

**CANCELLED**

August 31, 2024

**KENTUCKY PUBLIC  
SERVICE COMMISSION**

**RATE DPA**

Duke Energy Kentucky, Inc.  
1262 Cox Road  
Erlanger, Kentucky 41018

KY.P.S.C. Electric No. 2  
Fifth Revised Sheet No. 92  
Cancels and Supersedes  
Fourth Revised Sheet No. 92  
Page 1 of 10

**DISTRIBUTION POLE ATTACHMENTS**

**APPLICABILITY**

Applicable to the attachment of cable television system operators, telecommunications carrier, broadband internet provider, governmental units and other qualifying attachments to any distribution pole, or occupancy of any conduit of the Company by a person (attachee) who makes application on an appropriate Company form with submission of information and documents specified herein and in the application. Attachee must contract with Company in writing prior to attaching any facilities or occupying any conduit. Attachees with active joint use agreements are excluded from this rate. This rate does not expand the rights to attach to the Company's structures beyond rights established by law. Attachee shall refer to both attachments to distribution poles and occupancy of conduit. (T)

**ATTACHMENT CHARGES**

The following annual rental rate per foot of pole shall be charged for the use of each of the Company's poles:

\$8.59 per foot for a two-user pole.

\$7.26 per foot for a three-user pole.

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

For conduit occupancy, the occupancy fee shall be \$0.27 per linear foot. (N)

**PAYMENT**

Attachee shall pay to the Company for all authorized attachments an annual rental, as set forth above, for the use of each of the Company's pole or conduit, any portion of which is occupied by, or reserved at attachee's request for the attachments of attachee, at any time during the initial rental year. The first annual payment of rental for the previous rental year shall be due and payable on the first anniversary date of attachee's application. Subsequent payments of annual rental shall be due and payable on each succeeding anniversary date thereof. (T)

As newly authorized attachments are made after the initial rental year, rentals for such attachments shall be paid for the entire year if made within the six month period after any anniversary date, and for on-half year if made during the following six month period. For any attachments removed by attachee and for which the Company shall have received written notice from attachee, the yearly rental shall be

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**Linda C. Bridwell**  
Executive Director



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**12/28/2022**

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



**TERMS AND CONDITIONS (Cond.)**

- Company does deny attachee the right to attach to a pole or occupy conduit, the notification shall include all relevant evidence and information supporting the denial, and shall explain how the evidence and information relate to a denial of access for reasons of lack of capacity, safety, reliability, or engineering standards. (T)
3. The attachee and any existing attacher on the affected poles may be present for any field inspection conducted as part of the Company's survey to determine if the attachment will be permitted. The affected attachers will be notified not less than five (5) business days of any field inspections. Such notice shall provide the date, time, and location of the inspection, and the name of the contractor, if any, performing the inspection. If attachee has conducted and provided a survey, the Company may notify affected attachers of the intent to use the survey conducted by attachee and provide a copy of the survey to the affected attachers within the time period established in the preseding paragraph. If the Company determines, at its sole discretion, that a survey must occur, attachee shall be responsible for any and all actual costs of such survey, even if attachee decides not to go forward with said attachments. (N)
4. All attachments are to be placed on poles or in conduit of the Company in a manner satisfactory to the Company and so as not to interfere with the present or any future use which the Company may desire to make of such poles, wires, conduits or other facilities. All attachments shall be installed and maintained by attachee 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 federal, state, local or other governmental authority having jurisdiction. Attachee shall take any 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 attachee's attachments on the Company's poles or in the Company's conduits. The Company shall be the sole judge as to the requirements for the present or future use of its poles, conduits and equipment and of any interference therewith. (T)
5. In any case where it is necessary for the Company to replace a pole because of the necessity of providing adequate space or strength to accommodate the attachments of attachee thereon, either at the request of attachee or to comply with the above codes and regulations, the attachee shall pay the Company the total cost of this replacement. Such cost shall be the total estimated cost of the new pole including material, labor, and applicable overheads, plus the cost of transferring existing electric facilities to the new pole, plus the cost of removal of the existing pole and any other incremental cost required to provide for the attachments of the attachee, including any applicable taxes the Company may be required to pay because of this change in plant, minus salvage value of any poles removed. Attachee shall also pay to the Company and other owners thereof the cost of removing all existing attachments from the existing pole and re-establishing the same or like attachments on the newly installed pole. The new pole shall be the property of (T)

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**TERMS AND CONDITIONS (Cond.)**

- the Company regardless of any payments by attachee towards its cost and attachee shall acquire no right, title or interest in such pole. (T)
6. If attachee's proposed attachments can be accommodated on existing poles of the Company by rearranging facilities of the Company and of other attachees or permittees thereon, such rearrangement shall be made by the Company and such other attachees or permittees, and attachee shall on demand reimburse the Company and such other attachees or permittees for any expense incurred by them in transferring or rearranging such facilities. Any additional guying required by reason of the attachments of attachee shall be made by attachee at its expense, and to the satisfaction of the Company. (T)
7. A written itemized estimate of the make-ready charges pursuant to paragraphs 5 and 6 above, on a pole-by-pole basis if requested and reasonably calculable, will be provided to attachee within fourteen (14) days of the notification that the attachment will be permitted. The estimate shall include documentation that is sufficient to determine the basis of all estimated charges, including any projected material, labor, and other related costs that form the basis of the estimate. The Company may withdraw an outstanding estimate of charges beginning fourteen (14) days after the estimate is presented. (N)  
(N)  
(N)  
(N)  
(N)  
(N)  
(N)
8. The Company shall, as soon as practical but not more than seven (7) days after receipt of payment for any make-ready work, notify all known entities with existing attachments in writing that could be affected by the make-ready work. Such notification shall (1) state where and what make-ready will be performed; (2) state a date for completion of make-ready that is no later than thirty (30) days after notification is sent for communication space and no later than ninety (90) days after notification for above the communication space; (3) state that any entity with an existing attachment may modify the attachment consistent with the specified make-ready before the date established for completion; (4) state that, if make-ready is not completed by the completion date established above, the new attacher may complete the make-ready specified; (5) state the name, telephone number, and email address of a person to contact for more information about the make-ready procedure; (6) state that the Company may assert its right to fifteen (15) additional days to complete make-ready for space above communication space. Once the Company provides this notification, the new attacher will be provided with a copy of the notices and the existing attachers' contact information and address where the Company sent the notices. The new attacher shall be responsible for coordinating with existing attachers. The Company shall complete the make-ready by the dates established earlier in this paragraph. (N)  
(N)
9. Within a reasonable period, not to exceed ninety (90) days after completion of the make-ready, the Company will provide the new attacher a detailed, itemized final invoice of the actual survey charges incurred and a detailed, itemized final invoice, on a pole-by-pole basis if requested and reasonably calculable, of the actual make ready costs. (N)  
(N)  
(N)  
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**TERMS AND CONDITIONS (Cond.)**

attacher shall notify the Company or existing attacher immediately if make-ready damages the Company's or exiting attacher's equipment, or causes an outage that is reasonable likely to interrupt the service of the Company or existing attacher. The new attacher shall notify the Company and existing attachers within fifteen (15) days after completion of the make-ready.

14. If a new attacher elects this process for simple make-ready, the new attacher shall notify the Company in writing in its attachment application and shall identify the simple make-ready that it will perform. It is the responsibility of the new attacher to ensure that its contractor determines if the make-ready requested in an attachment application is simple. Within fifteen (15) days (or within thirty (30) days in the case of larger orders), the Company or existing attacher may object to the designation by the new attacher's contractor that certain make-ready is simple. The objection shall be specific and in writing, including all relevant evidence and information supporting the objection, be made in good faith, and explain how the evidence and information relate to a determination that the make-ready is not simple. In which case, the make-ready shall be deemed complex.

15. The Company shall make available and keep up-to-date a reasonably sufficient list of contractors the utility authorizes to perform surveys and make ready work. The new attacher must use a contractor from this list. New and existing attachers may request the addition to the list of any contractor that meets the following criteria:

- a. The contractor has agreed to follow National Electric Safety Code (NESC) guidelines.
- b. The contractor has acknowledged that the contractor knows how to read and follow licensed-engineered pole designs for make-ready.
- c. The contractor has agreed to follow all local, state, and federal laws and regulations including the rules regarding Qualified and Competent Persons under the requirements of the Occupational and Safety Health Administration (OSHA) rules.
- d. The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by the utility.
- e. The contractor shall be adequately insured or shall establish an adequate performance bond for the make-ready the contractor will perform, including work the contractor will perform on facilities owned by existing attachers.

16. Whenever the Company discovers any unauthorized attachments of attachee, attachee shall pay to the Company an amount equal to twice the rental that would have been due had the installation been in place for the past five (5) years. The payment of these charges shall not relieve attachee of any responsibility, obligation imposed by law or assumed herein.

17. Whenever the Company notifies attachee in writing that the attachments of attachee interfere with the operation of facilities of the Company or other attachees or permittees, or constitute a hazard to the service rendered by the Company or other attachees or permittees, or fail to comply with

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**TERMS AND CONDITIONS (Cond.)**

- codes or regulations above-mentioned, or are substandard in any way, attachee shall within sixty (60) days after the date of such notice, remove, rearrange, or change its attachments as directed by the Company. In case of emergency, the Company reserves the right to remove or relocate the attachments of attachee at attachee's expense and without notice. (T)
18. Attachee may request a stay of the action contained in a notice pursuant to paragraph 17 above within fifteen (15) days of receipt of the notice. The motion shall be served on the Company and will not be considered unless it includes the relief sought, the reasons for such relief, including a showing of irreparable harm and likely cessation of cable television system operator or telecommunication service, a copy of the notice, and a certification that service was provided. The Company may file a response within ten (10) days of the date that the motion was filed. (N)
19. Attachee agrees to indemnify and save harmless Company from and against any and all liability, loss, damage, costs, attorney fees, or expense, of whatsoever nature or character, arising out of or occasioned by any claims or any suit for damages, injunction or other relief, on account of injury to or death of any person, or damage to any property including the loss of use thereof, or on account of interruption of attachee's service to its subscribers or others, or for public charges and penalties for failure to comply with federal, state or local laws or regulations, growing out of or in connection with any actual or alleged negligent act or omission, whether said negligence is sole, joint or concurrent, of attachee or its servants, agents or subcontractors, whether or not due in part to any act, omission or negligence of Company or any of its representatives or employees. Company may require attachee to defend any suits concerning the foregoing, whether such suits are justified or not. (T)
20. Attachee agrees to obtain and maintain at all times during the period attachee has attachments on Company's poles, policies of insurance or bonds in lieu thereof providing an equivalent protection as follows: (T)
- (a) Public liability and automobile liability insurance for itself in an amount not less than \$500,000.00 for bodily injury to or death of any one person, and, subject to the same limit for any one person, in an aggregate amount not less than \$1,000,000.00 for any one occurrence.
  - (b) Property damage liability insurance for itself in an amount not less than \$500,000.00 for any one occurrence.
  - (c) Contractual liability insurance in the amounts set forth in (a) and (b) above, to cover the liability assumed by the attachee under the agreements of indemnity set forth herein.
21. Prior to making attachments to the Company's poles, attachee shall furnish to the Company two copies of a certificate or bond, from an insurance carrier or bond company acceptable to the (T)

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- Company, stating the policies of insurance or bond have been issued by it to attachee providing for the insurance or indemnity listed above and that such policies or bonds are in force. Such certificate shall state that the insurance carrier or bond company will give the Company 30 days prior written notice of any cancellation of or material change in such policies or bonds. The certificate or bond shall also quote in full the agreements of indemnity set forth herein as evidence of the type of contractual liability coverage furnished. If such certificate or bond recites that it is subject to any exceptions or exclusions, such exceptions or exclusions shall be stated in full in such certificate or bond, and the Company may, at its discretion, require attachee, before starting work, to obtain policies of insurance or bonds which are not subject to any exceptions or exclusions which the Company finds objectionable. (T)
22. The Company reserves the right, without liability to attachee or its subscribers, to discontinue the use of, remove, replace or change the location of any or all of the Company's poles, conduits, attachments or facilities regardless of any occupancy of the Company's poles or conduits by attachee, and attachee shall at its sole cost after written notice by the Company, make such changes in, including removal or transfer of, its attachments as shall be required by such action of the Company. Attachee shall make such changes within sixty (60) days after written notice or, for good and sufficient cause that renders it infeasible to complete the transfer within sixty (60) days, notify the Company in writing and identify the affected poles or conduit and include a detailed explanation of the reason for the deviation and the date by which the attachee shall complete the transfer. If attachee fails to make such changes within the required time period after written notice by the Company and has not notified the Company of good and sufficient cause for extending the time limit, or in case of an emergency, the Company reserves the right to make such changes to the attachments of attachee at attachee's expense and without notice, and no liability therefor shall be incurred by the Company, unless Company is solely negligent, because of such action for any consequential damages, including but not limited to loss of service to customers of attachee. Company may not require that attachee remove attachments for the sole reason to make room for Company on an existing pole. (T) (T) (T) (T) (T) (T) (T) (T)
23. Attachee may at any time abandon the use of a jointly used pole or conduit hereunder by removing therefrom all of its attachments and by giving written notice thereof to the Company. (T)
24. Attachee 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 attachee, at its expense. The Company does not guarantee any easements, rights-of-way or franchises for the construction and maintenance of such attachments. Attachee hereby agrees to indemnify and save harmless the Company from any and all claims, including the expenses incurred by the Company to defend itself against such claims, resulting from or arising out of the failure of attachee to secure such right, license, permit or easement for the construction or maintenance of such attachments on the Company's poles or conduits. (T) (T)

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- (T)
25. Electric service for power supplies and other attachments of attachee shall be supplied from the lines of the Company in the manner specified by the Company. (T)
26. The Company shall have the right, from time to time while any poles or conduits are being used by attachee, to grant, by contract or otherwise, to others, rights or privileges to use any poles or conduit being used by attachee, and the Company shall have the right to continue and extend any such rights or privileges heretofore granted. The attachment privileges granted hereunder to an attachee shall at all times be subject to all previously granted rights pursuant to agreements between Company and others covering poles and conduit in joint use but shall not be subject to subsequently granted rights. (T)
27. Attachee shall furnish bond, as specified by the Company, to guarantee the performance of the obligations assumed by attachee under the terms herein contained not otherwise covered by the insurance required by paragraph 20. Such bond shall be submitted to the Company prior to attachee's making attachments to the Company's poles. The amount of the bond may be reduced after the construction phase has been completed, and after attachee has proven to be a reliable utility customer. Allowance of such reduction shall not be unreasonably denied. (T)
28. In case one party is obligated to perform certain work at its own expense and the parties mutually agree in writing that it is desirable for the other party to do such work, then such other party shall promptly do the work at the sole expense of the party originally obligated to perform the same. Bills for expense so incurred shall be due and payable within 30 days after presentation. (T)
29. If attachee fails to comply with any of the provisions herein contained or defaults in the performance of any of its obligations herein contained and fails within 60 days after written notice from the Company to correct such default or non-compliance, the Company may, at its option, forthwith terminate the specific permit or permits covering the poles and attachee's attachments to which such default or non-compliance is applicable and any or all other permits of attachee, and remove attachments of attachee at attachee's expense, and no liability therefor shall be incurred by the Company because of such action except damages to facilities caused by the sole negligence of Company. (T)
30. The area covered by the application will be set forth on a map, attached to, and made a part of the application. Such area may be extended or otherwise modified by a supplemental agreement mutually agreed upon and signed by the attachee and the Company with a new map attached thereto showing the changed area to be thereafter covered by the application. Such supplement shall be effective as of the date of final execution thereof and shall be attached to all executed copies of the application. (T)

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- 31. If addressee does not exercise the rights granted herein within six months from the date of the application, the application shall be void. (T)
- 32. The provisions herein shall be binding upon and inure to the benefit of the parties thereto, their respective successors and/or assigns, but addressee shall not assign, transfer or sublet any of the rights hereby granted or obligations hereby assumed without the prior written consent of the Company. (T)

**SERVICE REGULATIONS**

The supplying and billing for service, and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission, and to Company's Service Regulations currently in effect, as filed with the Kentucky Public Service Commission.



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