

BIG RIVERS ELECTRIC CORPORATION

135.0.64.5

*AI
Provided by Dennis
Winkhaus relative to
Galaxy Cable*

DGC

February 21, 1995

Mr. Tommy L. Gleason
Galaxy Telecom, Inc.
1220 North Main Street
Sikeston, MO 63801

Dear Mr. Gleason:

Per your request dated February 9, 1995, we show a total of 46 poles covered under the rental agreement. Please refer to the enclosed copy of the application and permit for further detail. A copy of our tariff is also enclosed, which will provide you with current rental rates.

If any additional information is required, please feel free to contact our office.

Sincerely,

BIG RIVERS ELECTRIC CORPORATION

Karen R. Sweets

Karen R. Sweets
Senior Accountant

KRS/et

Enclosures

RECEIVED
4/18/2022
Big Rivers Electric Corporation
Submitted 04-XX-2022, Pursuant to 807 KAR 5:011 Section 8
PUBLIC SERVICE
COMMISSION
Page 1 of 1
OF KENTUCKY
1085

EXHIBIT A
 CABLE TELEVISION ATTACHMENT
APPLICATION AND PERMIT

_____, May 8, 1990

Big Rivers Electric Corporation
 P. O. Box 24
 Henderson, Kentucky 42420

In accordance with the terms of Agreement dated May 8, 1990, and the Big Rivers' tariffs as approved by the Public Service Commission of Kentucky from time to time, application is hereby made for license to make attachments to the following poles:

Location _____ None - Livingston - Kentucky
 (City - County - State)

| <u>LINE NUMBER</u> | <u>POLE NUMBERS</u> | <u>APPLICABLE TARIFF</u> |
|--------------------|---------------------|---|
| 20-C | 20 - 34 | Three party without ground applies to all pole numbers. |
| 20-C | 41 - 44 | |
| 20-C | 46 | |
| 20-C | 48 - 73 | |

LICENSEE Ervin Cable TV. Inc.
 By [Signature]
 Title President

License granted May 8, 1990, Permit No. 005, subject to Licensee's approval of the changes and rearrangements indicated on the accompanying "make-ready" cost estimate totaling \$ -0-. Actual cost (including overhead and less salvage value of materials) payable upon completion of all changes.

*Area 43 50
 between Smith -
 level + Lebert
 (Paducah)
 - north of Paducah*

BIG RIVERS ELECTRIC CORPORATION
 By [Signature]
 Title General Manager



First Revised Sheet No. 37.3

PSC No. 15

Cancelling Original Sheet No. 37

CLASSIFICATION OF SERVICE

(D)

B. CABLE TELEVISION ATTACHMENT

1. Applicability:

In all territory served by Big Rivers on poles owned and used by Big Rivers for its electric plant.

2. Availability:

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 31 1992

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

BY: [Signature]
PUBLIC SERVICE COMMISSION MANAGER

Date of Issue December 21, 1990 Date Effective January 1, 1991
Issued By [Signature] Assistant General Manager P.O. Box 24, Henderson, KY 42420
Name Title Address

Issued By Authority of PSC Order No. 90-128

Big Rivers Electric Corporation

Submitted 04-XX-2022, Pursuant to 807 KAR 5:015, Section 9



AGREEMENT

THIS AGREEMENT made as of this 8th day of May, 1990, Between Big Rivers Electric Corporation, 201 Third Street, Henderson, Kentucky, hereinafter called Licensor, party of the first part, and Ervin Cable TV, Inc., hereinafter called Licensee, party of the second part,

WITNESSETH

WHEREAS, Licensee proposes to furnish community antenna television distribution service for delivery via cable to its customers in the service area of Licensor and will need to erect and maintain aerial cables, wires and associated appliances throughout the area to be served and desires to attach such cables, wires and appliances to poles and appurtenances of Licensor; and

WHEREAS, said service which Licensee proposes to offer to the public can only be provided through local distribution facilities using public and private rights-of-way, which facilities are not available to Licensee except by attachment of its cables, wires and appliances to Licensor's poles or by its own construction of duplicate pole lines, and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the attachment of said cables, wires and appliances to its poles for the purposes proposed by Licensee where, in its judgment, such attachments will not interfere with its own service requirements, including considerations of economy and safety.

NOW, THEREFORE, in consideration of mutual covenants, terms and conditions herein contained, the parties hereto do mutually covenant and agree as follows:

1. Before making use of any of the facilities of Licensor, Licensee shall make application and receive a permit therefor in the form of Exhibit A, hereto attached and made a part hereof.

- (a) Licensee shall furnish Licensor detailed construction plans and drawings, together with necessary maps, indicating the specific poles of Licensor upon which attachments are proposed, the number and character of the attachments to be placed on such poles, the necessary rearrangements of fixtures and equipment of Licensor and of Others using said poles, any relocations or replacements of existing poles, and any additional poles required by Licensee.
- (b) Licensor will submit to Licensee a cost estimate, in the form of Exhibit B hereto attached and made a part hereof, of all changes that may be required and will proceed with the necessary "make-ready" work upon written approval by Licensee of the cost estimate. Licensee will perform any reclearing of existing rights-of-way and any tree trimming necessary for the establishment of attachments hereunder.
- (c) Upon completion of all changes, Licensee shall pay Licensor the actual cost (including overhead and less salvage value of

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materials) of making such changes. Licensee will also reimburse the Owner or Owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. Any changes necessary for correction of a substandard installation made by Licensee, where application had not been made and approved, shall be billed at an amount equal to twice the charges that would have been imposed if the attachment had been properly authorized.

- (d) Actual expenses, plus appropriate overhead charges, incurred by Licensor in any "make-ready" or "walk-through" inspection required of Licensor will be paid for by Licensee.

2. Licensee shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner suitable to Licensor and so as will not conflict with the use of said poles by Licensor, or by Others using said poles, or interfere with the working use of facilities thereon or which may from time to time be placed thereon.

3. Licensee's cables, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications 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, and in compliance with any orders now in effect or that hereafter may be issued by Licensor. 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.

4. Licensee shall submit to Licensor evidence, satisfactory to Licensor, of its authority to erect and maintain its facilities within public streets, highways and other thoroughfares and shall secure, and submit evidence that it has secured, any necessary consent from state or municipal authorities or from the owners of property to construct and maintain facilities at the locations of poles of Licensor which it desires to use. Licensor does not warrant nor assure to Licensee any rights-of-way privileges or easements, and should Licensee at any time be prevented from placing or maintaining its attachments on Licensor's poles, no liability on account thereof shall attach to Licensor.

5. Whenever replacement or relocation of a pole or poles or a change in its facilities is required, Licensor shall give Licensee forty-eight (48) hours notice (except in cases of emergency), specifying in said notice the time of such proposed replacement, relocation or change, and Licensee shall, at the time so specified, make the necessary transfer or change of its attachments. Should Licensee fail to do so, Licensor may elect to do such work and Licensee shall pay Licensor the cost thereof. Licensor shall not be liable for any consequential damages which may result therefrom.

6. Licensor reserves the right to inspect each new installation on its poles and in the vicinity of its lines or appurtenances and to make periodic inspections, as plant conditions may warrant. Such inspections, made or not,

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Submitted 04-XX-2022, Pursuant to 807 KAR 5.015, Section 3

shall not operate to relieve the Licensee of any responsibility, obligation or liability assumed under this agreement.

7. Licensor reserves to itself, its successor and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its own service requirements. Licensor shall not be liable to Licensee for any interruption of service or for interference with the operation of its cables, wire and appliances when such conditions are caused by situations beyond Licensor's control.

8. Licensee shall pay to Licensor, for attachments made to facilities under this agreement, yearly rental charges as set forth in Licensor's tariffs as filed and approved with the Public Service Commission (PSC) from time to time. Rates currently filed with the PSC are as follows:

| | |
|--|--------|
| Two-party pole attachment without ground | \$3.14 |
| Three-party pole attachment without ground | 2.23 |
| Two-party pole attachment with ground | 3.37 |
| Three-party pole attachment with ground | 2.37 |
| Two-party anchor attachment | 5.56 |
| Three-party anchor attachment | 3.71 |

Rental charges shall be billed yearly based on the number of attachments in place as of the end of the preceding calendar year. Any unauthorized or unreported attachment by Licensee will be billed at two times the amount that would have been due had the installation been made the day after the last inspection preceding discovery of the attachment. Payment is due within fifteen (15) days after the bill is mailed.

9. Licensee shall exercise special precautions to avoid damage to facilities of Licensor and of Others supported on said poles and hereby assumes all responsibility for any and all loss for such damage. Licensee shall make an immediate report to Licensor of the occurrence of any damage and hereby agrees to reimburse Licensor for the expense incurred in making repairs.

10.a. Licensee shall defend, indemnify and save harmless Licensor 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 therefor, by reason of (1) injuries or deaths to persons, (2) damages to or destruction of properties, (3) pollutions, contaminations of or other adverse effects on the environment or (4) violations of governmental laws, regulations or orders whether suffered directly by Licensor 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 Licensee, its employees, agents, or other representatives or from their presence on the premises of Licensor, either solely or in concurrence with any alleged joint negligence of Licensor. Licensee shall be liable for its sole active negligence.

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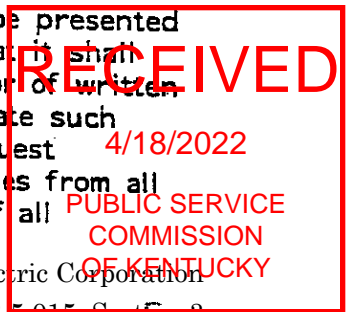
10.b. Licensee will provide Licensor approved insurance or bond coverage as follows from a company authorized to do business in the Commonwealth of Kentucky: (1) Protection for its employees to the extent required by Worker's Compensation Laws of Kentucky; (2) Public liability coverage with separate coverage for each town or city in which Licensee operates under this contract to a minimum amount of \$1,000,000 for each person and \$1,000,000 for each accident or personal injury or death, and \$25,000 as to the property of any one person, and \$100,000 as to any one accident of property damage; (3) Naming Licensor as an additional insured. Licensee shall furnish to Licensor certificates evidencing the existence of such coverage, and that the insurance or bond provided shall also be for the benefit of Licensor, so as to guarantee, within the coverage limits, the performance by the Licensee of any indemnity agreement set forth in this agreement, and that the insurance or bond may not be cancelled for any cause without thirty (30) days advance notice being first given to Licensor.

11. Licensee may at any time abandon the use of any pole by giving due notice thereof in writing to Licensor and by removing therefrom any and all attachments it may have thereon. Licensee shall in such case pay Licensor the pro rata rental for said pole for the then current billing period. Should Licensor decide to abandon any pole which Licensee is utilizing, it shall give Licensee 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, Licensor has no attachments on such pole, but Licensee has not removed all of its attachments therefrom, such pole shall thereupon become the property of Licensee, and Licensee shall save harmless Licensor from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and shall pay Licensor for such pole an amount equal to Licensor's depreciated cost thereof. Licensor shall further evidence transfer to Licensee of title to the pole by means of a bill of sale. Licensor reserves the right to abandon and salvage any power line free and clear of any obligations to the Licensee and upon one year's notice to the Licensee.

12. Upon notice from Licensor to Licensee that the use of any pole is forbidden by municipal or other public authorities or by property owners, the permit governing the use of such pole shall immediately terminate and Licensee shall remove its facilities from the affected pole at once. No refund of any rental will be due on account of any removal under these circumstances.

13. Each party shall pay all taxes and assessments lawfully levied on its own property upon said attached facilities, 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 Licensor's facilities solely because of their use by Licensee shall be paid by Licensee.

14. Licensee shall furnish Licensor approved bond or evidence of contractual insurance coverage for the purposes hereinafter specified in the amount of Five Thousand Dollars (\$5,000), evidence of which shall be presented to Licensor. Such bond or insurance shall contain the provision that it shall not be terminated prior to three (3) months after receipt by Licensor of written notice of the desire of the Bonding or Insurance Company to terminate such bond or insurance. Upon receipt of such notice, Licensor shall request Licensee to immediately remove its cables, wires and all other facilities from all poles of Licensor. If Licensee should fail to complete the removal of all



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its facilities from the poles of Licensor within thirty (30) days after receipt of such request from Licensor, then Licensor shall have the right to remove them at the cost and expense of Licensee and without being liable for any damage to Licensee's wires, cables, fixtures or appurtenances. Such bond or insurance shall guarantee the payment of any sums which may become due to Licensor for rentals, inspections or work performed for the benefit of Licensee under this agreement including the removal of attachments upon termination of service by any of its provisions.

15. Licensor reserves the right to prohibit the use of any anchors by Licensee where conditions warrant such action.

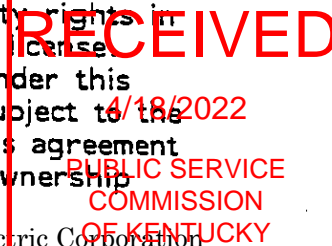
16. Licensee shall not assign, transfer, sublease or resell the rights of attachment hereby granted to it, or the right to use the facilities so attached to Licensor's poles without prior consent in writing of Licensor. The assignment, transfer, sublease or resale by Licensee of the rights of attachment hereby granted to it or the right to use the facilities so attached without written consent of Licensor, shall constitute a breach of this agreement by Licensee, and termination may be effected in accordance with the provisions set forth in Section 17.

17. If Licensee shall fail to provide the insurance or bond coverage required in paragraphs 10 and 14 within ten (10) days of written notice from Licensor of such failure or, if Licensee shall fail to comply with any of the other provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations in this agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance, Licensor may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or noncompliance shall have occurred. In the event that Licensor terminates this agreement, in whole or in part, Licensee shall within thirty (30) days remove its facilities, and in the event that Licensee does not remove its facilities within thirty (30) days, Licensor may do so, the removal costs to be borne, in any event, by Licensee.

18. Failure to enforce or insist upon compliance with any of the terms and conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

19. Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Licensor, by contract or otherwise, to others, not parties to this agreement, to use any poles covered by this agreement, and Licensor shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements.

20. No use, however extended, of Licensor's poles under this agreement, shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights therein shall be and remain a mere license. All poles and appurtenances to which attachments have been made under this agreement shall remain the property of Licensor unless abandoned subject to the provisions of Section 11. Any payments made by Licensee under this agreement for changes in Licensor's facilities shall not entitle Licensee to the ownership



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of any of said facilities. Nothing herein contained shall be construed to compel Licensor to maintain any of said poles for a period longer than demanded by its own service requirements.

21. Notwithstanding anything contained herein, Licensee is not hereby authorized to make any use of its facilities which would violate any duly filed tariffs of Licensor nor shall any provision of this agreement be construed to require Licensor to do, or perform, or permit any act, which would violate any of its duly filed tariffs.

22. This license is granted solely for the purpose of permitting the use of Licensor's poles by Licensee in the furnishing of community antenna television distribution service to all of its customers in the service area of Licensor.

23. This agreement shall become effective upon its execution and if not terminated in accordance with the provision of Section 17 shall continue in effect for a term of not less than five (5) years. Either party may terminate the agreement at the end of said five-year period, or at any time thereafter, by giving to the other party at least twelve (12) months prior written notice. Upon termination of the agreement in accordance with any of its terms, Licensee shall immediately remove its cables, wires and appliances from all poles of Licensor. If not so removed, Licensor shall have the right to remove them at the cost and expense of Licensee and without any liability therefor. Should Licensee not exercise the rights herein granted within six months from the date hereof, this agreement shall be null and void.

24. Subject to the provision of Section 16 hereof, this agreement shall extend to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first written above.

Attest:

C W Blackburn

BIG RIVERS ELECTRIC CORPORATION

By W. D. Thome
General Manager

Attest:

Ervin Cable TV, Inc.

By _____



EXHIBIT A
CABLE TELEVISION ATTACHMENT
APPLICATION AND PERMIT

May 8, 1990

Big Rivers Electric Corporation
P. O. Box 24
Henderson, Kentucky 42420

In accordance with the terms of Agreement dated May 8, 1990, and the Big Rivers' tariffs as approved by the Public Service Commission of Kentucky from time to time, application is hereby made for license to make attachments to the following poles:

Location _____
None - Livingston - Kentucky
(City - County - State)

| <u>LINE NUMBER</u> | <u>POLE NUMBERS</u> | <u>APPLICABLE TARIFF</u> |
|--------------------|---------------------|---|
| 20-C | 20 - 34 | Three party without ground applies to all pole numbers. |
| 20-C | 41 - 44 | |
| 20-C | 46 | |
| 20-C | 48 - 73 | |

LICENSEE Ervin Cable TV. Inc.

By _____

Title _____

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BIG RIVERS ELECTRIC CORPORATION

By *W. H. Hays*

Title General Manager



Big Rivers Electric Corporation

Submitted 04-XX-2022, Pursuant to 807 KAR 5.015, Section 3