

CANCELLED

KENTUCKY POWER COMPANY
January 16, 2024

**KENTUCKY PUBLIC
SERVICE COMMISSION**

1. AVAILABILITY OF SERVICE.

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

2. DEFINITIONS

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

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

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

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

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

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

“NESC” means the National Electrical Safety Code.

“Larger Order” means an application, or 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: January 17, 2023
DATE EFFECTIVE: Service Rendered On And After December 28, 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. 2022-00105 Dated December 28, 2022
807 KAR 5:015, eff.2-1-2022

**KENTUCKY
PUBLIC SERVICE COMMISSION**
Linda C. Bridwell
Executive Director

EFFECTIVE
12/28/2022
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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**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)

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**KENTUCKY PUBLIC
SERVICE COMMISSION**

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

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

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. If the actual cost of performing the make-ready survey is less than the amount of Operator's prepayment, then Company shall issue Operator a refund for the difference. 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)

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7. STANDARDS FOR INSTALLATION.

P.S.C. KY. NO. 12 1st REVISED SHEET NO. 16-4
CANCELLING P.S.C. KY. NO. 12 ORIGINAL SHEET NO. 16-4

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

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 December 28, 2022 shall be tagged by Operator by no later than December 31, 2024.

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

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10. POLE INSTALLATION OR REPLACEMENT; REARRANGEMENTS; GUYING.

In any case Operator proposes to install Attachments on a pole to be erected by Company in a new location, and 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.

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.

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

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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 seventy-five (75) 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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14. TRANSFER OF ATTACHMENTS TO NEW POLES.

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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.

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P.S.C. KY. NO. 12 ORIGINAL SHEET NO. 16-8
CANCELLING P.S.C. KY. NO. XX _____ SHEET NO. 16-8

**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)



DATE OF ISSUE: January 17, 2023
 DATE EFFECTIVE: Service Rendered On And After December 28, 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. 2022-00105 Dated December 28, 2022
 807 KAR 5:015, eff.2-1-2022



CANCELLED

KENTUCKY POWER COMPANY

January 16, 2024

**KENTUCKY PUBLIC
SERVICE COMMISSION**

P.S.C. KY. NO. 12 ORIGINAL SHEET NO. 16-10
CANCELLING P.S.C. KY. NO. XX _____ SHEET NO. 16-10

**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.

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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.

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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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KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 12/28/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**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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