

TARIFF C. A. T. V.
(Cable Television Pole Attachment)

AVAILABILITY OF SERVICE.

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.

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.

RATE.

Charge for attachments on a two-user pole \$ 10.82 per-attachment per year
Charge for 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.

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.

POLE SUBJECT TO ATTACHMENT.

When an Operator proposes to furnish cable television service within the Company's operating area and desires to make attachments on certain distribution poles of Company, Operator shall make written application, on a form furnished by Company, to install attachments specifying the location of each 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 attached to the pole. Within forty-five (45) days after receipt of the 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. Operator shall reimburse Company for any expenses incurred in reviewing such written applications for attachment. Operator shall have a non-exclusive right to use such poles of Company as may be used or reserved for use by Operator and any other poles of Company when brought hereunder in accordance with the procedure hereinafter provided. Company shall have the right to grant, by contract or otherwise to others rights or privileges to use any 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. 16-2)

DATE OF ISSUE: April 9, 2021
DATE EFFECTIVE: Service Rendered On And After January 14, 2021
ISSUED BY: /s/ Brian K. West
TITLE: Vice President, Regulatory & Finance
By Authority of Orders of the Public Service Commission
In Case No. 2020-00174 dated January 13, 2021; January 15, 2021; February 22, 2021, and March 17, 2021



CANCELLED

KENTUCKY POWER COMPANY
December 28, 2022

**KENTUCKY PUBLIC
SERVICE COMMISSION**

P.S.C. KY. NO. 12 ORIGINAL SHEET NO. 16-2 T
CANCELLING P.S.C. KY. NO. 11 ORIGINAL SHEET NO. 16-2 T

**TARIFF C.A.T.V. (Cont'd.)
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STANDARDS FOR INSTALLATION.

All 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 poles covered by this Tariff. All such attachments and equipment shall be installed and at all times maintained by Operator so as to comply at least with the minimum requirements of the National Electrical Safety Code and any other applicable regulations or codes promulgated by state, local or other governmental authority having jurisdiction there over. Power 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.

POLE INSTALLATION OR REPLACEMENT; REARRANGEMENTS; GUYING.

In any case Operator proposes to install attachments on a pole to be erected by Company in a new location, and to provide adequate space or strength to accommodate such 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 share ownership of poles, the cost of such extra height and/or strength shall be paid to Company by Operator. Such cost shall be the difference between the cost in place of the new pole and the current cost in place of a pole considered by Company to be adequate for the facilities of Company and the attachments of such other persons.

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

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

If because of the requirements of its business, Company proposed to replace an existing pole on which Operator has any attachment, or Company proposed 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 applicable codes or the provisions of this Tariff or are otherwise hazards Company shall give Operator not less than 48 hours notice of such proposed replacement or change, or any such violation or hazard, unless an emergency requires a shorter period. In such event, Operator shall at its expense relocate, rearrange or modify its attachments at the time specified by Company. If Operator fails to do so, or if any such emergency makes notice impractical, Company shall perform such relocation or rearrangement and Operator shall reimburse Company for the reasonable cost thereof.

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

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

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**KENTUCKY
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Linda C. Bridwell
Executive Director



EFFECTIVE

1/14/2021

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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POLE INSPECTION.

P.S.C. KY. NO. 12 ORIGINAL SHEET NO. 16-3 T
CANCELLING P.S.C. KY. NO. 11 ORIGINAL SHEET NO. 16-3 T

TARIFF C.A.T.V. (Cont'd.)
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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 poles. 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.

UNAUTHORIZED ATTACHMENTS.

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.

ABANDONMENT BY OPERATOR.

Operator may at any time abandon the use of a pole hereunder by removing therefrom all of its attachments and by giving written notice thereof, on a form provided by the Company, and no pole shall be considered abandoned until such notice is received.

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 facilities of Operator on the poles of Company under this Tariff, when due to any act, omission or negligence of Operator, or to any such act, omission or negligence of Operator's respective representatives, employees, agents or contractors.

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 \$1,000,000 for any one occurrence
- (b) Comprehensive property damage liability insurance in an amount not less than \$500,000 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 attachments at Company's poles, 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.

(Cont'd on Sheet 16-4)

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P.S.C. KY. NO. 12 ORIGINAL SHEET NO. 16-4 T
CANCELLING P.S.C. KY. NO. 11 ORIGINAL SHEET NO. 16-4 T

**TARIFF C.A.T.V. (Cont'd.)
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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 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.

CHARGES AND FEES.

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

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.

FEES FOR ADDITIONAL ATTACHMENTS OR REMOVALS.

For attachments made 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 with the date of attachment or removal on the Operator's next bill.

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 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 shall invoice any deficiency or refund any excess to Operator after the current amount of such payment has been determined.

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 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 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 30 days of Company providing notice of termination. If Operator fails to remove such attachments within 30 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.

No liability shall be incurred by Company because of any or all such actions except for 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.

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

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TARIFF C. A. T. V. (Cont'd)
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PRIOR AGREEMENTS.

This Tariff terminates and supersedes any previous agreement, license or joint use affecting Company's poles and Operator's attachments covered herein.

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.

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.

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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