

VERIFICATION

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The undersigned, Bruce Sailors, Director Jurisdictional Rate Administration, being duly sworn, deposes and says that he has personal knowledge of the matters set forth in the foregoing data requests, and that the answers contained therein are true and correct to the best of his knowledge, information and belief.

Bruce L. Sailors
Bruce Sailors Affiant

Subscribed and sworn to before me by Bruce Sailors on this 24TH day of JANUARY, 2023.



ADELE M. FRISCH
Notary Public, State of Ohio
My Commission Expires 01-05-2024

Adele M. Frisch
NOTARY PUBLIC

My Commission Expires: 1/5/2024

VERIFICATION

STATE OF NORTH CAROLINA)
) SS:
COUNTY OF MECKLENBURG)

The undersigned, Huyen C. Dang, Director of Accounting, being duly sworn, deposes and says that he has personal knowledge of the matters set forth in the foregoing data requests, and that the answers contained therein are true and correct to the best of his knowledge, information and belief.


Huyen C. Dang Affiant

Subscribed and sworn to before me by Huyen C. Dang on this 19 day of 2023
2023.



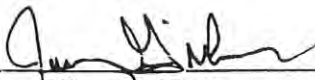

NOTARY PUBLIC

My Commission Expires: 10/2/26

VERIFICATION

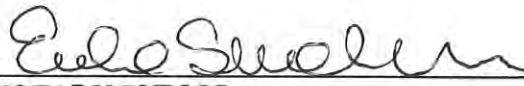
STATE OF OHIO)
)
COUNTY OF HAMILTON) SS:

The undersigned, Jeremy Gibson, Supervisor Joint Use, being duly sworn, deposes and says that he has personal knowledge of the matters set forth in the foregoing data requests, and that the answers contained therein are true and correct to the best of his knowledge, information and belief.



Jeremy Gibson Affiant

Subscribed and sworn to before me by Jeremy Gibson on this 20th day of January, 2023.



NOTARY PUBLIC

My Commission Expires: July 8, 2027



EMILIE SUNDERMAN
Notary Public
State of Ohio
My Comm. Expires
July 8, 2027

VERIFICATION

STATE OF OHIO)
)
COUNTY OF HAMILTON) SS:

The undersigned, Lisa Steinkuhl, Director Rates & Regulatory Planning, being duly sworn, deposes and says that she has personal knowledge of the matters set forth in the foregoing data requests, and that the answers contained therein are true and correct to the best of her knowledge, information and belief.



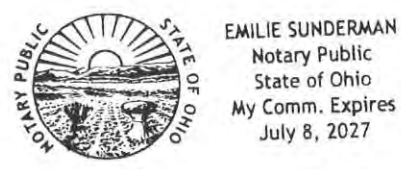
Lisa Steinkuhl Affiant

Subscribed and sworn to before me by Lisa Steinkuhl on this 24th day of January, 2023.



NOTARY PUBLIC

My Commission Expires: July 8, 2027



KyPSC Case No. 2022-00372
TABLE OF CONTENTS

<u>DATA REQUEST</u>	<u>WITNESS</u>	<u>TAB NO.</u>
KBCA-DR-01-001	Bruce Sailers	1
KBCA-DR-01-002	Bruce Sailers	2
KBCA-DR-01-003	Bruce Sailers	3
KBCA-DR-01-004	Huyen Dang	4
KBCA-DR-01-005	Huyen Dang	5
KBCA-DR-01-006	Jeremy Gibson	6
KBCA-DR-01-007	Huyen Dang	7
KBCA-DR-01-008	Bruce Sailers Huyen Dang	8
KBCA-DR-01-009	Bruce Sailers Huyen Dang	9
KBCA-DR-01-010	Danielle Weatherston	10
KBCA-DR-01-011	Huyen Dang	11
KBCA-DR-01-012	Huyen Dang	12
KBCA-DR-01-013	Jeremy Gibson	13
KBCA-DR-01-014	Jeremy Gibson	14
KBCA-DR-01-015	Huyen Dang	15
KBCA-DR-01-016	Jeremy Gibson	16
KBCA-DR-01-017	Bruce Sailers	17
KBCA-DR-01-018	Bruce Sailers Legal	18

**Duke Energy Kentucky
Case No. 2022-00372
KBCA's First Set Data Requests
Date Received: January 11, 2023**

KBCA-DR-01-001

REQUEST:

Explain your basis, including all methodology, steps, and calculations performed, and the source of all inputs or data used in your calculations, to determine Your proposed Pole Attachment Charges identified in Your Fourth Revised Sheet No. 92.

RESPONSE:

All calculations and source citations are included in Company witness Bruce L. Sailers' Direct Testimony, Attachment BLS-7. Note that the terms Cost Accounting and Plant Accounting can both be replaced with and better described as Asset Accounting. STAFF-DR-01-056 contains an electronic version of Attachment BLS-7.

PERSON RESPONSIBLE: Bruce L. Sailers

**Duke Energy Kentucky
Case No. 2022-00372
KBCA's First Set Data Requests
Date Received: January 11, 2023**

KBCA-DR-01-002

REQUEST:

Provide documents sufficient to support the methodology, steps, and calculations identified in Request No. 1, including copies of the source of all inputs or data.

RESPONSE:

The calculation methodology established in Administrative Case No. 251 is followed as directed by the Commission. The majority of input data is from the Company's 2021 FERC Form 1 which is publicly available at FERC.GOV. The inputs are identified as described in KBCA-DR-01-001. Additional accounting information inputs, not from FERC Form 1, are referenced in the attachment described in KBCA-DR-01-001 and sourced from the Company's PowerPlan asset accounting system or other schedules submitted in this case.

PERSON RESPONSIBLE: Bruce L. Sailors

Duke Energy Kentucky
Case No. 2022-00372
KBCA's First Set Data Requests
Date Received: January 11, 2023

KBCA-DR-01-003

REQUEST:

Identify all persons, including consultants and other vendors, who assisted, or were otherwise involved, in the process and approval of establishing Your proposed Pole Attachment Charges. Describe fully the responsibilities of each person identified.

RESPONSE:

The spreadsheet calculation referenced in KBCA-DR-01-001, Attachment BLS-7, was created by Company witness Bruce L. Sailors or created at his direction. His responsibilities are described in his Direct Testimony. Information was gathered from the Asset Accounting group and his main contact was Company witness Huyen C. Dang, Director of Accounting. Ms. Dang's responsibilities are described in her Direct Testimony. Prior to rate case inclusion, results are reviewed by Company witness Sarah E. Lawler, Vice President Rates. Ms. Lawler's responsibilities are described in her Direct Testimony.

PERSON RESPONSIBLE: Bruce L. Sailors

**Duke Energy Kentucky
Case No. 2022-00372
KBCA's First Set Data Requests
Date Received: January 11, 2023**

KBCA-DR-01-004

REQUEST:

Identify the number of poles reflected each calendar year in Duke Kentucky's continuing property records for Account 364 since 2020.

RESPONSE:

Please see KBCA-DR-01-004 Attachment.

PERSON RESPONSIBLE: Huyen C. Dang

Duke Energy Kentucky
 Ending Quantity and Type of Poles
 FERC account 364

Year:

2020	Description	Quantity
	Pole: steel, all sizes	164
	Pole: Wood, 30' or less	2,047
	Pole: Wood, 35'	6,509
	Pole: Wood, 40'	16,456
	Pole: Wood, 45'	10,351
	Pole: Wood, 50'	2,775
	Pole: Wood, 55'	904
	Pole: Wood, 60'	406
	Pole: Wood, 65'	116
	Pole: Wood, 70'	65
	Pole: Wood, 75'	19
	Pole: Wood, 80'	14
	Pole: Wood, 85'	3
	Pole: Wood, 90'	4
	Pole: Wood, 95'	1
		<hr/>
		39,834
2021		
	Pole: steel, all sizes	178
	Pole: Wood, 30' or less	2,049
	Pole: Wood, 35'	6,584
	Pole: Wood, 40'	16,707
	Pole: Wood, 45'	10,936
	Pole: Wood, 50'	3,008
	Pole: Wood, 55'	998
	Pole: Wood, 60'	428
	Pole: Wood, 65'	117
	Pole: Wood, 70'	72
	Pole: Wood, 75'	13
	Pole: Wood, 80'	13
	Pole: Wood, 85'	2
	Pole: Wood, 90'	4
	Pole: Wood, 95'	1
		<hr/>
		41,110
2022		
	Pole: steel, all sizes	181
	Pole: Wood, 30' or less	2,039
	Pole: Wood, 35'	6,573
	Pole: Wood, 40'	16,579
	Pole: Wood, 45'	11,005
	Pole: Wood, 50'	3,063
	Pole: Wood, 55'	1,080
	Pole: Wood, 60'	435
	Pole: Wood, 65'	117
	Pole: Wood, 70'	74
	Pole: Wood, 75'	13
	Pole: Wood, 80'	13
	Pole: Wood, 85'	2
	Pole: Wood, 90'	4
	Pole: Wood, 95'	1
		<hr/>
		41,179

**Duke Energy Kentucky
Case No. 2022-00372
KBCA's First Set Data Requests
Date Received: January 11, 2023**

KBCA-DR-01-005

REQUEST:

Provide all of Duke Kentucky's detailed continuing property records for Account 364 for each year from 2020 to present.

RESPONSE:

Please see KBCA-DR-01-005 Attachment.

PERSON RESPONSIBLE: Huyen C. Dang

**Duke Energy Kentucky
Case No. 2022-00372
KBCA's First Set Data Requests
Date Received: January 11, 2023**

KBCA-DR-01-006

REQUEST:

Provide any pole survey or inspection data containing data on the height of Duke Kentucky's poles for each year from 2020 to present.

RESPONSE:

Please see KBCA-DR-01-006 Attachment.

PERSON RESPONSIBLE: Jeremy B. Gibson

Duke Energy Kentucky
Case No. 2022-00372
KBCA's First Set Data Requests
Date Received: January 11, 2023

KBCA-DR-01-007

REQUEST:

Provide any pole survey or inspection data containing data on the number of Duke Kentucky poles that have two users and the number of Duke Kentucky poles that have three users for each year from 2020 to present.

RESPONSE:

Objection. This request is overbroad and unduly burdensome insofar as it request "any pole survey or inspection data" and seeks information that is beyond the scope of and unrelated to this proceeding, which is to determine the rates for Duke Energy Kentucky. Objecting further, this request seeks information that does not exist in the format requested. Without waiving said objection and to the extent discoverable, the Company only performs surveys every five years. The last survey was performed in 2018. Please see KCBA-DR-01-007 Attachment.

PERSON RESPONSIBLE: As to objections, Legal
As to response, Jeremy B. Gibson

Duke Energy Kentucky
Case No. 2022-00372
KBCA's First Set Data Requests
Date Received: January 11, 2023

KBCA-DR-01-008

REQUEST:

Provide the following information for Duke Kentucky for the 2020, 2021, and 2022 calendar years:

- a. Total Number of Distribution Poles (including drop and lift poles) (FERC Account 364, or equivalent).
- b. Total Number of Mixed Use (i.e., Joint Transmission/Distribution Poles or Transmission Poles with Distribution Facilities built underneath), if any, for which any costs are booked to Account 364;
- c. Gross Investment in Distribution Poles (including drop and lift poles) (FERC Account 364 of equivalent).
- d. Gross Investment in Electric Plant (FERC Form 1, p. 200 col. B, or equivalent).
- e. Accumulated Depreciation for Electric Plant.
- f. Gross Investment in Electric Distribution Plant.
- g. Accumulated Depreciation for Electric Distribution Plant.
- h. Accumulated Deferred Income Taxes, if any, related to Electric Plant (FERC Accounts 190 and 281-283, or equivalent, including amounts booked to Account 254 relating to the Tax Cut and Jobs Act of 2017).
- i. Total General and Administrative Expenses related to Electric Operations (FERC Form 1, p. 323, line 168 col. B, or equivalent).

- j. Maintenance Expenses related to Electric Distribution Plant.
- k. Maintenance Expenses related to overhead distribution plant (FERC Account 593, or equivalent).
- l. Gross Investment in overhead conductors and devices (FERC Account 365, or equivalent).
- m. Accumulated Depreciation related to services (FERC Account 369, or equivalent).
- n. Accumulated Depreciation Related to poles, towers and fixtures (FERC Account 364, or equivalent).
- o. Accumulated Depreciation related to services (FERC Account 369, or equivalent).
- p. Depreciation Rate for Poles (in FERC Account 364, or equivalent).
- q. Income taxes (FERC Accounts 408.1, 409.1, 410.1, 411.1 and 411.4 or equivalent), if any.
- r. Taxes other than income taxes, if any.
- s. Duke Kentucky's cost of debt, cost of equity, and overall weighted cost of capital.
- t. Any other cost of money claimed by Duke Kentucky.

RESPONSE:

- a. Please see KBCA-DR-01-004 Attachment for total of Distribution Poles in FERC account 364 as of 2020, 2021, and 2022.
- b. None.
- c. Please see KBCA-DR-01-008 Attachment.

d. Objection. This request is unreasonable, overburdensome, and information is publicly available and accessible to KBCA. Without waiving said objection, please see Duke Energy Kentucky's FERC Form 1 for calendar years 2020 and 2021 Page 200, line 13 (column c) for gross investment in electric plant. 2022 data is not yet available.

e. Objection. This request is unreasonable, overburdensome, and information is publicly available and accessible to KBCA. Without waiving said objection, please see Duke Energy Kentucky's FERC Form 1 for calendar years 2020 and 2021 Pages 200, line 14 (column c) for accumulated depreciation of electric plant. 2022 data is not yet available.

f. Objection. This request is unreasonable, overburdensome, and information is publicly available and accessible to KBCA. Without waiving said objection, please see Duke Energy Kentucky's FERC Form 1 for calendar years 2020 and 2021 Pages 204-207, line 75 (column g) for gross investment in electric distribution plant. 2022 data is not yet available.

g. Objection. This request is unreasonable, overburdensome, and information is publicly available and accessible to KBCA. Without waiving said objection, please see Duke Energy Kentucky's FERC Form 1 for calendar years 2020 and 2021 Pages 219, line 26 for accumulated depreciation in electric distribution plant. 2022 data is not yet available.

h. Objection. This request is unreasonable, overburdensome, and information is publicly available and accessible to KBCA. Without waiving said objection, please see Duke Energy Kentucky's FERC Form 1 for calendar years 2020 and 2021 Page 276-277 for accumulated deferred income taxes (ADIT), if any, related to electric plant. The ADIT in account 282 is related to plant. Please see Page 278 for excess deferred income taxes (EDIT) relating to the Tax Cut and Jobs Act of 2017. 2022 data is not yet available.

i. Objection. This request is unreasonable, overburdensome, and information is publicly available and accessible to KBCA. Without waiving said objection, please see Duke Energy Kentucky's FERC Form 1 for calendar years 2020 and 2021 Page 320-323 line 197 for total General and Administrative Expenses related to Electric Operations. 2022 data is not yet available.

j. Objection. This request is unreasonable, overburdensome, and information is publicly available and accessible to KBCA. Without waiving said objection, please see Duke Energy Kentucky's FERC Form 1 for calendar years 2020 and 2021 Page 320-323 line 155 for maintenance expenses related to electric distribution plant. 2022 data is not yet available.

k. Objection. This request is unreasonable, overburdensome, and information is publicly available and accessible to KBCA. Without waiving said objection, please see Duke Energy Kentucky's FERC Form 1 for calendar years 2020 and 2021 Page 320-323 line 149 for maintenance expenses related to overhead distribution plant (FERC Account 593, or equivalent). 2022 data is not yet available.

l. Objection. This request is unreasonable, overburdensome, and information is publicly available and accessible to KBCA. Without waiving said objection, please see Duke Energy Kentucky's FERC Form 1 for calendar years 2020 and 2021 Page 204-207, line 65, column g for gross investment in overhead conductors and devices (FERC Account 365). 2022 data is not yet available.

m. Please see KBCA-DR-01-008 Attachment.

n. Please see KBCA-DR-01-008 Attachment.

o. Same as item (m). Please see KBCA-DR-01-008 Attachment.

p. Please see KBCA-DR-01-008 Attachment.

q. Objection. This request is unreasonable, overburdensome, and information is publicly available and accessible to KBCA. Without waiving said objection, please see Duke Energy Kentucky's FERC Form 1 for calendar years 2020 and 2021 Page 262 and 274-275 income taxes (FERC Accounts 408.1, 409.1, 410.1, 411.1 and 411.4 or equivalent), if any. 2022 data is not yet available.

r. Objection. This request is unreasonable, overburdensome, and information is publicly available and accessible to KBCA. Without waiving said objection, please see Duke Energy Kentucky's FERC Form 1 for calendar years 2020 and 2021 Page 262 Taxes other than income taxes, if any. 2022 data is not yet available.

s. The Company's proposed weight average cost of capital (WACC) is 7.526%. This includes a proposed cost of long-term debt of 4.377%, a proposed short-term cost of debt of 4.739%, and a proposed common equity rate of 10.35%. There are no other components in the Company's proposed WACC.

t. See response to (s) above.

PERSON RESPONSIBLE: Bruce L. Sailors
Huyen C. Dang

**Duke Energy Kentucky
Case No. 2022-00372
KBCA's First Set Data Requests
Date Received: January 11, 2023**

KBCA-DR-01-009

REQUEST:

Provide copies of underlying documentation sufficient to support each of Duke Kentucky's responses to Request No. 8, parts (a)-(t).

RESPONSE:

Please see response to KBCA-DR-01-008 and see KBCA-DR-01-009 Attachment for underlying support for responses to KBCA-DR-01-008(c), (m), (n), (o), and (p). All other responses were supported by FERC Form 1 data or the Company's depreciation rates approved in Case No. 2017-00321 which is publicly available.

PERSON RESPONSIBLE: Bruce L. Sailors
Huyen C. Dang

Duke Energy Kentucky
Case No. 2022-00372
KBCA's First Set Data Requests
Date Received: January 11, 2023

KBCA-DR-01-010

REQUEST:

Identify Duke Kentucky's total revenues and total pole attachment revenues for each year from 2020 to present.

RESPONSE:

Year	Total Electric Operating Revenues per Schedule I-1 of Application	Pole Attachment Revenues
2020	\$346,892,088	\$340,148
2021	\$399,019,808	\$462,589
2022	\$515,342,766	\$534,160

*Note 2020 and 2021 data is per Schedule I-1 of the Application.

PERSON RESPONSIBLE: Danielle L. Weatherston

**Duke Energy Kentucky
Case No. 2022-00372
KBCA's First Set Data Requests
Date Received: January 11, 2023**

KBCA-DR-01-011

REQUEST:

Identify all of Duke Kentucky's total investments in, and breakdown of, appurtenances (non-pole investment) for each year from 2020 to present, booked to Account 364. These include amounts defined as Items #1-11, 13-19, per 18 CFR Ch 1, Pt. 101.

RESPONSE:

Please see KBCA-DR-01-011 Attachment.

PERSON RESPONSIBLE: Huyen C. Dang

**Duke Energy Kentucky
Case No. 2022-00372
KBCA's First Set Data Requests
Date Received: January 11, 2023**

KBCA-DR-01-012

REQUEST:

Provide copies of underlying documentation sufficient to support Duke Kentucky's response to Request No. 11.

RESPONSE:

Please see KBCA-DR-01-012 Attachment.

PERSON RESPONSIBLE: Huyen C. Dang

**Duke Energy Kentucky
Case No. 2022-00372
KBCA's First Set Data Requests
Date Received: January 11, 2023**

KBCA-DR-01-013

REQUEST:

Identify all of Duke Kentucky's make ready reimbursements for each year from 2020 to present.

RESPONSE:

See Response to KBCA-DR-01-015.

PERSON RESPONSIBLE: Jeremy B. Gibson

**Duke Energy Kentucky
Case No. 2022-00372
KBCA's First Set Data Requests
Date Received: January 11, 2023**

KBCA-DR-01-014

REQUEST:

Provide copies of underlying documentation sufficient to support Duke Kentucky's response to Request No. 13.

RESPONSE:

Please see KBCA-DR-01-015.

PERSON RESPONSIBLE: Jeremy B. Gibson

Duke Energy Kentucky
Case No. 2022-00372
KBCA's First Set Data Requests
Date Received: January 11, 2023

KBCA-DR-01-015

REQUEST:

For the make ready reimbursements identified in response to Request No. 13, identify the specific FERC accounts to which those reimbursements were booked, and the year they were booked.

RESPONSE:

	2020	2021	2020	Total
36400 - Poles, Towers & Fixtures	\$92,159	\$411,138	\$99,751	\$603,049
36500 - Overhead Conductors & Devic	51,084	197,876	50,274	299,235
36700 - Underground Conductors & De	36	696	6,653	7,385
36800 - Line Transformers	22,890	139,782	30,001	192,672
Total Capital	166,169	749,492	186,679	1,102,341
593000 - Maintenance Overhead Lines	21,649	144,843	31,703	198,196
Total	\$187,818	\$894,336	\$218,383	\$1,300,536

PERSON RESPONSIBLE: Jeremy B. Gibson

Duke Energy Kentucky
Case No. 2022-00372
KBCA's First Set Data Requests
Date Received: January 11, 2023

PUBLIC KBCA-DR-01-016

REQUEST:

If any entity that is attached to Your poles will be subject to different Pole Attachment Charges than those identified in Your Fourth Revised Sheet No. 92, state the charges those entities will incur and the basis of, including any calculations related to, the charges.

RESPONSE:

CONFIDENTIAL PROPRIETARY TRADE SECRET

Objection. This request is overly broad and unduly burdensome insofar as the request includes undefined terms of “any entity” and “charges”. This request is further objectionable insofar as it seeks information that is irrelevant and beyond the scope of this proceeding which is to establish Duke Energy Kentucky’s distribution rates. Finally, this request is not likely to lead to the discovery of any relevant or admissible evidence. Without waiving said objection and to the extent discoverable, Duke Energy Kentucky maintains confidential and competitively sensitive negotiated agreements, including joint use agreements, with other telecommunication companies registered as utilities within its service territory. The negotiated charges under those agreements are between [REDACTED] [REDACTED]. The Joint Use agreement includes negotiated charges based upon parity of ownership.

PERSON RESPONSIBLE:

As to objections, Legal
As to response, Jeremy B. Gibson

**Duke Energy Kentucky
Case No. 2022-00372
KBCA's First Set Data Requests
Date Received: January 11, 2023**

KBCA-DR-01-017

REQUEST:

Admit that, with respect to pole attachments, in this proceeding You are only seeking to change your Attachment Charges noted in Your Fourth Revised Sheet No. 92, and not any other terms or conditions of pole attachments.

RESPONSE:

Confirmed. Filing of this case overlapped with a pending case involving pole attachments. The Company determined that for filing in this case, the current effective pole attachment tariff should be used. Witness Sailors notes in testimony that Case No. 2022-00105 was pending that may change aspects of the tariff sheet. Now that it is determined that the tariff sheet in Case No. 2022-00105 has been approved, the Company provides KBCA-DR-01-017 Attachment to reflect the recently approved tariff sheet revised only for the proposed pole attachment charge. This change in tariff sheet does not result in any changes to revenue calculations proposed in this case. Although there is a new conduit fee in the Case No. 2022-00105 approved tariff sheet, there are no customers currently occupying the Company's conduit resulting in no revenue impact. It is the Company's intention, upon Commission order approving a revised pole attachment rate in this case, to submit the Case No. 2022-00105 approved tariff sheet with the Commission's approved pole attachment charge.

PERSON RESPONSIBLE: Bruce L. Sailors

Duke Energy Kentucky, Inc.
1262 Cox Road
Erlanger, Kentucky 41018

KY.P.S.C. Electric No. 2
~~Sixth~~~~Fifth~~ Revised Sheet No. 92
Cancels and Supersedes
~~Fifth~~~~ourth~~ Revised Sheet No. 92
Page 1 of 10

RATE DPA

DISTRIBUTION POLE ATTACHMENTS

APPLICABILITY

Applicable to the attachment of cable television system operators, telecommunications carrier, broadband internet provider, governmental units and other qualifying attachments to any distribution pole, or occupancy of any conduit of the Company by a person (attachee) who makes application on an appropriate Company form with submission of information and documents specified herein and in the application. Attachee must contract with Company in writing prior to attaching any facilities or occupying any conduit. Attachees with active joint use agreements are excluded from this rate. This rate does not expand the rights to attach to the Company's structures beyond rights established by law. Attachee shall refer to both attachments to distribution poles and occupancy of conduit.

(+)
(+)
(+)
(+)
(+)
(+)

ATTACHMENT CHARGES

The following annual rental rate per foot of pole shall be charged for the use of each of the Company's poles:

~~\$9,998.59~~ per foot for a two-user pole.

(U)

~~\$8,617.26~~ per foot for a three-user pole.

(U)

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

For conduit occupancy, the occupancy fee shall be \$0.27 per linear foot.

(N)

PAYMENT

Attachee shall pay to the Company for all authorized attachments an annual rental, as set forth above, for the use of each of the Company's pole or conduit, any portion of which is occupied by, or reserved at attachee's request for the attachments of attachee, at any time during the initial rental year. The first annual payment of rental for the previous rental year shall be due and payable on the first anniversary date of attachee's application. Subsequent payments of annual rental shall be due and payable on each succeeding anniversary date thereof.

(+)

As newly authorized attachments are made after the initial rental year, rentals for such attachments shall be paid for the entire year if made within the six month period after any anniversary date, and for on-half year if made during the following six month period. For any attachments removed by attachee and for which the Company shall have received written notice from attachee, the yearly rental shall be

Issued by authority of an Order of the Kentucky Public Service
Commission dated ~~December 28, 2022~~ in Case No. 2022-
00372+05.

Issued: ~~December 1, 2022~~ January 4, 2023

Effective: January 31, 2023

Issued by Amy B. Spiller, President /s/ Amy B. Spiller

KY.P.S.C. Electric No. 2
~~SixthFifth~~ Revised Sheet No. 92
Cancels and Supersedes
~~Fifthourth~~ Revised Sheet No. 92
Page 2 of 10

Duke Energy Kentucky, Inc.
1262 Cox Road
Erlanger, Kentucky 41018

prorated to the date of removal.

All fees, charges and rentals provided for herein not paid when due and payable shall bear interest at the maximum rate permitted by law from the date when due, until paid.

TERMS AND CONDITIONS

1. Attachee must apply, in writing, for authorization to access the Company's poles or conduits, using the Company's standard application. Prior to the Company's signing of the application, attachee shall send the Company all manufacturers' technical manuals and information, and construction standards and manuals regarding the equipment attachee proposes to use pursuant to the provisions contained herein and such other information as requested by the Company. As soon as reasonably practicable, but no less than sixty (60) days before the new attacher expects to submit an application in which the number of requests exceed zero and five-tenths (0.5) percent of the Company's poles in Kentucky, the new attacher shall provide written notice to the Company that the new attacher expects to submit a high volume request.
2. Before any attachment is made by attachee, it shall submit the application to the Company including a written request for permission to install attachments on any pole or conduit of the Company, specifying the location of each pole or conduit in question, the character of its proposed attachments, the amount and location of space desired, and whether overlashing will be required. The application shall be considered complete if it provides the Company with the information necessary to make an informed decision on the application. The Company will notify the attachee within ten (10) business days if the application is incomplete and will specify all reasons for finding it incomplete. If the Company does not respond within ten (10) business days after receipt of the application, or if the Company fails to state any reasons for finding the application incomplete, then the application shall be deemed complete. Within forty-five (45) days after receipt of such application, or after sixty (60) days for orders over five-tenths (0.5) percent of the Company's poles in Kentucky, or after ninety (90) days for orders over 1.5 percent of the Company's poles in Kentucky, the Company shall notify attachee in writing whether or not it is willing to permit the attachments and, if so, under what conditions. The Company will treat multiple requests from a single new attacher as one request if the requests are submitted within thirty (30) days of one another. If such permission is granted, attachee shall have the right to occupy the space allotted by the Company under the conditions specified in such permit and in accordance with the terms contained herein but Company shall not be required to set a pole for the sole use by attachee. The Company reserves the right to deny access to any pole, duct, conduit or right of way where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes. The Company has no obligation to permit attachment to any pole primarily used to support outdoor lighting or used for transmission service. Company will not deny attachee the right to attach to a pole or occupy conduit, if space is or can be made available. If the

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Issued by authority of an Order of the Kentucky Public Service Commission dated December 28, 2022 in Case No. 2022-00372+05.
Issued: ~~December 1, 2022~~ January 4, 2023
Effective: January 34, 2023
Issued by Amy B. Spiller, President /s/ Amy B. Spiller

Duke Energy Kentucky, Inc.
1262 Cox Road
Erlanger, Kentucky 41018

KY.P.S.C. Electric No. 2
~~Sixth~~^{Fifth} Revised Sheet No. 92
Cancels and Supersedes
~~Fifth~~^{Fourth} Revised Sheet No. 92
Page 3 of 10

TERMS AND CONDITIONS (Cond.)

Company does deny attachee the right to attach to a pole or occupy conduit, the notification shall include all relevant evidence and information supporting the denial, and shall explain how the evidence and information relate to a denial of access for reasons of lack of capacity, safety, reliability, or engineering standards.

- 3. The attachee and any existing attacher on the affected poles may be present for any field inspection conducted as part of the Company's survey to determine if the attachment will be permitted. The affected attachers will be notified not less than five (5) business days of any field inspections. Such notice shall provide the date, time, and location of the inspection, and the name of the contractor, if any, performing the inspection. If attachee has conducted and provided a survey, the Company may notify affected attachers of the intent to use the survey conducted by attachee and provide a copy of the survey to the affected attachers within the time period established in the preseding paragraph. If the Company determines, at its sole discretion, that a survey must occur, attachee shall be responsible for any and all actual costs of such survey, even if attachee decides not to go forward with said attachments.
- 4. All attachments are to be placed on poles or in conduit of the Company in a manner satisfactory to the Company and so as not to interfere with the present or any future use which the Company may desire to make of such poles, wires, conduits or other facilities. All attachments shall be installed and maintained by attachee 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 federal, state, local or other governmental authority having jurisdiction. Attachee shall take any 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 attachee's attachments on the Company's poles or in the Company's conduits. The Company shall be the sole judge as to the requirements for the present or future use of its poles, conduits and equipment and of any interference therewith.
- 5. In any case where it is necessary for the Company to replace a pole because of the necessity of providing adequate space or strength to accommodate the attachments of attachee thereon, either at the request of attachee or to comply with the above codes and regulations, the attachee shall pay the Company the total cost of this replacement. Such cost shall be the total estimated cost of the new pole including material, labor, and applicable overheads, plus the cost of transferring existing electric facilities to the new pole, plus the cost of removal of the existing pole and any other incremental cost required to provide for the attachments of the attachee, including any applicable taxes the Company may be required to pay because of this change in plant, minus salvage value of any poles removed. Attachee shall also pay to the Company and other owners thereof the cost of removing all existing attachments from the existing pole and re-establishing the same or like attachments on the newly installed pole. The new pole shall be the property of

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~~Sixth~~^{Fifth} Revised Sheet No. 92
Cancels and Supersedes
~~Fifth~~^{Fourth} Revised Sheet No. 92
Page 4 of 10

TERMS AND CONDITIONS (Cond.)

- the Company regardless of any payments by attachee towards its cost and attachee shall acquire no right, title or interest in such pole.
6. If attachee's proposed attachments can be accommodated on existing poles of the Company by rearranging facilities of the Company and of other attachees or permittees thereon, such rearrangement shall be made by the Company and such other attachees or permittees, and attachee shall on demand reimburse the Company and such other attachees or permittees for any expense incurred by them in transferring or rearranging such facilities. Any additional guying required by reason of the attachments of attachee shall be made by attachee at its expense, and to the satisfaction of the Company.
 7. A written itemized estimate of the make-ready charges pursuant to paragraphs 5 and 6 above, on a pole-by-pole basis if requested and reasonably calculable, will be provided to attachee within fourteen (14) days of the notification that the attachment will be permitted. The estimate shall include documentation that is sufficient to determine the basis of all estimated charges, including any projected material, labor, and other related costs that form the basis of the estimate. The Company may withdraw an outstanding estimate of charges beginning fourteen (14) days after the estimate is presented.
 8. The Company shall, as soon as practical but not more than seven (7) days after receipt of payment for any make-ready work, notify all known entities with existing attachments in writing that could be affected by the make-ready work. Such notification shall (1) state where and what make-ready will be performed; (2) state a date for completion of make-ready that is no later than thirty (30) days after notification is sent for communication space and no later than ninety (90) days after notification for above the communication space; (3) state that any entity with an existing attachment may modify the attachment consistent with the specified make-ready before the date established for completion; (4) state that, if make-ready is not completed by the completion date established above, the new attacher may complete the make-ready specified; (5) state the name, telephone number, and email address of a person to contact for more information about the make-ready procedure; (6) state that the Company may assert its right to fifteen (15) additional days to complete make-ready for space above communication space. Once the Company provides this notification, the new attacher will be provided with a copy of the notices and the existing attachers' contact information and address where the Company sent the notices. The new attacher shall be responsible for coordinating with existing attachers. The Company shall complete the make-ready by the dates established earlier in this paragraph.
 9. Within a reasonable period, not to exceed ninety (90) days after completion of the make-ready, the Company will provide the new attacher a detailed, itemized final invoice of the actual survey charges incurred and a detailed, itemized final invoice, on a pole-by-pole basis if requested and reasonably calculable, of the actual make ready costs.

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Cancels and Supersedes
~~Fifth~~~~fourth~~ Revised Sheet No. 92
Page 6 of 10

Duke Energy Kentucky, Inc.
1262 Cox Road
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TERMS AND CONDITIONS (Cond.)

- attacher shall notify the Company or existing attacher immediately if make-ready damages the Company's or exiting attacher's equipment, or causes an outage that is reasonable likely to interrupt the service of the Company or existing attacher. The new attacher shall notify the Company and existing attachers within fifteen (15) days after completion of the make-ready.
14. If a new attacher elects this process for simple make-ready, the new attacher shall notify the Company in writing in its attachment application and shall identify the simple make-ready that it will perform. It is the responsibility of the new attacher to ensure that its contractor determines if the make-ready requested in an attachment application is simple. Within fifteen (15) days (or within thirty (30) days in the case of larger orders), the Company or existing attacher may object to the designation by the new attacher's contractor that certain make-ready is simple. The objection shall be specific and in writing, including all relevant evidence and information supporting the objection, be made in good faith, and explain how the evidence and information relate to a determination that the make-ready is not simple. In which case, the make-ready shall be deemed complex.
15. The Company shall make available and keep up-to-date a reasonably sufficient list of contractors the utility authorizes to perform surveys and make ready work. The new attacher must use a contractor from this list. New and existing attachers may request the addition to the list of any contractor that meets the following criteria:
- a. The contractor has agreed to follow National Electric Safety Code (NESC) guidelines.
 - b. The contractor has acknowledged that the contractor knows how to read and follow licensed-engineered pole designs for make-ready.
 - c. The contractor has agreed to follow all local, state, and federal laws and regulations including the rules regarding Qualified and Competent Persons under the requirements of the Occupational and Safety Health Administration (OSHA) rules.
 - d. The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by the utility.
 - e. The contractor shall be adequately insured or shall establish an adequate performance bond for the make-ready the contractor will perform, including work the contractor will perform on facilities owned by existing attachers.
16. Whenever the Company discovers any unauthorized attachments of attachee, attachee shall pay to the Company an amount equal to twice the rental that would have been due had the installation been in place for the past five (5) years. The payment of these charges shall not relieve attachee of any responsibility, obligation imposed by law or assumed herein.
17. Whenever the Company notifies attachee in writing that the attachments of attachee interfere with the operation of facilities of the Company or other attachees or permittees, or constitute a hazard to the service rendered by the Company or other attachees or permittees, or fail to comply with

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Cancels and Supersedes
~~Fifth~~^{Fourth} Revised Sheet No. 92
Page 7 of 10

TERMS AND CONDITIONS (Cond.)

- codes or regulations above-mentioned, or are substandard in any way, attachee shall within sixty (60) days after the date of such notice, remove, rearrange, or change its attachments as directed by the Company. In case of emergency, the Company reserves the right to remove or relocate the attachments of attachee at attachee's expense and without notice.
18. Attachee may request a stay of the action contained in a notice pursuant to paragraph 17 above within fifteen (15) days of receipt of the notice. The motion shall be served on the Company and will not be considered unless it includes the relief sought, the reasons for such relief, including a showing of irreparable harm and likely cessation of cable television system operator or telecommunication service, a copy of the notice, and a certification that service was provided. The Company may file a response within ten (10) days of the date that the motion was filed.
19. Attachee agrees to indemnify and save harmless Company from and against any and all liability, loss, damage, costs, attorney fees, or expense, of whatsoever nature or character, arising out of or occasioned by any claims or any suit for damages, injunction or other relief, on account of injury to or death of any person, or damage to any property including the loss of use thereof, or on account of interruption of attachee's service to its subscribers or others, or for public charges and penalties for failure to comply with federal, state or local laws or regulations, growing out of or in connection with any actual or alleged negligent act or omission, whether said negligence is sole, joint or concurrent, of attachee or its servants, agents or subcontractors, whether or not due in part to any act, omission or negligence of Company or any of its representatives or employees. Company may require attachee to defend any suits concerning the foregoing, whether such suits are justified or not.
20. Attachee agrees to obtain and maintain at all times during the period attachee has attachments on Company's poles, policies of insurance or bonds in lieu thereof providing an equivalent protection as follows:
- (a) Public liability and automobile liability insurance for itself in an amount not less than \$500,000.00 for bodily injury to or death of any one person, and, subject to the same limit for any one person, in an aggregate amount not less than \$1,000,000.00 for any one occurrence.
 - (b) Property damage liability insurance for itself in an amount not less than \$500,000.00 for any one occurrence.
 - (c) Contractual liability insurance in the amounts set forth in (a) and (b) above, to cover the liability assumed by the attachee under the agreements of indemnity set forth herein.
21. Prior to making attachments to the Company's poles, attachee shall furnish to the Company two copies of a certificate or bond, from an insurance carrier or bond company acceptable to the

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Cancels and Supersedes
~~Fifth~~^{Fourth} Revised Sheet No. 92
Page 8 of 10

TERMS AND CONDITIONS (Cond.)

Company, stating the policies of insurance or bond have been issued by it to attachee providing for the insurance or indemnity listed above and that such policies or bonds are in force. Such certificate shall state that the insurance carrier or bond company will give the Company 30 days prior written notice of any cancellation of or material change in such policies or bonds. The certificate or bond shall also quote in full the agreements of indemnity set forth herein as evidence of the type of contractual liability coverage furnished. If such certificate or bond recites that it is subject to any exceptions or exclusions, such exceptions or exclusions shall be stated in full in such certificate or bond, and the Company may, at its discretion, require attachee, before starting work, to obtain policies of insurance or bonds which are not subject to any exceptions or exclusions which the Company finds objectionable.

- 22. The Company reserves the right, without liability to attachee or its subscribers, to discontinue the use of, remove, replace or change the location of any or all of the Company's poles, conduits, attachments or facilities regardless of any occupancy of the Company's poles or conduits by attachee, and attachee shall at its sole cost after written notice by the Company, make such changes in, including removal or transfer of, its attachments as shall be required by such action of the Company. Attachee shall make such changes within sixty (60) days after written notice or, for good and sufficient cause that renders it infeasible to complete the transfer within sixty (60) days, notify the Company in writing and identify the affected poles or conduit and include a detailed explanation of the reason for the deviation and the date by which the attachee shall complete the transfer. If attachee fails to make such changes within the required time period after written notice by the Company and has not notified the Company of good and sufficient cause for extending the time limit, or in case of an emergency, the Company reserves the right to make such changes to the attachments of attachee at attachee's expense and without notice, and no liability therefor shall be incurred by the Company, unless Company is solely negligent, because of such action for any consequential damages, including but not limited to loss of service to customers of attachee. Company may not require that attachee remove attachments for the sole reason to make room for Company on an existing pole.
- 23. Attachee may at any time abandon the use of a jointly used pole or conduit hereunder by removing therefrom all of its attachments and by giving written notice thereof to the Company.
- 24. Attachee 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 attachee, at its expense. The Company does not guarantee any easements, rights-of-way or franchises for the construction and maintenance of such attachments. Attachee hereby agrees to indemnify and save harmless the Company from any and all claims, including the expenses incurred by the Company to defend itself against such claims, resulting from or arising out of the failure of attachee to secure such right, license, permit or easement for the construction or maintenance of such attachments on the Company's poles or conduits.

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Cancels and Supersedes
~~Fifth~~^{Fourth} Revised Sheet No. 92
Page 9 of 10

TERMS AND CONDITIONS (Cond.)

- 25. Electric service for power supplies and other attachments of attachee shall be supplied from the lines of the Company in the manner specified by the Company. (⊕)
- 26. The Company shall have the right, from time to time while any poles or conduits are being used by attachee, to grant, by contract or otherwise, to others, rights or privileges to use any poles or conduit being used by attachee, and the Company shall have the right to continue and extend any such rights or privileges heretofore granted. The attachment privileges granted hereunder to an attachee shall at all times be subject to all previously granted rights pursuant to agreements between Company and others covering poles and conduit in joint use but shall not be subject to subsequently granted rights. (⊕)
- 27. Attachee shall furnish bond, as specified by the Company, to guarantee the performance of the obligations assumed by attachee under the terms herein contained not otherwise covered by the insurance required by paragraph 20. Such bond shall be submitted to the Company prior to attachee's making attachments to the Company's poles. The amount of the bond may be reduced after the construction phase has been completed, and after attachee has proven to be a reliable utility customer. Allowance of such reduction shall not be unreasonably denied. (⊕)
- 28. In case one party is obligated to perform certain work at its own expense and the parties mutually agree in writing that it is desirable for the other party to do such work, then such other party shall promptly do the work at the sole expense of the party originally obligated to perform the same. Bills for expense so incurred shall be due and payable within 30 days after presentation. (⊕)
- 29. If attachee fails to comply with any of the provisions herein contained or defaults in the performance of any of its obligations herein contained and fails within 60 days after written notice from the Company to correct such default or non-compliance, the Company may, at its option, forthwith terminate the specific permit or permits covering the poles and attachee's attachments to which such default or non-compliance is applicable and any or all other permits of attachee, and remove attachments of attachee at attachee's expense, and no liability therefor shall be incurred by the Company because of such action except damages to facilities caused by the sole negligence of Company. (⊕)
- 30. The area covered by the application will be set forth on a map, attached to, and made a part of the application. Such area may be extended or otherwise modified by a supplemental agreement mutually agreed upon and signed by the attachee and the Company with a new map attached thereto showing the changed area to be thereafter covered by the application. Such supplement shall be effective as of the date of final execution thereof and shall be attached to all executed copies of the application. (⊕)

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Page 10 of 10

TERMS AND CONDITIONS (Cond.)

- 31. If attachee does not exercise the rights granted herein within six months from the date of the application, the application shall be void.
- 32. The provisions herein shall be binding upon and inure to the benefit of the parties thereto, their respective successors and/or assigns, but attachee shall not assign, transfer or sublet any of the rights hereby granted or obligations hereby assumed without the prior written consent of the Company.

SERVICE REGULATIONS

The supplying and billing for service, and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission, and to Company's Service Regulations currently in effect, as filed with the Kentucky Public Service Commission.

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**Duke Energy Kentucky
Case No. 2022-00372
KBCA's First Set Data Requests
Date Received: January 11, 2023**

KBCA-DR-01-018

REQUEST:

Admit that You filed a new tariff, attached as Exhibit A, to address pole attachment terms and conditions in connection with the Commission's order in *In the Matter of Electronic Investigation Of The Proposed Attachment Tariffs Of Investor Owned Electric Utilities*, Case No. 2022-00105, Order (Dec. 28, 2022), available at https://psc.ky.gov/pscscf/2022%20Cases/2022-00105/20221228_PSC_ORDER.pdf.

RESPONSE:

Objection. Harassing. This information is publicly available and accessible to KCBA. The Company's filings speak for themselves. Without waiving said objection, Admitted. See response to KBCA-DR-01-017.

PERSON RESPONSIBLE: As to objection, Legal
As to response, Bruce L. Sailors