



Mailing Address:
139 East Fourth Street
1303-Main
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Minna.Sunderman@duke-energy.com
Minna Sunderman
Senior Paralegal

VIA ELECTRONIC FILING

February 28, 2022

Ms. Linda Bridwell
Executive Director
Kentucky Public Service Commission
211 Sower Blvd
Frankfort, KY 40601

Re: Rate DPA Tariff
Distribution Pole Attachments

Dear Ms. Bridwell:

Enclosed for filing in compliance with 807 KAR 5:015, are a red-lined copy and a clean copy of Sheet No. 92 to Duke Energy Kentucky, Inc.'s tariff, "Ky.P.S.C. Electric No. 2." The updates to the tariff conform with the new requirements of this administration regulation. In accordance with 807 KAR 5:001, I certify that the electronically filed documents are true and accurate copies of the original documents.

Please stamp "FILED" on a copy of these documents and return for our file. Thank you.

Very Truly Yours,

A handwritten signature in blue ink that reads "Minna Sunderman".

Minna Sunderman

Enclosures: As stated

Hinton, Daniel E (PSC)

From: Sunderman, Minna [REDACTED]
Sent: Wednesday, March 2, 2022 10:27 AM
To: Hinton, Daniel E (PSC)
Cc: D'Ascenzo, Rocco
Subject: RE: [EXTERNAL] Duke Pole Attachment Tariff Filing
Attachments: Ltr to Customer re. Pole Attachment Tariff.docx

Daniel,

Thank you for inquiring and bringing this to our attention. It was unclear to us that additional notice needed to be provided as the new regulation was a result of a public process ordered by the Commission and utilities were directed to file compliance tariffs under the regulation. In light of your query, we are sending the attached letter to all existing attachers affected by the new tariff immediately.

Should you have any further questions or concerns, please do not hesitate to contact Rocco or myself.

Thank you,
Minna

From: Hinton, Daniel E (PSC) <dehinton@ky.gov>
Sent: Tuesday, March 1, 2022 10:40 AM
To: Sunderman, Minna [REDACTED]
Subject: [EXTERNAL] Duke Pole Attachment Tariff Filing

***** CAUTION! EXTERNAL SENDER *** STOP. ASSESS. VERIFY!!** Were you expecting this email? Are grammar and spelling correct? Does the content make sense? Can you verify the sender? If suspicious report it, then do not click links, open attachments or enter your ID or password.

Ms. Sunderman,

For the Duke pole attachment tariff filing that was submitted yesterday, was notice sent out to the entities that would be affected by the changes?

If you have any questions, please let me know.

Thanks.

Daniel



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o: 513-287-4320
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Rocco.D'Ascenzo@duke-energy.com
Rocco O. D'Ascenzo
Deputy General Counsel

March 2, 2022

Customer
Address
City, ST Zip

Re: TFS No. 2022-00114
Rate DPA Tariff, Distribution Pole Attachments

To Whom it May Concern:

In accordance with the Commission's newly enacted regulation, 807 KAR 5:015 regarding Pole Attachments, Duke Energy Kentucky, Inc. (Duke Energy Kentucky) filed its compliance tariff on February 28, 2022. A copy of the proposed tariff is included. The proposed effective date of this tariff is March 31, 2022. There is no proposed change to the rate that Duke Energy Kentucky charges for pole attachments; however, the Company is proposing a charge of \$0.27 per linear foot for occupation of conduit.

This tariff filing may be examined at the offices of Duke Energy Kentucky, Inc at 1262 Cox Road, Erlanger, Kentucky 41018. This tariff may also be examined at the commission's offices located at 211 Sower Boulevard, Frankfort, Kentucky, Monday through Friday, 8:00 a.m. to 4:30 p.m., or through the commission's Web site at <http://psc.ky.gov>. Comments regarding this tariff filing may be submitted to the Public Service Commission through its website or by mail to Public Service Commission, Post Office Box 615, Frankfort, Kentucky 40602. The information contained in this notice are proposed by Duke Energy Kentucky and the Public Service Commission may order rates to be charged that differ from the proposed rates contained in this notice. Interested parties may submit a timely written request for intervention to the Public Service Commission, Post Office Box 615, Frankfort, Kentucky 40602, establishing the grounds for the request including the status and interest of the party. If the commission does not receive a written request for intervention within thirty (30) days of the initial publication or mailing of the notice, the commission may take final action on the tariff filing.

Very Truly Yours,

/s/Rocco D'Ascenzo

Rocco D'Ascenzo

Enclosure: As Stated

RATE DPA

DISTRIBUTION POLE ATTACHMENTS

APPLICABILITY

Applicable to the attachment of cable television systems, 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:

\$8.59 per foot for a two-user pole.

\$7.26 per foot for a three-user pole.

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.

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

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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.~~ (T)
2. ~~After the Company has received a signed application from attachee and before any attachment is made by attachee, it shall submit the application to the Company including make~~ 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, ~~and~~ 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 ~~30~~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 (T)

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Commission dated ~~October 16, 2020~~ February 28, 2022 in Case No. ~~2019-00271~~ 2022-00271.

Issued: ~~October 29, 2020~~February 28, 2022

Effective: ~~October 29, 2020~~March 31, 2022

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Duke Energy Kentucky, Inc.
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the right to attach to a pole or occupy conduit, if space is or can be made available. If the

TERMS AND CONDITIONS (Contd.)

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.

34. 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.

45. 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.

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____ 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

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.

~~56.~~ 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,

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reasonable efforts to provide the Company and existing attachers with advance notice of not less than seven (7) days of the impending make-ready. The notice shall include the date and time of the make-ready, a description of the work involved, and the name of the contractor. The new

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.

6~~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 ~~made the day after the Company's last inspection~~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.

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~~7~~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

(T)

TERMS AND CONDITIONS (Contd.)

(T)

~~40~~^{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.

(T)

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.

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~~8~~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.

(T)

TERMS AND CONDITIONS (Contd.)

(T)

~~9~~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:

(T)

- (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.

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- (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.

~~2140.~~ 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 (T)

TERMS AND CONDITIONS (Contd.) (T)

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.

~~4422.~~ 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 ~~40~~^{sixty (60)} days after written notice when such movement is to the same or another pole of Company and within 30 days when Company plans to abandon a pole and no other pole is available or planned to be installed by Company 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 (T)

TERMS AND CONDITIONS (Contd.) (T)

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

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make room for Company on an existing pole.

~~423~~. 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. (T)

~~4324~~. 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. (T)

TERMS AND CONDITIONS (Cond.) (T)

~~4425~~. Electric service for ~~cable television~~ power supplies and other attachments of attachee shall be supplied from the lines of the Company in the manner specified by the Company. (T)

~~4526~~. 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. (T)

~~4627~~. 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 920. 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. (T)

~~4728~~. 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. (T)

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TERMS AND CONDITIONS (Contd.)

~~18~~¹⁹29. If addressee 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 addressee's attachments to which such default or non-compliance is applicable and any or all other permits of addressee, and remove attachments of addressee at addressee'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.

~~19~~²⁰30. 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 addressee 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.

TERMS AND CONDITIONS (Cond.)

20~~31~~³². If addressee does not exercise the rights granted herein within six months from the date of the application, the application shall be void.

~~24~~²⁵32. The provisions herein shall be binding upon and inure to the benefit of the parties thereto, their respective successors and/or assigns, but addressee 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.

Issued by authority of an Order of the Kentucky Public Service Commission dated ~~October 16, 2020~~ in Case No. ~~2019-00271~~.

Issued: ~~October 29, 2020~~ February 28, 2022

Effective: ~~October 29, 2020~~ March 31, 2022

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

(T)
(T)

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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. (T)
(T)
(T)
(T)
(T)
(T)

ATTACHMENT CHARGES

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

\$8.59 per foot for a two-user pole.

\$7.26 per foot for a three-user pole.

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. (T)

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

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. (T)

- 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 over flashing 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 (T)

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. (T)
(T)
(T)
(T)
(T)
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. (N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
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. (T)
(T)
(T)
(T)
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 (T)

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. (T)
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. (T)
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. (N)
(N)
(N)
(N)
(N)
(N)
(N)
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. (N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
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. (N)
(N)
(N)
(N)

TERMS AND CONDITIONS (Cond.)

10. The Company may deviate from the time limits specified above if the new attacher failed to satisfy a condition in this tariff or in a special contract between the Company and new attacher. The Company may also deviate from the time limits specified above during performance of make-ready for good and sufficient cause that renders it infeasible for the Company to complete make-ready within the time limits. The new attacher and affected existing attachers shall be notified in writing of any deviation from the time limits, including the identity of affected poles and a detailed explanation of the reason for the deviation and a new completion date. The Company shall not deviate from the time limits established in this section for a period for longer than necessary to complete make-ready on the affected poles and shall resume make-ready without discrimination once the Company returns to routine operations. (N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
11. An existing attacher may deviate from the time limits established in this section during performance of complex make-ready for reasons of safety or service interruption that renders it infeasible for the existing attacher to complete complex make-ready within the time limits established in this section. An existing attacher that so deviates shall immediately notify, in writing, the new attacher and other affected existing attachers and shall identify the affected poles and include a detailed explanation of the basis for the deviation and a new completion date, which shall not extend beyond sixty (60) days from the completion date provided in the notice described above (or up to 105 days in the case of larger orders). The existing attacher shall not deviate from the time limits established in this section for a period for longer than necessary to complete make-ready on the affected poles. (N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
12. If the Company fails to complete a survey as established above, then a new attacher may conduct the survey by hiring a contractor approved by the Company to complete the survey. The new attacher shall allow the Company and any existing attachers to be present for any field inspection conducted as part of the survey and shall use commercially reasonable efforts to provide the Company and existing attachers with advance notice of not less than five (5) business days of the field inspection. The notice shall include the date and time of the survey, a description of the work involved, and the name of the contractor conducting the survey. (N)
(N)
(N)
(N)
(N)
(N)
(N)
13. If make-ready is not complete by the applicable date established above or if the make-ready is simple, which means that it involves attachments in the communications space of a pole that could be rearranged without any reasonable expectation of a service outage or facility damage and does not require splicing of any existing communication attachment or relocation of an existing wireless attachment, then a new attacher may conduct the make-ready by hiring a contractor if the make-ready does not involve pole replacement. The new attacher shall allow the Company and any existing attachers to be present for any make-ready and shall use commercially reasonable efforts to provide the Company and existing attachers with advance notice of not less than seven (7) days of the impending make-ready. The notice shall include the date and time of the make-ready, a description of the work involved, and the name of the contractor. The new (N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)

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. (N)
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. (N)
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: (N)
- a. The contractor has agreed to follow National Electric Safety Code (NESC) guidelines. (N)
 - b. The contractor has acknowledged that the contractor knows how to read and follow licensed-engineered pole designs for make-ready. (N)
 - 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. (N)
 - d. The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by the utility. (N)
 - 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. (N)
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. (T)
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 (T)

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. (T)
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. (N)
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. (T)
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: (T)
- (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 (T)

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. (T)
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 attacher 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. (T)
(T)
(T)
(T)
(T)
(T)
(T)
(T)
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. (T)
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. (T)
(T)

TERMS AND CONDITIONS (Cond.)

- (T)
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. (T)
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. (T)
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. (T)
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. (T)
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. (T)
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. (T)

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

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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. (T)

- 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. (T)

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.

Issued by authority of an Order of the Kentucky Public Service
Commission dated ___ in Case No. ____.

Issued: February 28, 2022

Effective: March 31, 2022

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