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COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION
Case No. 2018-00157

PUBLIC SERVICE
COMMISSION

In the Matter of

CMN-RUS, INC.

COMPLAINANT

v.

WINDSTREAM KENTUCKY EAST, LLC

RESPONDENT

**JOINT MOTION OF CMN-RUS, INC. AND WINDSTREAM KENTUCKY EAST, LLC
FOR CONFIDENTIAL TREATMENT FOR
POLE ATTACHMENT AGREEMENT AND AMENDMENT**

Comes the Complainant, CMN-RUS, Inc. ("CMN"), and the Respondent, Windstream Kentucky East, LLC ("Windstream Kentucky East"), pursuant to 807 KAR 5:001, Section 13, petition the Public Service Commission ("PSC") to classify and protect as confidential the Pole Attachment License Agreement by and between Windstream Kentucky East, LLC and CMN-RUS, Inc. and the First Amendment to Pole Attachment License Agreement (collectively, the "Windstream Kentucky East-CMN PAA and Amendment"). As required by 807 KAR 5:001, Section 13(2), the parties are providing one copy of the documents for which they are requesting confidential treatment, under seal, and ten copies of the documents with the confidential material redacted. CMN states that the Windstream Kentucky East-CMN PAA and Amendment prohibits it from disclosing the terms and conditions of those agreements without Windstream Kentucky East's consent, and that it supports this request for confidential treatment. In further support of this request for confidential treatment, Windstream Kentucky East states as follows:

KRS 61.878(1)(c) exempts from disclosure "records confidentially disclosed to an agency

or required by an agency to be disclosed to it, generally recognized as confidential or proprietary which if openly disclosed would permit an unfair commercial advantage to competitors of the entity that disclosed the records." Kentucky's appellate courts have repeatedly recognized the confidential nature of business financial information in connection with the Open Records Act and have applied the exemption from disclosure found in KRS 61.878(1)(c) to such information. *Marina Management Servs. v. Cabinet for Tourism, Dept. of Parks*, 906 S.W .2d 318, 319 (Ky. 1995) ("The records submitted to the Parks Department include information on ... rental amounts on houseboats These are records of privately owned marina operators, disclosure of which would unfairly advantage competing operators."); *Hoy v. Kentucky Indus. Revitalization Authority*, 907 S.W.2d 766, 768 (Ky. 1995) ("It does not take a degree in finance to recognize that such information concerning the inner workings of a corporation is 'generally recognized as confidential or proprietary' and falls within the wording of KRS 61.878(1)(c)(2)."). In the PSC's May 17, 2018 Order entered in *Electronic Application of Atmos Energy Corporation for an Adjustment of Rates and Tariff Modifications*, Case No. 2017-00349, the PSC granted confidentiality protection to certain business information in circumstances where applicant argued disclosure would " ... unfairly advantage competing operators ... " as well as an applicant's "competitive position in the marketplace."

As part of a compromise resolution of disputes between the parties, the Windstream Kentucky East-CMN PAA and Amendment represents a unique agreement between the parties which differs from any other contract for pole attachment into which Windstream Kentucky East has entered. In addition, the agreement contains a confidentiality clause which calls for its terms to be held confidential. As such, the agreement is one in which the parties have a substantial interest in holding confidential. To protect their business and proprietary interests, the parties seek

confidential treatment, for an indefinite period, of the Windstream Kentucky East-CMN PAA and Amendment.

WHEREFORE, the parties request the PSC to grant their Motion for Confidential Treatment.

Tia J. Combs

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*enrolled
permission*



POLE ATTACHMENT LICENSE AGREEMENT

BY AND BETWEEN

WINDSTREAM KENTUCKY EAST, LLC

AND

CMN-RUS, INC.

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ATTACHED AND INCORPORATED EXHIBITS

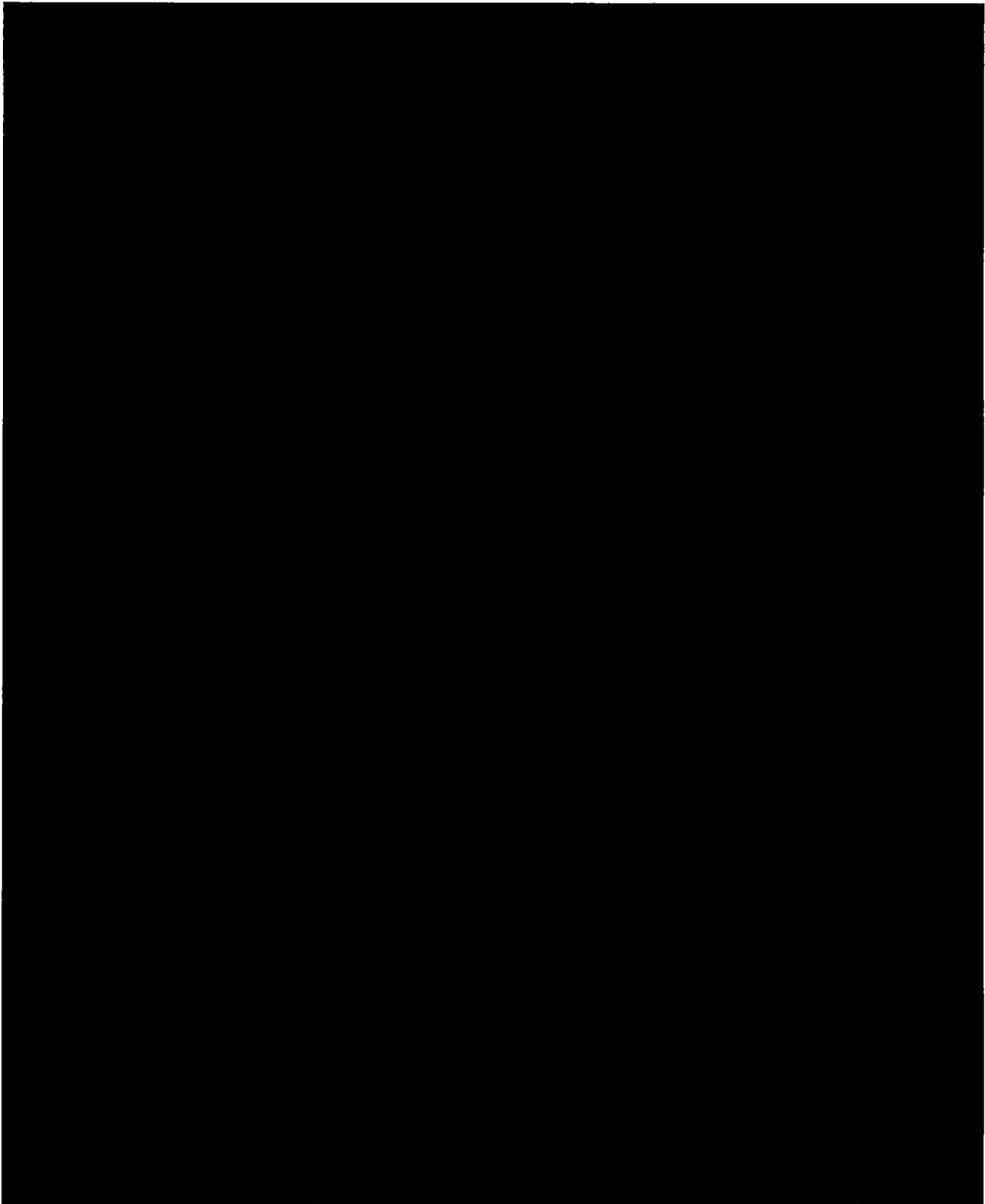
EXHIBIT A – DEFINITIONS

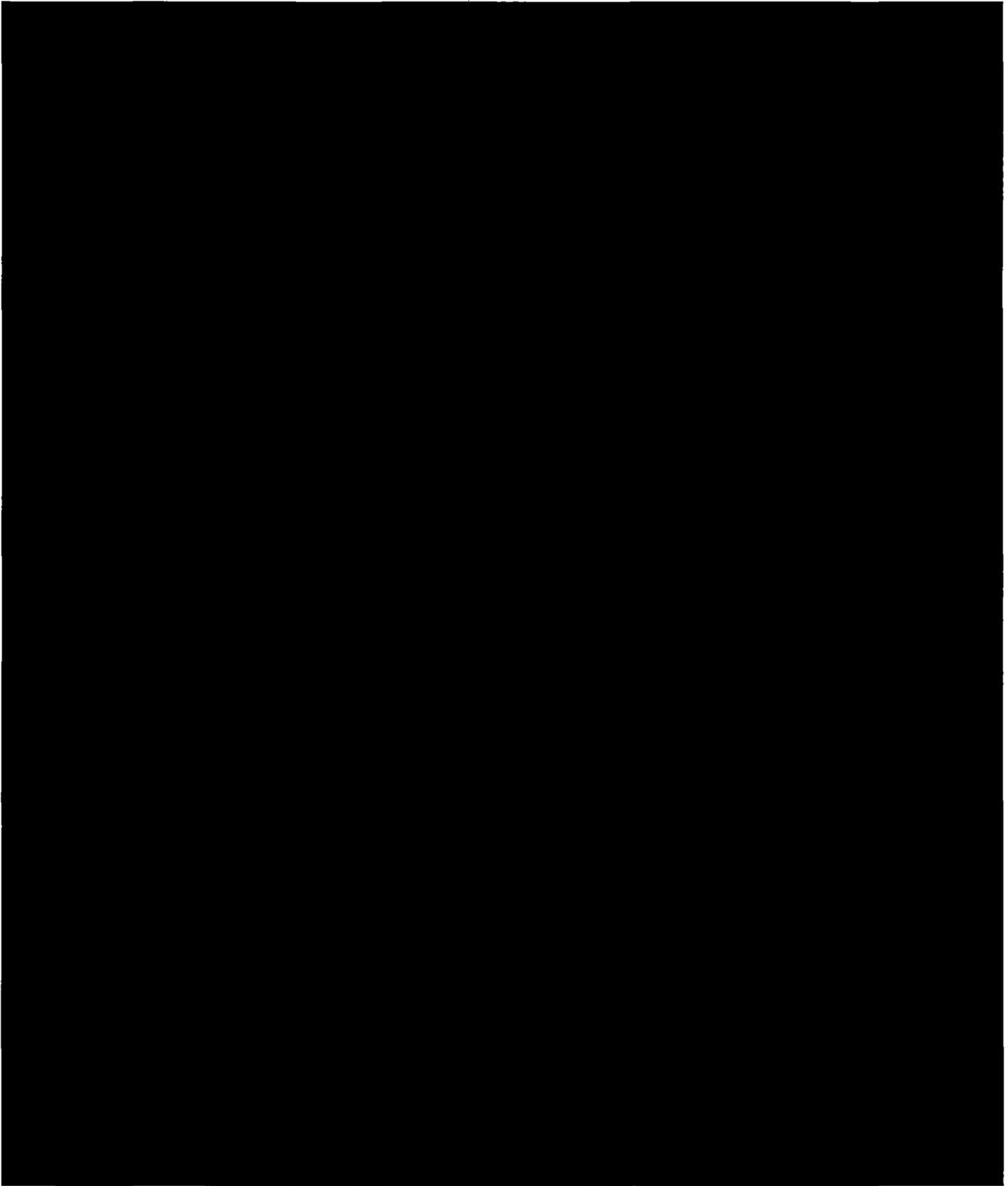
EXHIBIT B – FORM APPLICATION FOR POLE LICENSE

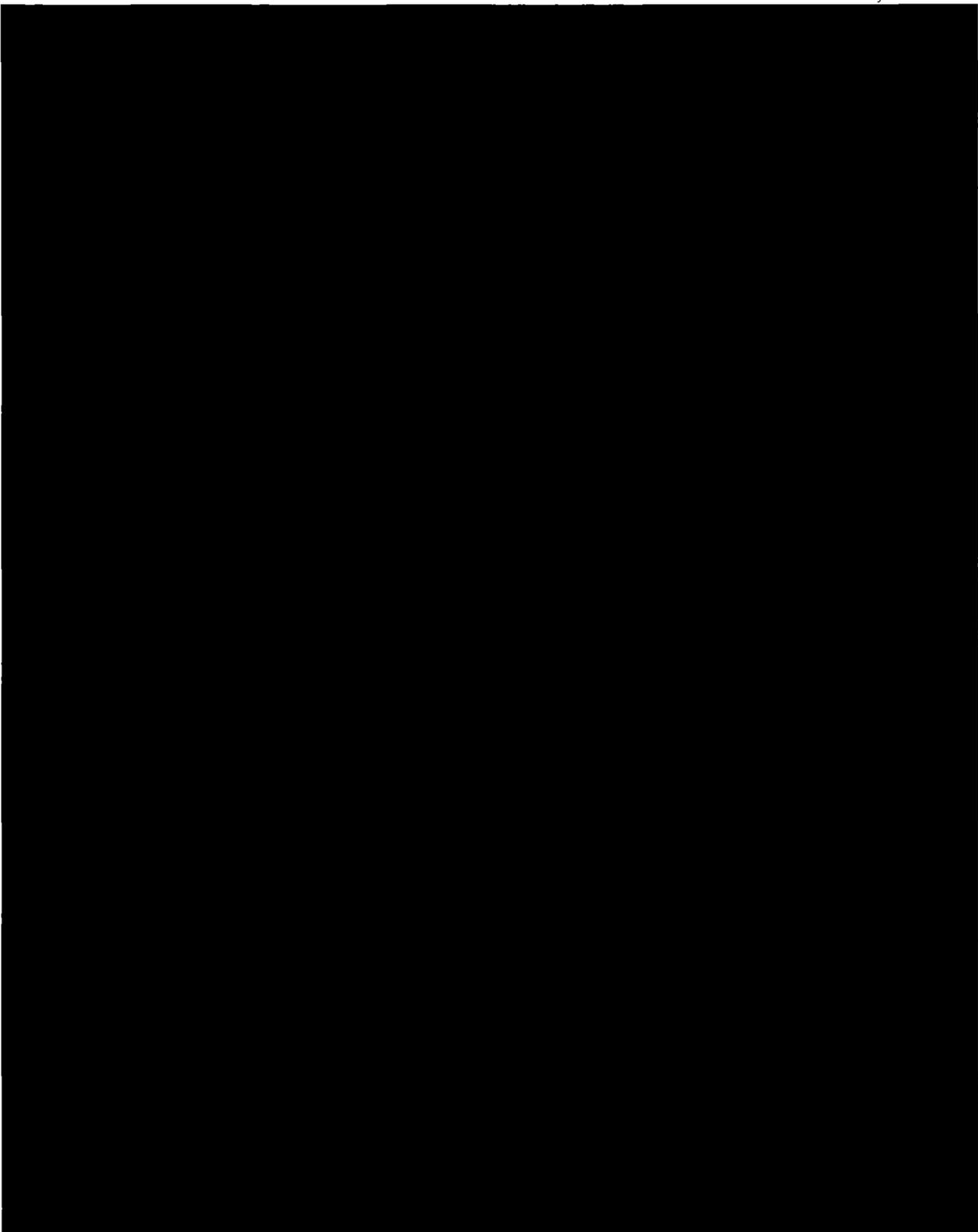
EXHIBIT C – NOTIFICATION OF SURRENDER OF LICENSE

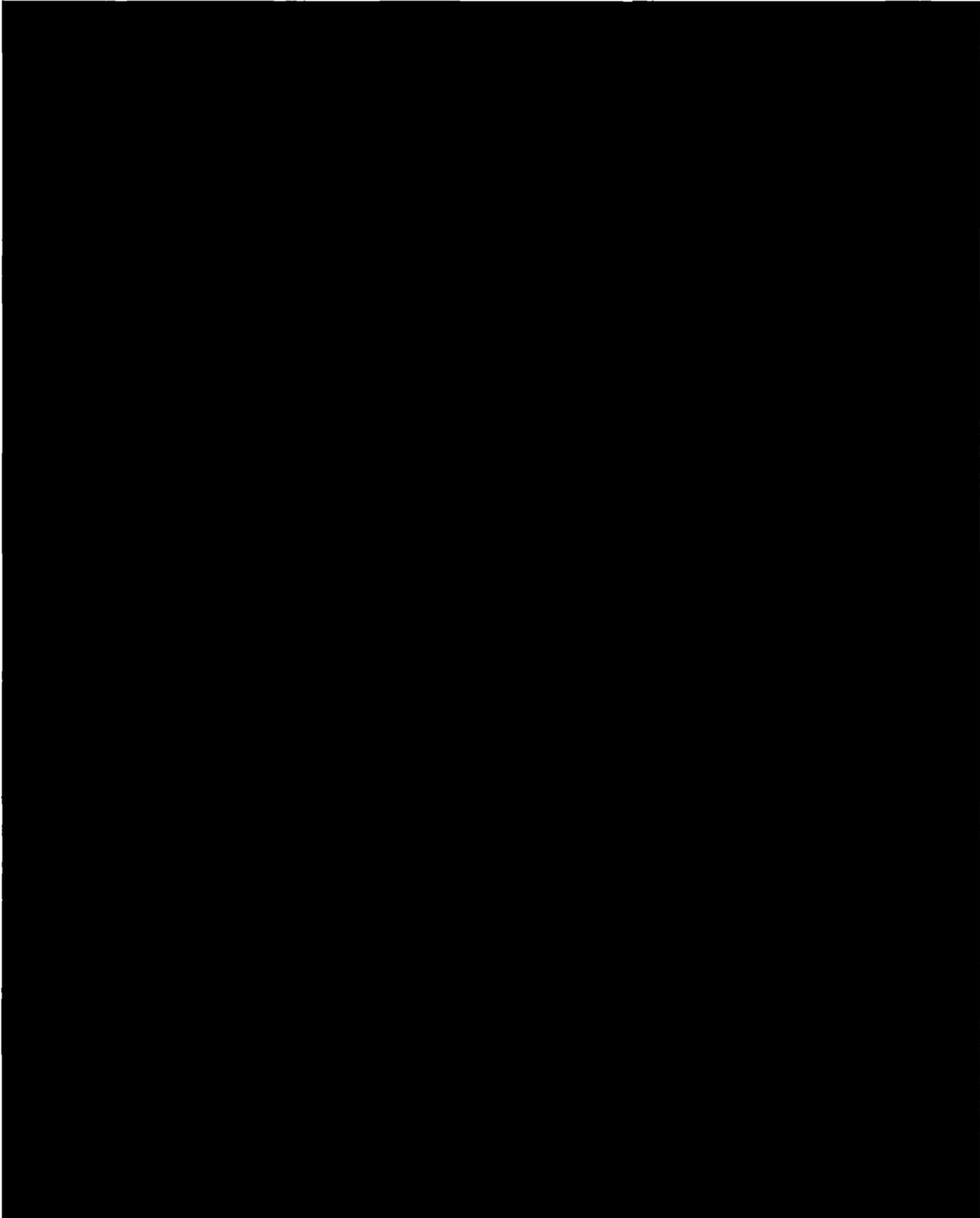
EXHIBIT D – SCHEDULE OF RATES, FEES AND CHARGES

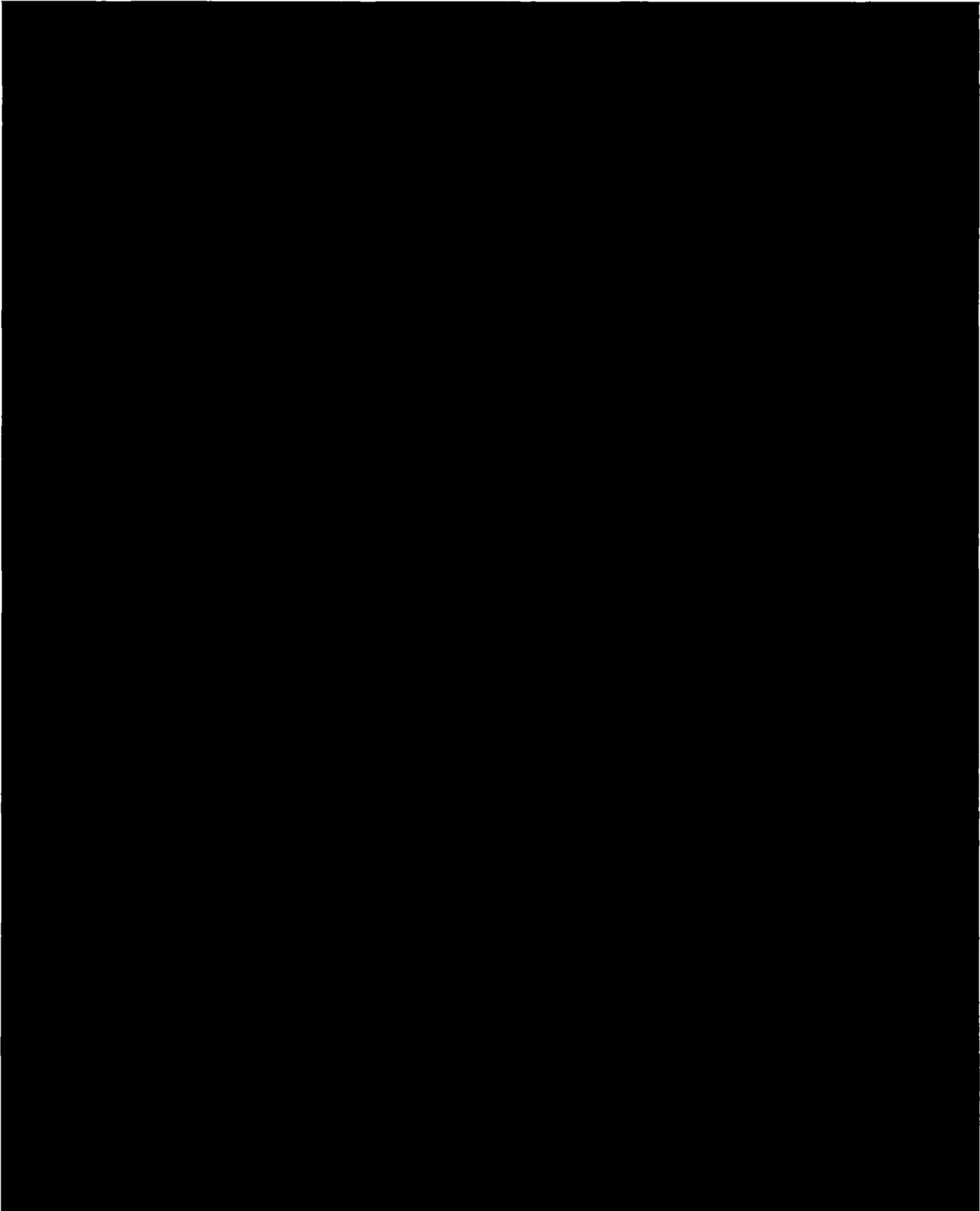
EXHIBIT E – NOTICE CONTACTS AND ADDRESSES

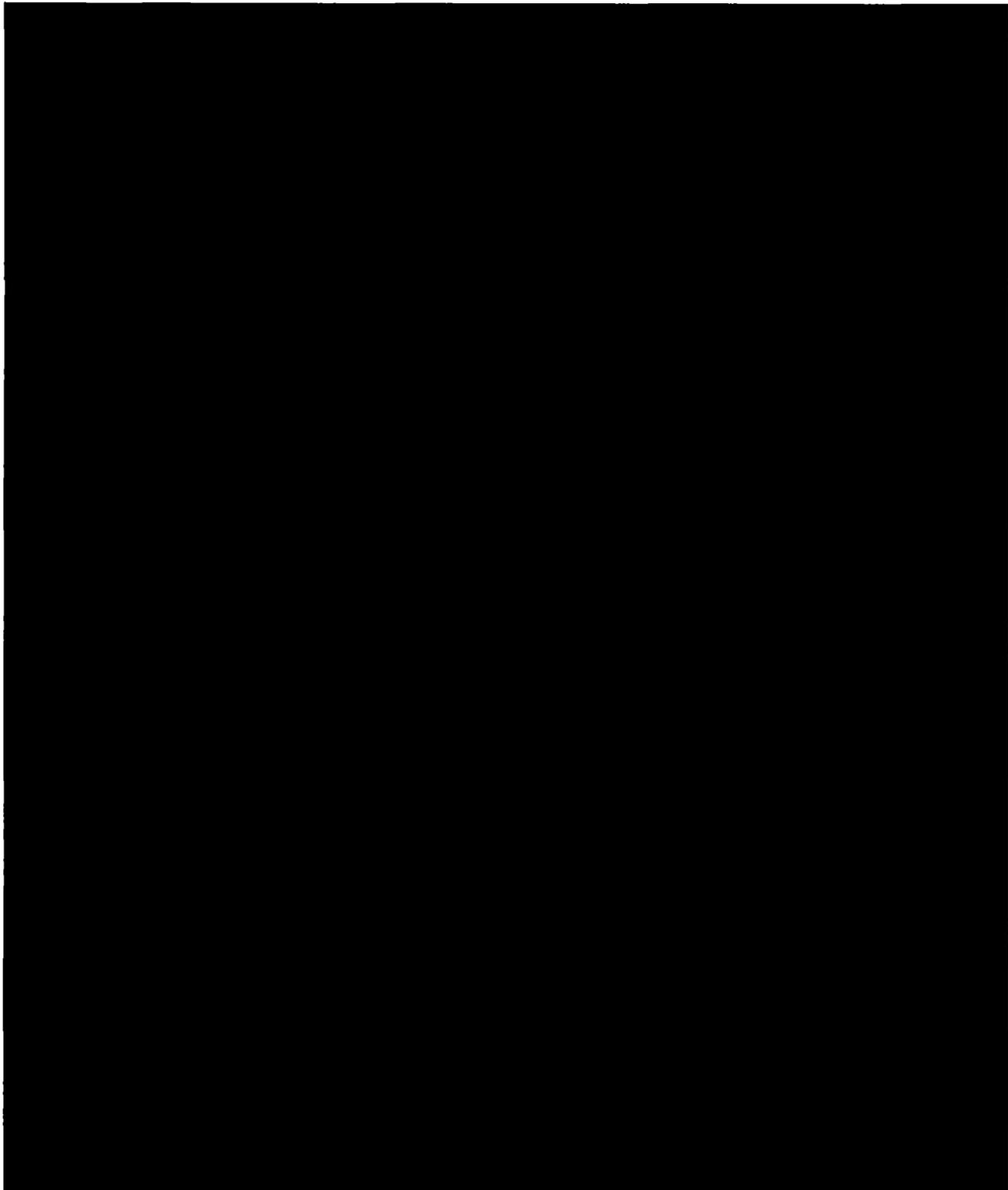


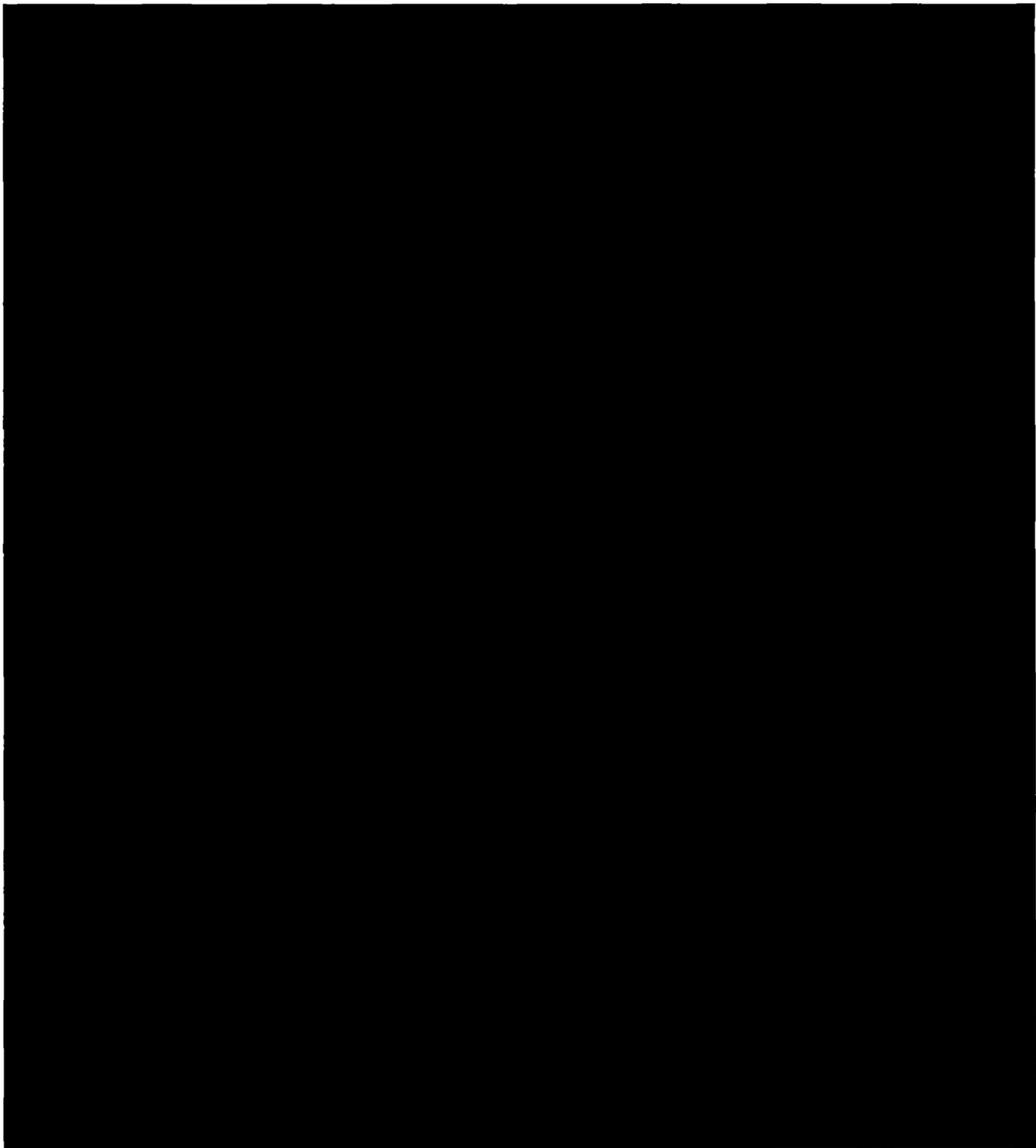


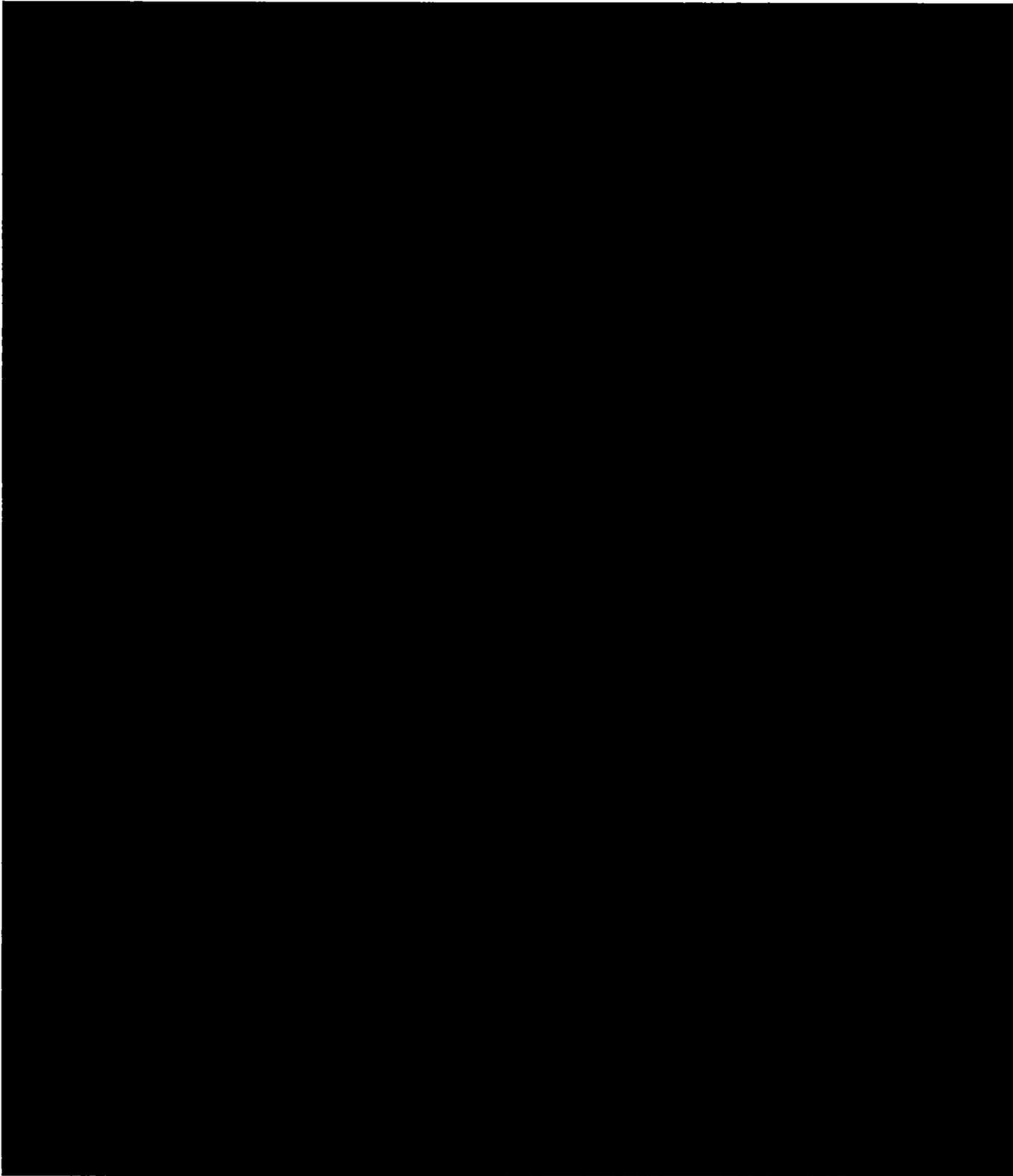


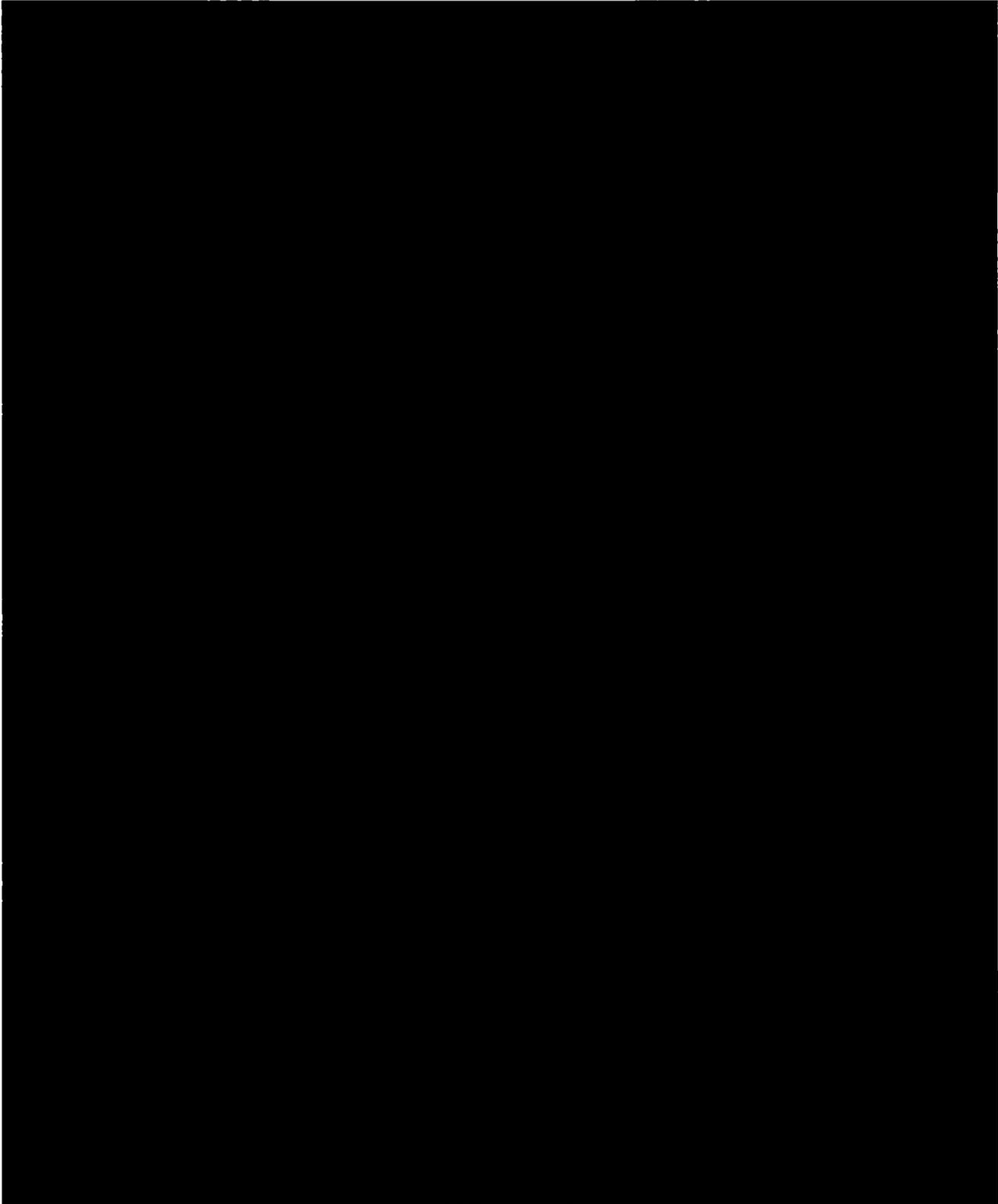


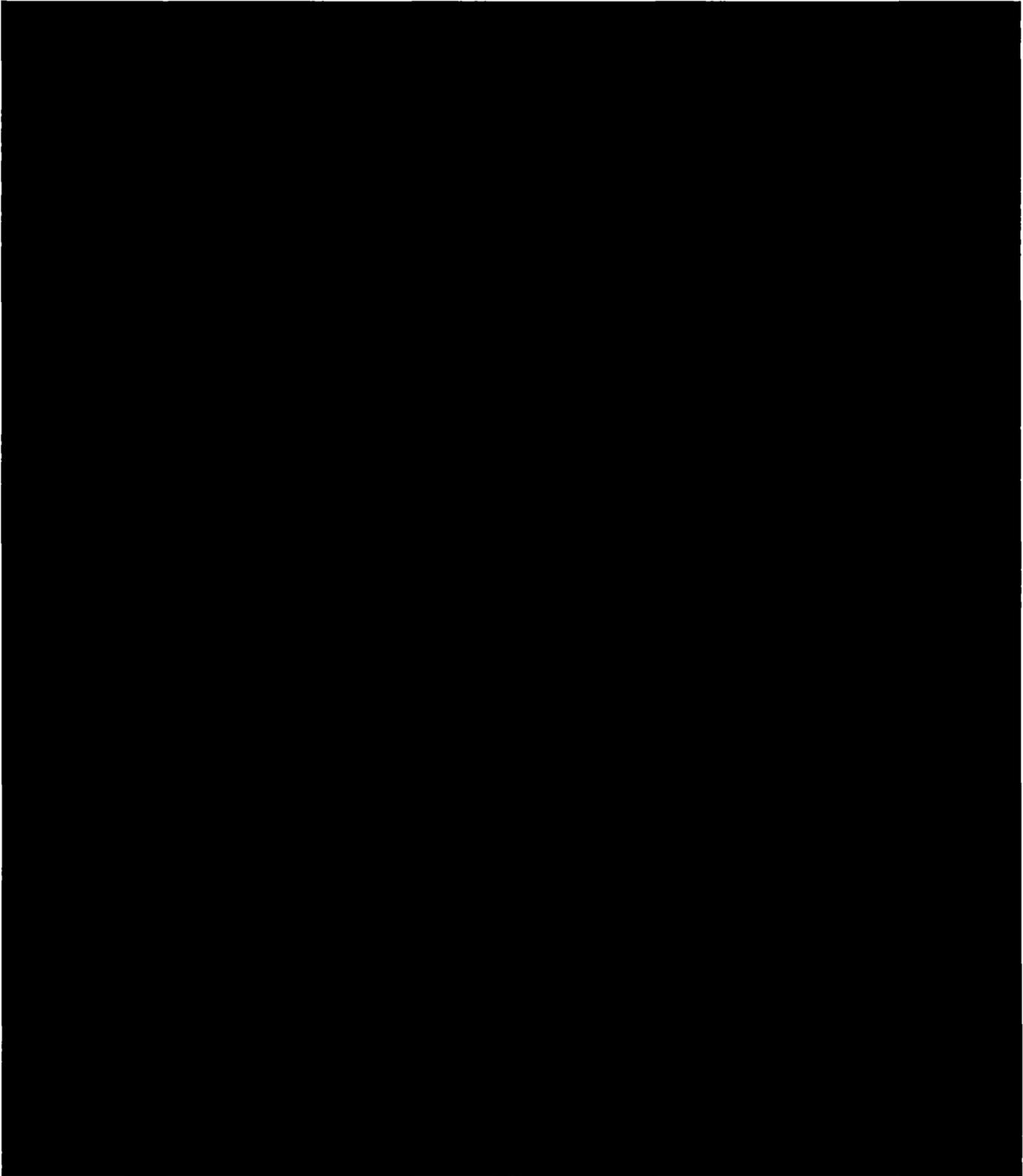


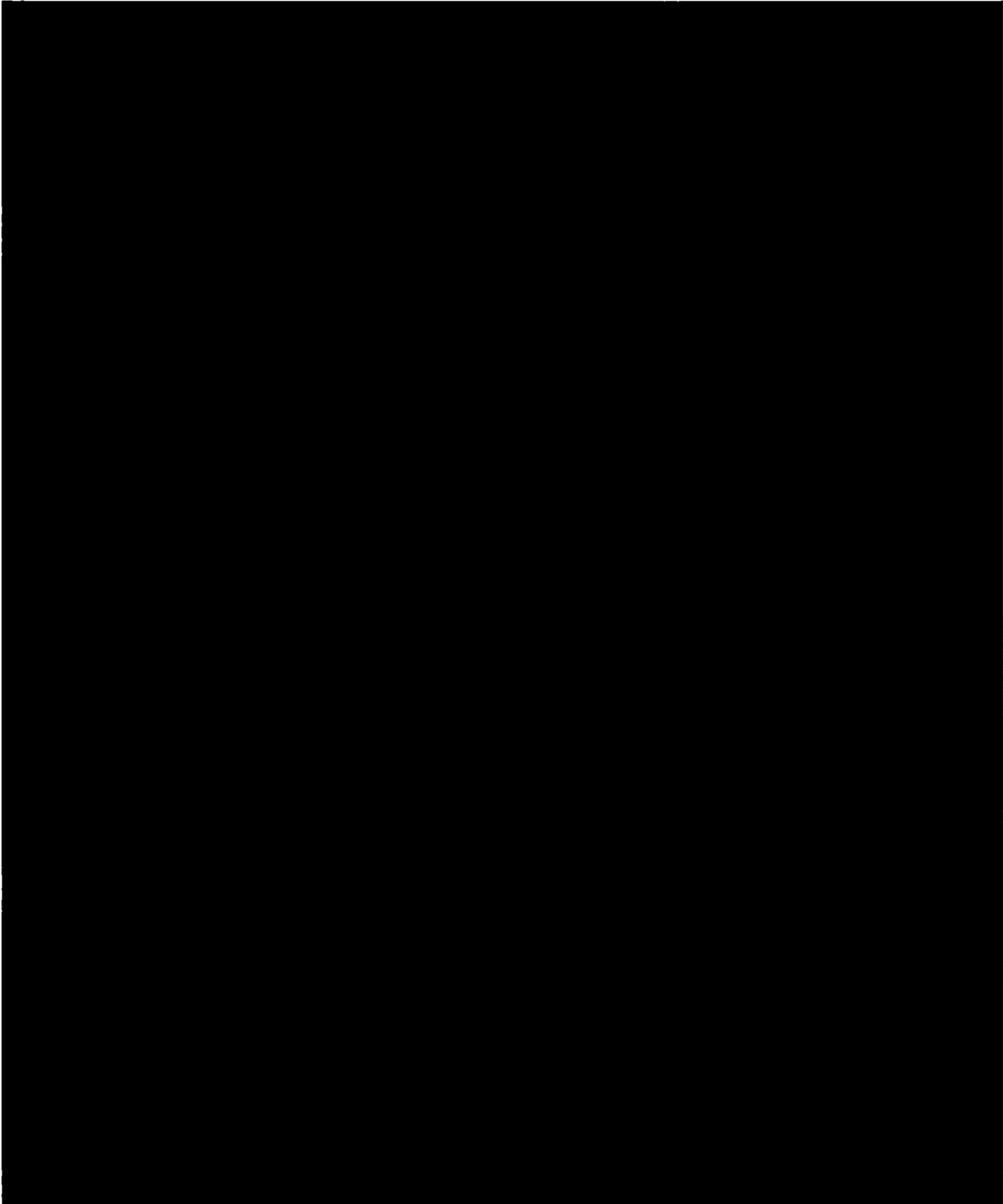


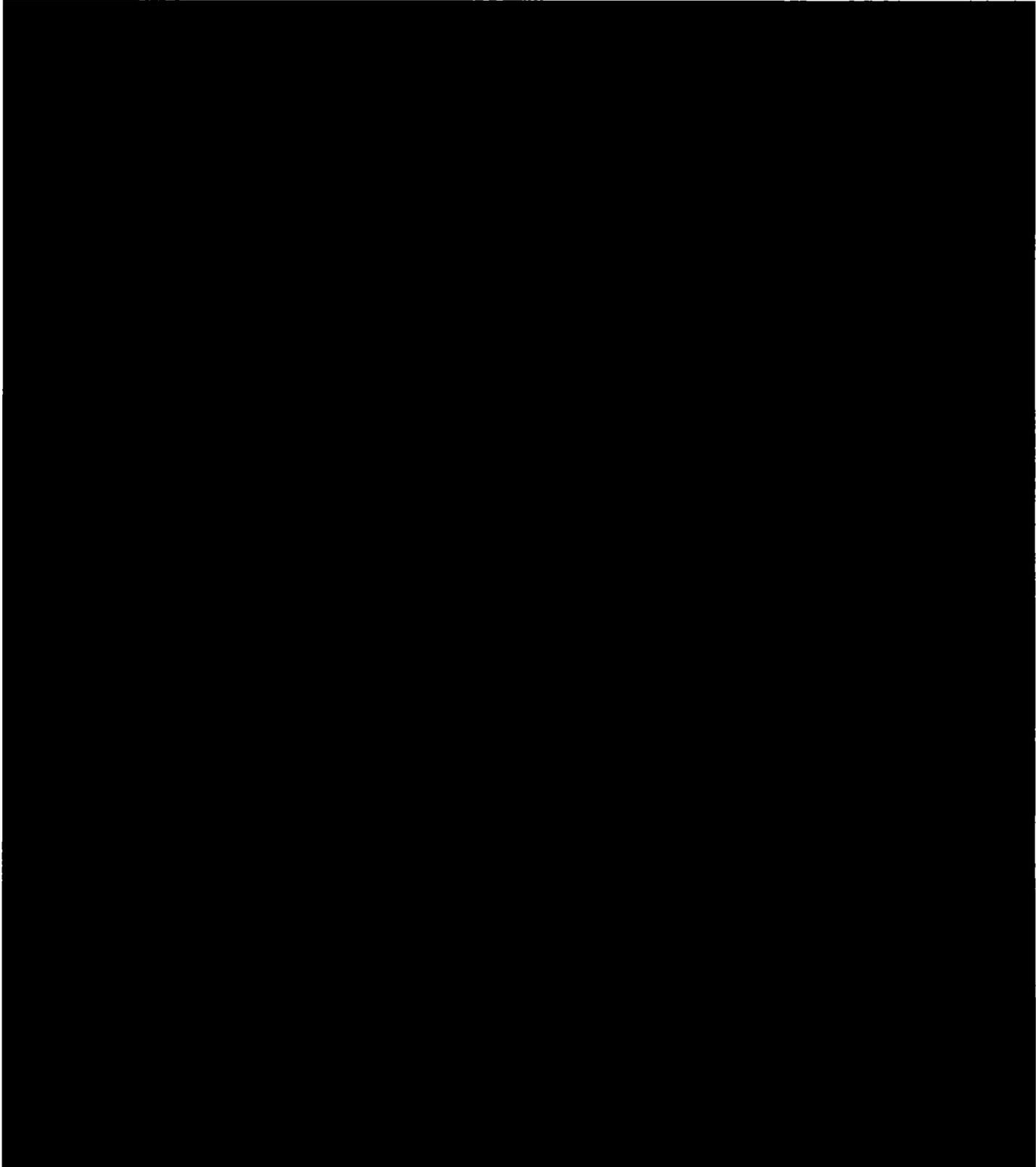


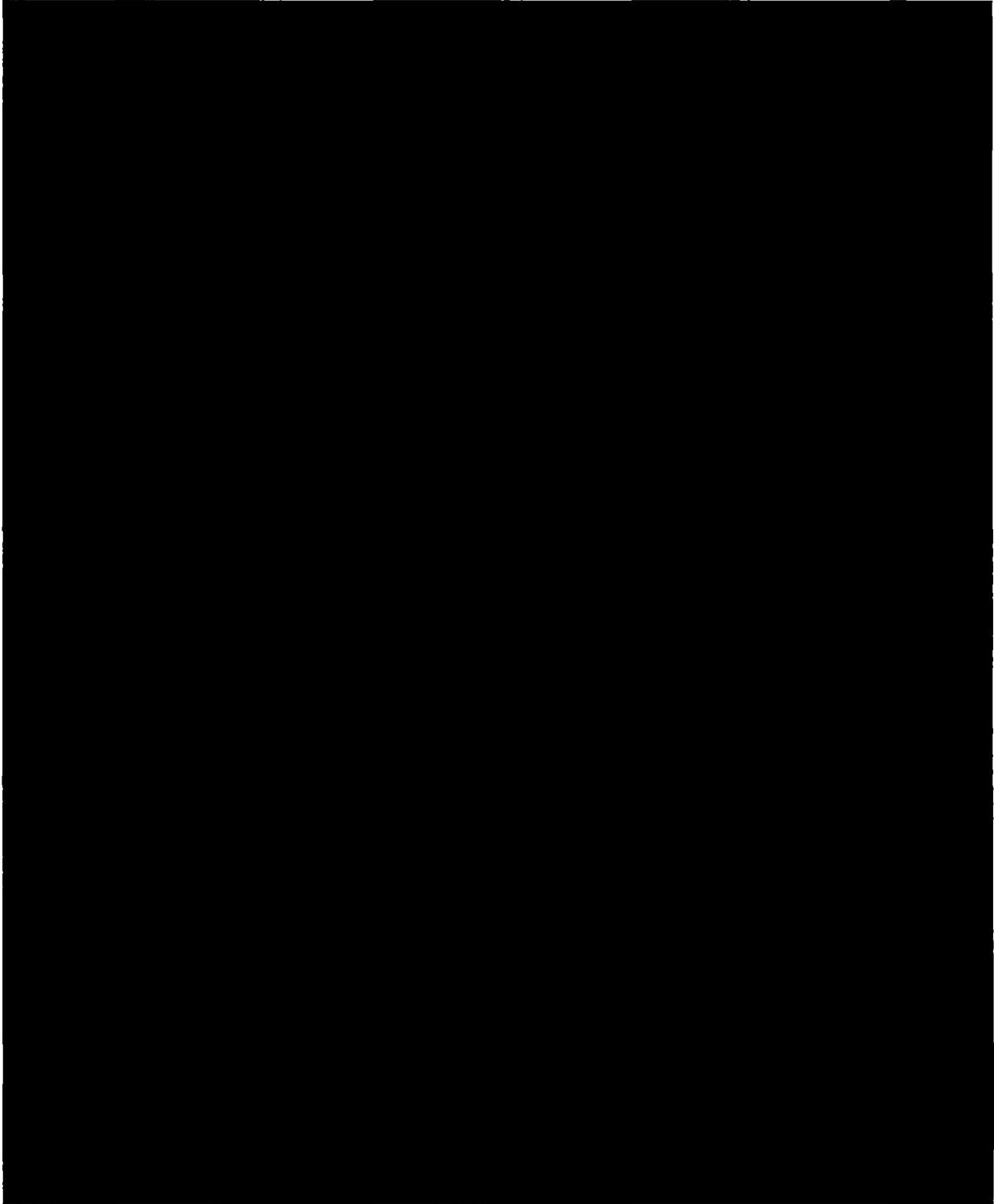


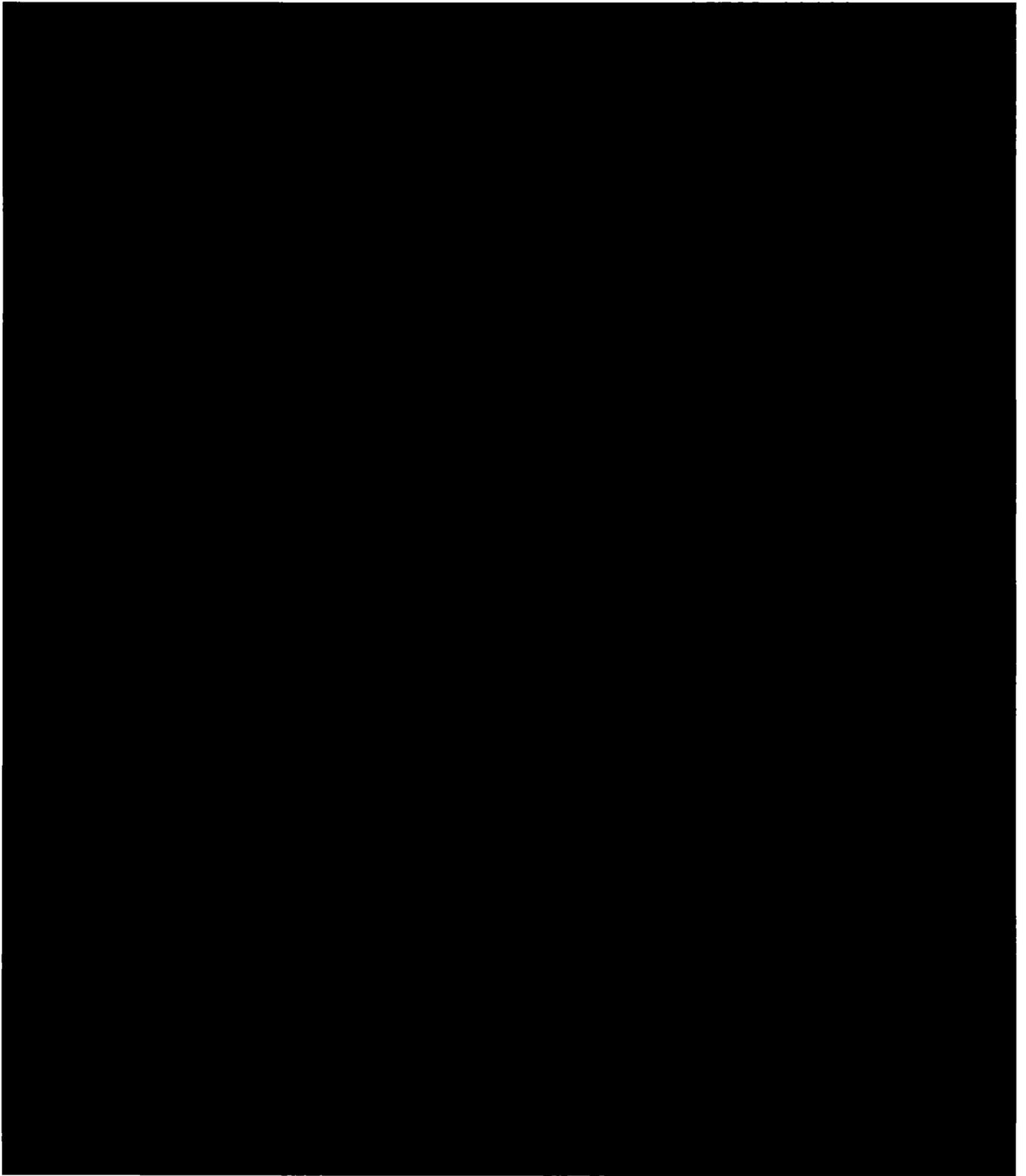


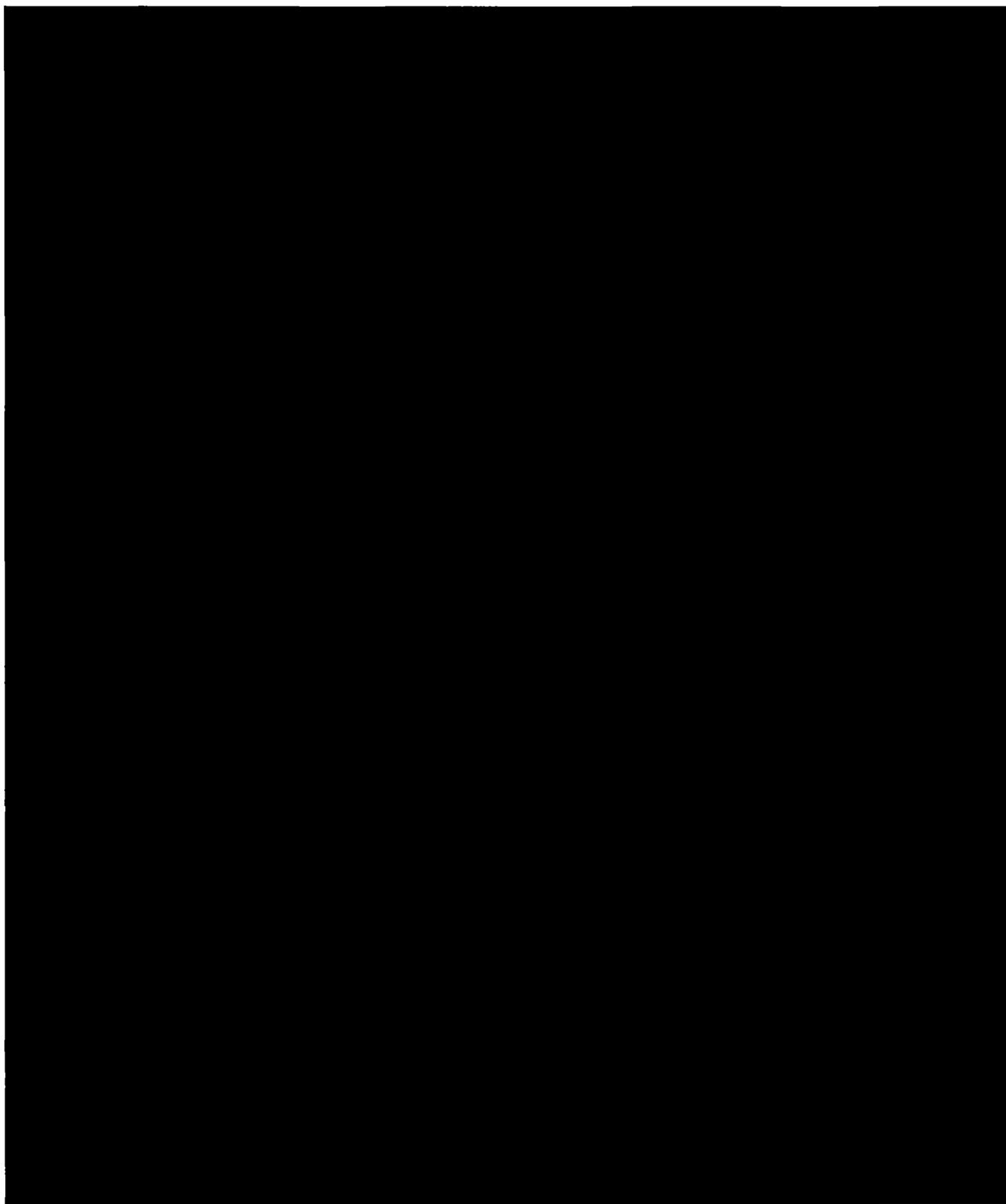


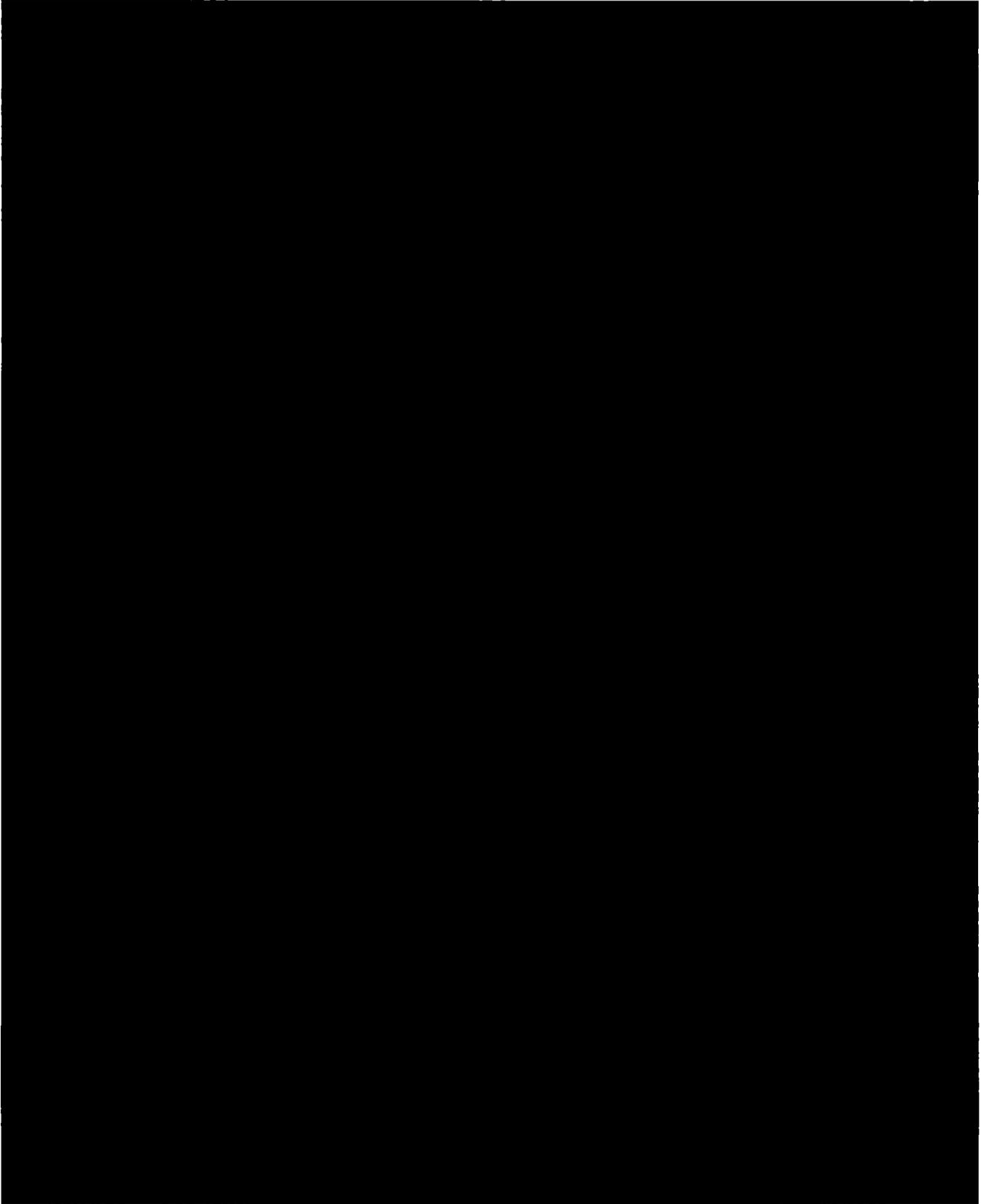


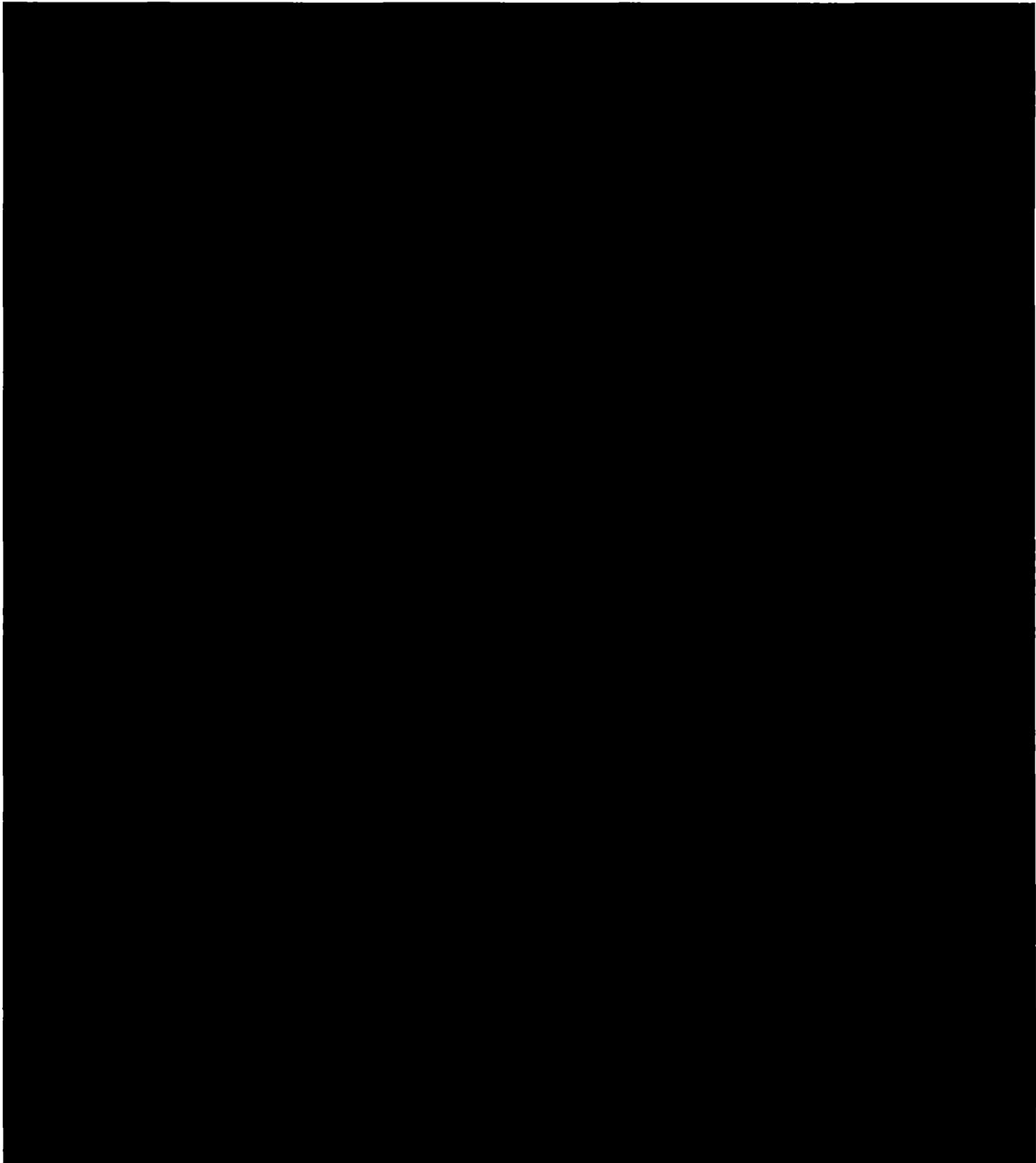


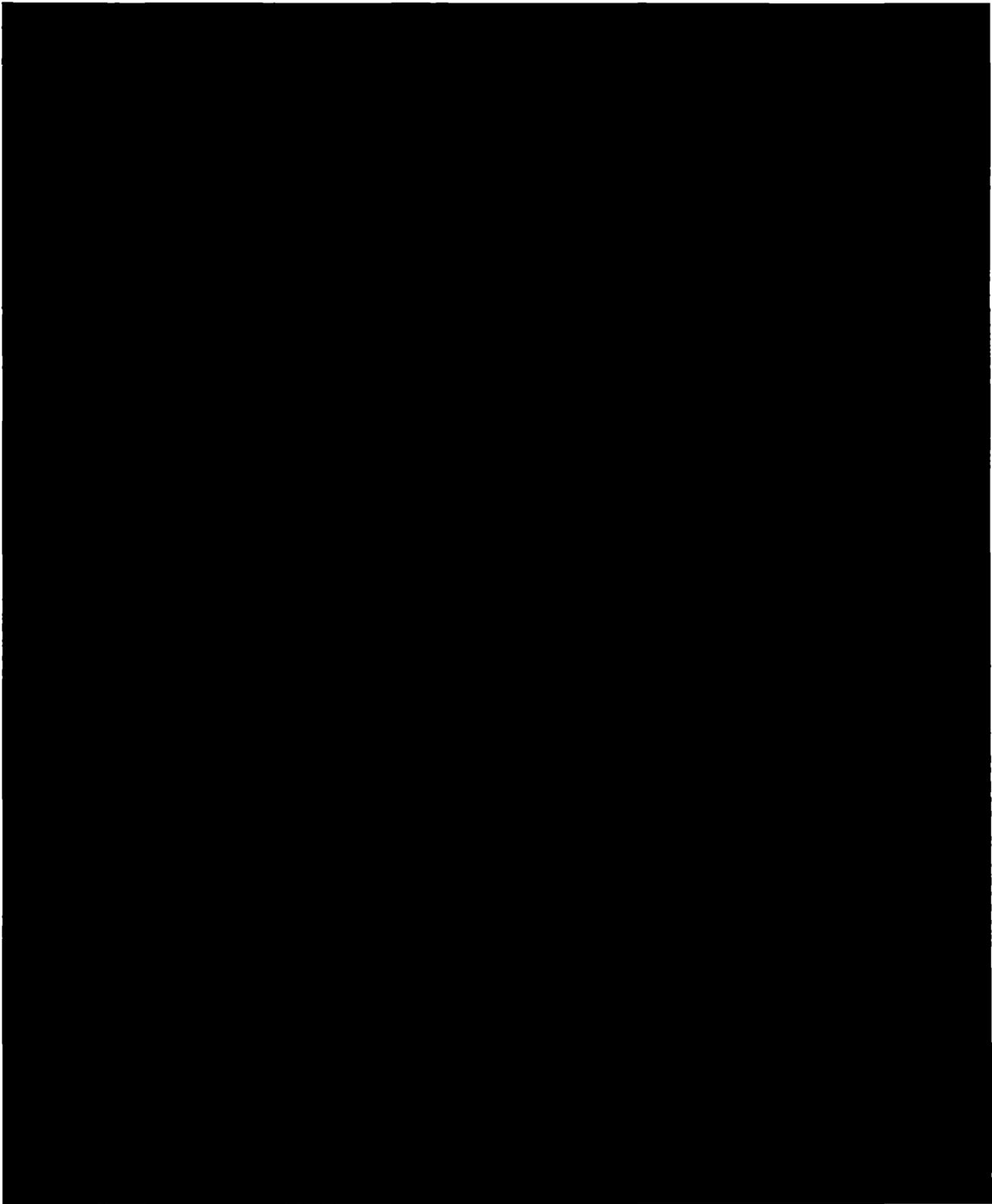


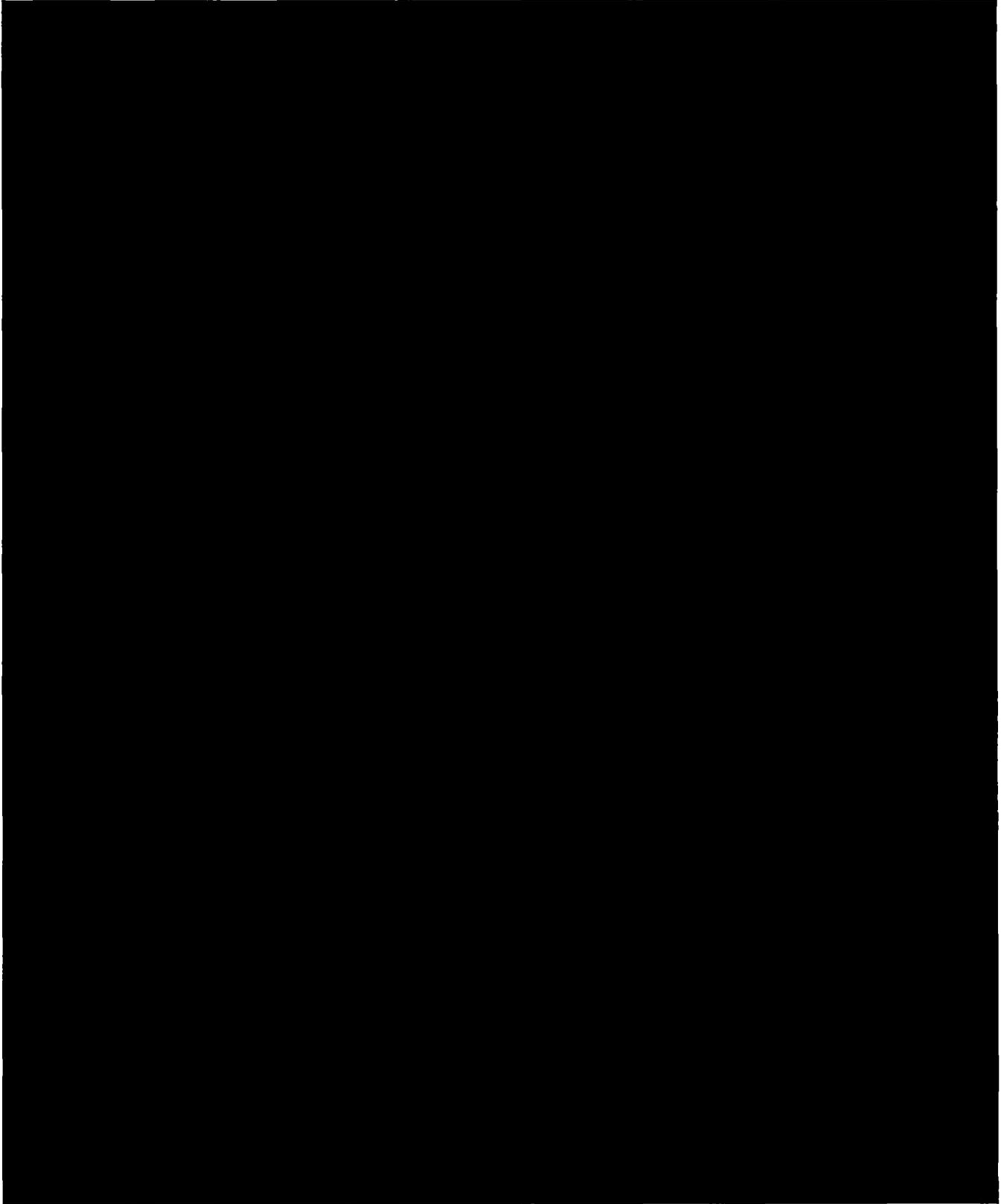


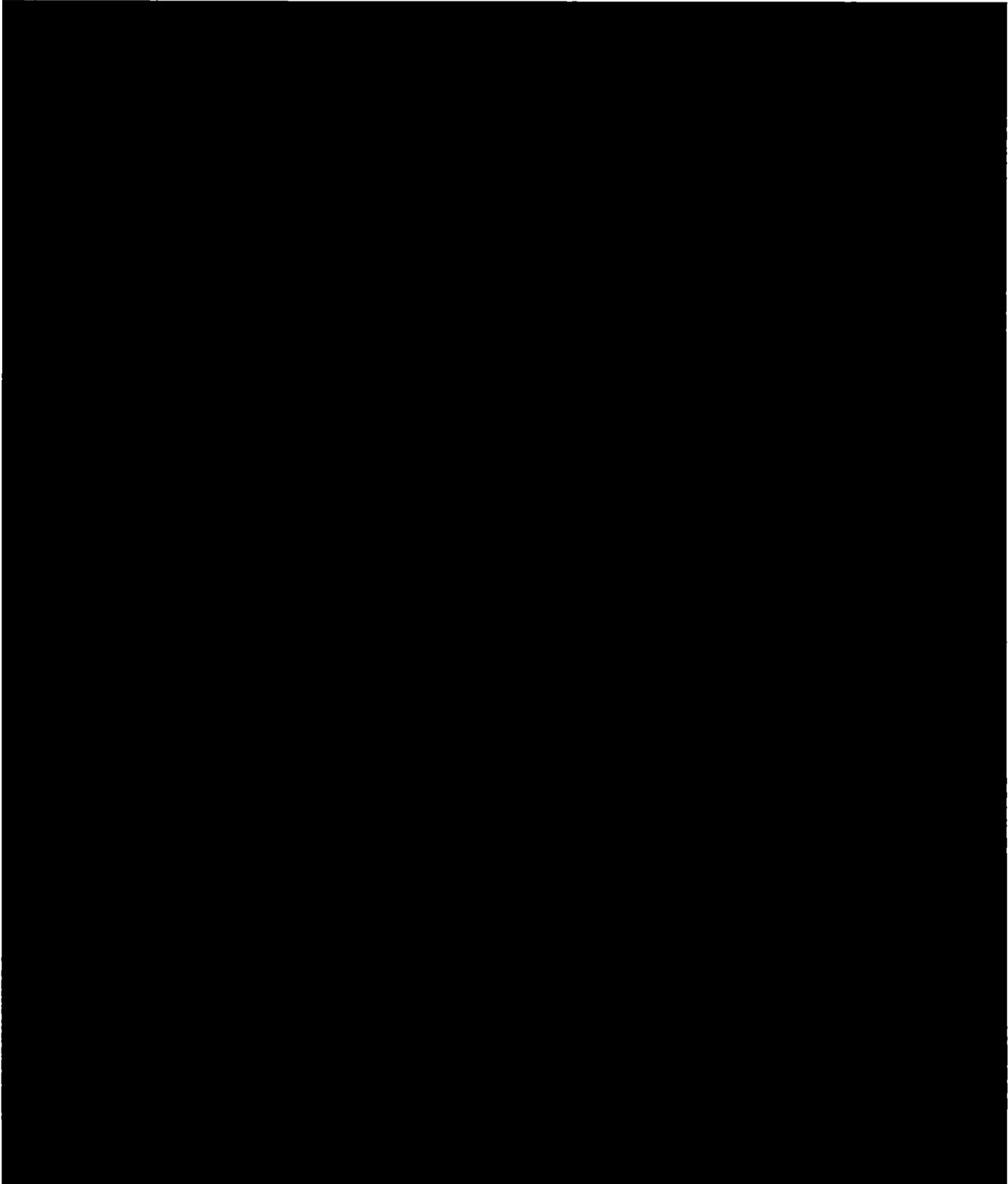


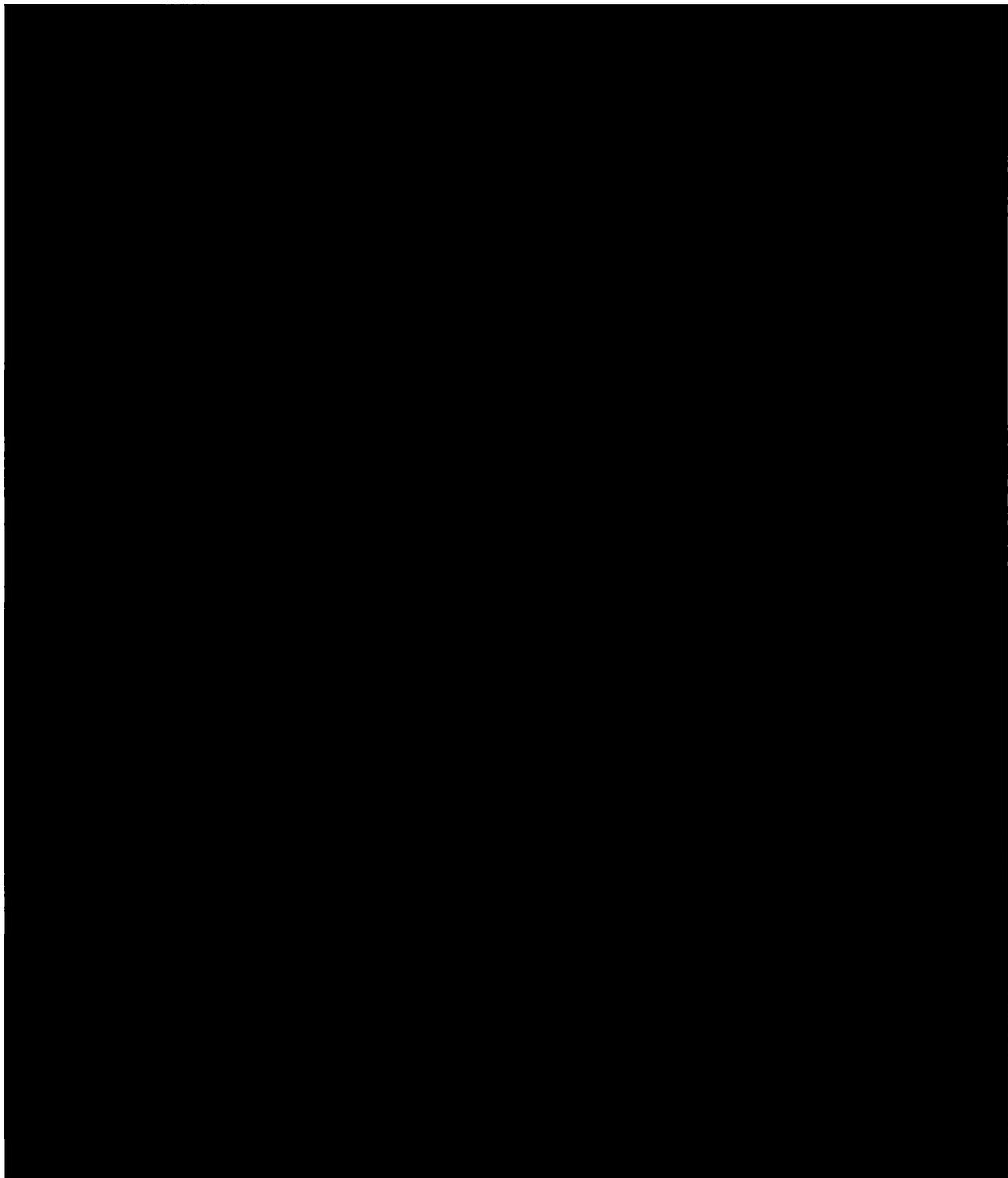


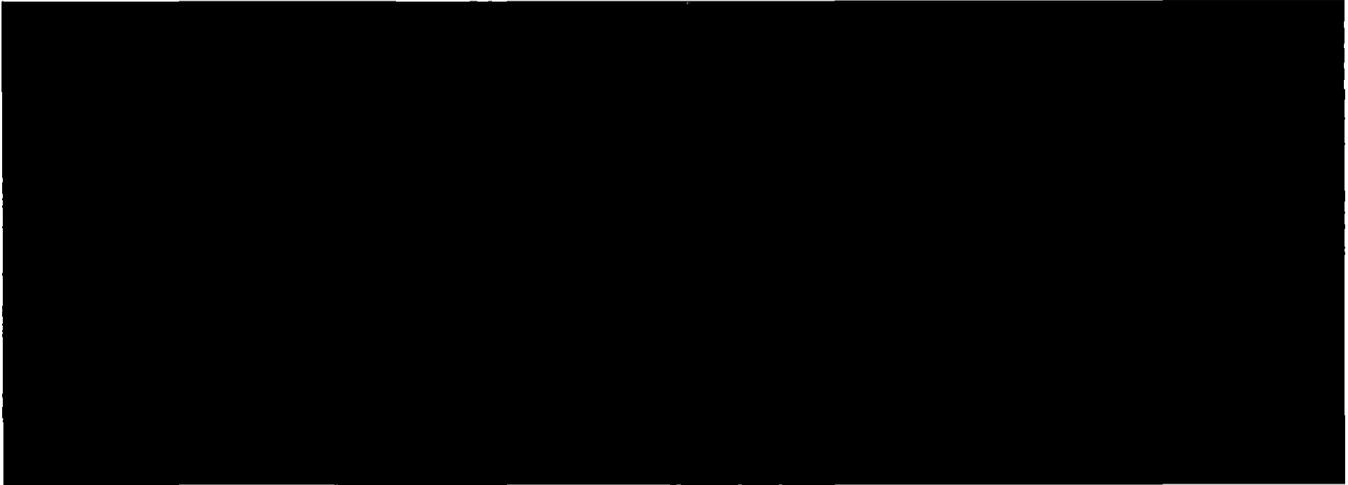












LICENSOR

Windstream Kentucky East, LLC

BY: DocuSigned by:
Joyce Latham

NAME: 3B94FD8090FA44F...
Joyce Latham

TITLE: Director OSP Engineering

DATE: 12/4/2018

LICENSEE

CMN-RUS, Inc.

BY: _____

NAME: _____

TITLE: _____

DATE: _____



LICENSOR

Windstream Kentucky East, LLC

BY: _____

NAME: _____

TITLE: _____

DATE: _____

LICENSEE

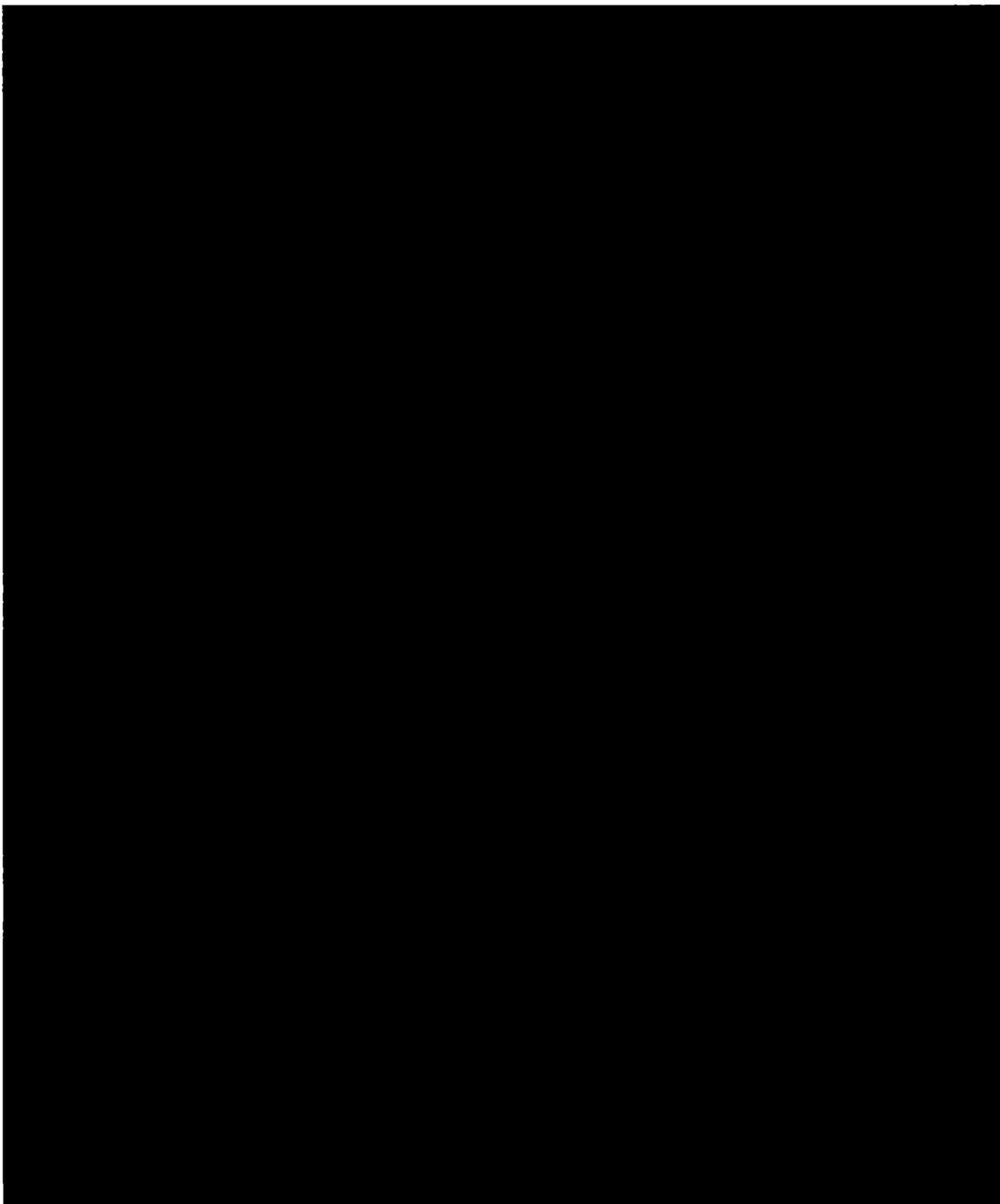
CMN-RUS, Inc.

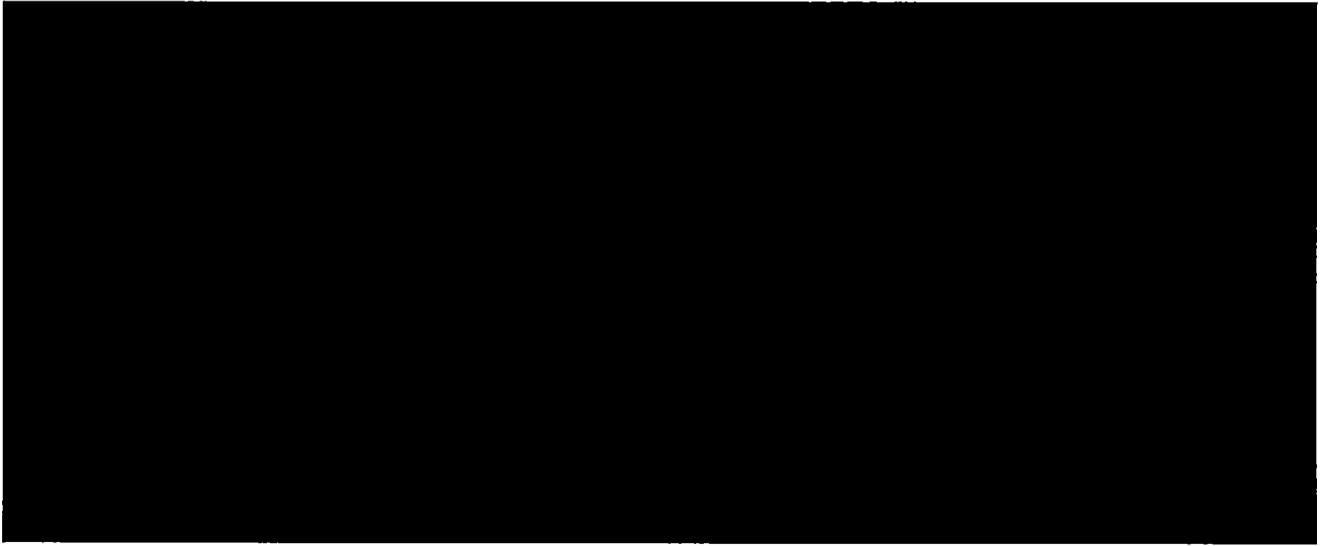
BY:  _____

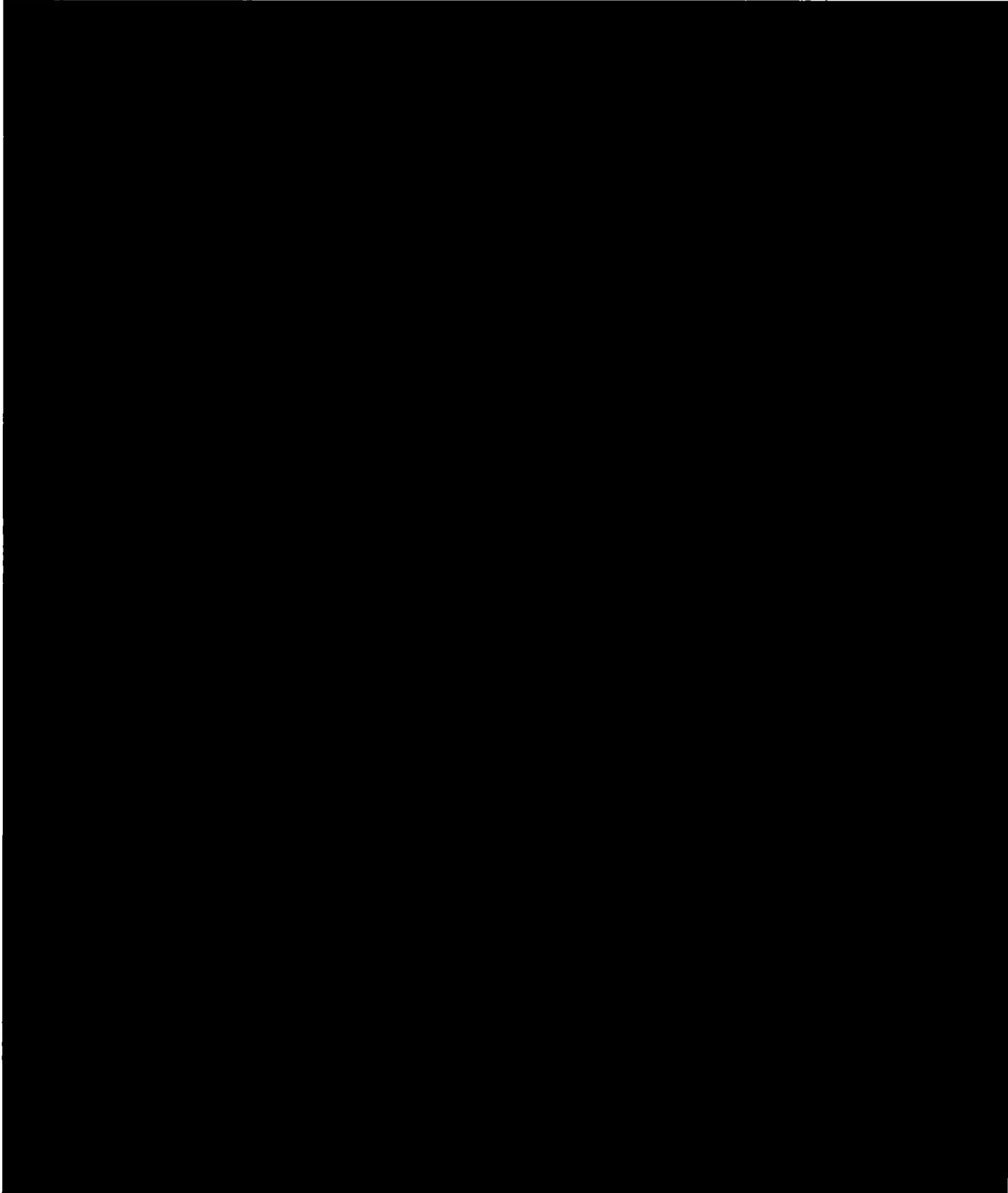
NAME: John Greenbank

TITLE: Executive Vice President

DATE: December 3, 2018



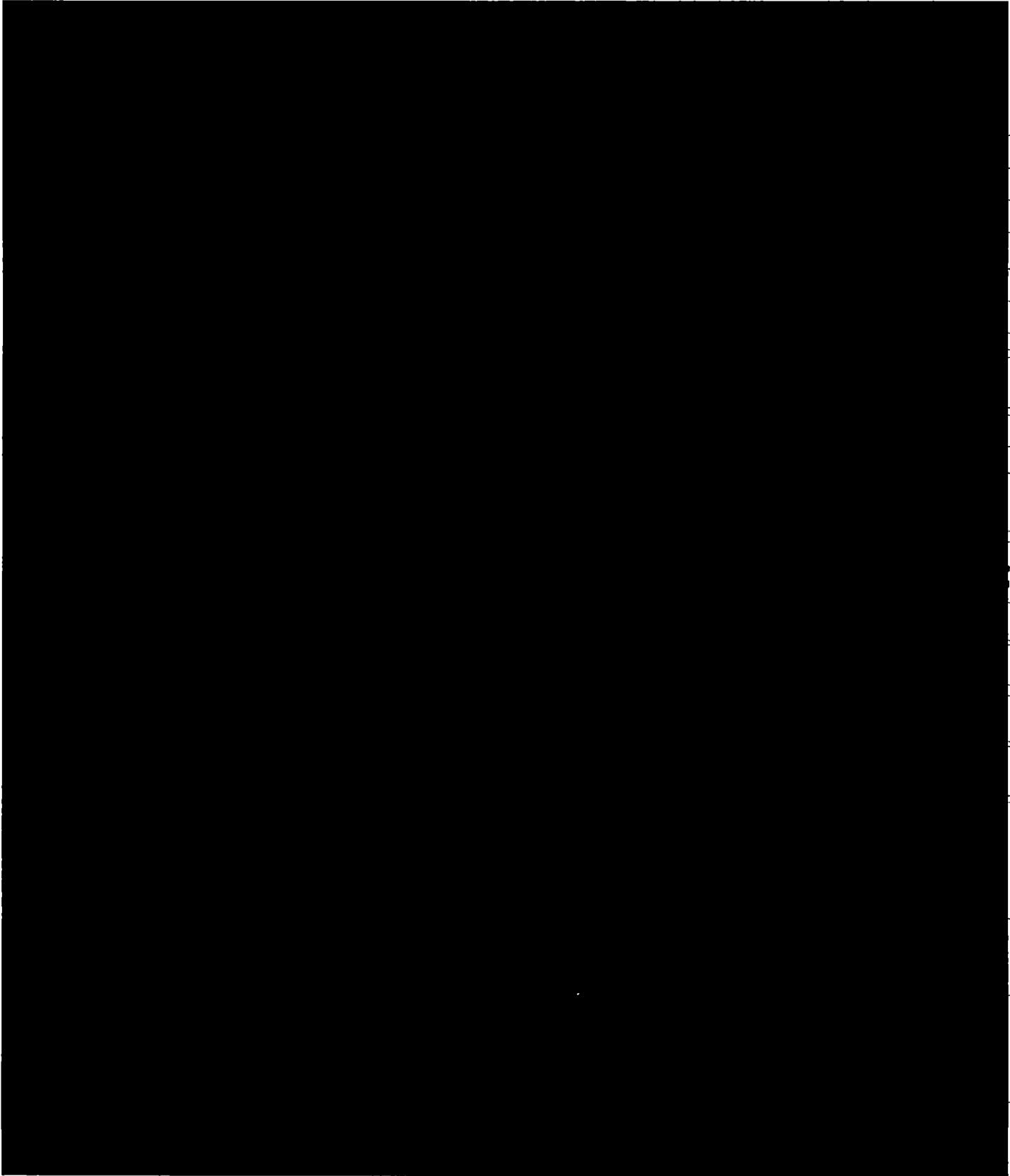




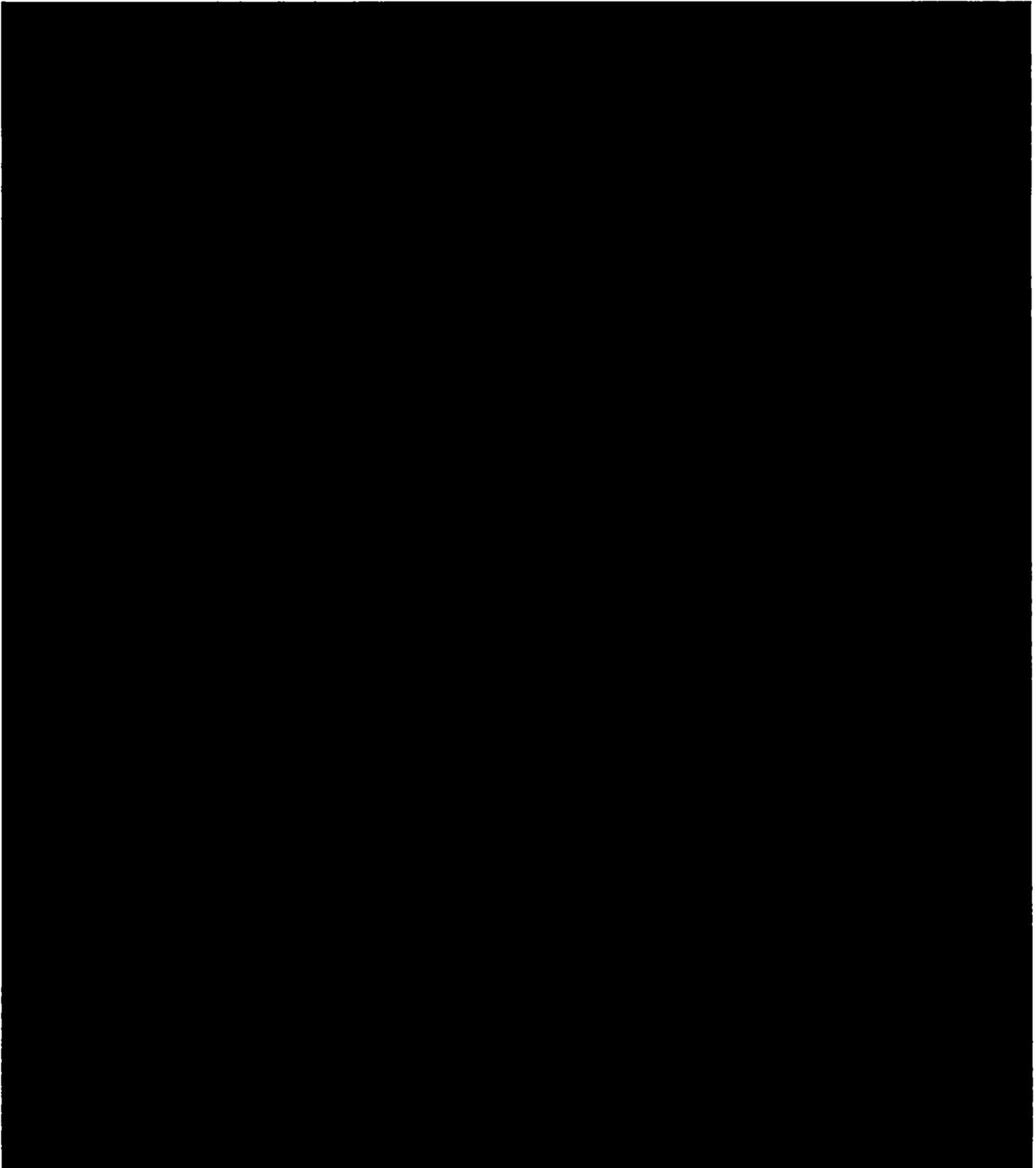
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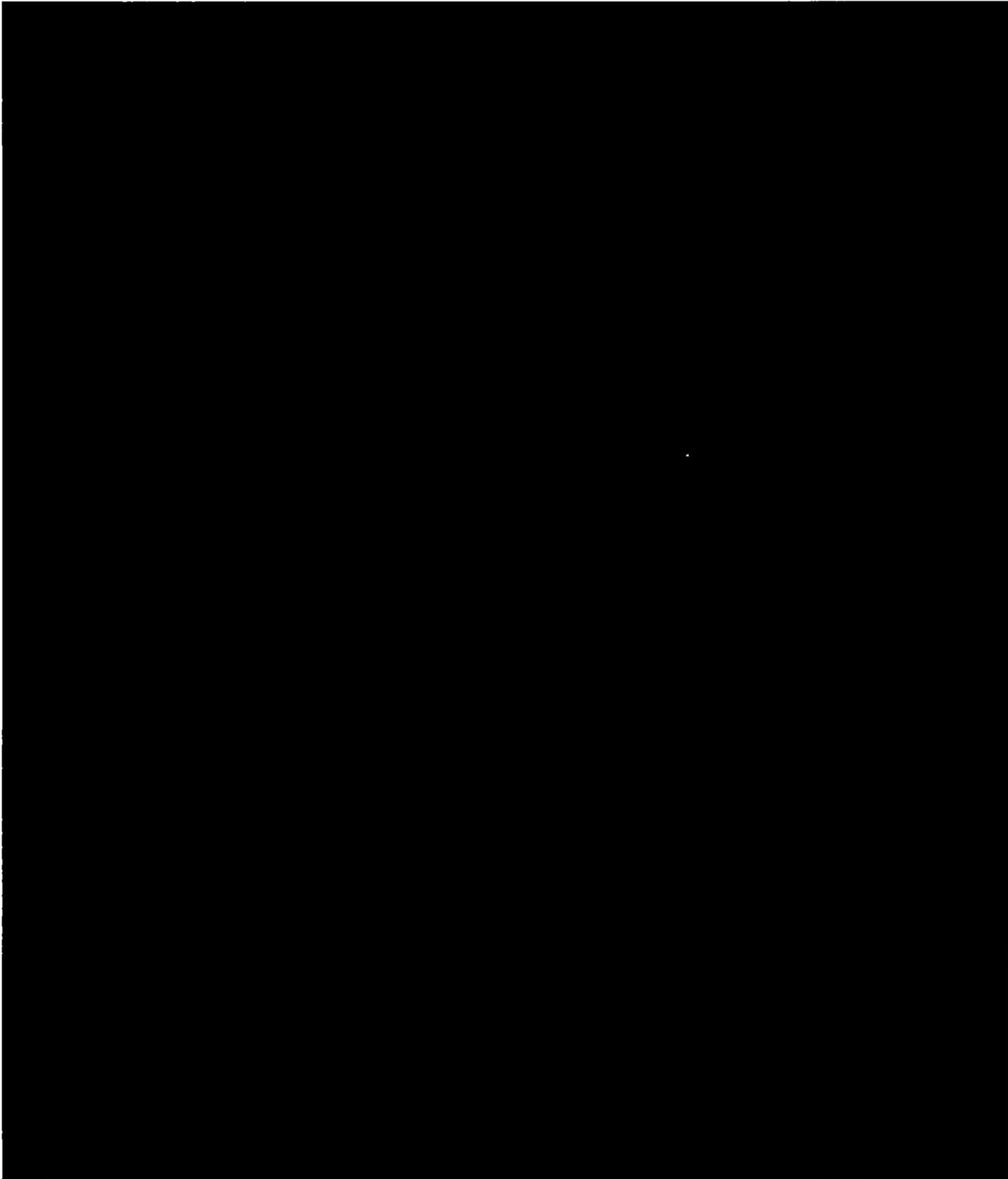
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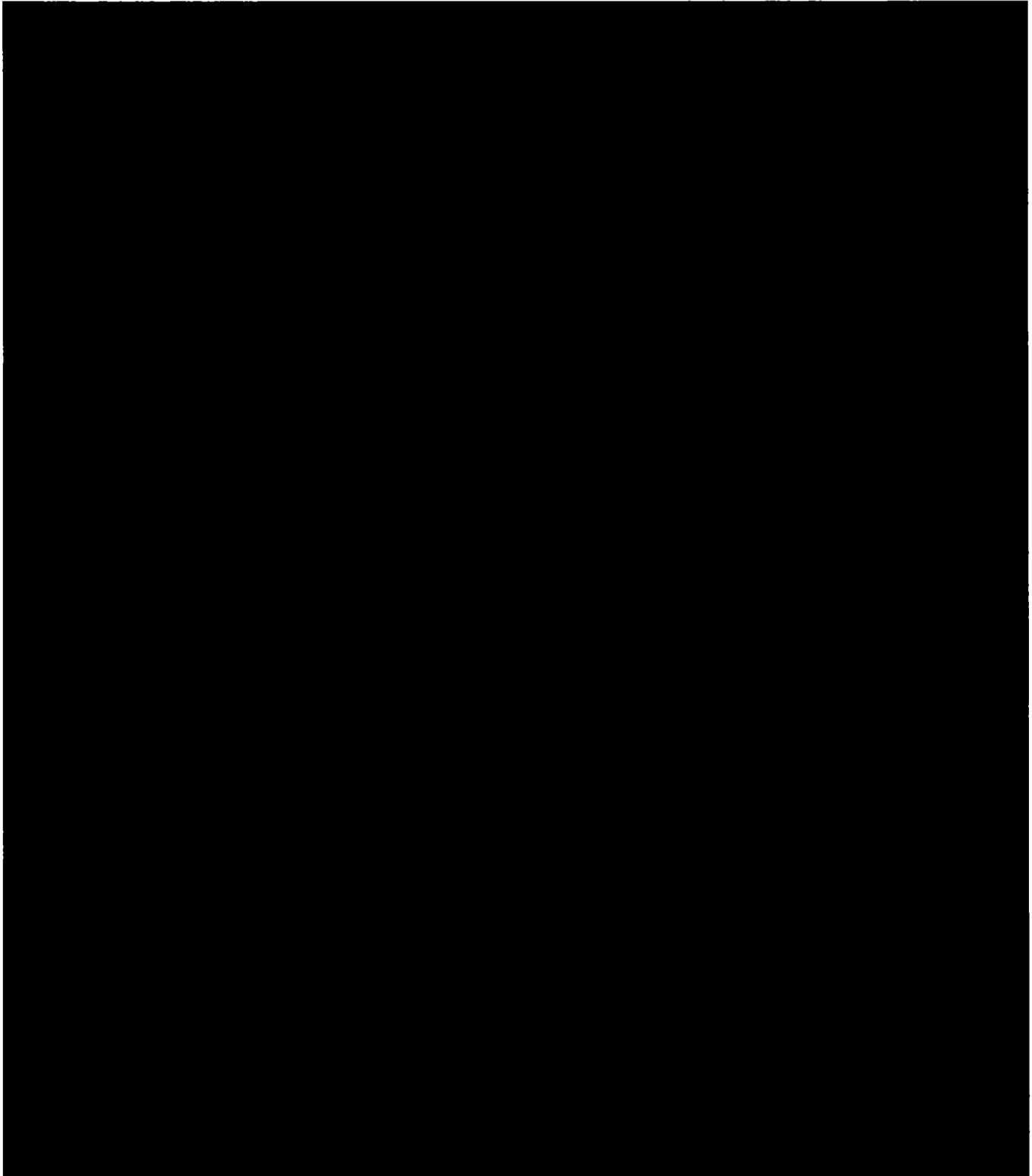


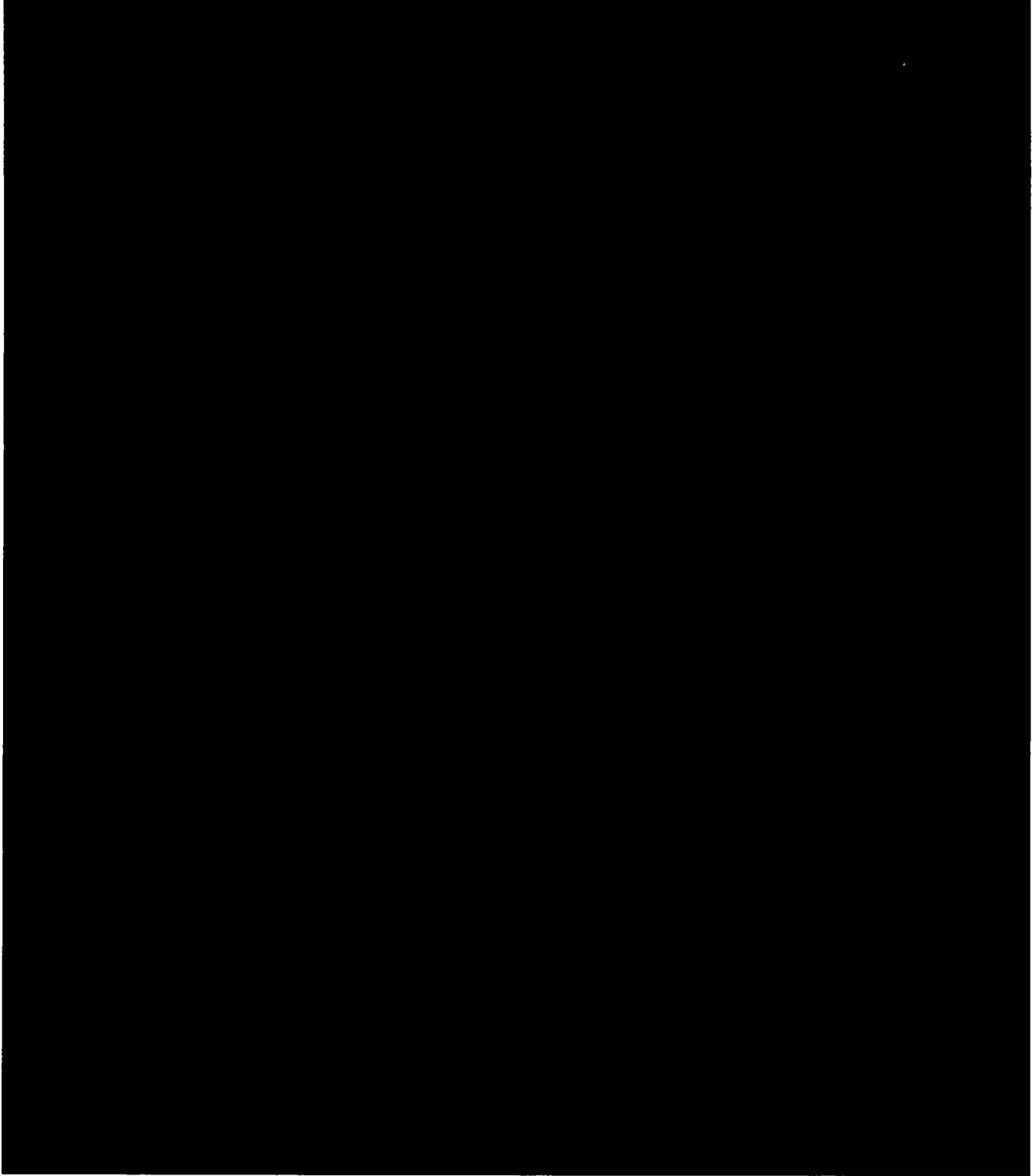


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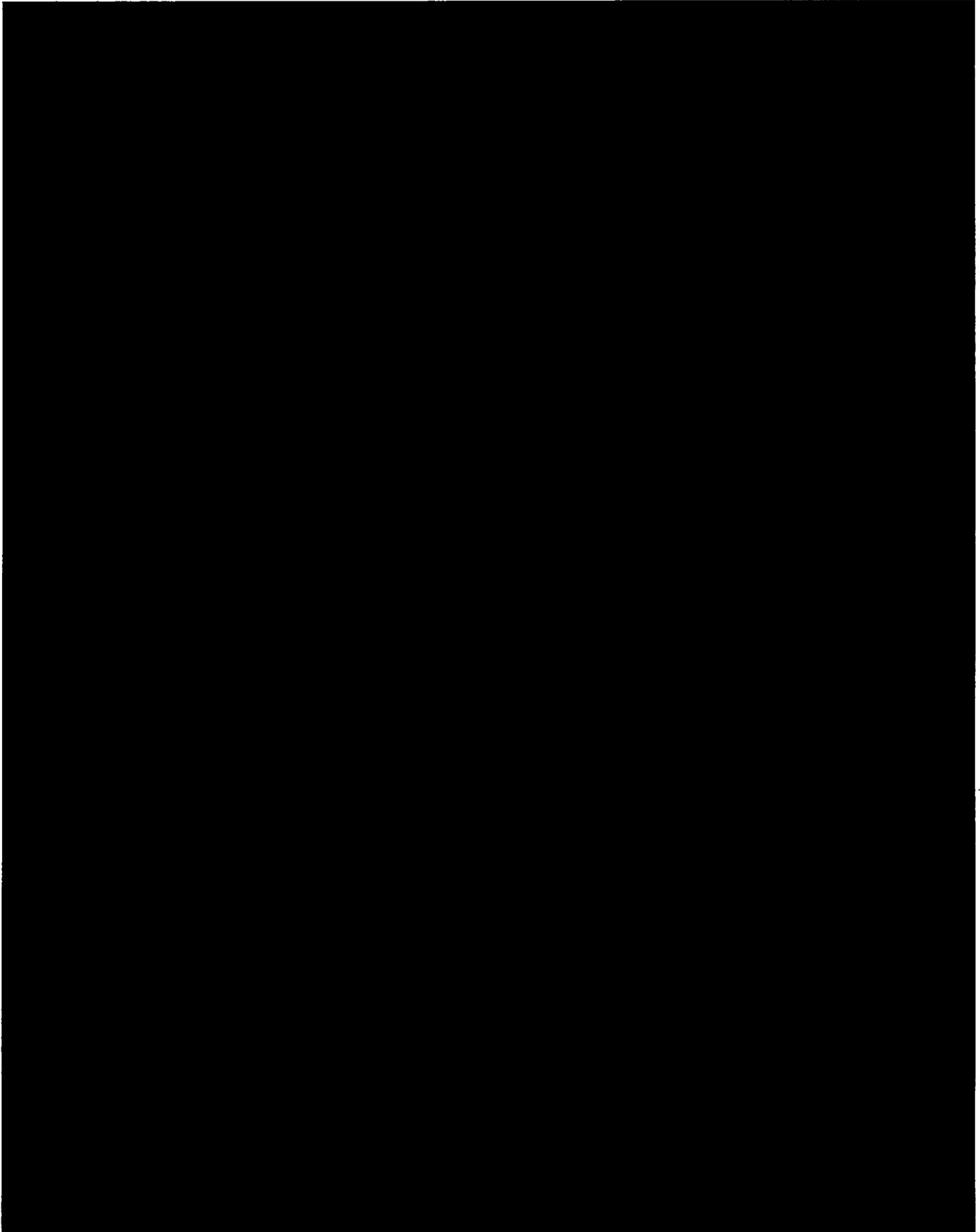


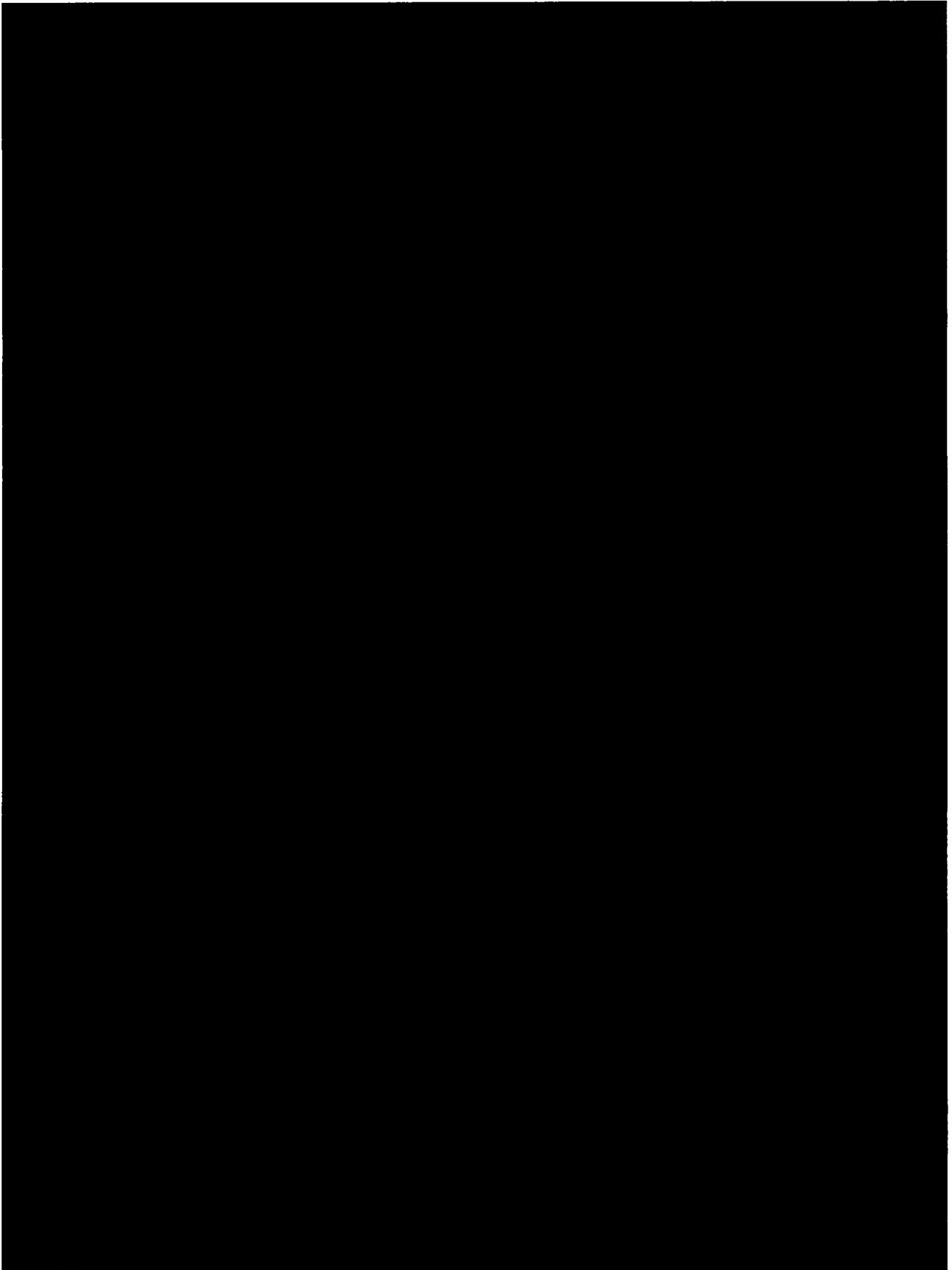


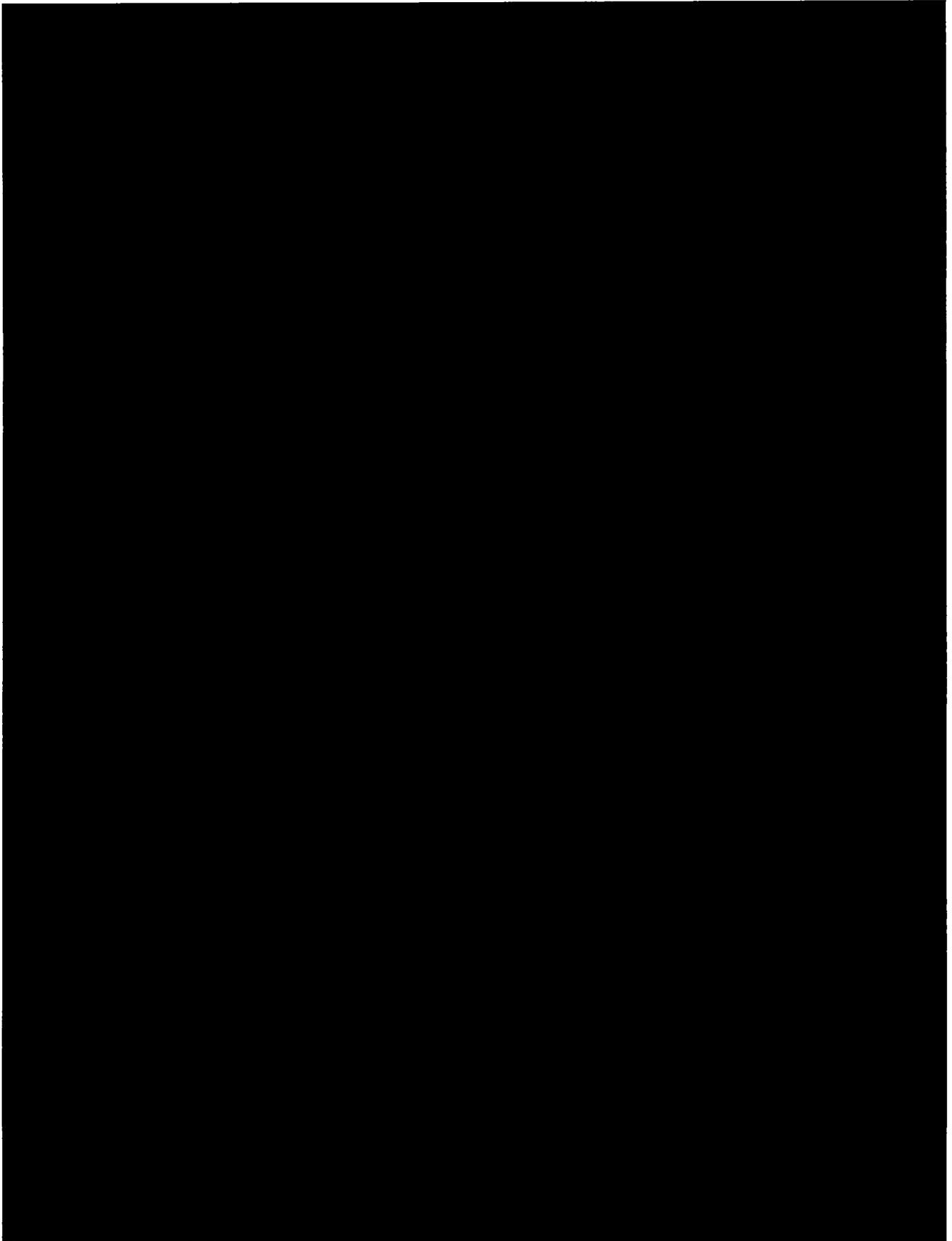


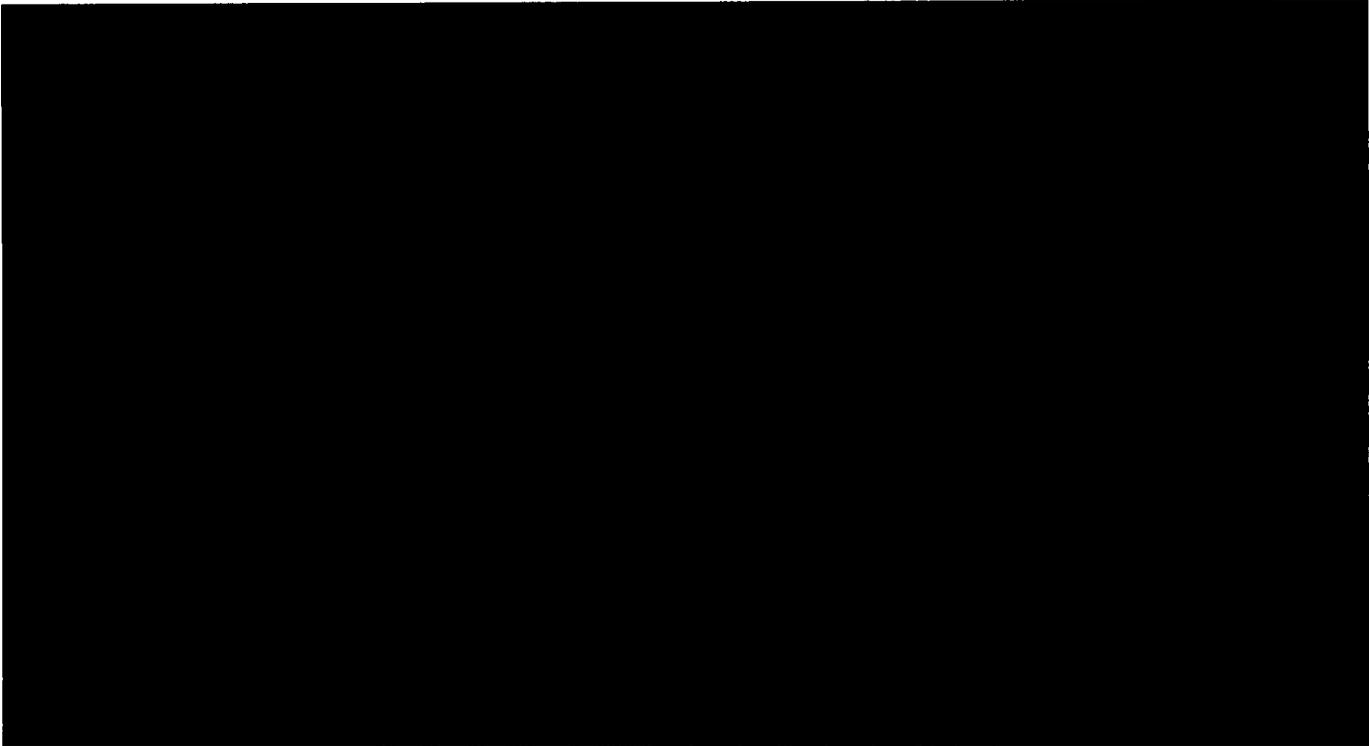


**FIRST AMENDMENT
TO POLE ATTACHMENT LICENSE AGREEMENT**









AGREED TO effective as of December 1, 2018.

CMN-RUS, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

WINDSTREAM KENTUCKY EAST, LLC

By: _____
DocuSigned by:
Joyce Latham

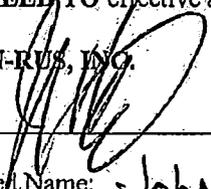
Printed Name: Joyce Latham
3B94FD8090FA44F...

Title: Director OSP Engineering

Date: 12/4/2018

AGREED TO effective as of December 1, 2018.

CMN-RUS, INC.

By:  _____

Printed Name: John Greenbank

Title: Executive Vice President

Date: December 3, 2018

WINDSTREAM KENTUCKY EAST, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

