

KENTUCKY POWER COMPANY

CANCELLING SHEET NO.

P.S.C. ELECTRIC NO. 5

TARIFF CATV (CABLE TELEVISION POLE ATTACHMENT)

AVAILABILITY OF SERVICE.

Available to operators of cable television systems (Operators) furnishing cable television service in the operating area of Kentucky Power Company (Company) for attachments of aerial cables, wires and associated appliances (attachments) to certain distribution poles of Kentucky Power Company.

RATES.

Operator will be billed annually at the following rate:

Charge for attachments on a two-user pole \$4.35 per pole
Charge for attachments on a three-user pole \$4.89 per pole

The above rate was calculated in accordance with the following formula:

Weighted Average X Usage X Carrying = Rate per pole
Bare Pole Cost Factor Charge

This rate will be revised annually in accordance with said formula and adjusted accordingly with supporting documentation to the Commission.

DELAYED PAYMENT CHARGE.

This Tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid an additional charge of 5% of the unpaid balance will be made.

POLES SUBJECT TO ATTACHMENT.

When an Operator proposes to furnish cable television service within the Company's operating area and desires to make attachments on certain distribution poles of Company, Operator shall make written application, on a form furnished by Company, to install attachments specifying the location of each pole in question, the character of its proposed attachments and the amount and location of space desired. Within twenty-one (21) days after receipt of the application, Company shall notify Operator in writing whether and to what extent any special conditions will be required to permit the use by Operator of each such pole. Operator shall have a non-exclusive right to use such poles of Company as may be used or reserved for use by Operator and any other poles of Company when brought hereunder in accordance with the procedure hereinafter provided. Company shall have the right to grant, by contract or otherwise to others rights or privileges to use any poles of the Company and Company shall have the right to continue and extend any such rights or privileges heretofore granted. All poles shall be and remain the property of Company regardless of any payment by Operator toward their cost and Operator shall, except for the rights provided hereunder, acquire no right, title or interest in or to any such pole.

STANDARDS FOR INSTALLATION.

All attachments and associated equipment of Operator (including without limitation, power supplies) shall be installed 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 the poles covered by this Tariff. All such attachments and equipment shall be installed and at all times maintained by Operator so as to comply at least with the minimum requirements of the National Electrical Safety Code and any other applicable regulations or codes promulgated by state, local or other governmental authority having jurisdiction thereover. Power supply apparatus as its largest dimension more than sixteen inches must be placed on a separate pole to be installed by Operator. Operator shall take 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 Operator's attachments.

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

BY: [Signature]

DATE OF ISSUE July 18, 1983 DATE EFFECTIVE August 7, 1983
ISSUED BY Robert E. Matthews President Ashland, Kentucky
NAME TITLE ADDRESS

12-84

TARIFF CATV (Cont'd)
(CABLE TELEVISION POLE ATTACHMENT)

ABANDONMENT BY OPERATOR.

Operator may at any time abandon the use of a pole hereunder by removing therefrom all of its attachments and by giving written notice thereof on a form provided by the Company, and no pole shall be considered abandoned until such notice is received.

INDEMNITY.

Operator hereby agrees to 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 interruption of Operator's service to its subscribers or because of interference with television reception of said subscribers or others, or by reason of bodily injury, including death, to any person, or damage to or destruction of any property, including loss of use thereof, arising out of or in any manner connected with the attachment, operation, and maintenance of the facilities of Operator on the poles of Company under this Tariff, when due to any act, omission or negligence of Operator, or to any such act, omission or negligence of Operator's respective representatives, employees, agents or contractors.

INSURANCE.

Operator agrees to obtain and maintain at all times policies of insurance as follows:

- (a) Comprehensive bodily injury liability insurance in an amount not less than \$1,000,000 for any one occurrence.
(b) Comprehensive property damage liability insurance in an amount not less than \$500,000 for any one occurrence.
(c) Contractual liability insurance in an amount not less than the foregoing minimums to cover the liability assumed by the Operator under the agreement of indemnity set forth above.

Prior to making attachments at Company's poles, Operator shall furnish to Company two copies of a certificate, from an insurance carrier licensed to do business in Kentucky, stating that policies of insurance have been issued by it to Operator providing for the insurance listed above and that such policies are in force. Such certificate shall state that the insurance carrier will give Company fifteen (15) days' prior written notice of any cancellation of or material change in such policies.

EASEMENTS.

Operator 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 attachments of Operator. Company does not convey nor guarantee any easements, rights-of-way or franchises for the construction and maintenance of said attachments. Operator hereby agrees to 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 Operator to secure such right, license, permit or easement for the construction or maintenance of said attachments on Company's poles.

ANNUAL CHARGES AND FEES.

The billing date for the annual charges due under this Tariff shall be the anniversary of the effective date of this Tariff.

Operator agrees to reimburse Company for all reasonable non-recurring expenses caused by or attributable to Operator's initial attachments including without limitation the amounts set forth herein before and the expenses of Company in examining poles used but not owned by Company to which Operator proposes to make attachments.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE AUG 7 1983

Operator agrees to pay Company in advance an annual charge to be computed as set forth in this Tariff, and such other charges as may be provided for herein, for the use of any of Company's poles, any portion of which is occupied by, or reserved at Operator's request for the attachments of Operator.

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

DATE OF ISSUE July 18, 1983 DATE EFFECTIVE August 7, 1983
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KENTUCKY POWER COMPANY

CANCELLING SHEET NO.

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TARIFF CATV (Cont'd)
(CABLE TELEVISION POLE ATTACHMENT)

FEEES FOR ADDITIONAL ATTACHMENTS OR REMOVALS.

For attachments made or removed which are reported to the Company between annual billing dates, Operator shall be billed or credited a prorated amount of the annual charge effective with the date of attachment or removal on the Operator's next annual bill.

ADVANCE BILLING.

Payments of amounts due hereunder are due on the dates or at the times indicated with respect to each such payment. In the event the time for any payment is not specified, such payment shall be due fifteen (15) days from the date of the invoice therefor.

DEFAULT OR NON-COMPLIANCE.

If Operator fails to comply with any of the provisions of this Tariff or defaults in the performance of any of its obligations under this Tariff and fails within thirty (30) days, after written notice from Company to correct such default or non-compliance, Company may, at its option forthwith take any one or more of the following actions: terminate the specific permit or permits covering the poles to which such default or non-compliance is applicable;

PRIOR AGREEMENTS.

This Tariff terminates and supersedes any previous agreement, license or joint use affecting Company's poles and Operator's attachments covered herein.

ASSIGNMENT.

This Tariff shall be binding upon and inure to the benefits of the parties hereto, their respective successors and/or assigns, but Operator shall not assign, transfer or sublet any of the rights hereby granted without the prior written consent of the Company, which shall not be unreasonably withheld, and any such purported assignment, transfer or subletting without such consent shall be void.

PERFORMANCE WAIVER.

Neither party shall be considered in default in the performance of its obligations herein, or any of them, to the extent that performance is delayed or prevented due to causes beyond the control of said party, including but not limited to, Acts of God or the public enemy, war, revolution, civil commotion, blockade or embargo, acts of government, any law, order, proclamation, regulation, ordinance, demand, or requirement of any government, fires, explosions, cyclones, floods, unavoidable casualties, quarantine, restrictions, strikes, labor disputes, lock-outs and other causes beyond the reasonable control of either of the parties.

PRESERVATION OF REMEDIES.

No delay or omission in the exercise of any power or remedy available to Company shall impair or affect its right thereafter to exercise the same.

HEADINGS.

Headings used in this Tariff are inserted only for the convenience of the parties and shall not affect the interpretation or construction of this Tariff.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

AUG 7 1983

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

BY: [Signature] August 7, 1983

DATE OF ISSUE July 18, 1983 DATE EFFECTIVE August 7, 1983
ISSUED BY Robert E. Matthews President Ashland, Kentucky
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C-12-84

OVERHEAD VS UNDERGROUND COST DATA - 5/23/83

I. SERVICE LATERALS	<u>Cost/foot</u>
Cost of Underground Service	\$6.71
Estimated Cost of Equivalent Overhead Service	<u>1.78</u>
Cost Differential	\$4.93
II. CREDIT FOR TRENCHING AND BACKFILL BY CUSTOMER	
Cost of Jobs - Kentucky Power Trenched	\$6.71
Cost of Jobs - Customer Trenched	<u>4.23</u>
Cost Differential	\$2.48
III. PRIMARY AND SECONDARY DISTRIBUTION SYSTEM	
Cost of Underground System-Customer Trenched	\$6.77
Estimated Cost of Equivalent Overhead System	<u>5.22</u>
Cost Differential	\$1.55
Customer Trenched Cost Differential	\$1.55
Credit for Trenching	<u>2.48</u>
Differential Cost for Kentucky Power to Provide Trenching	\$4.03

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EFFECTIVE

MAY 23 1983

PURSUANT TO 807 KAR 5:011,

SECTION 9(1)
BY: Carlyn Lee

C 6-84

Ky. Power

KENTUCKY POWER COMPANY
UNDERGROUND SERVICE PLAN
FOR RESIDENTIAL SUBDIVISIONS
DIFFERENTIAL COST SCHEDULE

PRIMARY AND SECONDARY DISTRIBUTION SYSTEM

Charge - \$4.00 per foot of lot width

Credit for trenching and backfilling by applicant -
\$2.50 per foot of lot width

SERVICE LATERALS

Charge - \$5.00 per foot of trench length

Credit for trenching and backfilling by applicant -
\$2.50 per foot of trench length

REPLACEMENT OF USEFUL OVERHEAD SERVICE DROP

Charge - \$100.00 for each replacement in addition
to any underground differential costs

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 23 1983

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

BY: Camp Lee

Effective 3/1/82
Reviewed 5/23/83

06-84