

P.S.C. Electric No. 13, Second Revision of Original Sheet No. 40.4
Canceling P.S.C. Electric No. 13, First Revision of Original Sheet No. 40.4

Pole and Structure Attachment Charges

Attachment Customer shall follow all Company processes, procedures, standards, directives, and any updates thereto, but only to the extent that they do not conflict with 807 KAR 5:015 (or 807 KAR 5:015E during the period such emergency regulation is effective) or this Schedule.

An executed Contract shall be for a term of 10 (ten) years and shall thereafter automatically renew for successive one (1) year periods unless Company or Attachment Customer provides the other with written notice of termination at least sixty (60) days prior to the renewal date.

The following materials can be found at <https://lge-ku.com/pole-attachment-services>, which is a website maintained by Company:

1. The certificate that Customer is required to submit in accordance with Sections 3(5) and 4(2)(a)1, 807 KAR 5:015E;
2. The identity and contact information for contractors approved by Company to conduct surveys and self-help above the communications space;
3. Company's construction standards applicable to Attachments;
4. Contact information for Company personnel responsible for invoicing, payment, make-ready work, and escalation of disputes;
5. Company's Third Party Pole Attachment Handbook; and
6. 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

Attachments to Company's Structures that do not interfere with Company's electric service requirements and the Attachments of existing Customers and joint users shall be permitted in accordance with the terms and conditions of this Schedule and 807 KAR 5:015 (or 807 KAR 5:015E during the period such emergency regulation is effective). The Terms and Conditions set forth in Section 5 of the Company's Electric Service Tariff shall also be applicable to the extent they are not in conflict with or inconsistent with this Schedule's provisions or applicable law.

No Attachments shall be made to Company's Structures until Attachment Customer has executed a Contract for Attachment to Company Structures. The Contract shall incorporate the terms and conditions set forth in this Schedule.

No use, however extended, of Company Structures shall create or vest in Attachment Customer any right, title or interest in the Structures. A Contract confers only a non-exclusive right to affix and install Attachments to and on Company's Structures. Company is not required to maintain any Structure for a period longer than demanded by its electric service requirements.

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

Louisville Gas and Electric Company

P.S.C. Electric No. 13, Second Revision of Original Sheet No. 40.6
Canceling P.S.C. Electric No. 13, First Revision of Original Sheet No. 40.6

Standard Rate

PSA

Pole and Structure Attachment Charges

7. ATTACHMENT APPLICATIONS AND PERMITS

a. Unless waived by Company, Attachment Customer shall make written application, in the form and manner prescribed by Company for permission to install Attachments on or in any Structure.

i. Except for the period during which 807 KAR 5:015E is in effect, Attachment Customer shall provide Company at least sixty (60) days' advance written notice before submitting an application to make Attachments to more than three hundred (300) poles. For purposes of determining whether the advance notice requirement applies, as well as for determining Company's timelines for completing Make Ready Surveys and make-ready work, Company will treat multiple applications from Attachment Customer as a single application if such applications are received by Company within thirty (30) days of one another. By way of example, if Attachment Customer intends to submit four (4) applications within a thirty (30) day period, and each application requests Attachments on one hundred (100) poles, then Attachment Customer would be required to provide Company with sixty (60) days' advance written notice of such applications, and the timelines applicable to Larger Orders (as set forth in Section 7.h.) would apply to Company's performance of Make Ready Surveys and make-ready work.

ii. During the period 807 KAR 5:015E is in effect, Attachment Customer shall provide at least ninety (90) days' advance written notice before submitting an application or applications to make Attachments to more than 500 poles in any thirty (30) day period. By way of example, if Attachment Customer intends to submit four (4) applications within a thirty (30) day period, and each application requests Attachments on one hundred and fifty (150) poles, then Attachment Customer would be required to provide Company with ninety (90) days' advance written notice of such applications, and the timelines applicable to Larger Orders (as set forth in Section 7.h.) would apply to Company's performance of Make Ready Surveys and make-ready work.

iii. The notice required in Section 7.a.i. and 7.a.ii. above shall be provided in the form and manner set forth in Company's Third Party Pole Attachment Handbook

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May 28, 2025

**KENTUCKY PUBLIC
SERVICE COMMISSION**


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On and After September 30, 2024

ISSUED BY: /s/ Robert M. Conroy, Vice President
State Regulation and Rates
Louisville, Kentucky

**KENTUCKY
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Linda C. Bridwell
Executive Director



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9/30/2024

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

Louisville Gas and Electric Company

P.S.C. Electric No. 13, Second Revision of Original Sheet No. 40.7
Canceling P.S.C. Electric No. 13, First Revision of Original Sheet No. 40.7

Standard Rate

PSA

Pole and Structure Attachment Charges

- b. Each application submitted by Attachment Customer shall include: (1) in the case of poles, the owner, number and location of all Structures for which license to attach is sought and the amount of space required thereon; (2) in the case of Ducts, the number of linear feet of Duct space and the specific location of each such Duct to be utilized, the amount of requested space, the nature of any changes or inner Duct or Ducts proposed to be installed and any other construction that might be required by the proposed Attachments; (3) the physical attributes of all proposed Attachments; (4) the proposed start date for installation of the Attachments; (5) any issues then known to Attachment Customer regarding space, engineering, access or other matters that might require resolution before installation of Attachments; and (6) proposed make ready drawings. Company may request additional information be included with the application at its reasonable discretion. Company may, in its sole discretion, require a Make Ready Survey as part of a complete application (except for the period during which 807 KAR 5:015E is in effect).

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- c. Attachment Customer shall be responsible for all costs associated with the application, a Make Ready Survey, and Company's review of the application. Attachment Customer shall reimburse Company upon presentation of an invoice for such costs. Company may, in its sole discretion, require prepayment for Company's review of Attachment Customer's application. The current per pole estimates for application review are provided in the chart below:

Scope of Work	Per Pole Estimate
Application Review – Wireline Attachments	\$75.00
Application Review – Wireless Attachments	\$200.00

If the actual cost for application review exceeds Attachment Customer's prepayment, Attachment Customer shall reimburse Company for the difference upon presentation of an invoice for such amount. If the actual cost for application review is less than Attachment Customer's prepayment, Company shall issue Attachment Customer a refund for the difference.

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Unless Attachment Customer, during the period 807 KAR 5:015E is effective, submits a surety in accordance with Section 4(2)(a)6, 807 KAR 5:015E, Company will perform the Make Ready Survey at Attachment Customer's sole cost. Company will use commercially reasonable efforts to provide at least five (5) days advance notice of any field inspection to Attachment Customer and affected third parties, and the notice shall: provide the date, time and location of the field inspection; and identify the contractor, if any, that will perform the field inspection. Company may, upon written notice to Attachment Customer, waive the applicable period for performing the survey for purposes of accelerating Attachment Customer's right to perform self-help surveys under 807 KAR 5:015 or 807 KAR 5:015E.

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Linda C. Bridwell
Executive Director

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

Louisville Gas and Electric Company

P.S.C. Electric No. 13, Second Revision of Original Sheet No. 40.8
Canceling P.S.C. Electric No. 13, First Revision of Original Sheet No. 40.8

Standard Rate

PSA

Pole and Structure Attachment Charges

- d. Company shall notify Attachment Customer in writing whether its application for use of Company's Structures has been granted, of any necessary changes to the proposed construction drawings, and the conditions, if any, imposed on the installation or use of Attachments. Company shall provide such notice to Attachment Customer within the following timelines (except for the period 807 KAR 5:015E is effective):

Attachment Type	Structure Type	# of Structures	Timeline (Days)*
Wireline Attachment	Distribution Pole	300 or less	45
Wireline Attachment	Distribution Pole	301-1,000 (Larger Order)	60
Wireline Attachment	Distribution Pole	1,001 or more (High Volume)	N/A**
Wireless Facility	Distribution Pole	30 or less	45
Wireless Facility	Distribution Pole	31 or more (High Volume)	N/A**
Any Facility	Transmission Pole	1 or more	N/A
Any Facility	Duct	N/A	N/A

* Measured from the date on which Company designates an application as complete or the application is otherwise deemed complete pursuant to 807 KAR 5:015 (or 807 KAR 5:015E during the period 807 KAR 5:015E is effective), whichever date occurs first.

**The High Volume Plan framework in Section 7.j. applies.

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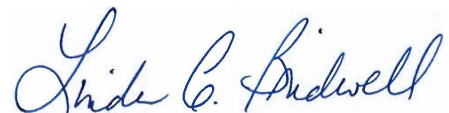
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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Louisville Gas and Electric Company

P.S.C. Electric No. 13, Second Revision of Original Sheet No. 40.9
Canceling P.S.C. Electric No. 13, First Revision of Original Sheet No. 40.9

Standard Rate

PSA

Pole and Structure Attachment Charges

For the period 807 KAR 5:015E is effective, the following timelines shall apply:

Attachment Type	Structure Type	# of Structures	Timeline (Days)*
Wireline Attachment	Distribution Pole	500 or less	45
Wireline Attachment	Distribution Pole	501-1,000	60
Wireline Attachment	Distribution Pole	1,001-1,500	75
Wireline Attachment	Distribution Pole	1,501-2,000	90
Wireline Attachment	Distribution Pole	2,001-2,500	105
Wireline Attachment	Distribution Pole	2,501-3,000	120
Wireline Attachment	Distribution Pole	3,001 or more	N/A**
Wireless Facility	Distribution Pole	30 or less	45
Wireless Facility	Distribution Pole	31 or more (High Volume)	N/A**
Any Facility	Transmission Pole	1 or more	N/A
Any Facility	Duct	N/A	N/A
* Measured from the date on which Company designates an application as complete or the application is otherwise deemed complete pursuant to 807 KAR 5:015 (or 807 KAR 5:015E during the period 807 KAR 5:015E is effective), whichever date occurs first.			
**The High Volume Plan framework in Section 7.j. applies.			

Company reserves the right to deny access to any Structure based upon lack of capacity, safety, reliability or engineering standards. Company may deny access to Transmission Poles in its discretion for any reason; provided that such denials shall be determined in a non-discriminatory manner. The following types of Transmission Poles are not available for Attachments under this Schedule: (1) Transmission Poles that do not support electric supply lines operated at less than 69kV and (2) Transmission Poles that support electric supply lines operated at 138kV or above.

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

Louisville Gas and Electric Company

P.S.C. Electric No. 13, Second Revision of Original Sheet No. 40.10
Canceling P.S.C. Electric No. 13, First Revision of Original Sheet No. 40.10

Standard Rate

PSA

Pole and Structure Attachment Charges

- e. Within fourteen (14) days of notifying Attachment Customer of the approval of its application, Company shall provide Attachment Customer a written statement of the costs of any necessary Company make-ready work, including but not limited to rearrangement of electric supply facilities and pole change out. Attachment Customer shall indicate its approval of the statement of necessary Company make-ready work by submitting payment of the statement amount within fourteen (14) days of receipt. If payment is not received by Company within fourteen (14) days, the statement of cost shall be deemed withdrawn. Within seven (7) days of receipt of Attachment Customer's payment, Company shall notify, in a manner consistent with applicable law, all third parties whose facilities might be affected by the make-ready, and thereafter provide Attachment Customer with contact information for, and copies of the notices sent to, such third parties. If facilities of a third party are required to be rearranged or transferred, Attachment Customer shall coordinate with the third party for such rearrangement or transfer and shall pay the costs related thereto. If Attachment Customer's application requests attachments to a Transmission Pole or Duct, Attachment Customer and Company shall mutually agree to a time period for preparation of a written statement of the costs of any necessary Company make-ready work.
- f. If an existing Structure is replaced or a new Structure is erected solely to provide adequate capacity for Attachment Customer's proposed Attachments, Attachment Customer shall pay a sum equal to the actual material and labor cost of the new Structure, as well as any replaced appurtenances, plus the cost of removal of the existing Structure minus its salvage value, within thirty (30) days of receipt of an invoice. The new Structure shall be Company's property regardless of any Attachment Customer payments toward its cost. Attachment Customer shall acquire no right, title or interest in or to such Structure.
- g. If Attachment Customer does not submit a Make Ready Survey as part of a complete application as set forth above in Section 7.c., and a Make Ready Survey has not otherwise been performed within the timelines established under Section 7.d., then: (1) for applications seeking to attach Cable to Distribution Poles, Attachment Customer may perform the Make Ready Survey through the use of an Approved Contractor; or (2) for applications seeking to make Attachments to a Transmission Pole or Duct, Company shall promptly meet with Attachment Customer to develop a mutually agreeable plan of performance. If Attachment Customer intends to have an Approved Contractor perform the Make-Ready Survey, Attachment Customer shall provide Company with at least five (5) days advance written notice of, and allow Company to be present for, any field inspection. The notice required in this paragraph shall include: the date and time of the survey; a description of the work involved; and the name of the Approved Contractor Attachment Customer has retained to perform the Make Ready Survey.

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MAY 28, 2025
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9/30/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Louisville Gas and Electric Company

P.S.C. Electric No. 13, Second Revision of Original Sheet No. 40.11
Canceling P.S.C. Electric No. 13, First Revision of Original Sheet No. 40.11

Standard Rate

PSA

Pole and Structure Attachment Charges

h. The following timelines for completing make-ready work apply to Company and commence upon the issuance of the notice required in Section 7.e. (except for the period during which 807 KAR 5:015E is effective):

Attachment Type	Structure Type	# of Structures in Application	Location of Make-Ready	Timeline (Days)
Wireline Attachment	Distribution Pole	300 or less	Within Communication Space	30
Wireline Attachment	Distribution Pole	301-1,000 (Larger Ord.)	Within Communication Space	75
Wireline Attachment	Distribution Pole	1,001 or more (High Vol.)	Within Communication Space	N/A**
Wireline Attachment	Distribution Pole	300 or less	Above Communications Space	105*
Wireline Attachment	Distribution Pole	301-1,000 (Larger Ord.)	Above Communications Space	150*
Wireline Attachment	Distribution Pole	1,001 or more (High Vol.)	Above Communications Space	N/A**
Wireless Facility	Distribution Pole	30 or less	Within Communication Space	30
Wireless Facility	Distribution Pole	31 or more (High Vol.)	Within Communication Space	N/A
Wireless Facility	Distribution Pole	30 or less	Above Communications Space	105*
Wireless Facility	Distribution Pole	31 or more (High Vol.)	Above Communications Space	N/A
Any Facility	Transmission Pole	1 or more	Any Location	N/A
Any Facility	Duct	N/A	N/A	N/A

* Includes Company's right to additional fifteen (15) days to complete make-ready in the power supply space. See 807 KAR 5:015, Section 4(4)(b)4.

**The High Volume Plan framework in Section 7.j. applies.

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May 28, 2025

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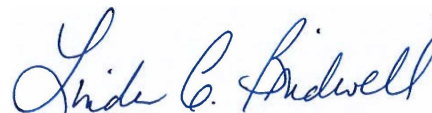
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Executive Director



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

Louisville Gas and Electric Company

P.S.C. Electric No. 13, Second Revision of Original Sheet No. 40.12
Canceling P.S.C. Electric No. 13, First Revision of Original Sheet No. 40.12

Standard Rate

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Pole and Structure Attachment Charges

For the time period 807 KAR 5:015E is effective, the following timelines for completing make-ready work apply to Company and commence upon the issuance of the notice required in Section 7.e.:

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Attachment Type	Structure Type	# of Structures in Application	Location of Make-Ready	Timeline (Days)
Wireline Attachment	Distribution Pole	500 or less	Within Communication Space	45
Wireline Attachment	Distribution Pole	501-1,000	Within Communication Space	60
Wireline Attachment	Distribution Pole	1,001-1,500	Within Communication Space	75
Wireline Attachment	Distribution Pole	1,501-2,000	Within Communication Space	90
Wireline Attachment	Distribution Pole	2,001-2,500	Within Communication Space	105
Wireline Attachment	Distribution Pole	2,501-3,000	Within Communication Space	120
Wireline Attachment	Distribution Pole	3,001 or more	Within Communication Space	N/A**
Wireline Attachment	Distribution Pole	500 or less	Above Communications Space	105*
Wireline Attachment	Distribution Pole	501-1,000	Above Communications Space	120*
Wireline Attachment	Distribution Pole	1,001-1,500	Above Communications Space	135*
Wireline Attachment	Distribution Pole	1,501-2,000	Above Communications Space	150*
Wireline Attachment	Distribution Pole	2,001-2,500	Above Communications Space	165*
Wireline Attachment	Distribution Pole	2,501-3,000	Above Communications Space	180*
Wireline Attachment	Distribution Pole	3,001 or more	Above Communications Space	N/A**
Wireless Facility	Distribution Pole	30 or less	Within Communication Space	30
Wireless Facility	Distribution Pole	31 or more (High Vol.)	Within Communication Space	N/A

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

Louisville Gas and Electric Company

P.S.C. Electric No. 13, Second Revision of Original Sheet No. 40.13
Canceling P.S.C. Electric No. 13, First Revision of Original Sheet No. 40.13

Standard Rate

PSA

Pole and Structure Attachment Charges

Table Continued from previous page:

Attachment Type	Structure Type	# of Structures in Application	Location of Make-Ready	Timeline (Days)
Wireless Facility	Distribution Pole	30 or less	Above Communications Space	105*
Wireless Facility	Distribution Pole	31 or more (High Vol.)	Above Communications Space	N/A
Any Facility	Transmission Pole	1 or more	Any Location	N/A
Any Facility	Duct	N/A	N/A	N/A
* Includes Company's right to additional fifteen (15) days to complete make-ready in the power supply space. See 807 KAR 5:015, Section 4(4)(b)4.				
**The High Volume Plan framework in Section 7.j. applies.				

In accordance with Section 4(8) of 807 KAR 5:015, Company may deviate from the timelines set forth above for good and sufficient cause that renders it infeasible for Company to timely complete make-ready. Good and sufficient cause shall include, *inter alia*, the following: (1) significant outage events caused by weather, natural disaster, or other type of emergency within Company's service territory; and (2) Company's obligation to provide mutual assistance to other electric utilities following a natural disaster or other type of emergency. In the event Company invokes its right to deviate from a make-ready timeline, Company shall immediately provide Attachment Customer written notice that: identifies the affected Structures; provides a reasonably detailed explanation for the deviation; and establishes a new completion date for the make-ready.

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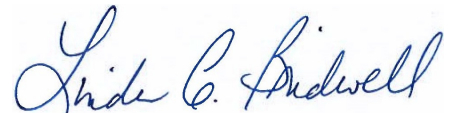
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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Louisville Gas and Electric Company

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Canceling P.S.C. Electric No. 13, First Revision of Original Sheet No. 40.14

Standard Rate

PSA

Pole and Structure Attachment Charges

- i. If Company fails to perform the make-ready work within the timelines set forth in Section 7.h., and lacks good and sufficient cause to deviate from such timelines, Attachment Customer may perform such work at its expense using an Approved Contractor, except that Attachment Customer may not: (1) perform such work with respect to Transmission Poles or Ducts; or (2) perform any pole replacements. Attachment Customer shall provide written notice to Company at least one week prior to performing any make-ready, and the notice shall identify the date and time of the make-ready; provide a description of the work involved; and state the name of the contractor being used by Attachment Customer. During the performance of any make-ready by Approved Contractors, an inspector designated by Company shall, at Company's option, accompany the Approved Contractor(s). The inspector, in his or her sole discretion, may direct that work be performed in a manner other than as approved in an application, based on the then-existing circumstances in the field. Attachment Customer shall notify Company immediately if the make-ready work causes any property damage or an outage that is reasonably likely to interrupt Company's services. Company shall refund any unexpended make-ready fees within thirty (30) days of notice that Attachment Customer has performed the make-ready work.
- j. The provisions set forth in Sections 7b through 7h that relate to time period and cost-reimbursement of Company's performance of application review and a Make Ready Survey, and the performance of make-ready work, shall not apply to High Volume Applications. Company and Attachment Customer submitting a High Volume Application shall develop a mutually agreeable plan of performance and cost reimbursement for Company's performance of application review and a Make Ready Survey, and the performance of make ready work, and Company and Attachment Customer shall set this plan to writing and shall file it with the Commission as a special contract.
- k. No written application to Company to affix and attach a Service Drop to Company's poles is required but Attachment Customer shall provide notice to Company within sixty (60) days of attachment of such Service Drop. This notice shall include the Service Drop location address (or a description of the location if the address is not available), the date of the attachment, the pole number of the pole to which the Service Drop is affixed or attached, and a statement as to whether the Service Drop constitutes a new Attachment to Company's pole for billing purposes. Any Service Drop affixed to a pole more than six (6) inches above or below a through-bolt shall be considered a separate Attachment for billing purposes. On drop or lift poles only, all Service Drops affixed within one foot of usable space shall be considered a single Attachment for billing purposes. Company may conduct an inspection of any Service Drop Attachments, and Attachment Customer shall reimburse Company within thirty (30) days of presentation of an invoice for such inspections.

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

Louisville Gas and Electric Company

P.S.C. Electric No. 13, Second Revision of Original Sheet No. 40.17
Canceling P.S.C. Electric No. 13, First Revision of Original Sheet No. 40.17

Standard Rate

PSA

Pole and Structure Attachment Charges

- c. Attachment Customer shall identify each of its Attachments with a tag, approved in advance by Company, that includes Attachment Customer's name, 24-hour contact telephone number, and such other information as Company may require. All Cable placed by Attachment Customer within a Company-owned or controlled Duct shall be enclosed within Attachment Customer furnished inner-duct and shall be clearly marked and identified as belonging to Attachment Customer at all access points. Service Drops do not need to be tagged. Attachment Customer shall tag an Attachment at the time of construction. Any untagged Attachment existing as of the date of execution of the Contract or the effective date of this Schedule, whichever is earlier, shall be tagged by Attachment Customer by no later than December 31, 2024. If the Company is required to relocate or remove an Attachment or otherwise contact the owner of an Attachment to effect repairs and the Attachment is untagged and cannot be readily identified, any expense incurred by Company to identify the Attachment owner shall be borne by the Attachment Customer. Further, the Company shall be considered to have provided notice to the owner of an untagged Attachment required under Section 16 of this Schedule upon inspecting the Attachment and determining that it is untagged.
- d. In the design, installation and maintenance of its Attachments, Attachment Customer shall comply with all Company standards and all federal, state and local government laws, rules, regulations, ordinances, or other lawful directives applicable to the work of constructing and installing the Attachments. All work shall be performed in accordance with the applicable standards of the NESC and the NEC, including amendments thereto adopted. Attachment Customer shall take all necessary precautions, by the installation of protective equipment or other means, to protect all Persons and property of all kinds against injury or damage caused by or occurring by reason of the construction, installation or existence of Attachments.
- e. Attachment Customer shall immediately report to Company (1) any damage caused to property of Company or others when installing or maintaining Attachments, (2) any Attachment Customer's failure to meet the requirements set forth in this Schedule for assuring the safety of Persons and property and compliance with laws and regulations of public authorities and standard-setting bodies, and (3) any unsafe condition relating to Company's Structures identified by Attachment Customer.
- f. Attachment Customer shall within sixty (60) days of the later of approval of the application for such Attachments or, if make-ready work is required under such approval, completion of make-ready work, complete installation of its Attachments and shall notify Company in writing upon its completion. If Attachment Customer fails to complete the installation (and so notify Company) within this time period, Company may revoke its permit for the Attachment. Prior to revoking the permit for the Attachment, Company shall provide written notice of the revocation to Attachment Customer. Company may conduct a post-construction inspection of such Attachments. Attachment Customer shall reimburse Company within thirty (30) days of presentation of an invoice for such inspections.

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ISSUED BY: /s/ Robert M. Conroy, Vice President
State Regulation and Rates
Louisville, Kentucky

CANCELLED
MAY 28, 2025
KENTUCKY PUBLIC SERVICE COMMISSION

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
9/30/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Louisville Gas and Electric Company

P.S.C. Electric No. 13, Second Revision of Original Sheet No. 40.20
Canceling P.S.C. Electric No. 13, First Revision of Original Sheet No. 40.20

Standard Rate

PSA

Pole and Structure Attachment Charges

- f. Attachment Customer shall not operate its Wireless Facility in a way that causes interference with Company-owned wireless facilities. Attachment Customer shall, after receiving notice from Company of such interference, immediately cease operating its Wireless Facility until it can be operated without causing such interference.
- g. All power supplies, equipment cabinets, meter bases and other equipment associated with the Wireless Facilities that are large enough to impede accessibility shall be installed off-pole, consistent with the applicable standards of the NESC, Company standards, and all applicable laws, rules, regulations, ordinances, and other applicable governmental directives.
- h. Attachment Customer shall not perform any construction, including but not limited to the initial installation of its Wireless Facilities or any maintenance thereof, above the Communications Space without receiving prior approval from Company as to the design, installation, and construction practices, which approval Company shall not unreasonably withhold.


11. OVERLASHING OF CABLE

- a. Attachment Customer shall provide Company with at least thirty (30) days' advance written notice, in the form and manner prescribed by Company, before Overlashing, or allowing a third-party to overlash, Attachment Customer's existing wireline Attachments. If Company determines that make-ready work is necessary to accommodate the proposed Overlashing, Company will notify Attachment Customer of the need for any such make-ready work and the parties shall follow the process set forth in Section 7.e. above. Attachment Customer may not proceed with Overlashing until any necessary make-ready work is completed. Attachment Customer shall reimburse Company for any costs incurred in evaluating the proposed Overlashing.
- b. Attachment Customer is responsible for all Overlashing performed on its wireline Attachments, including any Overlashing by a third party, and shall ensure that such Overlashing complies with Company's electric design and construction standards, the applicable provisions of the NESC and/or the NEC, and any other applicable law or code. If Overlashing of Attachment Customer'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, Attachment Customer shall be responsible, at its expense, for any necessary repairs or corrections.
- c. Attachment Customer 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 may, at Attachment Customer's expense, perform an inspection to determine whether the overlash caused any damage to Company property or resulted in any code violations. Company shall notify Attachment Customer of any damage to Company property or code violations within fourteen (14) days after the completion of its inspection. At Company's discretion, Company may either: (1) complete any necessary remedial work and bill Attachment Customer for the costs related to fixing the damage or correcting the code violations; or (2) require Attachment Customer to fix the damage or code violations at its own expense within fourteen (14) days of notice from Company.

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