHMENT TARIFF

APPLICABILITY

In all territory served by the cooperative on poles owned and used by the cooperative 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	\$3.10
Three-party pole attachment	\$2.45
Two-party anchor attachment	\$3.54
Three-party anchor attachment	\$2.36
Grounding attachment - two party	.33
Grounding attachment - three party	.20

The above charges are net and payable within ten days from the date of the bill.

LATE PAYMENT FEES

An amount equal to five percent (5%) of the past-due amount will be added to all accounts that are in a past-due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply to the net bill, exclusive of special charges, tax, and other assessments.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 15 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)  
BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

DATE OF ISSUE August 29, 1997

DATE EFFECTIVE Sept. 15, 1997

ISSUED BY [Signature]  
Name of Officer

TITLE President & CEO

Issued by authority of an Order of the Public Service Commission in  
Case No. \_\_\_\_\_ dated \_\_\_\_\_.

05/01

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PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

Original SHEET NO. 83

SEP 15 1997

Clark Energy Cooperative Inc.  
Name of Issuing Corporation

CANCELLING P.S.C. NO. \_\_\_\_\_

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

Original SHEET NO. 36

BY: Stephan D. Bell

SECRETARY OF THE COMMISSION

CLASSIFICATION OF SERVICE

CABLE TELEVISION ATTACHMENT TARIFF

SPECIFICATIONS

- A. The attachment to poles covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code, 1981 Edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.
- B. The strength of poles covered by this agreement shall be sufficient to withstand the transverse and vertical load imposed upon them-under the storm loading of the National Electrical Safety Code assumed for the area in which they are located.

ESTABLISHING POLE USE

A. Before the CATV operations shall make use of any of the poles of the Cooperative under this tariff, they shall notify the Cooperative of their intent in writing 30 days prior to intended date of use and shall comply with the procedures established by the Cooperative. The CATV operator shall furnish the Cooperative detailed construction plans and drawings for 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 attachments, any relocation or replacements of existing poles and any additional poles that CATV intends to install.

The Cooperative shall, on the basis of such detailed construction plans and drawings, submit to the CATV operators a cost estimate (including overhead and less salvage value of materials) of all changes that may be required in each such pole line. Upon written notice by the CATV operators to the Cooperative that the cost estimate is approved and payment of a deposit in the amount equal to 100% of the cost estimate, the Cooperative shall proceed with the necessary changes in pole lines covered by cost estimate. Upon completion of all changes, the CATV operators shall have the right hereunder to make attachments in accordance with the terms of the application of this tariff. The CATV operators shall, at their own expense, make attachments in such manner as not to interfere with the service of the Cooperative.

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ISSUED BY *Stephan D. Bell*  
Name of Officer

TITLE President & CEO

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SEP 15 1997

Original SHEET NO. 84

Clark Energy Cooperative Inc.  
Name of Issuing Corporation

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

CANCELLING P.S.C. NO. \_\_\_\_\_

Original SHEET NO. 37

BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

CLASSIFICATION OF SERVICE

CABLE TELEVISION ATTACHMENT TARIFF

- B. Upon completion of all changes, the CATV operators shall pay to the Cooperative or the Cooperative shall refund any deposit in excess of the actual cost (including overhead and less salvage value of materials) of making such changes. The obligations of the CATV operators hereunder shall not be limited to amounts shown on estimates made by the Cooperative hereunder. An itemized statement of the actual cost of all such changes shall be submitted by the Cooperative to the CATV operators, in a form mutually agreed upon.
- C. Any reclearing of existing rights-of-way and any tree trimming necessary for the establishment of pole lines attachments hereunder shall be performed by the CATV operators.
- D. 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 operators for changes in pole line under this tariff shall not entitle the CATV operator to the ownership of any of said poles.
- E. Any charges necessary for correction of substandard installation made by the CATV operators, where notice of intent had not been requested, shall be billed at rate equal to twice the charges that would have been imposed if the attachment had been properly authorized.
- F. The CATV operator shall not set poles, rearrange, replace, remove or in any way modify any facilities belonging to the cooperative.

EASEMENTS AND RIGHTS-OF-WAY

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

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25/01

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For All Areas Served  
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SEP 15 1997

Original SHEET NO. 85

Clark Energy Cooperative Inc.  
Name of Issuing Corporation

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

CANCELLING P.S.C. NO. \_\_\_\_\_

Original SHEET NO. 38

BY: Stephan D Bell  
SECRETARY OF THE COMMISSION

CLASSIFICATION OF SERVICE

MAINTENANCE OF POLES, ATTACHMENTS AND OPERATION

- A. Whenever right-of-way considerations or public regulations make relocation of a pole, or poles necessary, such relocation shall be made by the Cooperative at its own expense, except that each party shall bear the cost of transferring its own attachments.
- B. 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 operators, specifying in said notice the time of such proposed replacement or relocation, and the CATV operators shall, at the time so specified, transfer its attachments to the new or relocated pole. Should the CATV operators fail to transfer its attachments to the new or relocated pole at the time specified for such transfer of attachments, the Cooperative may elect to do such work and the CATV operators shall pay the Cooperative the cost thereof. In the event the CATV operators fail to transfer its attachments and the Cooperative does such work, the Cooperative shall not be liable for any loss or damage to the CATV operators' facilities which may result therefrom.
- C. Any existing attachment of CATV which does not conform to the specifications as set out in this tariff hereof shall be brought into conformity therewith as soon as practical. 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 operators of any responsibility, obligations or liability assumed under the tariff.
- D. 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 judgement, best enable it to fulfill its own service requirements, but in accordance with the specifications herein above referred to. The Cooperative shall not be liable to the CATV for any interruption of service or CATV operator or for interference with the operation of the cables, wires and appliances of the CATV operators arising in any manner out of the use of the Cooperative's poles hereunder.

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TITLE President & CEO

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C5/01

CLARK ENERGY COOPERATIVE  
CATV POLE ATTACHMENTS  
PSC ADMINISTRATIVE CASE NO. 251-30  
PSC Order Dated March 31, 1983

RESPONSE TO ITEM NO. 3 (Cont'd)

1. Equation - Annual Charge - Two-party Pole

Annual Charge [(weighted avg. cost 35' and 40' poles x .85)  
-\$12.50] x annual fixed cost x .1224

2. Equation - Annual Charge - Three-party Pole

Annual Charge [(weighted avg. cost 40' and 45' poles x .85)  
-\$12.50] x annual fixed cost x .0759

Two-party Charge - (\$137.23 x .85) - 0\* x 21.74% x .1224 \$3.10

Three-party Charge - (\$174.48 x .85) - 0\* x 21.74% x .0759 = \$2.45

3. Equation - Annual Charge - Two-party Anchor Attachment

Annual Charge weighted avg. cost x annual fixed cost x .5  
\$32.56 x 21.74% x .5 \$3.54

4. Equation - Annual Charge - Three-party Anchor Attachment

Annual Charge weighted avg. cost x annual fixed cost x .333  
\$32.56 x 21.74% x .333 \$2.36

5. Equation - Annual Charge - Grounding Attachment

Annual Charge - Two-party weighted avg. cost x annual fixed cost x .1224  
\$12.50 x 21.74% x .1224 \$ .33

6. Equation - Annual Charge - Grounding Attachment

Annual Charge - Three-party = weighted avg. cost x annual fixed  
cost x .0759 \$ 12.50 x 21.74% x .0759 \$ .20

C  
5/17/2001  
PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 15 1997

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

BY: Stephan O. Bell  
SECRETARY OF THE COMMISSION

CLARK ENERGY COOPERATIVE

CATV POLE ATTACHMENTS

PSC ADMINISTRATIVE CASE NO. 251-30

PSC Order Dated March 31, 1983

RESPONSE TO ITEM NO. 3

1. We determined the actual material cost of poles. We then determined the labor cost from construction documents. The total of these two items was then used to arrive at the total embedded costs.

(a) Two-party Pole Cost

<u>Size</u>	<u>Quantity</u>	<u>Cost</u>	<u>Avg. Cost</u>
35'	8,674	\$1,058,080	
40'	4,850	797,844	
	<u>13,524</u>	<u>\$1,855,924</u>	<u>\$137.23</u>

(b) Three-party Pole Cost

<u>Size</u>	<u>Quantity</u>	<u>Cost</u>	<u>Avg. Cost</u>
40'	4,850	\$ 797,844	
45'	2,123	370,013	
	<u>6,973</u>	<u>\$1,167,857</u>	<u>\$174.48</u>

C  
5/17/2001

NOTE: Quantities and costs were taken from the cooperatives continuing property records which do not classify poles by vintage. Ground wires are not included with poles.

PUBLIC SERVICE COMMISSION  
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EFFECTIVE

SEP 15 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)  
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SECRETARY OF THE COMMISSION

CLARK ENERGY COOPERATIVE

CATV POLE ATTACHMENTS

PSC Administrative Case No. 251-30  
PSC Order Dated March 31, 1983

RESPONSE TO ITEM 2 AND 4

Fixed Charges on Investment From PSC Annual Report	(12/31/82)	
1. Operation and Maintenance Expense		
Line No. 53, Page 14	850,300	
2. Consumer Accounts Expense		
Line No. 8, Page 15	380,808	
3. Customer Service and Informational Expense		
Line No. 14, Page 15	24,154	
4. Administrative and General Expense		
Line No. 35, Page 15	473,831	
5. Depreciation Expense		
Line No. 28, Page 13	516,231	
6. Taxes Other than Income Taxes		
Line 30, Page 13	156,033	
Sub-total	<u>2,401,357</u>	
Divided by Line 2, Page 1	18,218,285	3.18%
7. "Cost of Money"		
Rate of Return on Investment		
Allowed in the last General		
Rate Increase, Case NO. 8575		
Effective 4/1/83		8.56%
Annual Carrying Charges		<u>21.74%</u>

C  
5/17/2001

NOTE: All line numbers and page numbers referred to above are per the 12/31/82 PSC Annual Report

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SEP 15 1997

Original SHEET NO. 86

Clark Energy Cooperative Inc.  
Name of Issuing Corporation

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

CANCELLING P.S.C. NO. \_\_\_\_\_

BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

Original SHEET NO. 39

CLASSIFICATION OF SERVICE

INSPECTIONS

- A. 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.
- B. 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

- A. The CATV operator agrees to defend, indemnify and save harmless the Cooperative from any an 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 therefor, by reason of (a) injuries or deaths 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 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 the 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.
- B. 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 worker's Compensation Law of Kentucky.

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Original SHEET NO. 87

Clark Energy Cooperative Inc.  
Name of Issuing Corporation

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SECTION 9(1)

CANCELLING P.S.C. NO. \_\_\_\_\_

BY: Stephan B. Bell  
SECRETARY OF THE COMMISSION

Original SHEET NO. 40

CLASSIFICATION OF SERVICE

- 2. Public liability coverage with separate coverage for each town or city in which the CATV operator operates under this contract to a minimum amount of \$100,000.00 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 of bond provided herein shall also be for the benefit of Clark 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 cancelled for any cause without thirty (30) days advance notice being first given to Clark Rural Electric Cooperative Corporation."

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) hours' 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 attachments.

ABANDONMENT

- A. If the Cooperative desires at any time to abandon any pole to which Catv operator has attachments, it shall give the CATV operator notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, the Cooperative shall have no attachments on such pole, but the CATV operator shall not have removed all of its attachments therefrom,

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C5701

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SEP 15 1997

Original SHEET NO. 88

Clark Energy Cooperative Inc.  
Name of Issuing Corporation

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

CANCELLING P.S.C. NO. \_\_\_\_\_

BY: Stephan O. Bell  
SECRETARY OF THE COMMISSION

Original SHEET NO. 41

**CLASSIFICATION OF SERVICE**

CABLE TELEVISION ATTACHMENT TARIFF

such pole shall 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.

- B. 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

- A. The CATV operator shall furnish 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 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,

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SEP 15 1997

Original SHEET NO. 89

Clark Energy Cooperative Inc.

Name of Issuing Corporation

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

CANCELLING P.S.C.NO. \_\_\_\_\_

BY: Stephan D Bell

SHEET NO. 42

SECRETARY OF THE COMMISSION

CLASSIFICATION OF SERVICE

evidence of which shall be presented to the Cooperative no later than 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 the Cooperative of written notice of the desire of the Bonding or Insurance Company to terminate such bond or insurance. 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 or insurance shall 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.

- B. 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 the keeping with 807 KAR 5:006, Section 7.

USE OF ANCHORS

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

DISCONTINUANCE OF SERVICE

The Cooperative may refuse or discontinue serving an applicant or customer under the conditions set out in 807 KAR 5:006, Section 11.

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