

GENERAL SUBSCRIBER SERVICES TARIFF

Exchange(s) All
PSC 2
Section X

SALEM TELEPHONE CO., INC
Kentucky

Original Index Sheet 1

POLE ATTACHMENT SPACE

APPROVED

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Sheet No.

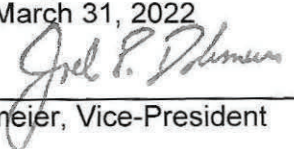
- 1. General
- 2. Conditions
- 3. Rates

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ISSUED: February 28, 2022
EFFECTIVE: March 31, 2022

BY: Joel Dohmeier, Vice-President



**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE
3/31/2022
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

GENERAL SUBSCRIBER SERVICES TARIFF

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1. General

a. Application

The Rules and Regulations specified herein are in addition to those contained in all other rules and regulations, pertaining to other services furnished by Leslie County Telephone Company (the "Company"). These rules and regulations apply to rates established for furnishing Pole Attachment Space to qualified cable television system operators, telecommunications carriers, broadband internet providers, or governmental units (collectively known as "Attachers") to a pole owned or controlled by the Company.

- 1) The provisions and definitions of 807 Kentucky Administrative Regulations 5:015 ("807 KAR 5:015"), in their entirety, shall govern the attachment of facilities to poles owned by the Company.
- 2) The rates set forth herein and in the Pole Attachment Agreement hereto are intended to comply with the requirements of 807 KAR 5:015 and 47 C.F.R. §§ 1.1401-1418. However, where a reasonable interpretation of 807 KAR 5:015 differs from the rate(s) set forth herein, 807 KAR 5:015 shall apply until such difference is resolved by formal action of the Commission.
- 3) Should any phrase, sentence, paragraph or section of this Tariff be held to contravene any part of 807 KAR 5:015, only that portion of this Tariff which so contravenes the 807 KAR 5:015, and not the entire Tariff, shall be suspended until modified so as to comply with the requirements of 807 KAR 5:015.

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2. Conditions

a. Obligation and Liability of the Company

- 1) The Company's obligation to furnish pole attachment space on its poles is dependent upon the ability to secure and retain suitable facilities and rights for the construction and maintenance of the necessary pole lines.
- 2) The Company is obligated to furnish the Attacher space for pole attachments as long as the Attacher observes the usual obligations in the payment for such services and conforms to all safety standards and other standards applicable to this service.
- 3) When the Company requires a change in its poles or attachments for reasons unrelated to Attacher operations, the Attacher will be given a minimum of 60 days' notice of such necessary changes. In the event the Attacher is unable or unwilling to meet the Company's time schedule for such changes, the Company will perform the work and charge the Attacher its reasonable costs for changing the Attacher's attachments.
- 4) Notwithstanding the foregoing, the Company may, at the Attacher's expense, alter, modify, rearrange and/or remove the Attacher's facilities to the extent required by Applicable Law or an order, by governing administrative authority, or as necessary to prevent, eliminate, or minimize any imminent health or safety hazard, imminent risk of facility failure or service disruption, or other emergency circumstance. The Attacher shall be responsible for all costs associated with such removal of its facilities.
- 5) The Company will be responsible for submitting an annual statement of charges to the Attacher for the pole attachment service.

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2. Conditions (Continued)

a. Obligation and Liability of the Attacher

- 6. The Attacher will be obligated to pay the Company, at the rate/rates established herein, for the pole attachment service provided, when presented the Company's annual statement.
- 7. The Attacher will maintain their pole attachments on a regular and timely schedule, and during any regular inspection by the Company, when sub-standard installations are found, and will be responsible for correcting them. If the Attacher is unable or unwilling to make such corrections, the Company will charge the Attacher for any labor and materials necessary to make such corrections.
- 8. The Attacher will be responsible for notifying the Company when any new attachments are to be installed, or when any new poles are needed for attachments. No new attachments will be installed except upon the authorization of the Company.
- 9. Upon execution of the Pole Attachment Agreement, the Attacher will be obligated and required to obtain and maintain the necessary insurance and bond, as set forth below, when construction of pole line and/or the Attacher's attachments is in progress:
 - Commercial General Liability Insurance with limits of not less than \$10,000,000 per occurrence and \$10,000,000 annual aggregate, which may be provided in any combination of primary and excess coverage.
 - Pollution Legal Liability Coverage in the amount of at least \$5,000,000 per claim covering third party claims for Bodily Injury, Property Damage or Cleanup Costs from: exacerbation of Pre-Existing Unknown Pollution Conditions, and New Pollution Conditions, both On-Site and Off-Site.
 - Workers Compensation Insurance in statutory amounts and Employers Liability Insurance in the amount \$1,000,000 per accident. The Company will not be responsible for any injuries to the Attacher's employees while working on the Attacher facilities on Company poles.

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2. Conditions (Continued)

b. Obligation and Liability of the Attacher (Continued)

4. (continued)

- Automobile Liability insurance covering any auto with combined single limits of \$1,000,000.
- All insurance required under this tariff and/or the Pole Attachment Agreement will: (i) be occurrence based; (ii) name the Company, its Affiliates, divisions, and/or related entities, and their respective officers, directors, partners, employees, and representatives, including their respective successors and assigns, as additional insureds; and (iii) waive subrogation in favor of the Company and its Affiliates.
- The Attacher shall submit to the Company evidence of the insurance coverage required by this tariff and/or the Pole Attachment Agreement in the form of one or more certificates of insurance (each, a "COI"). Each COI must specify the coverage provided and indicate that such insurance company will not cancel or change any such policy of insurance issued to the Attacher including the following (or substantially similar) language in the DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES section:

"[The Company], its subsidiaries, divisions, Affiliates, and related entities, and their respective officers, directors, partners, employees, and representatives, including their respective successors and assigns (collectively, the "Company Insureds") are named as additional insureds with respect to general liability, auto liability, and professional liability. This insurance is primary and noncontributory. The general liability and auto liability waive subrogation in favor of the Company Insureds.
- The Attacher will require any subcontractor it retains to perform work at a Company site to maintain the same or substantially similar insurance coverage as the Attacher is required to maintain herein. The Attacher will provide COIs evidencing its subcontractors' insurance coverage to Company upon request.

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2. Conditions (Continued)

b. Obligation and Liability of the Attacher (Continued)

4. (continued)

- Upon execution of this agreement, the Attacher shall provide to the Company a performance bond in the amount of \$5,000 for each increment of 50 Poles or additional fraction thereof. The purpose of the bond is to insure the Attacher's performance of its obligations under this tariff and the Pole Attachment Agreement and any License issued hereunder.
- The bond's coverage will extend to, but is not limited to, the Attacher's payment of any claims, liens, taxes, liquidated damages, penalties and fees due to the Company that arise by reason of the construction, operation, maintenance or removal of the Attacher's facilities on or about the Company's poles.
- The bond shall remain in effect throughout the term of the Pole Attachment Agreement and thereafter as long as the Attacher has facilities on Company poles, or until such time as all outstanding obligations of the Attacher under this tariff and the Pole Attachment Agreement or any License are satisfied. The bond must be replaced within 10 days in the event of cancellation by the Attacher's insurer.

5. The Attacher shall indemnify, defend and save harmless the Company, its directors, officers, employees and agents, the Company's other licensees, and joint user(s) from and against any and all claims, demands, causes of action, damages and costs, including reasonable attorney's fees through appeals, to the extent they are caused by, connected to, or arise from:

- The Attacher's failure to pay fees for Third Party Make-Ready Work;
- The Attacher's unauthorized presence in any right-of-way where the Attacher's Attachment is constructed, installed, or maintained;
- Any acts or omissions of the Attacher's agents or representatives, including, without limitation, the installation, maintenance, repair, replacement, presence, use, operation or removal of an Attacher's facilities by any of its representative;
- The Attacher's use of a Qualified Contractor for any purpose under this tariff and the Pole Attachment Agreement,

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2. Conditions (Continued)

b. Obligation and Liability of the Attacher (Continued)

5. (continued)

- A determination by any government agency, court, or other governing entity that any Attacher's agent or representative is an employee of the Company for any purpose;
- Any loss of right-of-way or property owner consents directly caused by the Attacher and/or the cost of defending those rights and/or consents;
- Damages to property and injury or death to persons caused by, arising from, incident to, connected with or growing out of the, installation, maintenance, repair, replacement, presence, use, operation or removal of Customer's facilities on Poles or in the vicinity of the same, including but not limited to payments under any Worker's Compensation law or plan for employee's disability and death benefits.
- The installation, maintenance, repair, replacement, presence, use, operation or removal of the Attacher's facilities on Company poles, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material; and
- Infringement of patents with respect to the construction, maintenance, use and operation of the Attacher's facilities in combination with poles or otherwise.

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c) **LIMITATION OF LIABILITY**

1) An inventory of pole attachments will be made by the Company during its periodic pole line inspection, and that inventory will serve as a basis for its charges to the Attacher. If the Attacher desires to take an inventory, then they will be reconciled by both parties on a reasonable agreement basis.

i. EXCEPT IN CONNECTION WITH THE COMPANY'S INTENTIONAL MISCONDUCT, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES, BE LIABLE HEREUNDER FOR EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, LOST PROFITS, CONSEQUENTIAL, OR SIMILAR DAMAGES UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ii. IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES, BE LIABLE HEREUNDER FOR FINES, PENALTIES, CLAIMS, OR DAMAGES STEMMING FROM THE INTERRUPTION OF, OR INTERFERENCE WITH, CUSTOMER'S SERVICE OR OPERATION OF CUSTOMER'S FACILITIES, INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

iii. IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES, BE LIABLE HEREUNDER FOR ANY REASON, WHETHER IN CONTRACT OR IN TORT, FOR ANY DIRECT DAMAGES ARISING OUT OF OR BASED UPON THIS AGREEMENT EXCEEDING \$100,000, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT.

2) Except for the Company's indemnification obligations herein, the Company shall be liable to the Attacher only for and to the extent the negligence or intentional misconduct of the Company causes damage to the Attacher's facilities or gives rise to a personal injury or wrongful death claim. The Attacher WAIVES ALL OTHER CLAIMS AGAINST THE COMPANY.

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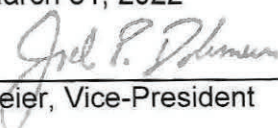


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3. Rates

Annual Rate Per Unit

Rate per pole attachment

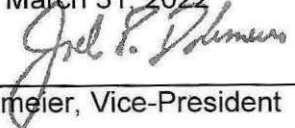
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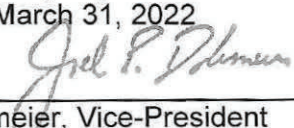
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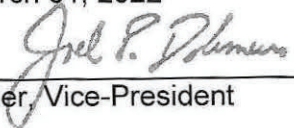
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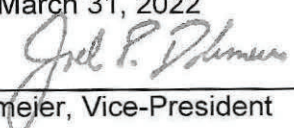
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