

421 West Main Street
P.O. Box 634
Frankfort, KY 40602-0634
(502) 223-3477
(502) 779-8349 FAX

February 28, 2022

Katie M. Glass
(502) 209-1212
kglass@stites.com

FILED VIA ELECTRONIC TARIFF FILING SYSTEM

Linda C. Bridwell
Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602-0615

RE: **P.S.C. KY. No. 12 1st Revised Sheet Nos. 16-1 through 16-5, and Original Sheet Nos. 16-6 through 16-12.**

Dear Ms. Bridwell:

Kentucky Power Company files herewith clean and relined versions of its 1st Revised Sheet Nos. 16-1 through 16-5, and Original Sheet Nos. 16-6 through 16-12. Revised Sheet Nos. 16-1 through 16-5, and Original Sheet Nos. 16-6 through 16-12 reflect the most recent amendments to 807 KAR 5:015, effective February 1, 2022, regarding pole attachments. These revised tariff sheets are effective for service rendered on or after March 31, 2022.

Pursuant to 807 KAR 5:011, Section 8, the Company provided notice of these proposed revisions to each of its current pole attachment customers to be affected by the tariff revisions, by mailing a notice in the form of **Exhibit 1** attached hereto on February 28, 2022.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

STITES & HARBISON PLLC



Katie M. Glass

KMG

Exhibit 1

CUSTOMER NOTICE OF TARIFF CHANGE

NOTICE

PLEASE TAKE NOTICE that on or before February 28, 2022, Kentucky Power Company (“Company”) will file with the Kentucky Public Service Commission (the “Commission”) revisions to its tariff governing pole attachments—Tariff C.A.T.V (the “Tariff”). The revisions are intended to update the Tariff to reflect the Company’s current practices and to conform the Tariff to the Commission’s new pole attachment regulations, 807 KAR 5:015 – Access and Attachments to Utility Poles and Facilities. If approved and not suspended, the revised Tariff will become effective on March 31, 2022. Company’s substantive revisions to the Tariff include, but are not limited to, those outlined below.

Section 1 – Availability of Service

In accordance with Section 2(1) of 807 KAR 5:015, the revised Tariff clarifies that “broadband internet providers,” “governmental units” and “telecommunications carriers” are eligible to take service under the Tariff. The following entities may not take service under the revised Tariff: (1) utilities that have joint use agreements with Company; and (2) entities seeking to attach macro cell facilities to Company Facilities.

Section 3 – Rate

The original rates for a two-user pole and three-user pole are retained, but additional language is added to the revised Tariff to clarify that such rates only apply to wireline attachments. The following rates are added to the revised Tariff: (1) \$2.70/linear foot per year for attachments within ducts or conduit; (2) \$150/attachment per year for wireless facilities attached to the top of distribution poles; and (3) \$75/attachment for wireless facilities attached within the communications space on distribution poles.

Section 4 – Company Facilities Subject to Attachment

The title of this section is revised to “Company Facilities Subject to Attachment” from “Pole Subject to Attachment,” and the original language in this section, which addresses Company’s application and make-ready processes, is relocated to a new Section 6 (Applications) in the revised Tariff. As revised, this section: (1) outlines Operator’s mandatory right of access under Section 2(1) of 807 KAR 5:015; (2) sets forth the grounds upon which Company can deny access under Section 2(1)(a) of 807 KAR 5:015; and (3) makes clear that the rights of an Operator to Company Facilities are limited to that of a licensee.

New Section 6 - Applications

Applications: The language governing the application and make-ready processes in the current Tariff is relocated to this new Section 6 and modified to comply with 807 KAR 5:015. If an Operator intends to submit an application (or multiple applications within thirty (30) days) seeking

attachments to more than 300 poles, the Operator is now required to provide Company with at least sixty (60) days' advance written notice before submitting such application (or applications) in accordance with Section 4(7)(f) of 807 KAR 5:015.

Make-Ready Surveys: The revised Tariff incorporates Company's right—pursuant to Section 4(2)(b)6 of 807 KAR 5:015—to require prepayment for make-ready surveys and establishes a per pole estimate for make-ready surveys. The timelines applicable to Company under Section 4(1)(b) of 807 KAR 5:015 for completing make-ready surveys are also incorporated.

Timeline for Reviewing an Application on the Merits: In accordance with Section 4(2)(b)1 of 807 KAR 5:015, the revised Tariff establishes an alternative timeline for reviewing applications for "Larger Orders" on the merits. A "Larger Order" is an application (or multiple applications if received within thirty (30) days of one another) that seeks to make attachments to more than 300 poles: sixty (60) days from receipt of a complete application (or applications).

Make-Ready Estimates: In accordance with Section 4(3) of 807 KAR 5:015, the revised Tariff requires Company to provide an Operator with a statement of the estimated costs for any necessary Company make-ready work within fourteen (14) days of approval of an application. The deadline for an Operator to accept a make-ready estimate is fourteen (14) days from date of receipt. A make-ready estimate is deemed to be withdrawn if payment is not received by Company within the 14-day timeline.

Section 7 – Standards for Installation

The revised Tariff requires Operators to complete the installation of their attachments within thirty (30) days from the date their applications are approved by Company, or in the event make-ready is required, the date of completion of such make-ready. Within seven (7) days of completing the installation of an attachment, Operators are required to provide Company with notice of completion. Company is provided ninety (90) days following receipt of an Operator's notice of completion to perform a post-inspection on an Operator's attachments. If a post-inspection reveals that an attachment installation caused property damage or code violations, the revised Tariff provides Company with the right to either: (1) correct the violation or property damage at Operator's sole expense or (2) require Operator to correct the violation or property damage at its own expense within fourteen (14) days.

New Section 8 – Tagging Requirement

Operators are required to tag all attachments upon installation. In addition, Operators are required to tag all untagged attachments within 180 days of the effective date of the revised Tariff.

New Section 9 – Overlashing

The revised Tariff incorporates a new overlashing provision that conforms with Section 3(5) of 807 KAR 5:015. Operators are required to provide Company with at least thirty (30) days' advance notice before overlashing, or allowing a third party to overlash, their existing wireline facilities. Operators are responsible for all overlashing on their wireline facilities, including overlashing

performed by third parties, and are required to ensure that all such overlashing complies with all applicable standards. Operators must notify Company within fifteen (15) days of completion of an overlash, and upon receipt of such notice, Company has ninety (90) days to inspect such overlash to determine whether it has caused any code violations or property damage. In the event an overlash has caused property damage or a code violation, Company has the same remedies set forth in Section 7 above.

Section 10 – Pole Installation or Replacement; Rearrangement; Guying

To comply with Section 6(1) of 807 KAR 5:015, the advance written notice requirement applicable to Company’s replacement, modification or removal of a Company Facility or attachment is increased to sixty (60) days from forty-eight (48) hours. The foregoing timeline does not apply to: (1) make-ready notices pursuant to Section 4 of 807 KAR 5:015; (2) routine maintenance by Company; or (3) replacements, modifications or removals made by Company in response to an emergency.

New Section 11 – Self-Help Remedy

The revised Tariff recognizes an Operator’s right, pursuant to Section 4(9) of 807 KAR 5:015, to perform self-help make-ready surveys or to perform self-help make-ready above the communications space if Company fails to complete such work within the applicable timelines and lacks good and sufficient cause to deviate from such timelines. Self-help make-ready surveys and self-help make-ready above the communications space must be performed by “approved contractors.” In accordance with Section 4(9)(d) of 807 KAR 5:015, Operators are barred from performing self-help pole replacements.

New Section 12 – One-Touch Make-Ready

The one-touch make-ready (“OTMR”) framework in Section 4(10) of 807 KAR 5:015 is incorporated into the revised Tariff. The OTMR framework establishes a more expedient process for deploying new wireline facilities within the communications space on distribution poles. To the extent that a distribution pole can accommodate a new attachment solely through “simple make-ready,” as that term is define in Section 1(12) of 807 KAR 5:015, the OTMR framework allows an Operator to perform the requisite make-ready on existing wireline facilities within the communications space, as opposed to having to wait on the existing attachers to complete such make-ready. Operators are required to use an “approved contractor” to perform make-ready surveys but can use qualified contractors to perform make-ready work within the communications space.

Section 13 – Pole Inspection

The revised Tariff includes additional language describing the circuit inspections Company performs to satisfy its regulatory inspection obligations under 807 KAR 5:006. During these inspections, Company inspects each distribution pole within the circuit for signs of damage or deterioration and flags deficient poles for corrective action. The revised Tariff provides that, if a dispute arises with an Operator regarding the condition of a distribution pole, the following is

sufficient to overcome the negative presumption in Section 7(7)(b) of 807 KAR 5:015: (a) records indicating that the distribution pole in dispute was inspected as part of a circuit inspection; and (b) the absence of Company records showing that the distribution pole in dispute is deficient and in need of replacement.

New Section 14 – Transfer of Attachments to New Poles

Pursuant to Section 6(3) of 807 KAR 5:015, the revised Tariff requires Operators to transfer their attachments within sixty (60) days of receiving written notice from Company. Where an Operator fails to transfer its attachments within the foregoing transfer period, or if a transfer must be expedited for safety or reliability reasons, the revised Tariff provides Company with the right to complete the transfer at the Operator’s sole risk and expense.

New Section 15 – Attachment Inventory

The revised Tariff incorporates Company’s existing practice with respect to attachment inventories. Company will provide advance notice of field inventories and an Operator may participate in the field inventory at its own expense. An Operator is required to reimburse Company for the costs Company incurs in performing the field inventory. If the attachments of multiple attaching entities are inspected during a single field inventory, then an Operator is required to share in the cost of the field inventory pro rata. If a field inventory reveals that an Operator has more attachments on Company Facilities than Company has records for, the excess number of attachments are deemed to be “unauthorized attachments.”

Section 16 – Unauthorized Attachments

For purposes of calculating unpaid charges and fees owed to Company, unauthorized attachments are presumed to have existed on Company Facilities for two (2) years. The revised Tariff creates new penalties for different types of unauthorized attachments in the following amounts: (1) \$25 for each unauthorized attachment within the communications space on a distribution pole; (2) \$500 for each unauthorized attachment above the communications space on a distribution pole; and (3) \$500 for each unauthorized attachment within a duct. Operator is required to submit an application for any unauthorized attachments within sixty (60) days of discovery of the unauthorized attachments. Where an Operator fails to timely submit an application for its unauthorized attachments or otherwise fails to comply with Company’s application process, the revised Tariff allows Company to remove such unauthorized attachments at the Operator’s sole cost and expense.

New Section 19 – Limitation of Liability

Under the revised Tariff, neither Company nor any of its representatives bear any liability for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues, or diminution in value arising out of, relating to, or in any way connected with the revised Tariff or a pole attachment license agreement between Company and an Operator. The foregoing limitation of liability does not apply to damages or liability resulting from Company’s gross negligence or willful misconduct.

Section 20 – Insurance

The mandatory minimum limits of an Operator's bodily injury and property damage liability insurance is increased from \$1,000,000/occurrence to \$5,000,000/occurrence.

New Section 21 – Performance Assurance

Operators are now required to provide Company with a letter of credit or surety bond to guarantee payment of any sums which may become due under the revised Tariff or pursuant to a pole attachment license agreement. The revised tariff establishes the following incremental performance assurance requirements for wireline attachments: (1) \$20/attachment for the first 7,500 wireline attachments; (2) \$10/attachment for the next 7,500 wireline attachments; and (3) \$5/attachment for each additional wireline attachment over 15,000. The revised Tariff also establishes a \$1,500 performance assurance requirement for each Company Facility to which an Operator attaches a wireless facility. If an Operator's performance assurance lapses or is terminated for any reason and Operator lacks the performance assurance required under the revised Tariff, Company may require the Operator to remove its attachments from Company Facilities within sixty (60) days of such lapse or termination. If an Operator fails to remove its attachments within such sixty (60) days, Company may remove the Operator's attachments at the Operator's sole risk and expense.

Section 25 – Payment

The 5% surcharge for late payments in the current Tariff is deleted. In its place, the revised Tariff states that simple interest shall accrue on late payments at a monthly rate of 1.5%.

Section 26 – Default or Non-Compliance

The revised Tariff extends the cure period for non-compliance or default from thirty (30) days to sixty (60) days. The revised Tariff also extends the timeline within which an Operator must remove its attachments from Company Facilities following termination of the Operator's rights to attach from thirty (30) days to sixty (60).

New Section 27 - Notices

The permissible methods for serving required notices under the revised Tariff are outlined. Operators are required to designate authorized representatives for receiving notices from Company. Operators are responsible for maintaining current contact information for their authorized representatives with Company, including name, title, mailing address and electronic mailing address.

Section 28 – Prior Agreements

The revised Tariff, upon its effective date, will terminate and supersede all previous agreements between Company and any Operator covered by the revised Tariff.

A complete copy of the proposed tariff containing the proposed text changes to the terms and conditions for pole attachment service may be obtained by submitting a written request by email to lastefanko@aep.com or by mail to Kentucky Power Company, Kentucky Power Company, C/O Scott Bishop, 1645 Winchester Avenue, Ashland, Kentucky 41101.

A person may examine Company's proposed tariff at the offices of Company located at 1645 Winchester Avenue, Ashland, Kentucky 41101; Cannonsburg (Ashland) Service Center, 12333 Kevin Avenue, Ashland, Kentucky 41102; Hazard Service Center, 1400 E. Main Street, Hazard, Kentucky 41701; and Pikeville Service Center, 3249 N. Mayo Trail, Pikeville, Kentucky 41501; Paintsville Service Center, 416 Tays Branch Road, Paintsville, KY 41240; Whitesburg Service Center, 117 Madison Street, Suite A, Whitesburg, Kentucky 41858., and may view and download the proposed tariff at Company's website at www.kentuckypower.com. A person may also examine the proposed tariff 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 may view and download the proposed tariff through the Commission's website at <http://psc.ky.gov>.

Comments regarding the proposed tariff may be submitted to the Commission by mail to Kentucky Public Service Commission, Post Office Box 615, Frankfort, Kentucky 40602, or by email to psced@ky.gov.

The terms and conditions in the revised Tariff are proposed by Company, but the Commission may order terms and conditions that differ from those proposed. A person may submit a timely written request for intervention to the Commission by email to psced@ky.gov or mail to Kentucky 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 initial publication or mailing of the notice, the Commission may take final action on the proposed tariff.

Section 16 Pole Attachment Tariff

TARIFF P.A.
(Pole Attachments)T
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T**1. AVAILABILITY OF SERVICE.**

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

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D**2. DEFINITIONS**

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

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

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

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

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

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

"NESC" means the National Electrical Safety Code.

"Larger Order" means an application, or multiple applications submitted within thirty (30) days of one another, seeking to make Attachments to more than three hundred (300) poles.

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

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

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

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

(Cont'd on Sheet No. 16-2)

DATE OF ISSUE: February 28, 2022DATE EFFECTIVE: Service Rendered On And After March 31, 2022ISSUED BY: /s/ Brian K. WestTITLE: Vice President, Regulatory & FinanceBy Authority Of an Order of the Public Service CommissionIn Case No. XXXX-XXXX Dated XXXXX XX, XXXX

807 KAR 5:015, eff.2-1-2022

**TARIFF P.A. (Cont'd.)
(Pole Attachments)**

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

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

3. RATE.

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

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

$$\begin{matrix} \text{Weighted Average} & & \text{Usage} & & \text{Carrying} \\ \text{Bare Pole Cost} & \times & \text{Factor} & \times & \text{Charge} \\ & & & & = \text{Rate Per Pole} \end{matrix}$$

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

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

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

4. COMPANY FACILITIES SUBJECT TO ATTACHMENT..

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

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

5. COMPANY’S POLE ATTACHMENT POLICY HANDBOOK.

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

(Cont’d on Sheet No. 16-3)

DATE OF ISSUE: February 28, 2022
DATE EFFECTIVE: Service Rendered On And After March 31, 2022
ISSUED BY: /s/ Brian K. West
TITLE: Vice President, Regulatory & Finance
By Authority Of an Order of the Public Service Commission
In Case No. XXXX-XXXX Dated XXXXX XX, XXXX
807 KAR 5:015, eff.2-1-2022

TARIFF P.A. (Cont'd.)
(Pole Attachments)

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6. APPLICATIONS

When Operator proposes to furnish service within Company’s operating area and desires to make Attachments to Company Facilities, Operator shall make written application to install such Attachments, in the format required by Company, that specifies the location of each Facility in question, the character of its proposed Attachments, and any other information necessary to calculate the transverse and vertical load placed upon the pole as a result of the proposed Attachment and any other attachments or equipment attached to the Facility. If Operator’s application qualifies as a Larger Order, Operator shall provide Company at least sixty (60) days’ advance written notice before submission to Company. Company will notify Operator, within ten (10) days of receipt of an application, if the application is incomplete. If the application is incomplete, Operator shall provide the additional information required by Company prior to Company’s review of the application on its merits.

If Operator is only seeking to make Wireline Attachments to Distribution Poles, Company shall complete a make-ready survey within forty-five (45) days (or within sixty (60) days in the case of a Larger Order) of receipt of a complete application. Company may, in its sole discretion, require prepayment for a make-ready survey. The current per pole estimate for a make-ready survey is \$275. If the actual cost of performing the make-ready survey exceeds the amount of Operator’s prepayment, then Operator shall reimburse Company for any difference upon receipt of an invoice for such amount. Company shall use commercially reasonable efforts to provide at least five (5) days advance notice of a field inspection to Operator and any other affected third party. If Operator submits a make-ready survey with an application, Company may elect to utilize the survey by: (1) notifying the affected third parties of its intent to use the make-ready survey performed by Operator; and (2) providing the affected third parties with a copy of the make-ready survey within the deadline set forth above for completing a make-ready survey.

Within forty-five (45) days (or within sixty (60) days in the case of Larger Orders) after receipt of a complete application, Company shall notify Operator whether and to what extent any special conditions will be required to permit the use by Operator of each such pole. Within fourteen (14) days of providing such notice, Company shall provide Operator with a statement of the costs for any necessary Company make-ready work, including the cost of rearranging Company’s electric supply facilities or pole changeouts. Operator shall indicate its approval of the make-ready cost statement by submitting payment to Company within fourteen (14) days of receipt of the make-ready cost statement. If payment is not received by Company within fourteen (14) days, then Company’s make-ready cost statement shall be deemed withdrawn. Within seven (7) days of receipt of Operator’s payment, Company shall notify, in a manner consistent with applicable law, all third parties whose attachments might be affected by the make-ready, and thereafter provide Operator with the contact information for, and copies of the notices sent to, such third parties. Thereafter, Operator shall be responsible for coordinating the rearrangement or transfer of any third-party attachment and shall pay the costs related thereto.

Operator shall reimburse Company for any expenses incurred in reviewing Operator’s written applications for attachment. Operator shall have a non-exclusive right to use such Facilities of Company as may be used or reserved for use by Operator and any other Facilities of Company when brought hereunder in accordance with the procedure hereinafter provided. Company shall have the right to grant to others, by contract or otherwise, rights or privileges to use any Facilities of Company and Company shall have the right to continue and extend any such rights or privileges heretofore granted. .

(Cont’d on Sheet No. 16-4)

TARIFF P.A. (Cont'd.)
(Pole Attachments)T
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T**7. STANDARDS FOR INSTALLATION.**

All Attachments and associated equipment of Operator shall be installed in a manner satisfactory to Company and so as not to interfere with the present or any future use which Company may desire to make of the Facilities covered by this Tariff. All such Attachments and equipment shall be installed and at all times maintained by Operator so as to comply with the standards set forth in Company's Pole Attachment Policy handbook, the National Electrical Safety Code and any other applicable regulations or codes promulgated by state, local or other governmental authority having jurisdiction thereover. In the event of a conflict, the more stringent standard shall apply. Operator shall take necessary precautions by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of Operator's attachments.

Operator shall complete the installation of its Attachments within thirty (30) days of Company's approval of the application for such Attachments, or if make-ready is required to accommodate the Attachments, the completion date of such make-ready. Operator shall, within seven (7) days after completing the installation of its Attachments, provide Company with written notice of such completion, and Company shall have the right to perform a post-inspection on such Attachments, at Operator's sole expense, within ninety (90) days of receipt of Operator's notice of completion. If Company's inspection reveals that Operator's installation resulted in any property damage or code violations, Company may either: (1) complete any necessary remedial work and bill Operator for the costs related to fixing the damage or correcting the code violations; or (2) require Operator to fix the damage or code violations at its own expense within fourteen (14) days' notice from Company.

8. TAGGING REQUIREMENT.

Operator shall identify each of its Attachments with a tag, approved in advance by Company, that includes Operator's name, 24-hour contact telephone number, and such other information as Company may require. Operator shall tag an Attachment at the time of construction. Any untagged Attachment existing as of the effective date of this Tariff shall be tagged by Operator within one hundred and eighty (180) days from the effective date of this Tariff.

9. OVERLASHING.

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

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

(Cont'd on Sheet No. 16-5)

DATE OF ISSUE: February 28, 2022DATE EFFECTIVE: Service Rendered On And After March 31, 2022ISSUED BY: /s/ Brian K. WestTITLE: Vice President, Regulatory & FinanceBy Authority Of an Order of the Public Service CommissionIn Case No. XXXX-XXXX Dated XXXXX XX, XXXX

807 KAR 5:015, eff.2-1-2022

TARIFF P.A. (Cont'd.)
(Pole Attachments)

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10. POLE INSTALLATION OR REPLACEMENT; REARRANGEMENTS; GUYING.

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

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

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

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

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

(Cont'd on Sheet No. 16-6)

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In Case No. XXXX-XXXX Dated XXXXX XX, XXXX
807 KAR 5:015, eff.2-1-2022

TARIFF P.A. (Cont'd.)
(Pole Attachments)T
N**11. SELF-HELP REMEDY.**

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

12. ONE-TOUCH MAKE-READY.

For Attachments to Distribution Poles that require only "simple make-ready," as that term is defined in 807 KAR 5:015, Operator may elect to proceed with the one-touch make-ready (OTMR) process established in this Section 12, as opposed to the standard process set forth in Section 6 of this Tariff. To elect OTMR, Operator must clearly indicate in its application that it is electing the OTMR process. Operator shall not combine requests for "simple make-ready" and "complex make-ready," as those terms are defined in 807 KAR 5:015, within an OTMR application. Operator's OTMR application shall identify the "simple make-ready" that it intends to perform.

Company shall, within ten (10) days of receipt, determine whether Operator's OTMR application is complete. Upon receipt of a complete OTMR application, Company shall review such application on the merits within the timelines established by 807 KAR 5:015. If Company denies an OTMR application on the merits, Company will provide Operator with an explanation of its denial, along with information and documentation supporting Company's decision.

Operator shall be responsible for all surveys required as part of the OTMR process. Any survey performed under the OTMR process shall be conducted by an Approved Contractor. Operator shall provide Company, as well as any third parties with attachments on Distribution Poles subject to an OTMR application, at least five (5) days' advance written notice of any field inspection, and such notice shall: provide the date, time and location of the field inspection; and state the name of the Approved Contractor that will be performing the field inspection. Operator shall allow Company and affected third parties to be present for any field inspection it performs under the OTMR process.

If Operator's OTMR application is approved, Operator may, after providing fifteen (15) days' advance written notice to Company and affected third parties, proceed with the make-ready. Operator's notice shall: provide the date, time and location of the make-ready; describe the make-ready involved; and identify the contractor that will be performing the make-ready. Operator shall allow Company and affected third parties to be present during the make-ready. Operator shall complete all make-ready within thirty (30) days of the date on which Company approved Operator's OTMR application (or within forty-five (45) days in the case of a Larger Order), or Operator's OTMR application will be deemed closed.

(Cont'd on Sheet No. 16-7)

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**TARIFF P.A. (Cont'd.)
(Pole Attachments)**

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If Company or Operator determine at any time that make-ready does not qualify as "simple make-ready," Operator shall halt all make-ready on the impacted Distribution Poles. The make-ready on the impacted Distribution Poles shall thereafter be subject to the requirements of Section 6 of this Tariff. Operator shall notify Company and affected third parties within fifteen (15) days of completion of the make-ready identified in the OTMR application.

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13. POLE INSPECTION.

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Company may make periodic inspections, as conditions may warrant, for the purpose of determining compliance with the provisions of this Tariff. Company reserves the right to inspect each new or proposed installation of Operator on Company's Facilities. In addition, Company's right to make any inspections and any inspection made pursuant to such right shall not relieve Operator of any responsibility, obligation or liability assumed under this Tariff.

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Pursuant to 807 KAR 5:006, Company inspects all of its Distribution Poles, on a circuit-by-circuit basis, every two (2) years for signs of damage or deterioration. If a Distribution Pole exhibits signs of damage or deterioration, Company flags the Distribution Pole for corrective action. If a dispute arises with Operator regarding the condition of a particular Distribution Pole within an application, the following shall be sufficient to overcome the negative presumption in Section 7(7)(b) of 807 KAR 5:015: (1) records indicating that the Distribution Pole in dispute was inspected as part of a Company circuit inspection; and (2) the absence of Company records showing that the Distribution Pole in dispute is deficient and in need of replacement.

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14. TRANSFER OF ATTACHMENTS TO NEW POLES.

Operator shall transfer its Attachments within sixty (60) days of receiving notice from Company (Transfer Period). If Operator fails to transfer its Attachments within the Transfer Period, Company may transfer the Attachments at Operator's sole risk and expense. Company may transfer Operator's Attachments prior to the expiration of the Transfer Period if an expedited transfer is necessary for safety or reliability purposes.

15. ATTACHMENT INVENTORY

Owner may conduct a complete field inventory for the purpose of verifying the number and location of Operator's Attachments on Company Facilities. Company shall provide Operator with at least thirty (30) days' prior notice of a field inventory, and Operator shall advise Company whether Operator desires to participate in the field inventory not less than fifteen (15) days prior to the scheduled date of such inventory. Operator shall reimburse Company for the costs Company incurs in performing the field inventory, regardless of whether Operator elects to participate in the inventory; provided, however, Company may not charge Operator for more than one (1) field inventory within a five (5) year period. If Company inspects the Attachments of more than one Operator during a field inventory, then each Operator whose Attachments were inspected by Company during the field inventory shall share pro rata in the costs of such inventory. Upon request, Company shall furnish a summary report for the field inventory within a reasonable time after its completion.

If a field inventory reveals that the number of Operator's Attachments exceeds the number of Attachments shown in Company's existing records, the excess number of Attachments shall be presumed to be unauthorized attachments and handled in accordance with Section 16.

(Cont'd on Sheet No. 16-8)

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TARIFF P.A. (Cont'd.)
(Pole Attachments)

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16. UNAUTHORIZED ATTACHMENTS.

If Operator makes an Attachment that requires approval by, or advance notice to, Company under this Tariff, and if Operator fails to comply with such approval or notice requirements, then Operator's Attachment shall be deemed an unauthorized attachment. Unless Operator can demonstrate to Company's reasonable satisfaction that an unauthorized attachment was made more recently, unauthorized attachments are presumed to have existed on Company Facilities for two (2) years. Operator shall be liable for all charges and fees that would have been due under the Tariff for this time period. In addition to charges and fees applicable to the period of unauthorized attachment, Operator shall pay a penalty in the amount of: (1) \$25 for each unauthorized attachment within the Communications Space on a Distribution Pole; (2) \$500 for each unauthorized attachment above the Communications Space on a Distribution Pole; and (3) \$500 for each unauthorized attachment within a duct. Operator shall submit an application for approval of any unauthorized attachment within sixty (60) days of the Attachment's discovery. If Operator fails to submit the required application or to comply with Company's application process, Company may remove the unauthorized attachment at Operator's sole risk and expense.

17. ABANDONMENT BY OPERATOR.

Operator may at any time abandon the use of a Company Facility hereunder by removing therefrom all of its Attachments and by giving written notice thereof, on a form provided by Company, and no Facility shall be considered abandoned until such notice is received. If notice has been given that Attachment(s) have been removed, but the Attachments are later discovered not to have been removed, then such Attachments shall be deemed unauthorized attachments and handled in accordance with Section 16 of this Tariff.

18. INDEMNITY.

Operator hereby agrees to indemnify, hold harmless, and defend Company from and against any and all loss, damage, cost or expense which Company may suffer or for which Company may be held liable because of interruption of Operator's service to its subscribers, or by reason of bodily injury, including death, to any person, or damage to or destruction of any property, including loss of use thereof, arising out of or in any manner connected with the attachment, operation, and maintenance of the Attachments and other facilities of Operator on the Facilities of Company under this Tariff, or to any such act or omission of Operator's respective representatives, employees, agents or contractors.

19. LIMITATION OF LIABILITY

IN NO EVENT SHALL COMPANY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS TARIFF TO OPERATOR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THIS TARIFF, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE LIMITATIONS SET FORTH IN THIS SECTION 19 SHALL NOT APPLY TO DAMAGES OR LIABILITY ARISING FROM THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF COMPANY IN PERFORMING ITS OBLIGATIONS UNDER THIS TARIFF.

(Cont'd on Sheet No. 16-9)

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**TARIFF P.A. (Cont'd.)
(Pole Attachments)**

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20. INSURANCE.

Operator agrees to obtain and maintain at all times policies of insurance as follows:

- (a) Comprehensive bodily injury liability insurance in an amount not less than \$5,000,000 for any one occurrence
- (b) Comprehensive property damage liability insurance in an amount not less than \$5,000,000 for any one occurrence.
- (c) Contractual liability insurance in an amount not less than the foregoing minimums to cover the liability assumed by the Operator under the agreement or indemnity set forth above.

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Prior to making Attachments to Company's Facilities, Operator shall furnish to Company two copies of a certificate, from an insurance carrier licensed to do business in Kentucky, stating that policies of insurance have been issued by it to Operator providing for the insurance listed above and that such policies are in force. Such certificate shall state that the insurance carrier will give Company thirty (30) days' prior written notice of any cancellation of or material change in such policies.

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21. PERFORMANCE ASSURANCE

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Operator shall furnish Performance Assurance in the following amounts to guarantee the payment of any sums which may become due for attachment charges, inspections, or work performed by Company under this Tariff, including the removal of Attachments upon termination of any license hereunder:

<u>Number of Attachments</u>	<u>Amount per Attachment</u>	<u>Maximum Total</u>
1-7,500	\$20/Attachment	\$150,000
7,501-15,000	\$10/Attachment	\$225,000
15,001+	\$5/Attachment	\$1,000,000

The above-stated amounts are incremental. By way of example, 10,000 Attachments would require Performance Assurance in the amount of \$175,000 (\$20 per Attachment for the first 7,500 Attachments; \$10 per Attachment for the next 2,500 Attachments); 20,000 Attachments would require Performance Assurance in the amount of \$250,000 (\$20 per Attachment for the first 7,500 Attachments; \$10 per Attachment the next 7,500 Attachments; and \$5 per Attachment for the last 5,000 Attachments).

The amount of the Performance Assurance shall be calculated by Company annually based on Operator's then-existing number of Attachments. Operator shall provide the Performance Assurance within thirty (30) days of its request by Company.

If Operator proposes to attach a Wireless Facilities to Company Facilities, Operator shall post Performance Assurance in the amount of \$1,500 for each Company Facility to which a Wireless Facility is attached. The amount of the Performance Assurance shall not be reduced upon completion of installation or other event.

(Cont'd on Sheet 16-10)

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**TARIFF P.A. (Cont'd.)
(Pole Attachments)**

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In the event the Operator provides Performance Assurance in the form of a surety bond or letter of credit, each bond or letter of credit shall contain the provision that it shall not be terminated prior to six (6) months after Company's receipt of written notice of the desire of the bonding or insurance company, or bank, to terminate such bond or letter of credit. Company may waive this requirement if an acceptable replacement is received before the six (6) months has ended. Upon termination of such surety bond or letter of credit, Company shall request Operator to immediately remove its Attachments and all other equipment from Company Facilities. If Operator should fail to complete the removal of all of its Attachments from Company Facilities within sixty (60) days after receipt of such request, then Company may remove Operator's Attachments at Operator's expense and without liability for any damage to Operator's Attachments.

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Each surety bond shall be issued by an entity having a minimum A.M. Best rating of A- and/or letter of credit shall be issued by an entity having a minimum Credit Rating of A- by S& P or A3 by Moody's at the time of issuance and at all times the relevant instrument is outstanding.

22. EASEMENTS.

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Operator 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 Operator. Company does not convey nor guarantee any easements, rights-of-way or franchises for the construction and maintenance of said Attachments. Operator hereby agrees to indemnify and save harmless Company from any and all claims, including the expenses incurred by Company to defend itself against such claims, resulting from or arising out of the failure of Operator to secure such right, license, permit or easement for the construction or maintenance of said Attachments on Company's poles.

23. CHARGES AND FEES.

T

Operator agrees to pay Company an annual charge per Attachment as set forth in Section 3 of this Tariff in advance, and such other charges as may be provided for herein, for the use of each of Company Facility, any portion of which is occupied by, or reserved at Operator's request for, the Attachments of Operator.

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Operator agrees to reimburse Company for all reasonable non-recurring expenses caused by or attributable to Operator's initial Attachments including without limitation the amounts set forth herein before and the expenses of Company in examining poles used but not owned by Company to which Operator proposes to make Attachments.

24. FEES FOR ADDITIONAL ATTACHMENTS.

T

For Attachments made to Company Facilities between billing dates, Operator shall be billed a prorated amount of the annual charge effective on the date of attachment in on the Operator's next bill. Company will not reimburse Operator for, or otherwise prorate Operator's next bill for, any Attachments removed from Company Facilities between billing dates.

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(Cont'd on Sheet 16-11)

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TARIFF P.A. (Cont'd.)
(Pole Attachments) T

25. PAYMENT T

Payment of amounts due hereunder is due on the dates or at the times indicated with respect to each such payment. In the event the time for any payment is not specified, such payment shall be due thirty (30) days from the date of the invoice therefor. all amounts not so paid shall accrue interest at a monthly simple interest rate of 1.5% . Where the provisions of the Tariff require any payment by Operator to the Company other than for attachment charges, Company may, at its option, require that the estimated amount thereof be paid in advance of permission to use any pole or the performance by company of any work. In such a case, Company may, in its sole discretion, invoice any deficiency or refund any excess to Operator after the current amount of such payment has been determined. T

26. DEFAULT OR NON-COMPLIANCE. T

If Operator fails to comply with any of the provisions of this Tariff or defaults in the performance of any of its obligations under this Tariff and fails within sixty (60) days, after written notice from Company to correct such default or non-compliance, Company may, in addition to all other remedies under this Tariff, take any one or more of the following actions: terminate the specific permit or permits covering the Company Facilities to which such default or non-compliance is applicable; remove, relocate or rearrange Attachments of Operator to which such default or non-compliance relates, all at Operator’s expense; decline to permit additional Attachments hereunder until such default is cured; or in the event of any failure to pay any of the charges, fees or amounts provided in this Tariff or any other substantial default, or of repeated defaults, terminate Operator’s right of attachment. Operator shall remove all Attachments where Company has terminated the right of attachment herein within sixty (60) days of Company providing notice of termination. If Operator fails to remove such Attachments within sixty (60) days, then Company may remove such Attachments at Operator’s expense. Company shall have no obligation to store or recover any value for such removed Attachments. T

No liability shall be incurred by Company because of any or all such actions except for Company’s gross negligence or willful misconduct in any relocation or removal of such equipment. The remedies provided herein are cumulative and in addition to any other remedies available to Company. T

27. NOTICES N

Any notice required by this Tariff shall be deemed properly given if sent to Company’s or Operator’s authorized representative using any of the following methods: (1) overnight delivery by nationally recognized courier; (2) certified U.S. mail, return receipt requested, postage prepaid; (3) electronically via telecopier or electronic mail; or (4) sent in the manner expressly required herein or by Company’s standards. Operators shall, within thirty (30) days of the effective date of this Tariff, or if service is taken for the first time following the effective date of this Tariff, prior to submitting any applications for Attachments, provide Company with the following information for each of their authorized representatives: name, title, mailing address and electronic mailing address. The designation of an authorized representative, as well as the contact information for an existing authorized representative, may be changed at any time by similar notice. Operators are required to maintain current contact information with Company for each of their authorized representatives. T

28. PRIOR AGREEMENTS. T

This Tariff, as of the effective date, terminates, supersedes and replaces any previous agreement or license affecting Company’s Facilities and Operator’s Attachments covered herein. T

(Cont'd on Sheet 16-12) T

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TARIFF P.A. (Cont'd.)
(Pole Attachments)

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29. ASSIGNMENT.

This Tariff shall be binding upon and inure to the benefits of the parties hereto, their respective successors and/or assigns, but Operator shall not assign, transfer or sublet any of the rights hereby granted without the prior written consent of Company, which shall not be unreasonably withheld, and any such purported assignment, transfer or subletting without such consent shall be void.

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30. PERFORMANCE WAIVER.

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Neither party shall be considered in default in the performance of its obligations herein, or any of them, to the extent that performance is delayed or prevented due to causes beyond the control of said party, including but not limited to, Acts of God or the public enemy, war, revolution, civil commotion, blockade or embargo, acts of government, any law, order, proclamation, regulation, ordinance, demand, or requirement of any government, fires, explosions, cyclones, floods, unavoidable casualties, quarantine, restrictions, strikes, labor disputes, lock-outs, and other causes beyond the reasonable control of either of the parties.

31. PRESERVATION OF REMEDIES.

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No delay or omission in the exercise of any power or remedy herein provided or otherwise available to the Company shall impair or affect its right thereafter to exercise the same.

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Section 16 Pole Attachment Tariff – Redlined

TARIFF C-A-T-V-P-A
(Cable Television Pole Attachments)

1. AVAILABILITY OF SERVICE.

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

2. DEFINITIONS

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

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

~~"Attachment" means a Wireline Facility or Wireless Facility and all associated equipment, including without limitation, any overlashed cable or fiber, ruying, small splice panels and vertical overhead to underground risers but shall not include power supplies, equipment cabinets, meter bases or other equipment that impedes accessibility or otherwise conflicts with Company's standards. For billing purposes, the term "Attachment" also includes: (1) a Service Drop affixed to a pole that is located more than one (1) vertical foot away from the point at which the messenger strand is attached to the pole; and (2) a Service Drop located on a dedicated service, drop or lift pole. As used in this Tariff, an "attachment" shall mean the physical connection of (a) a messenger strand supporting the wires, cables or stand-mounted associated facilities and equipment of a cable system or (b) service drops affixed to the pole and located more than one vertical foot away from the point at which the messenger strand is attached to the pole (but not a strand originating or mid-span service drop) or (c) service drops located on a dedicated service, drop or lift pole. An attachment shall consume no more than one foot (1) of vertical space on any distribution pole owned by the Company.~~

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

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

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

~~"NESC" means the National Electrical Safety Code.~~

~~"Larger Order" means an application, or multiple applications submitted within thirty (30) days of one another, seeking to make Attachments to more than three hundred (300) poles.~~

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

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

~~"Service Drop" means a Wireline Facility, attached to a pole with a J-hook or other similar hardware, that connects the trunk line to an end~~

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By Authority Of an Order of the Public Service Commission

In Case No. XXXX-XXXX(2020-00174 Dated XXXX XX, XXXX January 13, 2021; January 15, 2021; February 22, 2021; and March 17, 2021

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user's premises, and extends directly from the trunk line to a drop/lift pole or into an end user's premises.

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

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TARIFF C.A.T.V.P.A. (Cont'd.)
(Cable Television Pole Attachments)

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

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

3. RATE.

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

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

$$\begin{matrix} \text{Weighted Average} & & \text{Usage} & & \text{Carrying} & & \\ \text{Bare Pole Cost} & \times & \text{Factor} & \times & \text{Charge} & = & \text{Rate Per Pole} \end{matrix}$$

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

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

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

DELAYED PAYMENT CHARGE.

This Tariff is net if account is paid in full within 30 days of date of bill. On all accounts not so paid an additional charge of 5% of the unpaid balance will be made.

4. COMPANY FACILITIES SUBJECT TO ATTACHMENT POLE SUBJECT TO ATTACHMENT.

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

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

5. COMPANY'S POLE ATTACHMENT POLICY HANDBOOK.

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

(Cont'd on Sheet No. 16-3)

KENTUCKY POWER COMPANY

P.S.C. KY. NO. 12 1st REVISED ORIGINAL SHEET NO. 16-3
CANCELLING P.S.C. KY. NO. 11-12 ORIGINAL SHEET NO. 16-3

TARIFF C.A.T.V.P.A. (Cont'd.)
(Cable Television Pole Attachments)

6. APPLICATIONS

When an Operator proposes to furnish cable television service within the Company's operating area and desires to make Attachments onto certain distribution poles of Company Facilities, Operator shall make written application to install such Attachments, on a form in the format required furnished by Company, to install attachments specifying that specifies the location of each Facility pole in question, the character of its proposed Attachments and the amount and location of space desired, and any other information necessary to calculate the transverse and vertical load placed upon the pole as a result of the proposed Attachment and any other facilities attachments or equipment attached to the Facility pole. If Operator's application qualifies as a Larger Order, Operator shall provide Company at least sixty (60) days' advance written notice before submission to Company. Company will notify Operator, within ten (10) days of receipt of an application, if the application is incomplete. If the application is incomplete, Operator shall provide the additional information required by Company prior to Company's review of the application on its merits.

If Operator is only seeking to make Wireline Attachments to Distribution Poles, Company shall complete a make-ready survey within forty-five (45) days (or within sixty (60) days in the case of a Larger Order) of receipt of a complete application. Company may, in its sole discretion, require prepayment for a make-ready survey. The current per pole estimate for a make-ready survey is \$275. If the actual cost of performing the make-ready survey exceeds the amount of Operator's prepayment, then Operator shall reimburse Company for any difference upon receipt of an invoice for such amount. Company shall use commercially reasonable efforts to provide at least five (5) days advance notice of a field inspection to Operator and any other affected third party. If Operator submits a make-ready survey with an application, Company may elect to utilize the survey by: (1) notifying the affected third parties of its intent to use the make-ready survey performed by Operator; and (2) providing the affected third parties with a copy of the make-ready survey within the deadline set forth above for completing a make-ready survey.

Within forty-five (45) days (or within sixty (60) days in the case of Larger Orders) after receipt of the complete application, Company shall notify Operator whether and to what extent any special conditions will be required to permit the use by Operator of each such pole. Within fourteen (14) days of providing such notice, Company shall provide Operator with a statement of the costs for any necessary Company make-ready work, including the cost of rearranging Company's electric supply facilities or pole changeouts. Operator shall indicate its approval of the make-ready cost statement by submitting payment to Company within fourteen (14) days of receipt of the make-ready cost statement. If payment is not received by Company within fourteen (14) days, then Company's make-ready cost statement shall be deemed withdrawn. Within seven (7) days of receipt of Operator's payment, Company shall notify, in a manner consistent with applicable law, all third parties whose attachments might be affected by the make-ready, and thereafter provide Operator with the contact information for, and copies of the notices sent to, such third parties. Thereafter, Operator shall be responsible for coordinating the rearrangement or transfer of any third-party attachment and shall pay the costs related thereto.

Operator shall reimburse Company for any expenses incurred in reviewing Operator's such written applications for attachment. Operator shall have a non-exclusive right to use such Facility poles of Company as may be used or reserved for use by Operator and any other Facilities poles of Company when brought hereunder in accordance with the procedure hereinafter provided. Company shall have the right to grant to others, by contract or otherwise, to others rights or privileges to use any Facility poles of the Company and Company shall have the right to continue and extend any such rights or privileges heretofore granted. All poles shall be and remain the property of Company regardless of any payment by Operator toward their cost and Operator shall, except for the rights provided hereunder, acquire no right, title or interest in or to any such pole.

(Cont'd on Sheet No. 16-24)

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DATE EFFECTIVE: Service Rendered On And After ~~March 31, 2022~~ January 14, 2021
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TITLE: Vice President, Regulatory & Finance
By Authority Of an Order of the Public Service Commission
In Case No. XXXX-XXXX(2020-00174 Dated XXXX XX, XXXX January 13, 2021; January 15, 2021; February 22, 2021; and March 17, 2021
807 KAR 5:015, eff. 2-1-2022

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TARIFF C.A.T.V.P.A. (Cont'd.)
(Cable Television Pole Attachments)

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7. STANDARDS FOR INSTALLATION.

All ~~a~~Attachments and associated equipment of Operator ~~(including without limitation, power supplies)~~ shall be installed in a manner satisfactory to Company and so as not to interfere with the present or any future use which Company may desire to make of the ~~Facilities~~poles covered by this Tariff. All such ~~a~~Attachments and equipment shall be installed and at all times maintained by Operator so as to comply ~~with the standards set forth in Company's Pole Attachment Policy handbook, at least with the minimum requirements of~~ the National Electrical Safety Code and any other applicable regulations or codes promulgated by state, local or other governmental authority having jurisdiction there-over. ~~Power. In the event of a conflict, the more stringent standard shall apply. supply apparatus having as its largest dimension more than sixteen inches must be placed on a separate pole to be installed by Operator.~~ Operator shall take necessary precautions by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of Operator's attachments.

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~~Operator shall complete the installation of its Attachments within thirty (30) days of Company's approval of the application for such Attachments, or if make-ready is required to accommodate the Attachments, the completion date of such make-ready. Operator shall, within seven (7) days after completing the installation of its Attachments, provide Company with written notice of such completion, and Company shall have the right to perform a post-inspection on such Attachments, at Operator's sole expense, within ninety (90) days of receipt of Operator's notice of completion. If Company's inspection reveals that Operator's installation resulted in any property damage or code violations, Company may either: (1) complete any necessary remedial work and bill Operator for the costs related to fixing the damage or correcting the code violations; or (2) require Operator to fix the damage or code violations at its own expense within fourteen (14) days' notice from Company.~~

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8. TAGGING REQUIREMENT.

~~Operator shall identify each of its Attachments with a tag, approved in advance by Company, that includes Operator's name, 24-hour contact telephone number, and such other information as Company may require. Operator shall tag an Attachment at the time of construction. Any untagged Attachment existing as of the effective date of this Tariff shall be tagged by Operator within one hundred and eighty (180) days from the effective date of this Tariff.~~

9. OVERLASHING.

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

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

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By Authority Of an Order of the Public Service Commission
In Case No. XXXX-XXXX2020-00174 Dated XXXX XX, XXXXJanuary 13, 2021; January 15, 2021; February 22, 2021; and March 17, 2021
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TARIFF C.A.T.V.P.A. (Cont'd.)
(Cable Television Pole Attachments)

10. POLE INSTALLATION OR REPLACEMENT; REARRANGEMENTS; GUYING.

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

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

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

If because of the requirements of its business, Company ~~intends~~ ~~proposed~~ to replace an existing pole on which Operator has any ~~a~~ Attachment, or Company ~~intends~~ ~~proposed~~ to change the arrangements of its facilities on any such pole in such manner as to necessitate a rearrangement of Operator's ~~a~~ Attachment, or if as a result of any inspection of Operator's ~~a~~ Attachments Company determines that any such ~~a~~ Attachments are not in accordance with ~~Company's standards,~~ applicable codes or the provisions of this Tariff or are otherwise hazards Company shall give Operator not less than ~~sixty (60) days' 48 hours~~ notice of such proposed replacement or change, or any such violation or hazard, ~~unless an emergency requires a shorter period; provided, however, that the sixty (60) day notice requirement shall not apply to: (1) make-ready notices pursuant to Section 4 of 807 KAR 5:015; (2) routine maintenance by Company; or (3) a replacement or change made by Company in response to an emergency.~~ In such event, Operator shall at its expense relocate, rearrange or modify its ~~a~~ Attachments at the time specified by Company. If Operator fails to do so, or if any such emergency makes notice impractical, Company shall perform such relocation or rearrangement and Operator shall reimburse Company for the reasonable cost thereof.

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

(Cont'd on Sheet No. 16-~~36~~)

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TARIFF C.A.T.V.P.A. (Cont'd.)
(~~Cable Television Pole Attachments~~)

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11. SELF-HELP REMEDY.

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

12. ONE-TOUCH MAKE-READY.

For Attachments to Distribution Poles that require only "simple make-ready," as that term is defined in 807 KAR 5:015, Operator may elect to proceed with the one-touch make-ready (OTMR) process established in this Section 12, as opposed to the standard process set forth in Section 6 of this Tariff. To elect OTMR, Operator must clearly indicate in its application that it is electing the OTMR process. Operator shall not combine requests for "simple make-ready" and "complex make-ready," as those terms are defined in 807 KAR 5:015, within an OTMR application. Operator's OTMR application shall identify the "simple make-ready" that it intends to perform.

Company shall, within ten (10) days of receipt, determine whether Operator's OTMR application is complete. Upon receipt of a complete OTMR application, Company shall review such application on the merits within the timelines established by 807 KAR 5:015. If Company denies an OTMR application on the merits, Company will provide Operator with an explanation of its denial, along with information and documentation supporting Company's decision.

Operator shall be responsible for all surveys required as part of the OTMR process. Any survey performed under the OTMR process shall be conducted by an Approved Contractor. Operator shall provide Company, as well as any third parties with attachments on Distribution Poles subject to an OTMR application, at least five (5) days' advance written notice of any field inspection, and such notice shall: provide the date, time and location of the field inspection; and state the name of the Approved Contractor that will be performing the field inspection. Operator shall allow Company and affected third parties to be present for any field inspection it performs under the OTMR process.

If Operator's OTMR application is approved, Operator may, after providing fifteen (15) days' advance written notice to Company and affected third parties, proceed with the make-ready. Operator's notice shall: provide the date, time and location of the make-ready; describe the make-ready involved; and identify the contractor that will be performing the make-ready. Operator shall allow Company and affected third parties to be present during the make-ready. Operator shall complete all make-ready within thirty (30) days of the date on which Company approved Operator's OTMR application (or within forty-five (45) days in the case of a Larger Order), or Operator's OTMR application will be deemed closed.

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TARIFF C.A.T.V.P.A. (Cont'd.)
(Cable Television Pole Attachments)

If Company or Operator determine at any time that make-ready does not qualify as "simple make-ready," Operator shall halt all make-ready on the impacted Distribution Poles. The make-ready on the impacted Distribution Poles shall thereafter be subject to the requirements of Section 6 of this Tariff. Operator shall notify Company and affected third parties within fifteen (15) days of completion of the make-ready identified in the OTMR application.

13. POLE INSPECTION.

Company may make periodic inspections, as conditions may warrant, for the purpose of determining compliance with the provisions of this Tariff. Company reserves the right to inspect each new or proposed installation of Operator on Company's poles/Facilities. In addition, Company's right to make any inspections and any inspection made pursuant to such right shall not relieve Operator of any responsibility, obligation or liability assumed under this Tariff.

Pursuant to 807 KAR 5:006, Company inspects all of its Distribution Poles, on a circuit-by-circuit basis, every two (2) years for signs of damage or deterioration. If a Distribution Pole exhibits signs of damage or deterioration, Company flags the Distribution Pole for corrective action. If a dispute arises with Operator regarding the condition of a particular Distribution Pole within an application, the following shall be sufficient to overcome the negative presumption in Section 7(7)(b) of 807 KAR 5:015: (1) records indicating that the Distribution Pole in dispute was inspected as part of a Company circuit inspection; and (2) the absence of Company records showing that the Distribution Pole in dispute is deficient and in need of replacement.

14. TRANSFER OF ATTACHMENTS TO NEW POLES.

Operator shall transfer its Attachments within sixty (60) days of receiving notice from Company (Transfer Period). If Operator fails to transfer its Attachments within the Transfer Period, Company may transfer the Attachments at Operator's sole risk and expense. Company may transfer Operator's Attachments prior to the expiration of the Transfer Period if an expedited transfer is necessary for safety or reliability purposes.

15. ATTACHMENT INVENTORY

Owner may conduct a complete field inventory for the purpose of verifying the number and location of Operator's Attachments on Company Facilities. Company shall provide Operator with at least thirty (30) days' prior notice of a field inventory, and Operator shall advise Company whether Operator desires to participate in the field inventory not less than fifteen (15) days prior to the scheduled date of such inventory. Operator shall reimburse Company for the costs Company incurs in performing the field inventory, regardless of whether Operator elects to participate in the inventory; provided, however, Company may not charge Operator for more than one (1) field inventory within a five (5) year period. If Company inspects the Attachments of more than one Operator during a field inventory, then each Operator whose Attachments were inspected by Company during the field inventory shall share pro rata in the costs of such inventory. Upon request, Company shall furnish a summary report for the field inventory within a reasonable time after its completion.

If a field inventory reveals that the number of Operator's Attachments exceeds the number of Attachments shown in Company's existing records, the excess number of Attachments shall be presumed to be unauthorized attachments and handled in accordance with Section 16.

(Cont'd on Sheet No. 16-28)

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TARIFF P.A. (Cont'd.)
(Pole Attachments)

16. UNAUTHORIZED ATTACHMENTS.

If Operator makes an Attachment that requires approval by, or advance notice to, Company under this Tariff, and if Operator fails to comply with such approval or notice requirements, then Operator's Attachment shall be deemed an unauthorized attachment. Unless Operator can demonstrate to Company's reasonable satisfaction that an unauthorized attachment was made more recently, unauthorized attachments are presumed to have existed on Company Facilities for two (2) years. Operator shall be liable for all charges and fees that would have been due under the Tariff for this time period. In addition to charges and fees applicable to the period of unauthorized attachment, Operator shall pay a penalty in the amount of: (1) \$25 for each unauthorized attachment within the Communications Space on a Distribution Pole; (2) \$500 for each unauthorized attachment above the Communications Space on a Distribution Pole; and (3) \$500 for each unauthorized attachment within a duct. Operator shall submit an application for approval of any unauthorized attachment within sixty (60) days of the Attachment's discovery. If Operator fails to submit the required application or to comply with Company's application process, Company may remove the unauthorized attachment at Operator's sole risk and expense.

Operator shall make no attachment to or other use of any pole of Company or any facilities of Company thereon, except as authorized. The company reserves the right to make periodic inspections. Should such unauthorized attachment or use be made, Operator shall pay to the Company on demand two times the charges and fees, including but not limited to, any payable under the headings "RATES" and "POLE INSTALLATION OR REPLACEMENT; REARRANGEMENTS; GUYING" that would have been payable had such attachment been made on the date following the date of the last previous inspection required to be made by Company under applicable regulations of the Kentucky Public Service Commission.

17. ABANDONMENT BY OPERATOR.

Operator may at any time abandon the use of a pole/Company Facility hereunder by removing therefrom all of its Attachments and by giving written notice thereof, on a form provided by the Company, and no Facility/pole shall be considered abandoned until such notice is received. If notice has been given that Attachment(s) have been removed, but the Attachments are later discovered not to have been removed, then such Attachments shall be deemed unauthorized attachments and handled in accordance with Section 16 of this Tariff.

18. INDEMNITY.

Operator hereby agrees to indemnify, hold harmless, and defend Company from and against any and all loss, damage, cost or expense which Company may suffer or for which Company may be held liable because of interruption of Operator's service to its subscribers or because of interference with television reception of said subscribers or others, or by reason of bodily injury, including death, to any person, or damage to or destruction of any property, including loss of use thereof, arising out of or in any manner connected with the attachment, operation, and maintenance of the Attachments and other facilities of Operator on the poles/Facilities of Company under this Tariff, when due to any act, omission or negligence of Operator, or to any such act or omission or negligence of Operator's respective representatives, employees, agents or contractors.

19. LIMITATION OF LIABILITY

IN NO EVENT SHALL COMPANY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS TARIFF TO OPERATOR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THIS TARIFF, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE LIMITATIONS SET FORTH IN THIS SECTION 19 SHALL NOT APPLY TO DAMAGES OR LIABILITY ARISING FROM THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF COMPANY IN PERFORMING ITS OBLIGATIONS UNDER THIS TARIFF.

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KENTUCKY POWER COMPANY P.S.C. KY. NO. 12 ORIGINAL SHEET NO. 16-9
CANCELLING P.S.C. KY. NO. XX SHEET NO. 16-9

TARIFF P.A. (Cont'd.)
(Pole Attachments)

20. INSURANCE.

Operator agrees to obtain and maintain at all times policies of insurance as follows:

- (a) Comprehensive bodily injury liability insurance in an amount not less than ~~\$5,000,000~~ \$1,000,000 for any one occurrence
- (b) Comprehensive property damage liability insurance in an amount not less than ~~\$5,000,000~~ \$1,000,000 for any one occurrence.
- (c) Contractual liability insurance in an amount not less than the foregoing minimums to cover the liability assumed by the Operator under the agreement or indemnity set forth above.

Prior to making ~~a~~ Attachments ~~to~~ Company's ~~poles~~ Facilities, Operator shall furnish to Company two copies of a certificate, from an insurance carrier licensed to do business in Kentucky, stating that policies of insurance have been issued by it to Operator providing for the insurance listed above and that such policies are in force. Such certificate shall state that the insurance carrier will give Company thirty (30) days' prior written notice of any cancellation of or material change in such policies.

21. PERFORMANCE ASSURANCE

Operator shall furnish Performance Assurance in the following amounts to guarantee the payment of any sums which may become due for attachment charges, inspections, or work performed by Company under this Tariff, including the removal of Attachments upon termination of any license hereunder:

Number of Attachments	Amount per Attachment	Maximum Total
1-7,500	\$20/Attachment	\$150,000
7,501-15,000	\$10/Attachment	\$225,000
15,001+	\$5/Attachment	\$1,000,000

The above-stated amounts are incremental. By way of example, 10,000 Attachments would require Performance Assurance in the amount of \$175,000 (\$20 per Attachment for the first 7,500 Attachments; \$10 per Attachment for the next 2,500 Attachments); 20,000 Attachments would require Performance Assurance in the amount of \$250,000 (\$20 per Attachment for the first 7,500 Attachments; \$10 per Attachment the next 7,500 Attachments; and \$5 per Attachment for the last 5,000 Attachments).

The amount of the Performance Assurance shall be calculated by Company annually based on Operator's then-existing number of Attachments. Operator shall provide the Performance Assurance within thirty (30) days of its request by Company.

If Operator proposes to attach a Wireless Facilities to Company Facilities, Operator shall post Performance Assurance in the amount of \$1,500 for each Company Facility to which a Wireless Facility is attached. The amount of the Performance Assurance shall not be reduced upon completion of installation or other event.

(Cont'd on Sheet 16-10)

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TARIFF P.A. (Cont'd.)
(Pole Attachments)

In the event the Operator provides Performance Assurance in the form of a surety bond or letter of credit, each bond or letter of credit shall contain the provision that it shall not be terminated prior to six (6) months after Company's receipt of written notice of the desire of the bonding or insurance company, or bank, to terminate such bond or letter of credit. Company may waive this requirement if an acceptable replacement is received before the six (6) months has ended. Upon termination of such surety bond or letter of credit, Company shall request Operator to immediately remove its Attachments and all other equipment from Company Facilities. If Operator should fail to complete the removal of all of its Attachments from Company Facilities within sixty (60) days after receipt of such request, then Company may remove Operator's Attachments at Operator's expense and without liability for any damage to Operator's Attachments.

Each surety bond shall be issued by an entity having a minimum A.M. Best rating of A- and/or letter of credit shall be issued by an entity having a minimum Credit Rating of A- by S& P or A3 by Moody's at the time of issuance and at all times the relevant instrument is outstanding.

22. EASEMENTS.

Operator 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 ~~a~~Attachments of Operator. Company does not convey nor guarantee any easements, rights-of-way or franchises for the construction and maintenance of said ~~a~~Attachments. Operator hereby agrees to indemnify and save harmless Company from any and all claims, including the expenses incurred by Company to defend itself against such claims, resulting from or arising out of the failure of Operator to secure such right, license, permit or easement for the construction or maintenance of said ~~a~~Attachments on Company's poles.

23. CHARGES AND FEES.

Operator agrees to pay Company an annual charge per ~~a~~Attachments ~~as set forth on Tariff Sheet No. 16-1 in Section 3 of this Tariff in~~ advance, and such other charges as may be provided for herein, for the use of each of Company's ~~poles~~ Facility, any portion of which is occupied by, or reserved at Operator's request for, the ~~a~~Attachments of Operator.

Operator agrees to reimburse Company for all reasonable non-recurring expenses caused by or attributable to Operator's initial ~~a~~Attachments including without limitation the amounts set forth herein before and the expenses of Company in examining poles used but not owned by Company to which Operator proposes to make ~~a~~Attachments.

24. FEES FOR ADDITIONAL ATTACHMENTS OR REMOVALS.

For ~~a~~Attachments made ~~to Company Facilities~~ or removed which are reported to the Company between billing dates, Operator shall be billed ~~or credited~~ a prorated amount of the annual charge effective ~~withon~~ the date of attachment ~~or removal~~ in on the Operator's next bill. ~~Company will not reimburse Operator for, or otherwise prorate Operator's next bill for, any Attachments removed from Company Facilities between billing dates.~~

(Cont'd on Sheet 16-11)

DATE OF ISSUE: ~~April 9~~February 28, 2022
DATE EFFECTIVE: ~~Service Rendered On And After March 31, 2022~~January 14, 2021
ISSUED BY: /s/ Brian K. West
TITLE: Vice President, Regulatory & Finance
By Authority Of an Order of the Public Service Commission
In Case No. XXXX-XXXX~~2020-00174~~ Dated XXXX XX, XXXXJanuary 13, 2021; January 15, 2021; February 22, 2021; and March 17, 2021
~~807 KAR 5:015, eff. 2-1-2022~~

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TARIFF P.A. (Cont'd.)
(Pole Attachments)

25. PAYMENT ADVANCE-BILLING

Payment of amounts due hereunder is due on the dates or at the times indicated with respect to each such payment. In the event the time for any payment is not specified, such payment shall be due thirty (30) days from the date of the invoice therefore. ~~In all~~ amounts not so paid shall accrue interest at a monthly simple interest rate of 1.5% ~~an addition charge of five percent (5%) will be assessed.~~ Where the provisions of the Tariff require any payment by Operator to the Company other than for attachment charges, Company may, at its option, require that the estimated amount thereof be paid in advance of permission to use any pole or the performance by company of any work. In such a case, Company may, in its sole discretion, ~~shall~~ invoice any deficiency or refund any excess to Operator after the current amount of such payment has been determined.

26. DEFAULT OR NON-COMPLIANCE.

If Operator fails to comply with any of the provisions of this Tariff or defaults in the performance of any of its obligations under this Tariff and fails within ~~sixty (60) days~~ ~~thirty (30) days~~, after written notice from Company to correct such default or non-compliance, Company may, in addition to all other remedies under this Tariff, forthwith take any one or more of the following actions: terminate the specific permit or permits covering the ~~poles~~ Company Facilities to which such default or non-compliance is applicable; remove, relocate or rearrange ~~a~~ Attachments of Operator to which such default or non-compliance relates, all at Operator's expense; decline to permit additional ~~a~~ Attachments hereunder until such default is cured; or in the event of any failure to pay any of the charges, fees or amounts provided in this Tariff or any other substantial default, or of repeated defaults, terminate Operator's right of attachment. Operator shall remove all ~~a~~ Attachments where Company has terminated the right of attachment herein within ~~sixty (60)-30~~ days of Company providing notice of termination. If Operator fails to remove such ~~a~~ Attachments within ~~sixty (60)-30~~ days, then Company may remove such ~~a~~ Attachments at Operator's expense. Company shall have no obligation to store or recover any value for such removed ~~a~~ Attachments.

No liability shall be incurred by Company because of any or all such actions except for ~~Company's gross negligence or willful misconduct~~ ~~negligent destruction by the Company of CATV equipment~~ in any relocation or removal of such equipment. The remedies provided herein are cumulative and in addition to any other remedies available to Company.

27. NOTICES

Any notice required by this Tariff shall be deemed properly given if sent to Company's or Operator's authorized representative using any of the following methods: (1) overnight delivery by nationally recognized courier; (2) certified U.S. mail, return receipt requested, postage prepaid; (3) electronically via telecopier or electronic mail; or (4) sent in the manner expressly required herein or by Company's standards. Operators shall, within thirty (30) days of the effective date of this Tariff, or if service is taken for the first time following the effective date of this Tariff, prior to submitting any applications for Attachments, provide Company with the following information for each of their authorized representatives: name, title, mailing address and electronic mailing address. The designation of an authorized representative, as well as the contact information for an existing authorized representative, may be changed at any time by similar notice. Operators are required to maintain current contact information with Company for each of their authorized representatives.

28. PRIOR AGREEMENTS.

This Tariff, as of the effective date, terminates, ~~and~~ supersedes and replaces any previous agreement, or license ~~or joint use~~ affecting Company's ~~poles~~ Facilities and Operator's ~~a~~ Attachments covered herein.

(Cont'd on Sheet 16-12)

DATE OF ISSUE: ~~April 9 February 28, 2022~~
DATE EFFECTIVE: ~~Service Rendered On And After March 31, 2022~~ January 14, 2021
ISSUED BY: /s/ Brian K. West
TITLE: Vice President, Regulatory & Finance
By Authority Of an Order of the Public Service Commission
In Case No. XXXX-XXXX2020-00174 Dated XXXX XX, XXXX January 13, 2021; January 15, 2021; February 22, 2021; and March 17, 2021
807 KAR 5:015, eff.2-1-2022

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DATE OF ISSUE: ~~April 9~~February 28, 2022
DATE EFFECTIVE: Service Rendered On And After March 31, 2022~~January 14, 2021~~
ISSUED BY: /s/ Brian K. West
TITLE: Vice President, Regulatory & Finance
By Authority Of an Order of the Public Service Commission
In Case No. XXXX-XXXX-2020-00174 Dated XXXX XX, XXXX~~January 13, 2021; January 15, 2021; February 22, 2021; and March 17, 2021~~
807 KAR 5:015, eff. 2-1-2022

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TARIFF P.A. (Cont'd.)
(Pole Attachments)

29. ASSIGNMENT.

This Tariff shall be binding upon and inure to the benefits of the parties hereto, their respective successors and/or assigns, but Operator shall not assign, transfer or sublet any of the rights hereby granted without the prior written consent of ~~the~~ Company, which shall not be unreasonably withheld, and any such purported assignment, transfer or subletting without such consent shall be void.

30. PERFORMANCE WAIVER.

Neither party shall be considered in default in the performance of its obligations herein, or any of them, to the extent that performance is delayed or prevented due to causes beyond the control of said party, including but not limited to, Acts of God or the public enemy, war, revolution, civil commotion, blockade or embargo, acts of government, any law, order, proclamation, regulation, ordinance, demand, or requirement of any government, fires, explosions, cyclones, floods, unavoidable casualties, quarantine, restrictions, strikes, labor disputes, lock-outs, and other causes beyond the reasonable control of either of the parties.

31. PRESERVATION OF REMEDIES.

No delay or omission in the exercise of any power or remedy herein provided or otherwise available to the Company shall impair or affect its right thereafter to exercise the same.

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421 West Main Street
P.O. Box 634
Frankfort, KY 40602-0634
(502) 223-3477
(502) 779-8349 FAX

March 28, 2022

Katie M. Glass
(502) 209-1212
kglass@stites.com

FILED VIA ELECTRONIC TARIFF FILING SYSTEM

Linda C. Bridwell
Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602-0615

RE: TFS2022-00113

Dear Ms. Bridwell:

Pursuant to 807 KAR 5:011, Section 8(3)(a) Kentucky Power Company files herewith the affidavit of Scott E. Bishop supporting that Kentucky Power provided customer notice pursuant to 807 KAR 5:011, Section 8(2)(b)(2) of the proposed changes to Kentucky Power's pole attachment tariff.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

STITES & HARBISON PLLC



Katie M. Glass

KMG

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of: TFS2022-00113

Affidavit Of Scott E. Bishop

Scott E. Bishop, after being duly sworn, states and deposes as follows:

1. I am of the age of majority and competent to make this affidavit. The statements contained in this affidavit are based on my own personal knowledge, or my review of the records of Kentucky Power Company within my custody and control.

2. I am employed by Kentucky Power Company (“Kentucky Power” or “Company”) as a Regulatory Consultant. My business address is 1645 Winchester Avenue, Ashland, Kentucky. I am an authorized representative of Kentucky Power.

3. On February 28, 2022, Kentucky Power mailed by means of USPS first class mail a notice in the form of **Exhibit 1**, attached hereto, of the proposed revisions to Tariff Sheet Nos. 16-1 through 16-5, and new Tariff Sheet Nos. 16-6 through 16-12, to each of the 62 customers with which the Company currently has a pole attachment agreement. Kentucky Power Company retains proof of these notices being mailed in its records.

4. Of the 62 notices mailed on February 28, 2022, four mailings were returned as undeliverable, including two mailings to Mobilitie Investment III, one mailing to Dyno East t/a Mountain Valley Explosives, and one mailing to Birch Communications, Inc.

5. On March 15, 2022, I emailed a copy of the notice attached as Exhibit 1 to the respective email addresses on file with the Company for Mobilitie Investment III and Birch

Communications, Inc. The email to Mobilitie Investment III was delivered successfully. The email to Birch Communications, Inc. was returned as undeliverable.

6. On March 18, 2022, I emailed a copy of the notice attached as Exhibit 1 to a second email address obtained for Birch Communications, Inc. It also returned as undeliverable. Upon further investigation I learned that Birch Communications, Inc. merged or was acquired by a company called “Fusion Connects.” I mailed by USPS first class mail on March 18, 2022 a copy of the notice attached as Exhibit 1 to the headquarters address of Fusion Connects in Atlanta, Georgia.

7. Upon further investigation I also discovered an additional address for Dyno East t/a Mountain Valley Explosives. On March 18, 2022, I mailed by USPS first class mail a copy of the notice attached as Exhibit 1 to that address.

8. Of the original 62 mailings, 60 have been successfully delivered by mail or email as detailed herein. The March 18, 2022 mailings to Birch Communications, Inc. and Dyno East t/a Mountain Valley Explosives have not been returned as undeliverable.

9. The Company has exhausted its resources for obtaining additional contact information for either Birch Communications, Inc. and Dyno East t/a Mountain Valley Explosives.

FURTHER THE AFFIANT SAYETH NAUGHT.

Scott E. Bishop
Scott E. Bishop

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF BOYD)

The foregoing affidavit was signed and sworn to before me this 24 day of
March, 2022 by Scott E. Bishop

My commission expires: 3-22-2023.

Carol Greene
Notary Public

CAROL GREENE
Notary Public - State at Large
Kentucky
My Commission Expires: Mar. 22, 2023
Notary ID 619841

CUSTOMER NOTICE OF TARIFF CHANGE

NOTICE

PLEASE TAKE NOTICE that on or before February 28, 2022, Kentucky Power Company (“Company”) will file with the Kentucky Public Service Commission (the “Commission”) revisions to its tariff governing pole attachments—Tariff C.A.T.V (the “Tariff”). The revisions are intended to update the Tariff to reflect the Company’s current practices and to conform the Tariff to the Commission’s new pole attachment regulations, 807 KAR 5:015 – Access and Attachments to Utility Poles and Facilities. If approved and not suspended, the revised Tariff will become effective on March 31, 2022. Company’s substantive revisions to the Tariff include, but are not limited to, those outlined below.

Section 1 – Availability of Service

In accordance with Section 2(1) of 807 KAR 5:015, the revised Tariff clarifies that “broadband internet providers,” “governmental units” and “telecommunications carriers” are eligible to take service under the Tariff. The following entities may not take service under the revised Tariff: (1) utilities that have joint use agreements with Company; and (2) entities seeking to attach macro cell facilities to Company Facilities.

Section 3 – Rate

The original rates for a two-user pole and three-user pole are retained, but additional language is added to the revised Tariff to clarify that such rates only apply to wireline attachments. The following rates are added to the revised Tariff: (1) \$2.70/linear foot per year for attachments within ducts or conduit; (2) \$150/attachment per year for wireless facilities attached to the top of distribution poles; and (3) \$75/attachment for wireless facilities attached within the communications space on distribution poles.

Section 4 – Company Facilities Subject to Attachment

The title of this section is revised to “Company Facilities Subject to Attachment” from “Pole Subject to Attachment,” and the original language in this section, which addresses Company’s application and make-ready processes, is relocated to a new Section 6 (Applications) in the revised Tariff. As revised, this section: (1) outlines Operator’s mandatory right of access under Section 2(1) of 807 KAR 5:015; (2) sets forth the grounds upon which Company can deny access under Section 2(1)(a) of 807 KAR 5:015; and (3) makes clear that the rights of an Operator to Company Facilities are limited to that of a licensee.

New Section 6 - Applications

Applications: The language governing the application and make-ready processes in the current Tariff is relocated to this new Section 6 and modified to comply with 807 KAR 5:015. If an Operator intends to submit an application (or multiple applications within thirty (30) days) seeking

attachments to more than 300 poles, the Operator is now required to provide Company with at least sixty (60) days' advance written notice before submitting such application (or applications) in accordance with Section 4(7)(f) of 807 KAR 5:015.

Make-Ready Surveys: The revised Tariff incorporates Company's right—pursuant to Section 4(2)(b)6 of 807 KAR 5:015—to require prepayment for make-ready surveys and establishes a per pole estimate for make-ready surveys. The timelines applicable to Company under Section 4(1)(b) of 807 KAR 5:015 for completing make-ready surveys are also incorporated.

Timeline for Reviewing an Application on the Merits: In accordance with Section 4(2)(b)1 of 807 KAR 5:015, the revised Tariff establishes an alternative timeline for reviewing applications for "Larger Orders" on the merits. A "Larger Order" is an application (or multiple applications if received within thirty (30) days of one another) that seeks to make attachments to more than 300 poles: sixty (60) days from receipt of a complete application (or applications).

Make-Ready Estimates: In accordance with Section 4(3) of 807 KAR 5:015, the revised Tariff requires Company to provide an Operator with a statement of the estimated costs for any necessary Company make-ready work within fourteen (14) days of approval of an application. The deadline for an Operator to accept a make-ready estimate is fourteen (14) days from date of receipt. A make-ready estimate is deemed to be withdrawn if payment is not received by Company within the 14-day timeline.

Section 7 – Standards for Installation

The revised Tariff requires Operators to complete the installation of their attachments within thirty (30) days from the date their applications are approved by Company, or in the event make-ready is required, the date of completion of such make-ready. Within seven (7) days of completing the installation of an attachment, Operators are required to provide Company with notice of completion. Company is provided ninety (90) days following receipt of an Operator's notice of completion to perform a post-inspection on an Operator's attachments. If a post-inspection reveals that an attachment installation caused property damage or code violations, the revised Tariff provides Company with the right to either: (1) correct the violation or property damage at Operator's sole expense or (2) require Operator to correct the violation or property damage at its own expense within fourteen (14) days.

New Section 8 – Tagging Requirement

Operators are required to tag all attachments upon installation. In addition, Operators are required to tag all untagged attachments within 180 days of the effective date of the revised Tariff.

New Section 9 – Overlashing

The revised Tariff incorporates a new overlashing provision that conforms with Section 3(5) of 807 KAR 5:015. Operators are required to provide Company with at least thirty (30) days' advance notice before overlashing, or allowing a third party to overlash, their existing wireline facilities. Operators are responsible for all overlashing on their wireline facilities, including overlashing

performed by third parties, and are required to ensure that all such overlashing complies with all applicable standards. Operators must notify Company within fifteen (15) days of completion of an overlash, and upon receipt of such notice, Company has ninety (90) days to inspect such overlash to determine whether it has caused any code violations or property damage. In the event an overlash has caused property damage or a code violation, Company has the same remedies set forth in Section 7 above.

Section 10 – Pole Installation or Replacement; Rearrangement; Guying

To comply with Section 6(1) of 807 KAR 5:015, the advance written notice requirement applicable to Company's replacement, modification or removal of a Company Facility or attachment is increased to sixty (60) days from forty-eight (48) hours. The foregoing timeline does not apply to: (1) make-ready notices pursuant to Section 4 of 807 KAR 5:015; (2) routine maintenance by Company; or (3) replacements, modifications or removals made by Company in response to an emergency.

New Section 11 – Self-Help Remedy

The revised Tariff recognizes an Operator's right, pursuant to Section 4(9) of 807 KAR 5:015, to perform self-help make-ready surveys or to perform self-help make-ready above the communications space if Company fails to complete such work within the applicable timelines and lacks good and sufficient cause to deviate from such timelines. Self-help make-ready surveys and self-help make-ready above the communications space must be performed by "approved contractors." In accordance with Section 4(9)(d) of 807 KAR 5:015, Operators are barred from performing self-help pole replacements.

New Section 12 – One-Touch Make-Ready

The one-touch make-ready ("OTMR") framework in Section 4(10) of 807 KAR 5:015 is incorporated into the revised Tariff. The OTMR framework establishes a more expedient process for deploying new wireline facilities within the communications space on distribution poles. To the extent that a distribution pole can accommodate a new attachment solely through "simple make-ready," as that term is defined in Section 1(12) of 807 KAR 5:015, the OTMR framework allows an Operator to perform the requisite make-ready on existing wireline facilities within the communications space, as opposed to having to wait on the existing attachers to complete such make-ready. Operators are required to use an "approved contractor" to perform make-ready surveys but can use qualified contractors to perform make-ready work within the communications space.

Section 13 – Pole Inspection

The revised Tariff includes additional language describing the circuit inspections Company performs to satisfy its regulatory inspection obligations under 807 KAR 5:006. During these inspections, Company inspects each distribution pole within the circuit for signs of damage or deterioration and flags deficient poles for corrective action. The revised Tariff provides that, if a dispute arises with an Operator regarding the condition of a distribution pole, the following is

sufficient to overcome the negative presumption in Section 7(7)(b) of 807 KAR 5:015: (a) records indicating that the distribution pole in dispute was inspected as part of a circuit inspection; and (b) the absence of Company records showing that the distribution pole in dispute is deficient and in need of replacement.

New Section 14 – Transfer of Attachments to New Poles

Pursuant to Section 6(3) of 807 KAR 5:015, the revised Tariff requires Operators to transfer their attachments within sixty (60) days of receiving written notice from Company. Where an Operator fails to transfer its attachments within the foregoing transfer period, or if a transfer must be expedited for safety or reliability reasons, the revised Tariff provides Company with the right to complete the transfer at the Operator's sole risk and expense.

New Section 15 – Attachment Inventory

The revised Tariff incorporates Company's existing practice with respect to attachment inventories. Company will provide advance notice of field inventories and an Operator may participate in the field inventory at its own expense. An Operator is required to reimburse Company for the costs Company incurs in performing the field inventory. If the attachments of multiple attaching entities are inspected during a single field inventory, then an Operator is required to share in the cost of the field inventory pro rata. If a field inventory reveals that an Operator has more attachments on Company Facilities than Company has records for, the excess number of attachments are deemed to be "unauthorized attachments."

Section 16 – Unauthorized Attachments

For purposes of calculating unpaid charges and fees owed to Company, unauthorized attachments are presumed to have existed on Company Facilities for two (2) years. The revised Tariff creates new penalties for different types of unauthorized attachments in the following amounts: (1) \$25 for each unauthorized attachment within the communications space on a distribution pole; (2) \$500 for each unauthorized attachment above the communications space on a distribution pole; and (3) \$500 for each unauthorized attachment within a duct. Operator is required to submit an application for any unauthorized attachments within sixty (60) days of discovery of the unauthorized attachments. Where an Operator fails to timely submit an application for its unauthorized attachments or otherwise fails to comply with Company's application process, the revised Tariff allows Company to remove such unauthorized attachments at the Operator's sole cost and expense.

New Section 19 – Limitation of Liability

Under the revised Tariff, neither Company nor any of its representatives bear any liability for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues, or diminution in value arising out of, relating to, or in any way connected with the revised Tariff or a pole attachment license agreement between Company and an Operator. The foregoing limitation of liability does not apply to damages or liability resulting from Company's gross negligence or willful misconduct.

Section 20 – Insurance

The mandatory minimum limits of an Operator's bodily injury and property damage liability insurance is increased from \$1,000,000/occurrence to \$5,000,000/occurrence.

New Section 21 – Performance Assurance

Operators are now required to provide Company with a letter of credit or surety bond to guarantee payment of any sums which may become due under the revised Tariff or pursuant to a pole attachment license agreement. The revised tariff establishes the following incremental performance assurance requirements for wireline attachments: (1) \$20/attachment for the first 7,500 wireline attachments; (2) \$10/attachment for the next 7,500 wireline attachments; and (3) \$5/attachment for each additional wireline attachment over 15,000. The revised Tariff also establishes a \$1,500 performance assurance requirement for each Company Facility to which an Operator attaches a wireless facility. If an Operator's performance assurance lapses or is terminated for any reason and Operator lacks the performance assurance required under the revised Tariff, Company may require the Operator to remove its attachments from Company Facilities within sixty (60) days of such lapse or termination. If an Operator fails to remove its attachments within such sixty (60) days, Company may remove the Operator's attachments at the Operator's sole risk and expense.

Section 25 – Payment

The 5% surcharge for late payments in the current Tariff is deleted. In its place, the revised Tariff states that simple interest shall accrue on late payments at a monthly rate of 1.5%.

Section 26 – Default or Non-Compliance

The revised Tariff extends the cure period for non-compliance or default from thirty (30) days to sixty (60) days. The revised Tariff also extends the timeline within which an Operator must remove its attachments from Company Facilities following termination of the Operator's rights to attach from thirty (30) days to sixty (60).

New Section 27 - Notices

The permissible methods for serving required notices under the revised Tariff are outlined. Operators are required to designate authorized representatives for receiving notices from Company. Operators are responsible for maintaining current contact information for their authorized representatives with Company, including name, title, mailing address and electronic mailing address.

Section 28 – Prior Agreements

The revised Tariff, upon its effective date, will terminate and supersede all previous agreements between Company and any Operator covered by the revised Tariff.

A complete copy of the proposed tariff containing the proposed text changes to the terms and conditions for pole attachment service may be obtained by submitting a written request by email to lastefanko@aep.com or by mail to Kentucky Power Company, Kentucky Power Company, C/O Scott Bishop, 1645 Winchester Avenue, Ashland, Kentucky 41101.

A person may examine Company's proposed tariff at the offices of Company located at 1645 Winchester Avenue, Ashland, Kentucky 41101; Cannonsburg (Ashland) Service Center, 12333 Kevin Avenue, Ashland, Kentucky 41102; Hazard Service Center, 1400 E. Main Street, Hazard, Kentucky 41701; and Pikeville Service Center, 3249 N. Mayo Trail, Pikeville, Kentucky 41501; Paintsville Service Center, 416 Tays Branch Road, Paintsville, KY 41240; Whitesburg Service Center, 117 Madison Street, Suite A, Whitesburg, Kentucky 41858., and may view and download the proposed tariff at Company's website at www.kentuckypower.com. A person may also examine the proposed tariff 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 may view and download the proposed tariff through the Commission's website at <http://psc.ky.gov>.

Comments regarding the proposed tariff may be submitted to the Commission by mail to Kentucky Public Service Commission, Post Office Box 615, Frankfort, Kentucky 40602, or by email to psced@ky.gov.

The terms and conditions in the revised Tariff are proposed by Company, but the Commission may order terms and conditions that differ from those proposed. A person may submit a timely written request for intervention to the Commission by email to psced@ky.gov or mail to Kentucky 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 initial publication or mailing of the notice, the Commission may take final action on the proposed tariff.