

**CANCELLED**

May 28, 2025

**KENTUCKY PUBLIC  
SERVICE COMMISSION****Tariff P.A. Continued  
(Pole Attachments)****Company's Pole Attachment Policy Handbook; Website Continued**

The Pole Attachment Policy handbook can be found at <https://www.kentuckypower.com/business/b2b/pole-attachment>. This website, which is maintained by Company, also includes: (a) the certificate that Operator is required to submit in accordance with Sections 3(5)(b)1 and 4(2)(a)1, 807 KAR 5:015E; (b) the identity and contact information for contractors approved by Company to conduct surveys and self-help above the communications space; (c) Company's construction standards applicable to Attachments; (d) contact information for Company personnel responsible for invoicing, payment, make-ready work, and escalation of disputes; and (e) other relevant information.

Company reserves the right to update or revise the information posted on the above-referenced website from time to time. Attachment Customer shall ensure that it is utilizing up-to-date information before taking any action upon such information.

**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 ninety (90) days' advance written notice before submission to Company. Company will notify Operator, within the time required by law, 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 the time required by law 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.

Within the time required by law 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.

*Continued on Sheet 12-4*

DATE OF ISSUE: July 31, 2024  
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ISSUED BY: /s/ Tanner S. Wolfram  
TITLE: Director Regulatory Services  
By Authority of an Order of the Public Service Commission  
In Case No.: 2023-00416 Dated May 31, 2024

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

EFFECTIVE

**8/31/2024**

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

**Tariff P.A. Continued  
(Pole Attachments)****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 (except that such notice may be provided within fifteen (15) days after completing the installation of Attachments during the period 807 KAR 5:015E is effective), 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 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.

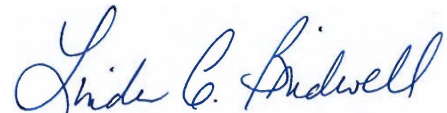
Operator shall notify Company within fifteen (15) days of completion of an overlash on a particular pole. Within ninety (90) days of receiving such notice, Company will perform an inspection at Operator's expense to determine whether the overlash caused any damage to Company property or resulted in any 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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**KENTUCKY PUBLIC  
SERVICE COMMISSION***Continued on Sheet 12-5*

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

**Tariff P.A. Continued  
(Pole Attachments)****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 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 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.

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 or 807 KAR 5:015E; (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.

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.

**11. Self-Help Remedy**

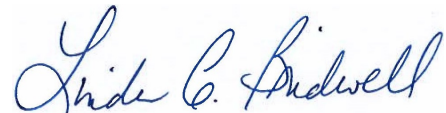
If Company is unable to meet the timelines in 807 KAR 5:015 (or 807 KAR 5:015E during the period such emergency regulation is effective) for completing a survey or completing make-ready work above the Communications Space, and if Company lacks good and sufficient cause to deviate from such timelines, Operator may perform such work at its own expense using an Approved Contractor. Operator shall refer to Company's 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 performing 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.

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*Continued on Sheet 12-6***KENTUCKY  
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Executive Director**EFFECTIVE****8/31/2024**

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

## Tariff P.A. Continued (Pole Attachments)

### 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 as allowed by 807 KAR 5:015. 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.

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 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.

### 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.

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*Continued on Sheet 12-7*

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