

**Goss
Samford**

ATTORNEYS AT LAW | PLLC

L. Allyson Honaker
allyson@gosssamfordlaw.com
(859) 368-7740

March 18, 2022

Via Electronic Tariff Filing System

Ms. Linda C. Bridwell, P.E.
Executive Director
Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40602

Dear Ms. Bridwell:

Please find attached for electronic filing with the Commission, East Kentucky Power Cooperative, Inc.'s ("EKPC") Tariff for Pole Attachments, pursuant to 807 KAR 5:015. As a result of administrative oversight, EKPC failed to file this tariff with the Commission by the February 28, 2022 date required by 807 KAR 5:015, Section 3(7). EKPC corrects that oversight with this filing. EKPC proposes the tariff become effective on April 18, 2022.

Upon Commission approval of this tariff, EKPC will develop the application for an attachment owner to submit along with a contract for any approved attachments, and submit those to the Commission through the tariff filing system.

If you have any questions, please let me know.

Very truly yours,



L. Allyson Honaker

Enclosure

GENERAL INDEX (continued)

<u>Title</u>	<u>Sheet Number</u>
SECTION 4 MISCELLANEOUS	
Invoice Formats	88
Energy Curtailment and Outage Restoration Priorities	94
<i>Pole Attachments</i>	101

DATE OF ISSUE: ~~October 2, 2017~~ *March 18, 2022*

DATE EFFECTIVE: Service rendered on and after ~~November 2, 2017~~ *April 18, 2022*

ISSUED BY: _____
Anthony S. Campbell,
President and Chief Executive Officer

Pole Attachments

Applicability

In all territories of owner-members of EKPC.

Availability

Available to any cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit submitting a written request for access to EKPC Structures, except Macro cell facilities. No attachment(s) by the foregoing entities shall be made to EKPC's Structures unless and until EKPC has approved such attachment(s) following receipt of an appropriate application and an acknowledgement of the applicability of this rate schedule. This rate schedule does not expand the rights to attach to EKPC's Structures beyond rights established by law.

Definitions

The definitions incorporated in 807 KAR 5:015, Section 1, shall be applicable for this tariff. In addition, "Structure" means any EKPC pole, conduit, duct, or other facility normally used to support or protect its electric conductors but shall not include (1) any Transmission Pole or Tower designed to operate at 69 kV or greater; (2) any pole that is primarily used to support outdoor lighting; or (3) any pole that EKPC has leased to a third party.

Access to Structures

EKPC may deny access to Transmission Poles or Towers designed to operate at 69 kV or greater at its discretion for any reason; provided that such denials shall be determined in a non-discriminatory manner. EKPC may deny access to any Structure at its discretion on a non-discriminatory basis including but not limited to safety, reliability, insufficient capacity, easement rights or generally applicable engineering standards.

Further, 807 KAR 5:015, Section 2(c) states EKPC shall not be required to secure any right-of-way, easement, license, franchise, or permit required for the construction or maintenance of attachments or facilities from a third party for or on behalf of the person or entity requesting access to EKPC's Structures.

DATE OF ISSUE: March 18, 2022

DATE EFFECTIVE: Service rendered on and after April 18, 2022

ISSUED BY: _____
Anthony S. Campbell,
President and Chief Executive Officer

Pole Attachments (continued)

In the event that access can be permitted, EKPC will design and prepare an estimate of the modification costs that will be paid by the requesting attachment owner. The estimated modification costs will include survey, design, and overhead charges, which will be adequately detailed and supported. The requesting attachment owner will pay the estimated modification costs to EKPC prior to construction commencing on the Structure modifications which may also include a non-refundable deposit requirement to begin pre-construction work efforts. Attachment charges and applicable terms and conditions will be determined and incorporated in the agreement between the requesting attachment owner and EKPC on a case-by-case basis. Before commencing any work, the requesting attachment owner shall be required to acknowledge that it assumes all risk and liability for work on and near EKPC's Structures and shall indemnify EKPC for any loss, damage, claims, liabilities, judgments or any other manner of costs arising from or relating to such work.

DATE OF ISSUE: March 18, 2022

DATE EFFECTIVE: Service rendered on and after April 18, 2022

ISSUED BY: _____
Anthony S. Campbell,
President and Chief Executive Officer

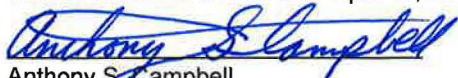
GENERAL INDEX (continued)

<u>Title</u>	<u>Sheet Number</u>
SECTION 4 MISCELLANEOUS	
Invoice Formats	88
Energy Curtailment and Outage Restoration Priorities.....	94
Pole Attachments.....	101

T

DATE OF ISSUE: March 18, 2022

DATE EFFECTIVE: Service rendered on and after April 18, 2022

ISSUED BY: 
Anthony S. Campbell,
President and Chief Executive Officer

Pole Attachments

Applicability

In all territories of owner-members of EKPC.

Availability

Available to any cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit submitting a written request for access to EKPC Structures, except Macro cell facilities. No attachment(s) by the foregoing entities shall be made to EKPC's Structures unless and until EKPC has approved such attachment(s) following receipt of an appropriate application and an acknowledgement of the applicability of this rate schedule. This rate schedule does not expand the rights to attach to EKPC's Structures beyond rights established by law.

Definitions

The definitions incorporated in 807 KAR 5:015, Section 1, shall be applicable for this tariff. In addition, "Structure" means any EKPC pole, conduit, duct, or other facility normally used to support or protect its electric conductors but shall not include (1) any Transmission Pole or Tower designed to operate at 69 kV or greater; (2) any pole that is primarily used to support outdoor lighting; or (3) any pole that EKPC has leased to a third party.


Access to Structures

EKPC may deny access to Transmission Poles or Towers designed to operate at 69 kV or greater at its discretion for any reason; provided that such denials shall be determined in a non-discriminatory manner. EKPC may deny access to any Structure at its discretion on a non-discriminatory basis including but not limited to safety, reliability, insufficient capacity, easement rights or generally applicable engineering standards.

Further, 807 KAR 5:015, Section 2(c) states EKPC shall not be required to secure any right-of-way, easement, license, franchise, or permit required for the construction or maintenance of attachments or facilities from a third party for or on behalf of the person or entity requesting access to EKPC's Structures.

DATE OF ISSUE: March 18, 2022

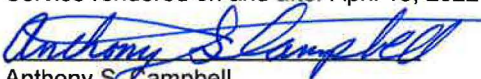
DATE EFFECTIVE: Service rendered on and after April 18, 2022

ISSUED BY: 
 Anthony S. Campbell,
 President and Chief Executive Officer

Pole Attachments (continued)

In the event that access can be permitted, EKPC will design and prepare an estimate of the modification costs that will be paid by the requesting attachment owner. The estimated modification costs will include survey, design, and overhead charges, which will be adequately detailed and supported. The requesting attachment owner will pay the estimated modification costs to EKPC prior to construction commencing on the Structure modifications which may also include a non-refundable deposit requirement to begin pre-construction work efforts. Attachment charges and applicable terms and conditions will be determined and incorporated in the agreement between the requesting attachment owner and EKPC on a case-by-case basis. Before commencing any work, the requesting attachment owner shall be required to acknowledge that it assumes all risk and liability for work on and near EKPC's Structures and shall indemnify EKPC for any loss, damage, claims, liabilities, judgments or any other manner of costs arising from or relating to such work.

N
↓

DATE OF ISSUE: March 18, 2022
DATE EFFECTIVE: Service rendered on and after April 18, 2022
ISSUED BY: 
Anthony S. Campbell,
President and Chief Executive Officer