

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC INVESTIGATION OF THE	)	CASE NO.
PROPOSED POLE ATTACHMENT TARIFFS OF	)	2026-00014
KENTUCKY POWER COMPANY	)	

ORDER

On December 10, 2025, Kentucky Power Company (Kentucky Power) filed amendments to its respective pole-attachment tariffs pursuant to 807 KAR 5:015, as amended. Kentucky Power proposed an effective date of December 3, 2025, for each of its tariffs.

KRS 278.030 provides that a utility may collect fair, just and reasonable rates and that the service it provides must be adequate, efficient and reasonable. Having reviewed the proposed tariff and being otherwise sufficiently advised, the Commission finds that an investigation is necessary to determine the reasonableness of the proposed tariff and that such investigation cannot be completed by the proposed effective date. Because Kentucky Power did not comply with the tariff filing provisions in 807 KAR 5:015, Section 3(8) or KRS 278.180(1), Kentucky Power's proposed tariff did not become effective on the proposed effective date.<sup>1</sup> However, the tariff changes required by the amendments to 807 KAR 5:015 are, among other things, intended to further streamline the pole-attachment process such that the public interest would not be served by further delaying this matter. Thus, the Commission finds that Kentucky Power's tariff should be accepted

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<sup>1</sup> See 807 KAR 5:011, Section 9.

for filing but that pursuant to KRS 278.190(2), the proposed tariff should be suspended up to and including June 10, 2026.

The Kentucky Broadband and Cable Association (KBCA) has previously filed objections to Kentucky Power's proposed tariffs. The Commission finds that, for the sake of administrative efficiency, KBCA shall be made a party to this proceeding.

The Commission directs Kentucky Power to the Commission's July 22, 2021 Order in Case No. 2020-00085<sup>2</sup> in which the Commission mandated the use of electronic filing procedures listed in 807 KAR 5:001, Section 8. Consistent with the filing procedures set forth in Case No. 2020-00085, the Commission finds that electronic filing procedures should be used.

The Commission further finds that a procedural schedule should be established to review the reasonableness of the proposed tariff. The procedural schedule is attached as an Appendix A to this Order and is incorporated herein. The proposed tariffs are incorporated herein and attached as Appendix B.

IT IS THEREFORE ORDERED that:

1. This proceeding is established to investigate the reasonableness of the proposed tariff.
2. The proposed tariffs of Kentucky Power are suspended up to and including June 10, 2026.

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<sup>2</sup> Case No. 2020-00085, *Electronic Emergency Docket Related to the Novel Coronavirus COVID-19* (Ky. PSC July 22, 2021), Order (in which the Commission ordered that for case filings made on and after March 16, 2020, filers are NOT required to file the original physical copies of the filings required by 807 KAR 5:001, Section 8).

3. The amended tariffs of Kentucky Power as set forth in Appendix B shall be incorporated into the record of this matter.

4. KBCA is made a party to this proceeding and shall be served a copy of this Order.

5. Kentucky Power shall, by counsel, enter an appearance in this proceeding within seven days of the date of service of this Order. The entry of appearance shall include the name, address, telephone number, fax number, and electronic mail address of counsel.

6. KBCA shall, by counsel, enter an appearance in this proceeding within seven days of the date of service of this Order. The entry of appearance shall include the name, address, telephone number, fax number, and electronic mail address of counsel.

7. Unless otherwise ordered by the Commission, the procedures set forth in 807 KAR 5:001, Section 8, related to service and electronic filing of papers shall be followed in this proceeding.

8. Pursuant to 807 KAR 5:001, Section 8(9), within seven days of the date of service of this Order, Kentucky Power shall file by electronic means a written statement that it waives any right to service of Commission orders by United States mail and that it or its authorized agent possess the facilities to receive electronic submissions.

9. Unless a party granted leave to intervene states its objection to the use of electronic filing procedures in a motion for intervention, the party shall:

a. Be deemed to have consented to the use of electronic filing procedures and the service of all papers, including Orders of the Commission, by electronic means; and

b. Within seven days of the date of service of an order of the Commission granting intervention, file with the Commission a written statement that:

(1) It or its authorized agent possesses the facilities to receive electronic transmissions; and

(2) Sets forth the electronic mail address to which all electronic notices and messages related to this proceeding shall be served.

10. If a party objects to the use of electronic filing procedures and the Commission determines that good cause exists to excuse that party from the use of electronic filing procedures, service of documents on that party and by that party shall be made in accordance with 807 KAR 5:001, Section 4(8).

11. The procedural schedule set forth in the Appendix A to this Order shall be followed.

12. Kentucky Power and KBCA shall respond to all requests for information propounded by Commission Staff, whether identified on the procedural schedule or otherwise, as provided in those requests.

13. As set forth in 807 KAR 5:001, Section 4(11), a person requesting permissive intervention in a Commission proceeding is required to demonstrate either (1) a special interest in the proceeding, which is not adequately represented in the case, or (2) that intervention is likely to present issues or develop facts that will assist the Commission in fully considering the matter without unduly complicating or disrupting the proceedings. Therefore, any person requesting to intervene in a Commission proceeding must state with specificity the person's special interest that is not otherwise adequately represented, or the issues and facts the person will present that will assist the

Commission in fully considering the matter. A mere recitation of the quantity of utility service consumed by the movant or a general statement regarding the potential impact of possible modification of rates will not be deemed sufficient to establish a special interest.

14. Any motion to intervene after the date established in the procedural schedule shall also show good cause for being untimely. If the untimely motion is granted, the movant shall accept and abide by the existing procedural schedule.

15. Kentucky Power shall give notice of the hearing in compliance with 807 KAR 5:001, Section 9(2)(b). In addition, the notice of hearing shall include the following statements: "This hearing will be streamed live and may be viewed by connecting to the YouTube link posted on the PSC website, [psc.ky.gov](http://psc.ky.gov)" the day of the hearing, and "Public comments may be made at the beginning of the hearing. Those wishing to provide public comments may do so by arriving at 211 Sower Boulevard, Frankfort, Kentucky, before the start of the hearing." At the time the notice is mailed or publication is requested, [ALIAS] shall forward a duplicate of the notice and request to the Commission.

16. At any public hearing in this matter, neither opening statements nor summarization of direct testimonies shall be permitted.

17. Any hearing scheduled in this matter shall be held on the designated day or days and continued until called from the bench by the presiding officer. Pursuant to 807 KAR 5:001, Section 2, if the hearing is not concluded on the designated day, the hearing shall be continued upon verbal announcement by the presiding officer. A verbal announcement made by the presiding officer shall be proper notice of the continued hearing.

18. Witnesses who sponsor schedules, testimony, or responses to requests for information shall participate in person at any hearing scheduled in this matter.

19. Pursuant to KRS 278.360 and 807 KAR 5:001, Section 9(9), a digital video recording shall be made of the hearing.

20. The Commission does not look favorably upon motions for continuance. Accordingly, motions for extensions of times with respect to the schedule herein shall be made in writing and will be granted only upon a showing of good cause.

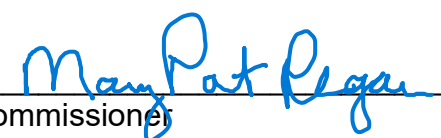
21. The Commission does not look favorably upon motions to substitute witnesses or excuse witnesses from testifying at Commission hearings. Accordingly, motions to substitute witnesses or excuse a witness from testifying at a Commission hearing or from testifying in person at a Commission hearing shall be made in writing at least 14 days prior to the hearing and will be granted only upon a showing of good cause.

22. Nothing contained herein shall prevent the Commission from entering further Orders in this matter.

PUBLIC SERVICE COMMISSION

  
Chairman

  
Commissioner

  
Commissioner

ATTEST:

  
Executive Director



APPENDIX A

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2025-00014 DATED JAN 23 2026

Requests for intervention shall be filed no later than ..... 01/30/2026

KBCA's and any intervenor's specific objections to  
Kentucky Power's proposed tariffs  
shall be filed no later than ..... 02/06/2026

Kentucky Power's responses to parties' objections  
shall be filed no later than ..... 02/13/2026

Initial requests for information to Kentucky Power  
shall be filed no later than ..... 02/17/2026

Kentucky Power shall file responses to  
initial requests for information no later than..... 02/24/2026

All supplemental requests for information to Kentucky Power  
shall be filed no later than ..... 03/03/2026

Kentucky Power shall file responses to supplemental requests  
for information no later than ..... 03/10/2026

Intervenor testimony, if any, in verified prepared  
form shall be filed no later than..... 03/17/2026

All requests for information to Intervenors shall  
be filed no later than ..... 03/27/2026

Intervenors shall file responses to requests for  
information no later than..... 04/06/2026

Kentucky Power shall file, in verified form, its rebuttal  
testimony no later than ..... 04/13/2026

Kentucky Power or any Intervenor shall request either a  
hearing or that the case be submitted for decision  
based on the record no later than ..... 04/17/2026



APPENDIX B

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2026-00014 DATED JAN 23 2026

EIGHT PAGES TO FOLLOW

## **Tariff P.A. (Pole Attachments)**

### **1. Availability of Service**

Available to broadband internet providers, cable television system operators, governmental units and telecommunications carriers that provide service within the operating area of Kentucky Power Company (Company). This Tariff is not available to: (1) the Attachments of utilities, including local exchange carriers (LECs), that have joint use agreements with Company; or (2) macro cell facilities. Nothing in this Tariff expands the right to attach to Company's facilities beyond the rights otherwise conveyed by law.

### **2. Definitions**

Unless stated otherwise, the terms used in this Tariff shall have the same meaning as the terms expressly defined in Section 1 of 807 KAR 5:015.

"Approved Contractor" means a contractor approved by Company for a particular purpose.

"Attachment" means a Wireline Facility or Wireless Facility and all associated equipment, including without limitation, any overlashed cable or fiber, guying, small splice panels and vertical overhead to underground risers but shall not include power supplies, equipment cabinets, meter bases or other equipment that impedes accessibility or otherwise conflicts with Company's standards. For billing purposes, the term "Attachment" also includes: (1) a Service Drop affixed to a pole that is located more than one (1) vertical foot away from the point at which the messenger strand is attached to the pole; and (2) a Service Drop located on a dedicated service, drop or lift pole.

"Communications Space" means the area on a pole below the Communications Worker Safety Zone and above the point on the pole necessary to meet NESC clearance, department of transportation or other governmental requirements, and Company's construction standards.

"Facility" means any Company Distribution Pole, right-of-way, conduit or duct normally used by Company to support or protect its electric conductors. The term "Facility" does not include any Transmission Pole.

"Distribution Pole" means a utility pole supporting electric supply facilities, all of which operate at less than 69kV, but does not include a pole used primarily to support outdoor lighting.

"NESC" means the National Electrical Safety Code.

"Larger Order" means an application or applications submitted within thirty (30) days of one another seeking to make Attachments to more than 500 poles.

"Operator" means a broadband internet provider, cable television system operator, governmental unit or telecommunications carrier.

"Overlashing" means the practice whereby an entity, whether Operator or a third party, physically connects or attaches, through lashing or otherwise, new fiber optic or coaxial cable, or any other type of cable, to an existing Wireline Attachment on a Distribution Pole.

"Service Drop" means a Wireline Facility, attached to a pole with a J-hook or other similar hardware, that connects the trunk line to an end user's premises, and extends directly from the trunk line to a drop/lift pole or into an end user's premises.

"Transmission Pole" means any utility pole or tower supporting electric supply facilities designed to operate at 69kV or greater.

"Wireline Facility" means fiber optic or coaxial cable, or any other type of cable, as well as any messenger wire or support strand.

*Continued on Sheet 12-2*

DATE OF ISSUE: December 10, 2025  
DATE EFFECTIVE: Services Rendered On And After December 3, 2025  
ISSUED BY: /s/ Tanner S. Wolffram  
TITLE: Director Regulatory Services  
By Authority of an Order of the Public Service Commission  
In Case No.: XXXX-XXXXX Dated XXXX XX, XXXX

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### Tariff P.A. Continued (Pole Attachments)

“Wireless Facility” means, without limitation, antennas, risers, transmitters, receivers, and all other associated equipment used in connection with Operator’s provision of wireless communications services and the transmission and reception of radiofrequency signals, but shall not include power supplies, equipment cabinets, meter bases, and other equipment that impedes accessibility or that conflicts with Company’s standards. The term “Wireless Facility” does not include any strand-mounted antennas or macro cell facilities.

#### **3. Rate**

Charge for Wireline Facility on a two-user pole	\$10.82	per attachment per year
Charge for Wireline Facility on a three-user pole	\$6.71	per attachment per year

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

$$\frac{\text{Weighted Average Bare Pole Cost}}{\text{Bare Pole Cost}} \times \text{Usage Factor} \times \text{Carrying Charge} = \text{Rate Per Pole}$$

A two-user pole is a pole being used, by actual occupation or reservation, by the Operator and the Company. A three-user pole is a pole being used by actual occupation or reservation, by the Operator, the Company, and a third party.

Charge for Attachments within ducts or conduits	\$2.70	per linear foot per year
Charge for attachment of Wireless Facility to top of Distribution Pole	\$150	per attachment per year
Charge for attachment of Wireless Facility within Communications Space of Distribution Pole	\$75	per attachment per year

The above rates are subject to revision from time to time as approved by the Commission.

#### **4. Company Facilities Subject to Attachment**

Pursuant to 807 KAR 5:015 and the terms and conditions of this Tariff, Attachments to Company Facilities that do not interfere with Company’s electric service requirements shall be permitted. Company may deny access to any Company Facility on a non-discriminatory basis where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes.

All Company Facilities covered by this Tariff remain the property of Company regardless of any payment by Operator toward their cost. No use, however extended, of Company Facilities or payment of any fee or charge required hereunder shall create or vest in Operator any claim or right, possession, title, interest or ownership in such Facilities. Nothing in this Tariff shall be construed to obligate Company to construct, reconstruct, retain, extend, repair, place, replace or maintain any Facility which, in Company’s sole discretion, is not needed for Company’s own purposes. Company and its successors and assigns shall have the right to operate, relocate and maintain Company Facilities in such a manner as will best enable Company, in its sole discretion, to fulfill its service requirements.

#### **5. Company’s Pole Attachment Policy Handbook; Website**

Operator is expected to follow the processes and guidelines set forth in Company’s Pole Attachment Policy handbook, as well as any amendments thereto, but only to the extent that such processes and guidelines do not conflict with 807 KAR 5:015 or this Tariff.

*Continued on Sheet 12-3*

DATE OF ISSUE: December 10, 2025  
DATE EFFECTIVE: Services Rendered On And After December 3, 2025  
ISSUED BY: /s/ Tanner S. Wolfram  
TITLE: Director Regulatory Services  
By Authority of an Order of the Public Service Commission  
In Case No.: XXXX-XXXXX Dated XXXX XX, XXXX

## **Tariff P.A. Continued (Pole Attachments)**

### **7. Standards for Installation**

All Attachments and associated equipment of Operator 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 Facilities covered by this Tariff. All such Attachments and equipment shall be installed and at all times maintained by Operator so as to comply with the standards set forth in Company's Pole Attachment Policy handbook, the NESC and any other applicable regulations or codes promulgated by state, local or other governmental authority having jurisdiction thereover. In the event of a conflict, the more stringent standard shall apply. 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.

Operator shall complete the installation of its Attachments within thirty (30) days of Company's approval of the application for such Attachments, or if make-ready is required to accommodate the Attachments, the completion date of such make-ready. Operator shall, within fifteen (15) days after completing the installation of its Attachments, provide Company with written notice of such completion, and Company shall have the right to perform a post-inspection on such Attachments, at Operator's sole expense, within ninety (90) days of receipt of Operator's notice of completion. If Company's inspection reveals that Operator's installation resulted in any property damage or code violations, Company may either: (1) complete any necessary remedial work and bill Operator for the costs related to fixing the damage or correcting the code violations; or (2) require Operator to fix the damage or code violations at its own expense within fourteen (14) days' notice from Company.

### **8. Tagging Requirement**

Operator shall identify each of its Attachments with a tag, approved in advance by Company, that includes Operator's name, 24-hour contact telephone number, and such other information as Company may require. Operator shall tag an Attachment at the time of construction. Any untagged Attachment existing as of the effective date of this Tariff shall be tagged by Operator by no later than June 30, 2025.

### **9. Overlashing**

Operator shall provide Company with at least thirty (30) days' advance written notice before Overlashing, or allowing a third party to overlash, Operator's existing Wireline Facilities. Operator is responsible for all Overlashing performed on its Wireline Facilities, including any Overlashing by a third party, and shall ensure that all Overlashing complies with Company's standards, the applicable provisions of the NESC, and any other applicable law or code. If Overlashing of Operator's Wireline Facilities results in any damage to the pole, Company equipment or existing Attachments, or if any Overlashing causes a safety or engineering standard violation, Operator shall be responsible, at its expense, for any necessary repairs or corrections.

Operator shall notify Company within fifteen (15) days of completion of an overlash on a particular pole. Within ninety (90) days of receiving such notice, Company will perform an inspection at Operator's expense to determine whether the overlash caused any damage to Company property or resulted in any code violations. Company shall notify Operator of any damage to Company property or code violations within fourteen (14) days after completion of the inspection. At Company's discretion, Company may either: (1) complete any necessary remedial work and bill Operator for the costs related to fixing the damage or correcting the code violations; or (2) require Operator to fix the damage or code violations at its own expense within fourteen (14) days' notice from Company.

*Continued on Sheet 12-5*

DATE OF ISSUE: December 10, 2025  
DATE EFFECTIVE: Services Rendered On And After December 3, 2025  
ISSUED BY: /s/ Tanner S. Wolfram  
TITLE: Director Regulatory Services  
By Authority of an Order of the Public Service Commission  
In Case No.: XXXX-XXXXXX Dated XXXX XX, XXXX

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## Tariff P.A. Continued (Pole Attachments)

### **10. Pole Installation or Replacement; Rearrangements; Guying**

In any case Operator proposes to install Attachments on a pole to be erected by Company in a new location, and such pole must, in Company's judgment, be taller and/or stronger than would be necessary to accommodate the facilities of Company and of other persons who have previously indicated that they desire to make attachments on such pole or with whom Company has an agreement providing for joint or shared ownership of poles, the cost of such extra height and/or strength shall be paid to Company by Operator. Such cost shall be the difference between the cost in place of the new pole and the current cost in place of a pole considered by Company to be adequate for the facilities of Company and the attachments of such other persons.

Where in Company's judgment a new pole must be erected to replace an existing pole solely to adequately provide for Operator's proposed Attachments, Operator agrees to pay Company for the entire cost of the new pole necessary to accommodate the existing facilities on the pole and Operator's proposed Attachments, plus the cost of removal of the in-place pole, minus the salvage value, if any, of the removed pole. Operator shall also pay to Company and to any other owner of existing attachments on the pole the cost of transferring each of their respective facilities or attachments to the newly-installed pole.

If Operator's desired Attachments can be accommodated on existing poles of Company by rearranging facilities of Company thereon or of any other person, or if because of Operator's proposed Attachments it is necessary for Company to rearrange its facilities on any pole not owned by it, then in any such case, Operator shall reimburse Company and any such other person for the respective expense incurred in making such rearrangement.

If because of the requirements of its business, Company intends to replace an existing pole on which Operator has any Attachment, or Company intends to change the arrangements of its facilities on any such pole in such manner as to necessitate a rearrangement of Operator's Attachment, or if as a result of any inspection of Operator's Attachments Company determines that any such Attachments are not in accordance with Company's standards, applicable codes or the provisions of this Tariff or are otherwise hazards Company shall give Operator not less than sixty (60) days' notice of such proposed replacement or change, or any such violation or hazard; provided, however, that the sixty (60) day notice requirement shall not apply to: (1) make-ready notices pursuant to Section 4 of 807 KAR 5:015; (2) routine maintenance by Company; or (3) a replacement or change made by Company in response to an emergency. In such event, Operator shall at its expense relocate, rearrange or modify its Attachments at the time specified by Company. If Operator fails to do so, or if any such emergency makes notice impractical, Company shall perform such relocation or rearrangement and Operator shall reimburse Company for the reasonable cost thereof.

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Any additional guying or anchors required by reason of the Attachments of Operator shall be provided at the expense of Operator and shall meet the requirements of all applicable codes or regulations and Company's generally applicable guying standards.

### **11. Self-Help Remedy**

If Company is unable to meet the timelines in 807 KAR 5:015 for completing a survey or completing make-ready work above the Communications Space, and if Company lacks good and sufficient cause to deviate from such timelines, Operator may perform such work at its own expense using an Approved Contractor. Operator shall refer to Company's website for a list of Approved Contractors for specified purposes. Self-help is not available for pole replacements or for surveys or make-ready related to ducts. Operator shall provide written notice to Company at least one (1) week prior to performing surveys or performing make-ready above the Communications Space. Operator shall notify Company immediately if a survey or make-ready causes any property damage or an outage that is reasonably likely to interrupt Company's services.

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*Continued on Sheet 12-6*

DATE OF ISSUE: December 10, 2025  
DATE EFFECTIVE: Services Rendered On And After December 3, 2025  
ISSUED BY: /s/ Tanner S. Wolfram  
TITLE: Director Regulatory Services  
By Authority of an Order of the Public Service Commission  
In Case No.: XXXX-XXXXX Dated XXXX XX, XXXX

## Tariff P.A. (Pole Attachments)

### 1. Availability of Service

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### 2. Definitions

Unless stated otherwise, the terms used in this Tariff shall have the same meaning as the terms expressly defined in Section 1 of 807 KAR 5:015.

"Approved Contractor" means a contractor approved by Company for a particular purpose.

"Attachment" means a Wireline Facility or Wireless Facility and all associated equipment, including without limitation, any overlashed cable or fiber, guying, small splice panels and vertical overhead to underground risers but shall not include power supplies, equipment cabinets, meter bases or other equipment that impedes accessibility or otherwise conflicts with Company's standards. For billing purposes, the term "Attachment" also includes: (1) a Service Drop affixed to a pole that is located more than one (1) vertical foot away from the point at which the messenger strand is attached to the pole; and (2) a Service Drop located on a dedicated service, drop or lift pole.

"Communications Space" means the area on a pole below the Communications Worker Safety Zone and above the point on the pole necessary to meet NESC clearance, department of transportation or other governmental requirements, and Company's construction standards.

"Facility" means any Company Distribution Pole, right-of-way, conduit or duct normally used by Company to support or protect its electric conductors. The term "Facility" does not include any Transmission Pole.

"Distribution Pole" means a utility pole supporting electric supply facilities, all of which operate at less than 69kV, but does not include a pole used primarily to support outdoor lighting.

"NESC" means the National Electrical Safety Code.

"Larger Order" means ~~an application, or multiple applications submitted within thirty (30) days of one another, seeking to make Attachments to more than three hundred (300) poles except that for the period during which 807 KAR 5:015E is in effect, such term shall mean~~ an application or applications submitted within thirty (30) days of one another seeking to make Attachments to more than 500 poles.

"Operator" means a broadband internet provider, cable television system operator, governmental unit or telecommunications carrier.

"Overlashing" means the practice whereby an entity, whether Operator or a third party, physically connects or attaches, through lashing or otherwise, new fiber optic or coaxial cable, or any other type of cable, to an existing Wireline Attachment on a Distribution Pole.

"Service Drop" means a Wireline Facility, attached to a pole with a J-hook or other similar hardware, that connects the trunk line to an end user's premises, and extends directly from the trunk line to a drop/lift pole or into an end user's premises.

"Transmission Pole" means any utility pole or tower supporting electric supply facilities designed to operate at 69kV or greater.

"Wireline Facility" means fiber optic or coaxial cable, or any other type of cable, as well as any messenger wire or support strand.

*Continued on Sheet 12-2*

DATE OF ISSUE: ~~December 10, 2025~~ August 30, 2024  
DATE EFFECTIVE: ~~Services Rendered On And After December 3, 2025~~ September 30, 2024  
ISSUED BY: /s/ Tanner S. Wolffram  
TITLE: Director Regulatory Services  
By Authority of an Order of the Public Service Commission  
In Case No.: ~~XXXX-XXXXX2023-00416~~ Dated ~~XXXX XX, XXXX~~ May 31, 2024

### Tariff P.A. Continued (Pole Attachments)

“Wireless Facility” means, without limitation, antennas, risers, transmitters, receivers, and all other associated equipment used in connection with Operator’s provision of wireless communications services and the transmission and reception of radiofrequency signals, but shall not include power supplies, equipment cabinets, meter bases, and other equipment that impedes accessibility or that conflicts with Company’s standards. The term “Wireless Facility” does not include any strand-mounted antennas or macro cell facilities.

#### 3. Rate

Charge for Wireline Facility on a two-user pole	\$10.82	per attachment per year
Charge for Wireline Facility on a three-user pole	\$6.71	per attachment per year

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

$$\frac{\text{Weighted Average Bare Pole Cost}}{\text{Bare Pole Cost}} \times \text{Usage Factor} \times \text{Carrying Charge} = \text{Rate Per Pole}$$

A two-user pole is a pole being used, by actual occupation or reservation, by the Operator and the Company. A three-user pole is a pole being used by actual occupation or reservation, by the Operator, the Company, and a third party.

Charge for Attachments within ducts or conduits	\$2.70	per linear foot per year
Charge for attachment of Wireless Facility to top of Distribution Pole	\$150	per attachment per year
Charge for attachment of Wireless Facility within Communications Space of Distribution Pole	\$75	per attachment per year

The above rates are subject to revision from time to time as approved by the Commission.

#### 4. Company Facilities Subject to Attachment

Pursuant to 807 KAR 5:015 and the terms and conditions of this Tariff, Attachments to Company Facilities that do not interfere with Company’s electric service requirements shall be permitted. Company may deny access to any Company Facility on a non-discriminatory basis where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes.

All Company Facilities covered by this Tariff remain the property of Company regardless of any payment by Operator toward their cost. No use, however extended, of Company Facilities or payment of any fee or charge required hereunder shall create or vest in Operator any claim or right, possession, title, interest or ownership in such Facilities. Nothing in this Tariff shall be construed to obligate Company to construct, reconstruct, retain, extend, repair, place, replace or maintain any Facility which, in Company’s sole discretion, is not needed for Company’s own purposes. Company and its successors and assigns shall have the right to operate, relocate and maintain Company Facilities in such a manner as will best enable Company, in its sole discretion, to fulfill its service requirements.

#### 5. Company’s Pole Attachment Policy Handbook; Website

Operator is expected to follow the processes and guidelines set forth in Company’s Pole Attachment Policy handbook, as well as any amendments thereto, but only to the extent that such processes and guidelines do not conflict with 807 KAR 5:015 ~~(and 807 KAR 5:015E during the period such emergency regulation is effective)~~ or this Tariff.

*Continued on Sheet 12-3*

DATE OF ISSUE: ~~December 10, 2025~~ July 31, 2024  
DATE EFFECTIVE: Services Rendered On And After December 3, 2025 ~~August 31, 2024~~  
ISSUED BY: /s/ Tanner S. Wolffram  
TITLE: Director Regulatory Services  
By Authority of an Order of the Public Service Commission  
In Case No.: ~~XXXX-XXXXX2023-00416~~ Dated ~~XXXX XX, XXXX~~ May 31, 2024

## Tariff P.A. Continued (Pole Attachments)

### **7. Standards for Installation**

All Attachments and associated equipment of Operator 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 Facilities covered by this Tariff. All such Attachments and equipment shall be installed and at all times maintained by Operator so as to comply with the standards set forth in Company's Pole Attachment Policy handbook, the NESC and any other applicable regulations or codes promulgated by state, local or other governmental authority having jurisdiction thereover. In the event of a conflict, the more stringent standard shall apply. 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.

Operator shall complete the installation of its Attachments within thirty (30) days of Company's approval of the application for such Attachments, or if make-ready is required to accommodate the Attachments, the completion date of such make-ready. Operator shall, within ~~fifteen~~ seventeen (157) days after completing the installation of its Attachments, provide Company with written notice of such completion ~~(except that such notice may be provided within fifteen (15) days after completing the installation of Attachments during the period 807 KAR 5:015E is effective)~~, and Company shall have the right to perform a post-inspection on such Attachments, at Operator's sole expense, within ninety (90) days of receipt of Operator's notice of completion. If Company's inspection reveals that Operator's installation resulted in any property damage or code violations, Company may either: (1) complete any necessary remedial work and bill Operator for the costs related to fixing the damage or correcting the code violations; or (2) require Operator to fix the damage or code violations at its own expense within fourteen (14) days' notice from Company.

### **8. Tagging Requirement**

Operator shall identify each of its Attachments with a tag, approved in advance by Company, that includes Operator's name, 24-hour contact telephone number, and such other information as Company may require. Operator shall tag an Attachment at the time of construction. Any untagged Attachment existing as of the effective date of this Tariff shall be tagged by Operator by no later than June 30, 2025.

### **9. Overlashing**

Operator shall provide Company with at least thirty (30) days' advance written notice before Overlashing, or allowing a third party to overlash, Operator's existing Wireline Facilities. Operator is responsible for all Overlashing performed on its Wireline Facilities, including any Overlashing by a third party, and shall ensure that all Overlashing complies with Company's standards, the applicable provisions of the NESC, and any other applicable law or code. If Overlashing of Operator's Wireline Facilities results in any damage to the pole, Company equipment or existing Attachments, or if any Overlashing causes a safety or engineering standard violation, Operator shall be responsible, at its expense, for any necessary repairs or corrections.

Operator shall notify Company within fifteen (15) days of completion of an overlash on a particular pole. Within ninety (90) days of receiving such notice, Company will perform an inspection at Operator's expense to determine whether the overlash caused any damage to Company property or resulted in any code violations. Company shall notify Operator of any damage to Company property or code violations within fourteen (14) days after completion of the inspection. At Company's discretion, Company may either: (1) complete any necessary remedial work and bill Operator for the costs related to fixing the damage or correcting the code violations; or (2) require Operator to fix the damage or code violations at its own expense within fourteen (14) days' notice from Company.

*Continued on Sheet 12-5*

DATE OF ISSUE: ~~December 10, 2025~~ April 28, 2025  
DATE EFFECTIVE: Services Rendered On And After December 3, 2025 ~~May 28, 2025~~  
ISSUED BY: /s/ Tanner S. Wolfram  
TITLE: Director Regulatory Services  
By Authority of an Order of the Public Service Commission  
In Case No.: ~~XXXX-XXXXX2023-00416~~ Dated ~~XXXX XX, XXXX~~ February 25, 2025



## Tariff P.A. Continued (Pole Attachments)

### **10. Pole Installation or Replacement; Rearrangements; Guying**

In any case Operator proposes to install Attachments on a pole to be erected by Company in a new location, and such pole must, in Company's judgment, be taller and/or stronger than would be necessary to accommodate the facilities of Company and of other persons who have previously indicated that they desire to make attachments on such pole or with whom Company has an agreement providing for joint or shared ownership of poles, the cost of such extra height and/or strength shall be paid to Company by Operator. Such cost shall be the difference between the cost in place of the new pole and the current cost in place of a pole considered by Company to be adequate for the facilities of Company and the attachments of such other persons.

Where in Company's judgment a new pole must be erected to replace an existing pole solely to adequately provide for Operator's proposed Attachments, Operator agrees to pay Company for the entire cost of the new pole necessary to accommodate the existing facilities on the pole and Operator's proposed Attachments, plus the cost of removal of the in-place pole, minus the salvage value, if any, of the removed pole. Operator shall also pay to Company and to any other owner of existing attachments on the pole the cost of transferring each of their respective facilities or attachments to the newly-installed pole.

If Operator's desired Attachments can be accommodated on existing poles of Company by rearranging facilities of Company thereon or of any other person, or if because of Operator's proposed Attachments it is necessary for Company to rearrange its facilities on any pole not owned by it, then in any such case, Operator shall reimburse Company and any such other person for the respective expense incurred in making such rearrangement.

If because of the requirements of its business, Company intends to replace an existing pole on which Operator has any Attachment, or Company intends to change the arrangements of its facilities on any such pole in such manner as to necessitate a rearrangement of Operator's Attachment, or if as a result of any inspection of Operator's Attachments Company determines that any such Attachments are not in accordance with Company's standards, applicable codes or the provisions of this Tariff or are otherwise hazards Company shall give Operator not less than sixty (60) days' notice of such proposed replacement or change, or any such violation or hazard; provided, however, that the sixty (60) day notice requirement shall not apply to: (1) make-ready notices pursuant to Section 4 of 807 KAR 5:015 ~~or 807 KAR 5:015E (during the period such emergency regulation is effective)~~; (2) routine maintenance by Company; or (3) a replacement or change made by Company in response to an emergency. In such event, Operator shall at its expense relocate, rearrange or modify its Attachments at the time specified by Company. If Operator fails to do so, or if any such emergency makes notice impractical, Company shall perform such relocation or rearrangement and Operator shall reimburse Company for the reasonable cost thereof.

Any additional guying or anchors required by reason of the Attachments of Operator shall be provided at the expense of Operator and shall meet the requirements of all applicable codes or regulations and Company's generally applicable guying standards.

### **11. Self-Help Remedy**

If Company is unable to meet the timelines in 807 KAR 5:015 ~~(or 807 KAR 5:015E during the period such emergency regulation is effective)~~ for completing a survey or completing make-ready work above the Communications Space, and if Company lacks good and sufficient cause to deviate from such timelines, Operator may perform such work at its own expense using an Approved Contractor. Operator shall refer to Company's website for a list of Approved Contractors for specified purposes. Self-help is not available for pole replacements or for surveys or make-ready related to ducts. Operator shall provide written notice to Company at least one (1) week prior to performing surveys or performing make-ready above the Communications Space. Operator shall notify Company immediately if a survey or make-ready causes any property damage or an outage that is reasonably likely to interrupt Company's services.

*Continued on Sheet 12-6*

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TITLE: Director Regulatory Services  
By Authority of an Order of the Public Service Commission  
In Case No.: ~~XXXX-XXXXX2023-00416~~ Dated ~~XXXX XX, XXXX~~ February 25, 2025

\*Kentucky Power Company  
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