

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC APPLICATION OF)	
KENTUCKY UTILITIES COMPANY FOR AN)	CASE NO. 2018-00294
ADJUSTMENT OF ITS ELECTRIC RATES)	

In the Matter of:

ELECTRONIC APPLICATION OF)	
LOUISVILLE GAS AND ELECTRIC)	CASE NO. 2018-00295
COMPANY FOR AN ADJUSTMENT OF ITS)	
ELECTRIC AND GAS RATES)	

JOINT MOTION

Kentucky Utilities Company (“KU”) and Louisville Gas and Electric Company (“LG&E”) (collectively “Companies”) hereby respectfully move for leave to file the written Stipulation and Recommendation (“Stipulation”) entered into by the Companies and Charter Communications Operating LLC (“Charter”) (collectively “Stipulating Parties”).

As grounds for their motion, the Companies state that representatives of the Stipulating Parties, the Office of Attorney General, Louisville/Jefferson County Metro Government and Commission Staff participated in a video conference on February 25, 2019, to discuss settlement of the issues associated with the Companies’ proposed revisions to their *Pole and Structure Attachment Rate (“PSA”) Schedule*. As a result of this conference, the Stipulating Parties have reached a settlement of all the issues associated with the *PSA Schedule* and have documented their understanding in the Stipulation.

WHEREFORE, KU and LG&E request the Commission enter an order granting the Companies leave to file the Stipulation in the records for these proceedings.

Dated: February 27, 2019

Respectfully submitted,




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*Counsel for Kentucky Utilities Company
and Louisville Gas and Electric Company*

CERTIFICATE OF COMPLIANCE

This is to certify that Kentucky Utilities Company and Louisville Gas and Electric Company's February 27, 2019 electronic filing of their Joint Motion is a true and accurate copy of the same document being filed in paper medium; that the electronic filing has been transmitted to the Commission on February 27; that there are currently no parties that the Commission has excused from participation by electronic means in this proceeding; and that an original of the Joint Motion, in paper medium, will be to the Commission no later than March 1, 2019.



Kenneth R. Niess
Counsel for Kentucky Utilities Company
and Louisville Gas and Electric Company

STIPULATION AND RECOMMENDATION

This Stipulation and Recommendation (“Stipulation”) is entered into this twenty-seventh day of February 2019 by and between Kentucky Utilities Company (“KU”) and Louisville Gas and Electric Company (“LG&E”) (collectively, “the Utilities”) and Charter Communications Operating, LLC (“Charter”). (Collectively, the Utilities and Charter are the “Parties,” and each individually is a “Party.”)

W I T N E S S E T H:

WHEREAS, on September 28, 2018, KU filed with the Kentucky Public Service Commission (“Commission”) its Application for Authority to Adjust Electric Rates, *In the Matter of: Electronic Application of Kentucky Utilities Company for an Adjustment of Its Electric Rates*, and the Commission has established Case No. 2018-00294 to review KU’s base rate application;

WHEREAS, on September 28, 2018, LG&E filed with the Commission its Application for Authority to Adjust Electric and Gas Rates, *In the Matter of: Electronic Application of Louisville Gas and Electric Company for an Adjustment of Its Electric and Gas Rates*, and the Commission has established Case No. 2018-00295 to review LG&E’s base rate application, (Case Nos. 2018-00294 and 2018-00295 are hereafter collectively referenced as the “Rate Proceedings”);

WHEREAS, full intervention status in Case No. 2018-00294 has been granted to the Attorney General of the Commonwealth of Kentucky, by and through the Office of Rate Intervention (“AG”), Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc. (“CAC”), United States Department of Defense and All Other Federal Executive Agencies (“DoD”), Kentucky Industrial Utility Customers, Inc. (“KIUC”), The Kroger Company (“Kroger”), Kentucky School Boards Association (“KSBA”), Lexington-Fayette

Urban County Government (“LFUCG”), Sierra Club, Alice Howell, and Carl Vogel, and Walmart, Inc.;

WHEREAS, full intervention status in Case No. 2018-00295 has been granted to Association of Community Ministries, Inc., AG, DoD, KIUC, Kroger, KSBA, Louisville/Jefferson County Metro Government, Metropolitan Housing Coalition, Sierra Club, Amy Waters, and Joe Dutkiewicz, and Wal-Mart;

WHEREAS, as part of its application, each of the Utilities proposed revisions to the terms and conditions set forth in its Pole and Structure Attachment Charges Schedule (“Rate PSA”) under which certain entities may attach their facilities to the Utilities’ poles and structures;

WHEREAS, Charter, an entity that attaches its facilities to the Utilities’ poles and structures pursuant to Rate PSA, was the only intervening party in the Rate Proceedings to file testimony with the Commission addressing the proposed revisions to the Utilities’ Rate PSA

WHEREAS, at Charter’s request, a video conference call was conducted on February 25, 2019 to discuss the issues related to the Utilities’ proposed revisions to Rate PSA;

WHEREAS, all parties to the Rate Proceedings were notified in advance of the video conference call and offered the opportunity to fully participate;

WHEREAS, representatives of the Utilities, Charter, the AG, Louisville/Jefferson County Metro Government, and Commission Staff participated in this video conference call during which the proposed revisions to Rate PSA were discussed;

WHEREAS, it is understood by the Parties that this Stipulation is subject to the approval of the Commission, insofar as it constitutes an agreement by the Parties for settlement, and, absent express agreement stated herein, does not represent agreement on any specific claim,

methodology, or theory supporting the appropriateness of any proposed or recommended adjustments to the Utilities' rates, terms, or conditions;

WHEREAS, the Parties have expended considerable time to reach the stipulations and agreements which form the basis of this Stipulation;

WHEREAS, the Parties agree that this Stipulation, viewed in its entirety, is a fair, just, and reasonable resolution of all the issues addressed herein; and

WHEREAS, the Parties believe sufficient and adequate evidence in the record of these proceedings support this Stipulation, and further believe the Commission should approve it;

NOW, THEREFORE, for and in consideration of the promises and conditions set forth herein, the Parties hereby stipulate and agree as follows:

ARTICLE I. RATE PSA MODIFICATIONS

1.1. Terms and Conditions of Rate PSA. The Parties stipulate and agree that revisions to the originally proposed version of the PSA Rate Schedule are necessary to ensure a fair and correct billing of Attachment Customers and to afford sufficient flexibility to permit Attachment Customers to operate effectively in the unregulated, market-based telecommunications industry without compromising worker or public safety. The revised PSA Rate Schedules, which are shown in Exhibits 1 and 2 to this Stipulation, with the proposed additions and deletions clearly marked, appropriately balance an Attachment Customer's need for flexibility with the public's interest in reliable and safe electric service. The Parties stipulate that, as revised, the terms and conditions set forth in the proposed PSA Rate Schedule are fair, just, and reasonable, will promote public safety, enhance the reliability of electric service, and ensure fair and uniform treatment of Attachment Customers as well as promote the deployment and adoption of advanced communications services.

ARTICLE II. MISCELLANEOUS PROVISIONS

2.1. Except as specifically stated otherwise in this Stipulation, entering this Stipulation shall not be deemed in any respect to constitute an admission by any of the Parties that any computation, formula, allegation, assertion or contention made by any other party in these Rate Proceedings is true or valid.

2.2. The Parties agree that the foregoing stipulations and agreements represent a fair, just, and reasonable resolution of the issues addressed herein and request the Commission to approve the Stipulation.

2.3. Following the execution of this Stipulation, the Parties shall cause it to be filed with the Commission on or about March 1, 2019, together with a request to the Commission for consideration and approval of this Stipulation for rates, terms and conditions to become effective for service rendered on and after May 1, 2019.

2.4. This Stipulation is subject to the acceptance of, and approval by, the Commission. The Parties agree to act in good faith and to use their best efforts to recommend to the Commission that this Stipulation be accepted and approved. The Parties commit to notify immediately any other Party of any perceived violation of this provision so the Party may have an opportunity to cure any perceived violation, and all Parties commit to work in good faith to address and remedy promptly any such perceived violation. In all events counsel for all Parties will represent to the Commission that the Stipulation produces a fair, just, and reasonable means of resolving all issues in these proceedings involving proposed revisions to Rate PSA, and will clearly and definitively ask the Commission to accept and approve the Stipulation as such.

2.5. If the Commission issues an order adopting this Stipulation in its entirety and without additional conditions, each of the Parties agrees that it shall file neither an application for

rehearing with the Commission, nor an appeal to the Franklin Circuit Court with respect to the portions of such order that concern this Stipulation. The Parties commit to notify immediately any other Party of any perceived violation of this provision so the Party may have an opportunity to cure any perceived violation. All Parties agree that no monetary damages will be sought or obtained from a Party if the Party is not in breach, but rather a non-Party purporting to act for the Party has sought rehearing or appeal of a Commission order adopting this Stipulation in its entirety and without additional conditions.

2.6. If the Commission does not accept and approve this Stipulation in its entirety and without additional conditions, then any adversely affected Party may withdraw from the Stipulation within the statutory periods provided for rehearing and appeal of the Commission's order by (1) giving notice of withdrawal to all other Parties and (2) timely filing for rehearing or appeal. If any Party timely seeks rehearing of or appeals the Commission's order, all Parties will continue to have the right to withdraw until the conclusion of all rehearings and appeals. Upon the latter of (1) the expiration of the statutory periods provided for rehearing and appeal of the Commission's order and (2) the conclusion of all rehearings and appeals, all Parties that have not withdrawn will continue to be bound by the terms of this Stipulation as modified by the Commission's order.

2.7. If this Stipulation is voided or vacated for any reason after the Commission has approved this Stipulation, none of the Parties will be bound by this Stipulation.

2.8. This Stipulation shall in no way be deemed to divest the Commission of jurisdiction under Chapter 278 of the Kentucky Revised Statutes.

2.9. This Stipulation shall inure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

2.10. This Stipulation, including its Exhibits, constitutes the complete agreement and understanding among the Parties, and any and all oral statements, representations or agreements made prior hereto or contained contemporaneously herewith shall be null and void and shall be deemed to have been merged into this Stipulation.

2.11. The Parties agree that, for the purpose of this Stipulation only, the terms are based upon the independent analysis of the Parties to reflect a fair, just, and reasonable resolution of the issues herein and are the product of compromise and negotiation.

2.12. The Parties agree that neither this Stipulation nor any of the terms shall be admissible in any court or commission except insofar as such court or commission is addressing litigation arising out of the implementation of the terms herein or the approval of this Stipulation. This Stipulation shall not have any precedential value in this or any other jurisdiction.

2.13. The signatories hereto warrant that they have appropriately informed, advised, and consulted their respective Parties in regard to the contents and significance of this Stipulation and based upon the foregoing are authorized to execute this Stipulation on behalf of their respective Parties.

2.14. The Parties agree that this Stipulation is a product of negotiation among all Parties hereto, and no provision of this Stipulation shall be strictly construed in favor of or against any party.

2.15. The Parties agree that this Stipulation may be executed in multiple counterparts.

(This space intentionally left blank.)

APPENDIX A: LIST OF STIPULATION EXHIBITS


Stipulation Exhibit 1: KU PSA Rate Schedule Tariff Sheets (Redlined Version)

Stipulation Exhibit 2: LG&E PSA Rate Schedule Tariff Sheets (Redlined Version)

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures.

Kentucky Utilities Company and
Louisville Gas and Electric Company

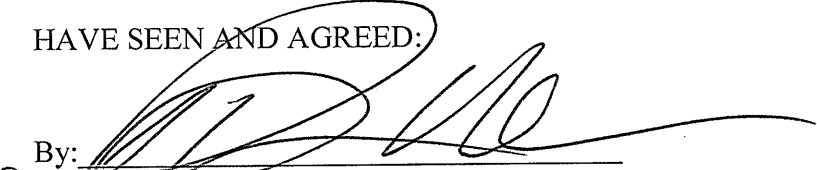
HAVE SEEN AND AGREED:

By: 
Kendrick R. Riggs

Charter Communications Operating LLC

HAVE SEEN AND AGREED:

By:



Paul Werner
Hanna Wigger

Stipulation Exhibit 1

Standard Rate

PSA

Pole and Structure Attachment Charges

APPLICABLE

In all territory served.

AVAILABILITY

Available to the facilities of Governmental units, Educational Institutions, Cable Television System Operators and Telecommunications Carriers as provided below except: (1) facilities of local exchange carriers ("ILECs") with joint use agreements with the Company; (2) facilities subject to a fiber exchange agreement; and (3) Macro Cell Facilities. Nothing in this tariff expands the right to attach to the Company's structures beyond the rights otherwise conveyed by law.

APPLICABILITY OF SCHEDULE TO CURRENT LICENSE AGREEMENTS

Any Telecommunications Carrier that executed a license agreement permitting attachments to Company's Structures prior to the July 1, 2017 shall be subject to the rates, terms, and conditions of this Pole and Structure Attachment Charges Schedule ("this Schedule") upon expiration or termination of its license agreement. Any Governmental Unit or Educational Institution that executed a license agreement permitting attachments to Company's Structures prior to May 1, 2019 shall be subject to the rates, terms and conditions of this Schedule upon expiration or termination of its license agreement, unless such license agreement provides otherwise.

DEFINITIONS

"Affiliate" means, with respect to an entity, any entity controlling, controlled by, or under common control with such entity.

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

"Attachment" means the Cable or Wireless Facilities and all associated appliances including without limitation any overlashed cable, guying, small splice panels and vertical overhead to underground risers but shall not include power supplies, equipment cabinets, meter bases, and other equipment that impedes accessibility or otherwise conflicts with Company's electric design and construction standards.

"Attachment Customer" means a customer that attaches its facilities to one or more of the Company's Structures and has executed an Attachment Customer Agreement with the Company.

"Contract for Attachment to Company Structures" or "Contract" means the written agreement provided by Company and executed between Attachment Customer and Company incorporating the terms and conditions of this Schedule.

"Business Day" means a calendar day unless it is a Saturday, a Sunday or a legal holiday.

DATE OF ISSUE: September 28, 2018

DATE EFFECTIVE: With Service Rendered
On and After November 1, 2018

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated _____**

Standard Rate

PSA

Pole and Structure Attachment Charges

“Cable” means the fiber optic or coaxial cable, or any other type of cable, as well as any messenger wire or support strand.

“Cable television system operator” means a Person who operates a system that transmits television signals, for distribution to subscribers of its services for a fee, by means of wires or cables connecting its distribution facilities with its subscriber’s television receiver or other equipment connecting to the subscriber’s television receiver, and not by transmission of television signals through the air, and subscription to the system’s service is available to the public.

“Communication Space” means the area below the Communication Worker Safety Zone to the limit of allowable NESC clearance, department of transportation or other governmental requirements, and Company’s internal construction standards on poles.

“Communication Worker Safety Zone” means the space between the facilities located in the Supply Space and facilities located in the Communications Space on poles.

“Contractor” means any Person employed or engaged by Attachment Customer to perform work or render services upon or in the immediate vicinity of Company’s Structures or associated facilities other than Attachment Customer and Attachment Customer’s employees.

“Credit Rating” means, with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) by Standard and Poor’s Rating Group or its successor (“S&P”), or Moody’s Investor Services, Inc. or its successor (“Moody’s”), or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as its “corporate credit rating” assigned by S&P, or the “long-term issuer rating” assigned by Moody’s.

“Distribution Pole” means a utility pole supporting electric supply facilities, all of which operate at less than 69 kV, but does not include a non-wood street light pole or a wood street light pole that is not located in a public right-of-way.

“Duct” means a pipe, tube, conduit, manhole, or other structure made for supporting and protecting electric and/or communications wires or cables and in which wires, cables and conduits may be placed for support or protection but excluding (1) any pipe now or previously used for the transmission or distribution of natural gas, (2) any duct system supporting electric supply lines operated at 69kV or greater, and (3) any vault.

“Educational Institution” means a public or private, non-profit university, college or community college

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Kentucky Utilities Company

P.S.C. Electric No. 19, Original Sheet No. 40.2

Standard Rate

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“Governmental Unit” means an agency or department of the Federal Government, a department, agency, or other unit of the Commonwealth of Kentucky, a county or city, special district, or other political subdivision of the Commonwealth of Kentucky.

“High Volume Application” means an application or applications for Attachments to more than 300 poles or to place Cable or conduit through more than 10 manholes submitted to Company within a 30-day period.

“Letter(s) of Credit means one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch in a form acceptable to the Company. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit.

“Macro Cell Facility” means a wireless communications system site that is typically high-power and high-site, and capable of covering a large physical area, as distinguished from a distributed antenna system (DAS), small cell, or WiFi attachment, by way of example. Macro Cell Facilities are typically, but not exclusively, co-located on Transmission Poles and communications monopoles and towers.

“Make Ready Survey” means a survey, in the form prescribed by the Company from time to time, prepared by the Company or an Approved Contractor describing in reasonable detail the make-ready engineering requirements, and such other information as the Company may require, for the installation of an Attachment or group of Attachments on a Structure or group of Structures.

“NEC” means the National Electrical Code.

“NESC” means the National Electrical Safety Code.

“Performance Assurance” means collateral in the form of cash, surety bond, Letter(s) of Credit, or other security acceptable to the Company.

“Person” is defined by KRS 278.010(2).

“Service Drop” means a Cable, attached to a pole with a J-hook or other similar hardware that connects the trunk line to an end user’s premises.

“Structure” means any Company pole, conduit, duct, or other facility normally used by the Company to support or protect its electric conductors but shall not include (1) any Transmission Pole other than Transmission Poles to which the Company has attached its own electric supply lines operated at less than 69kV; (2) any street light pole that is not a

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Kentucky Utilities Company

P.S.C. Electric No. 19, Original Sheet No. 40.3

Standard Rate

PSA

Pole and Structure Attachment Charges

wood pole located in a public right-of-way; or (3) any pole that the Company has leased to a third party.

Supply Space” means the space above the Communications Worker Safety Zone used for the installation of electric supply lines.

“Telecommunications carrier” means a Person who operates a system that (1) transmits by wire or wireless means, between or among points specified by the user, information of the user’s choosing without change in the form or content of the information as sent or received, and (2) provides such transmission services for a fee directly to or for the public, or to such classes of users as to be effectively available directly to or for the public.

“Transmission Pole” means any utility pole or tower supporting electric supply facilities designed to operate at 69 kV or greater.

“Wireless Facility” means, without limitation, antennas, risers, transmitters, receivers, and all other associated equipment used in connection with Attachment Customer’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 the Company’s electric design and construction standards.

ATTACHMENT CHARGES

\$ 7.25 per year for each wireline pole attachment.

\$ 0.81 per year for each linear foot of duct.

\$36.25 per year for each Wireless Facility located on the top of a Company pole.

The attachment charge for any other Wireless Facility shall be agreed upon by Attachment Customer and the Company and set forth in a special contract to be filed with the Commission.

BILLING

All attachment charges for use of Structures will be billed semi-annually based upon the type and number of Attachment Customer’s Attachments reflected in Company’s records on December 1 and June 1. A bill issued under this Schedule shall be due upon its issuance. Any bill not paid in full within sixty (60) days of its issuance shall be assessed a late payment fee of three (3) percent on the bill’s current charges. If Attachment Customer fails to pay all charges and fees billed within six (6) months of the bill’s issuance, Company may remove any or all of Attachment Customer’s Attachments. In lieu of or in addition to removal of Attachments, Company may exercise any other remedies available under law to address Attachment Customer’s failure to make timely payment of any charges assessed under this Schedule.

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Pole and Structure Attachment Charges

TERM OF SERVICE

An executed contract shall be for a term of ten (10) 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.

TERMS AND CONDITIONS OF ATTACHMENT

Attachments to Company's Structures that do not interfere with the 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. 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.

1. CONTRACT FOR ATTACHMENT TO COMPANY STRUCTURES

No Attachments shall be made to Company's Structures until Attachment Customer has executed a Contract for Attachment to Company Structures, in a form substantially similar to that which is included at the end of this Schedule. The Contract shall incorporate the terms and conditions set forth in this Schedule.

2. NO PROPERTY RIGHTS

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.

3. USE OF COMPANY'S FACILITIES BY OTHERS

Nothing in this Schedule shall affect the rights or privileges previously conferred by Company to others. The rights granted under this Schedule and the Contract shall at all times be subject to such previously conferred privileges and shall not affect the rights or privileges that may be conferred by Company in the future to others.

4. TRANSFER OF RIGHTS

Except as provided in this Schedule, Attachment Customer's rights under the Contract are non-delegable, non-transferable and non-assignable. Any delegation, transfer or assignment of any interest created by the Contract or this Schedule without Company's prior written consent is voidable at Company's option. Company shall not unreasonably withhold its consent to Attachment Customer's delegation, transfer or assignment of rights under the Contract upon notice of the delegation, transfer or assignment and if adequate evidence is provided of Transferee's compliance with Term 23 (Insurance) and Term 24 (Performance Assurance).

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Pole and Structure Attachment Charges

Attachment Customer shall not permit a third party to overlash or utilize any Attachment without Company's prior written consent. Company may condition its consent upon such third party's compliance with all provisions of the Contract, this Schedule, and such other terms as Company may reasonably require.

5. COMPANY'S ABANDONMENT OF STRUCTURE

Company shall provide an Attachment Customer with a minimum of 180 days' notice before abandoning a Structure to which Attachment Customer has made an Attachment unless state or local law, easement provisions, or contractual obligations to a third party requires the Structure to be abandoned in a shorter period, in which case Company shall provide as much notice as is reasonably practicable.

6. FRANCHISES AND EASEMENTS

Attachment Customer shall secure at its own expense any right-of-way, easement, license, franchise or permit from any Person that may be required for the construction or maintenance of Attachments by or for Attachment Customer. If requested by Company, Attachment Customer shall submit to Company satisfactory evidence of such right-of-way, easement, license, franchise or permit. Company's approval of Attachments shall not constitute any representation or warranty regarding Attachment Customer's right to occupy or use any public or private right-of-way.

Upon an Attachment Customer's written request, Company may provide to Attachment Customer such non-private information as Company may have regarding the name of the record landowners from which Company obtained easements for Structures. Such information is provided without representation or warranty as to its accuracy or completeness. Company has no obligation to correct or supplement any information so provided. If Company provides assistance to Attachment Customer in obtaining easements or other property rights, Attachment Customer shall reimburse Company's cost of providing such assistance within thirty (30) days of its receipt of an invoice from Company.

Attachment Customer shall indemnify and save harmless Company from all claims, including the expenses incurred by Company to defend itself against such claims, resulting from or arising out of the failure of Attachment Customer to secure any right of way, easement, license, franchise or permit.

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Standard Rate

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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. Each application 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 perform a pole loading study or request Attachment Customer to submit such study based upon a visual inspection or other information held by Company. If Company conducts a visual inspection of the pole to ascertain the need for a pole loading analysis, Company may assess the cost of such inspection to the Attachment Customer. If Company determines a pole loading study is required, no application shall be considered completed until submission of such study. Attachment Customer may perform the pole loading study or request Company to perform the study with cost to be borne by Attachment Customer. Nothing contained herein shall preclude Attachment Customer from submitting a pole loading study with its application without Company performing a visual inspection or otherwise requesting such study to expedite Company's review.
- b. Attachment Customer shall be responsible for all costs associated with the application, a Make Ready Survey, engineering analysis, and Company's review of the application. Attachment Customer shall reimburse Company upon presentation of an invoice for such costs. If Attachment Customer does not request Attachments to a Transmission Pole or Duct, Company shall complete a Make Ready Survey within sixty (60) days of its receipt of Attachment Customer's completed application. 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 completion of a Make-Ready Survey.

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Pole and Structure Attachment Charges

- c. Upon completion of the Make Ready Survey, 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 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 that do not support electric supply lines operated at less than 69kV are not available for Attachments under this Schedule: (1) Transmission Poles that do not support electric supply lines operated at less than 69kV; (2) any Transmission Poles that support electric supply lines operated at 138kV or above.
- d. Within fifteen (15) 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 this statement by submitting payment of the statement amount within fifteen (15) days of receipt. 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.
- e. 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.

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- f. If Company is unable to perform the Make Ready Survey and engineering analysis within the time period established under Section 7b, Company shall advise Attachment Customer and promptly meet with Attachment Customer to develop a mutually agreeable plan of performance.
- g. If Company fails to perform the make-ready work within sixty (60) days of receipt of Attachment Customer's payment of the make-ready costs, Attachment Customer may perform such work at its expense using an Approved Contractor, except that Attachment Customer may not perform such work with respect to Transmission Poles or Ducts. The Approved Contractor shall provide notice to Company at least one week prior to performing any make-ready. During the performance of any make-ready by Approved Contractors, an inspector designated by Company shall 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. ~~The cost of such inspector(s) shall be reimbursed by Attachment Customer within 30 days of receipt of an invoice from Company.~~ Company shall refund any unexpended make-ready fees within 30 days of notice that Attachment Customer has performed the work
- h. If Attachment Customer submits to Company within a thirty (30) day period an application or applications for Attachments to more than 300 poles or to place Cable or conduit through more than ten (10) manholes, such application or applications shall be considered a High Volume Application. The provisions set forth in Sections 7b through 7g that relate to time period and cost-reimbursement of the Company's performance of application review, engineering analysis, 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, engineering analysis, and a Make Ready Survey, and the performance of make ready work, shall set this plan to writing and shall file it with the Commission as a special contract.

DATE OF ISSUE: September 28, 2018

DATE EFFECTIVE: With Service Rendered
On and After November 1, 2018

ISSUED BY: /s/ Robert M. Conroy, Vice President
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- i. 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 30 days of presentation of an invoice for such inspections. The provisions of this Pole Structure Attachment Schedule shall not apply to an ILEC service drop if the ILEC has a joint use agreement with the Company and the service drop is located in the area covered by the joint use agreement.

8. CONSTRUCTION AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

- a. Attachment Customer shall not construct or install any Attachments until: (1) Company has approved in writing the design, construction, and installation practices for Attachment Customer's Attachments. (2) all Company make-ready work, if any, has been completed (and, if such make-ready work has been performed by an Approved Contractor pursuant to Section 7g above, inspected by Company); and (3) any necessary third party rearrangements or transfers have been completed. Any Attachment that fails to comply with this provision shall be deemed an Unauthorized Attachment for purposes of Section 19 of this Schedule
- b. All Attachments shall be constructed and installed in a manner reasonably satisfactory to Company and so as not to interfere with Company's present or future use of its Structures. Attachments in Ducts shall not include any splice enclosures or excess cable. Attachment Customer shall maintain, operate and construct all Attachments in such manner as to ensure Company's full and free access to all Company facilities. All Attachments shall conform to Company's electric design and construction standards and applicable requirements of the NESC, NEC, and all other applicable codes and laws. In the event of a conflict, the more stringent standard shall apply.

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- 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 when Attachment Customer or its agents perform work on the attachment. 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 complete installation of its Attachments 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, and shall notify Company in writing upon its completion. If Attachment Customer fails to complete the installation 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

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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.

- g. Attachment Customer may use qualified contractors of its own choice to perform work below the Communication Worker Safety Zone. For any work in or above the Communication Worker Safety Zone that Company allows Attachment Customer to perform, Attachment Customer shall use an Approved Contractor who may, at Company's discretion, be required to be accompanied by a Company-designated inspector. For any work in Company's Ducts, Attachment Customer shall use an Approved Contractor, who must be accompanied by a Company-designated inspector. Company shall schedule a Company-designated inspector to accompany an Approved Contractor within fifteen (15) days of its receipt of such request for such inspector. Attachment Customer shall reimburse Company for the actual cost associated with providing inspection services within 30 days of receipt of an invoice.
- h. Company may also monitor Attachment Customer's construction and installation of Attachments below the Communication Worker Safety Zone. If the need for a monitor is caused by Attachment Customer's failure to comply with the terms of this Schedule, the Contract, or any applicable law or regulation, Attachment Customer shall reimburse Company for the actual cost of any such monitoring within thirty (30) days of receipt of an invoice for such cost. For locations where Attachment Customer's construction and installation are within Company underground facilities, Attachment Customer shall reimburse Company for the actual cost associated with providing inspection services within thirty (30) days of receipt of an invoice.
- i. Attachment Customer shall comply with all applicable federal, state, and local laws, rules and regulations with respect to environmental practices undertaken pursuant to the construction, installation, operation and maintenance of its Attachments. Attachment Customer shall not bring, store or utilize any hazardous materials on any Company site without Company's prior express written consent. To the extent reasonably practicable, Attachment Customer shall restore any property altered pursuant to this Schedule or the Contract to its condition existing immediately prior to the alteration. Company has no obligation to correct or restore any property altered by Attachment Customer and bears no responsibility for Attachment Customer's compliance with applicable environmental regulations.
- j. If Attachment Customer fails to install any Attachment in accordance with the standards and terms set forth in this Schedule and Company provides written notice to Attachment Customer of such failure, Attachment Customer, at its own expense, shall make necessary adjustments within thirty (30) days of receipt of such notice. Subject to Section 15 of this Schedule, if Attachment Customer fails to make such adjustments

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within such time period, Company may make the repairs or adjustments, and Attachment Customer shall pay Company for the actual cost thereof plus a penalty of ~~50%~~ 10% of actual costs within thirty (30) days of receipt of an invoice.

- k. Attachment Customer is responsible for any damage, fines or penalties resulting from any noncompliance with the construction and maintenance requirements and specifications set forth in this Section 8, except when Attachment Customer demonstrates that noncompliance is due to the actions of the Company or another Attachment Customer. Company undertakes no duty to require any specific action by Attachment Customer and assumes no responsibility by requiring such compliance or by requiring Attachment Customer to meet any specifications or to make any corrections, modifications, additions or deletions to any work or planned work by Attachment Customer.
- l. Within fifteen (15) days of completion of the installation of the Attachment, Attachment Customer shall furnish Company with complete "as-built" drawings in a computer-generated electronic format (or such other format as is agreeable to Company). Hand drawings shall not be submitted.

9. ADDITIONAL REQUIREMENTS FOR WIRELESS FACILITIES

- a. Wireless Facilities Attachments may be attached to Distribution Poles only.
- b. Company may require Attachment Customer to furnish with any written application for permission to install a Wireless Facilities Attachment a mock-up of the proposed Attachment.
- c. Attachment Customer is solely responsible for ensuring that the radiofrequency ("RF") radiation emitted by its Wireless Facilities, alone and/or in combination with any and all sources of RF radiation in the vicinity, is within the limits permitted under all applicable governmental and industry standard safety codes for general population/uncontrolled exposure. Attachment Customer shall install appropriate signage on the poles to which Wireless Facilities have been attached, to warn line workers or the general public of the presence of RF radiation and the need for precautionary measures. Attachment Customer shall periodically inspect the signage and replace the signage if necessary to ensure that the signage, including text and warning symbols, remains clearly visible.
- d. Each Wireless Facility installation shall include a switch that operates to disconnect and de-energize the antenna. In non-emergency circumstances, Company employees or contractors will make reasonable efforts to contact Attachment Customer at a telephone number that Attachment Customer has marked on the Wireless Facility installation to request a temporary power shut-down. Company personnel or those of other entities working on the pole will operate the power disconnect switch to ensure that the antenna

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is not energized while work on the pole is in progress. In emergency circumstances, Company personnel and those of other entities working on Company poles may accomplish the power-down by operation of the power disconnect switch without advance notice to Attachment Customer.

- e. Attachment Customer is solely responsible for ensuring compliance with all Federal Communication Commission antenna registration requirements, Federal Aviation Administration air hazard requirements, or similar requirements with respect to the location of Attachment Customer's Wireless Facilities on Company's poles.
- 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.

10. OVERLASHING OF CABLE

An Attachment Customer may make an initial overlash of an existing attachment if the overlash is not greater than one-half inch in diameter without any advance notice or application to the Company. No application or advance notice is required for the replacement of an existing cable with a cable that is no greater than one-half inch in diameter. With all other overlashing, Attachment Customer shall provide Company with advance notice to permit Company to visually inspect its Structures to determine the need for a pole loading analysis. For projects involving more than ten (10) spans, the Attachment Customer must provide at least fifteen (15) business days' advance notice. For projects involving ten (10) spans or less, Attachment Customer shall provide at least seven (7) business days' advance notice. Notwithstanding the foregoing, no bundle of Attachment Customer's Cable shall exceed two inches in diameter without Company's express written approval.

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11. STRAND-MOUNTED WIRELESS COMMUNICATION DEVICES

A strand-mounted wireless communication device shall be considered part of wireline attachment and not subject to permitting or an additional attachment charge if it is located within the one (1) foot vertical space occupied by Attachment Customer's cable and meets all applicable loading, clearance, and RF emission requirements. Before deploying any strand-mounted wireless communications devices other than strand-mounted wi-fi access points, Attachment Customer shall at least sixty (60) days prior to planned deployment notify Company of the proposed deployment and provide sufficient information regarding the nature of device to permit Company to assess the safety and loadbearing implications of the proposed deployment.

12. MAINTENANCE OF ATTACHMENTS AND STRUCTURES

Attachment Customer shall maintain Attachments in safe condition and in good repair, in a manner reasonably suitable to Company and so as not to conflict with any use of Company facilities (including Structures) by Company or any other Person using such facilities pursuant to any license or permit by Company. Attachment Customer shall not interfere with the working use of any other Person's property on or in such facilities or any such property, which may be placed on or near the Structures and other facilities. Company reserves to itself, its successors, Affiliates and assigns, the right to maintain Structures and other Company property and to operate its business and maintain its property in such a manner as will, in its own judgment, best enable it to fulfill its own service requirements. Company shall not be liable to Attachment Customer for any interference with the operation of Attachment Customer's facilities, or loss of business arising in any manner out of the use of Company's Structures or other property.

13. NATIONAL JOINT UTILITIES NOTIFICATION SYSTEM

Within thirty (30) days of executing a Contract, and prior to making application for any Attachment, Attachment Customer will join National Joint Utilities Notification System ("NJUNS"), a web-based system developed to improve joint use communication, and will actively participate during the term of service, by entering field information into the NJUNS system within the times required by the system. Should Attachment Customer fail to actively participate in NJUNS and should such failure cause Company to incur expense or liability to others, Attachment Customer shall reimburse Company its expense and indemnify and hold Company harmless from any damages or liability arising out of such failure. If Company at a later date elects to use a different system for purposes of the communication currently facilitated by NJUNS, Company shall notify Attachment Customer at least sixty (60) days in advance of such change and Attachment Customer shall make arrangements to participate in that system.

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14. INSPECTIONS/AUDITS

Company may make periodic inspections for the purpose of determining compliance with this Schedule and with the Contract. Neither Company's right to make inspections nor any inspection made by Company shall relieve an Attachment Customer of any responsibility, obligation or liability assumed under this Schedule.

Upon thirty (30) days' prior notice to Attachment Customer, Company may conduct an audit of its Structures to verify the number, location and type of Attachment Customer's Attachments. Company shall make available to Attachment Customer the report of such audit. Such report shall indicate the location and pole number of all attachments of the Attachment Customer. If the audit reveals that the number of Attachments exceeds the number of attachments shown in Company's existing records, the excess number of Attachments shall be presumed to be Unauthorized Attachments. Attachment Customer shall have the right to rebut this presumption and demonstrate that the attachments at issue were authorized. Attachment Customer shall reimburse Company for the expense of such audit, or its pro rata share of such expense if the Attachments of other Attachment Customers are included within the scope of the audit, within thirty (30) days of an invoice for such expenses, provided, however, that no Attachment Customer shall be directly assessed the cost of any system-wide audit that the Company commenced prior to May 1, 2019.

15. INTERFERENCE OR HAZARD

If Company notifies Attachment Customer in writing or orally with written confirmation that the Attachment Customer's Attachments or the condition of Attachment Customer's Attachments on or in any Structure (i) interfere with the use of such Structure or the operation of Company facilities or equipment, (ii) constitute a hazard to the service rendered by Company or any other Persons permitted by Company to use such Structures, (iii) cause a danger to employees of Company or other Persons, or (iv) fail to comply with the Company's standards and applicable requirements of the NESC, NEC, and all other applicable codes, laws and regulations, Attachment Customer shall, within a reasonable period, remove, rearrange, repair or change its Attachments as needed or as directed by Company. In the case of any immediate hazard or danger, such period shall not exceed twenty-four (24) hours from Attachment Customer's receipt of such notice. In case of a hazardous condition or other emergency which requires the immediate removal or relocation of the Attachment Customer's Attachments, Company may at Attachment Customer's expense, without prior notice and with no liability therefor, remove or relocate such Attachments; provided however, that Company shall notify Attachment Customer of such action as soon as reasonably possible by any appropriate means, including by telephone.

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16. REARRANGEMENT; RELOCATION OF STRUCTURES; NEW STRUCTURES

- a. If Attachment Customer's Attachments can be accommodated on or in existing Structures only by rearranging Company facilities, or if because of Attachment Customer's proposed Attachments, Company rearranges or transfers its facilities on or in any facility not owned by it, Attachment Customer shall reimburse Company for the actual expense incurred in making such rearrangement or transfer.
- b. Upon forty-five (45) days prior written notice delivered to Attachment Customer, Company may replace, relocate, or remove any Structure and cause the alteration, relocation or removal of any Attachment, consistent with normal operating, maintenance and development procedures and prudent utility practices. In cases of emergency or dangerous situations, Company shall give only as much prior notice as practical under the circumstances. Likewise, in situations where the Company is required to replace, relocate or remove any Structure in less than 45 days by state or local law, easement provisions, contractual obligations to third parties or to meet the Company's obligation to provide electric service to another customer, Company need provide only as much prior notice as reasonably practical under the circumstances, Company shall bear all costs and expenses of any relocation of the Structures not attributable to or caused by Attachment Customer or its Attachments. Attachment Customer shall bear all costs and expenses of any relocation and removal of the Attachments and all costs and expenses attributable to or caused by Attachment Customer or its Attachments. Attachment Customer shall be solely responsible for any losses occasioned by the interruption of Attachment Customer's business or operations and shall indemnify and hold Company harmless in connection with same.
- c. Company may reserve space on its poles in accordance with a bona fide development plan for electric service. Company may direct, by written notice to Attachment Customer, that Attachment Customer's attachments in such reserve space may be removed from the Structures. Company shall use reasonable efforts to make space available as close in proximity as possible to the former Structures or to offer Attachment Customer the option to perform make-ready work to create additional space on the Structure in question. Attachment Customer shall make such relocation within sixty (60) days of the Company's request.

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- d. In the event a Person other than Attachment Customer applies to make an Attachment to a Structure on which Attachment Customer has placed an Attachment, and such application requires that Attachment Customer rearrange, transfer or relocate its Attachments, then Attachment Customer shall perform such rearrangement, transfer or relocation within sixty (60) days of notice of such need to rearrange, transfer or relocate. Attachment Customer may condition its rearrangement, transfer or relocation upon reimbursement for the cost of such rearrangement, transfer or relocation. In the event Attachment Customer fails to perform such rearrangement, transfer or relocation within the time frame described above, the affected Attachments may be subject to rearrangement, transfer or relocation by the Person whose application necessitated the rearrangement, transfer or relocation to the extent permitted by law.

17. REMOVAL OF ATTACHMENT

Attachment Customer may at any time voluntarily remove its Attachments from any Structure, but shall immediately give Company written notice of such removal on Company-prescribed form. Attachment Customer shall bear all cost of removal and any costs that Company incurs as a result of such removal and shall pay such costs within thirty (30) days of receipt of an invoice. No refund of any amount paid for use of such Structure will result from Attachment Customer's voluntary removal nor shall such voluntary removal affect any other obligation or liability of Attachment Customer under this Schedule or the Contract.

18. INDEMNITIES

Attachment Customer shall protect, defend, indemnify and save harmless Company, its Affiliates, their officers, directors, employees and representatives from and against all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including but not limited to costs and expenses of defending against the same, payment of any settlement or judgment therefor and reasonable attorney's fees that are incurred in such defense, by reason of any claims arising from Attachment Customer's activities under this Schedule, or the Contract, or from Attachment Customer's presence on the Company's premises, or from or in connection with the construction, installation, operation, maintenance, presence, replacement, enlargement, use or removal of any facility of Attachment Customer attached or in the process or being attached to or removed from any Company Structure by Attachment Customer, its employees, agents, or other representatives, including but not limited to claims alleging (1) injuries or deaths to Persons; (2) damage to or destruction of property including loss of use thereof; (3) power or communications outage, interruption or degradation; (4) pollution, contamination of or other adverse effects on the environment; (5) violation of governmental laws, regulations or orders; or (6) rearrangement, transfer, or removal of any third party attachment on, from, or to any Company Structure whether suffered directly by Company itself or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from Attachment Customer's activities under this Schedule, or the Contract, or from Attachment Customer's presence on Company's premises, or from or in connection with the construction, installation, operation,

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maintenance, presence, replacement, enlargement, use or removal of any facility of Attachment Customer attached or in the process or being attached to or removed from any Company Structure by Attachment Customer, its employees, agents, or other representatives. The indemnity set forth in this section shall include indemnity for any claims arising out of the joint negligence of Attachment Customer and Company; provided however, the indemnity set forth in this section, but not Attachment Customer's duty to defend, shall be reduced to the extent it is established by final adjudication or mutual agreement of Attachment Customer and Company that the liability to which such indemnity applies was caused by the negligence or willful misconduct of Company. If Attachment Customer is required under this provision to indemnify Company, Attachment Customer shall have the right to select defense counsel and to direct the defense or settlement of any such claim or suit.

19. UNAUTHORIZED ATTACHMENTS

If Attachment Customer makes any Attachment that requires Company approval or advance notice under this Schedule or the Contract and has not obtained such approval or provided such advance notice, such Attachment shall be deemed an "Unauthorized Attachment," and shall be presumed to have been affixed to Company Structures for two years or since completion of the most recent audit, whichever is occurring earlier. Attachment Customer shall be liable for attachment charges for this time period. In addition to the attachment charges for the period of unauthorized attachment, Attachment Customer shall pay a penalty for each Unauthorized Attachment in the amount of \$25.00. The Company, however, may not assess an Attachment Customer the \$25.00 penalty for Unauthorized Attachments on the basis of the findings of any system-wide audit the Company commenced prior to May 1, 2019. Attachment Customer shall also submit to Company an application for approval of the Unauthorized Attachment within thirty (30) days of the attachment's discovery. If Attachment Customer fails to submit the required applications or fails to timely remit any necessary payments to Company in connection with the application process (including but not limited to any make-ready fees necessary to accommodate the Unauthorized Attachments), Company may remove any or all such Unauthorized Attachments at Attachment Customer's expense.

20. DEFAULT

- a. If Attachment Customer fails to pay any undisputed fee required, perform any material obligations undertaken or satisfy any warranty or representation made under the Contract comply with any of the provisions of this rate schedule or default in any of its obligations under this Schedule, including Section 5 of the Company's Electric Tariff, and shall fail within thirty (30) days after written notice from Company to correct such default or non-compliance, Company may, at its option, terminate the license covering the Structures to which such default or non-compliance is applicable; remove, relocate or rearrange at Attachment Customer's expense the Attachments to which the default or non-compliance relates; or decline to permit additional Attachments until the failure or default is cured. Company shall

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give written notice to Attachment Customer of said termination. In the event of material or repeated default, Company may terminate the Contract and recover from Attachment Customer all costs and expenses incurred as a result of related to the defaults. No refund of any attachment charge will be due on account of such termination.

21. TERMINATION

Attachment Customer may terminate a Contract by providing the other written notice of termination at least sixty (60) days prior to the end of the term of service.

Upon termination, Attachment Customer shall remove all Attachments from Structures and other Company property within 180 days. Attachment Customer shall bear all costs of such removal and shall exercise precautions to avoid damage to all Persons and to facilities of Company and other parties in so removing Attachments and assumes all responsibility for all damage it causes. If Attachment Customer's Attachments and other property are not removed within 180 days of termination of this Agreement, unless the time is extended by mutual agreement, Company may remove Attachment Customer's Attachments without liability and Attachment Customer shall pay Company the cost of such removal within thirty (30) days of receipt of an invoice.

Company may terminate a Contract without liability to Attachment Customer, upon giving sixty (60) days advance written notice to Attachment Customer that it has a reasonable belief that Company's performance under the Contract would be illegal under applicable law or regulation or under any order or ruling issued by the PSC, or any other federal, state or local agency having regulatory jurisdiction over Company and same cannot be cured by Company without unreasonable expense or without materially and substantially altering the terms and conditions of the Contract; or that termination is required to preserve Company's rights under any franchise, right-of-way, permit, easement or other similar right which is material and substantial to Company's business or operations. In the event of such termination, Company and Attachment Customer shall pay and perform obligations that have arisen prior to the effective date of termination, but shall not be obligated to pay and perform obligations, which arise after the effective date of termination.

22. WAIVER

Failure by Company to enforce or insist upon compliance with any of the terms or conditions of this Schedule or the Contract shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

23. INSURANCE

a. Throughout the term of service and so long as Attachment Customer's Attachments are on or in Company Structures, Attachment Customer shall, at its own expense, maintain

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and carry in full force and effect insurance that meets at least the following requirements (these minimum limits should not be deemed to replace Attachment Customer's full obligation under this Schedule or the Contract):

- 1) Workers' Compensation and Employer's Liability Policy, which shall include: (a) Workers' Compensation (Coverage A); Employers Liability (Coverage B) with minimum limits of \$1,000,000 Bodily Injury by Accident, each Accident, \$1,000,000 Bodily Injury by Disease, each Employee; (c) Thirty (30) Day Cancellation Endorsement; and (d) Form All States Endorsement.
- 2) Commercial General Liability Policy, which shall have minimum limits of \$1,000,000 each occurrence; \$1,000,000 Products/Completed Operations Aggregate each occurrence; \$1,000,000 Personal and Advertising Injury each occurrence, in all cases subject to \$2,000,000 in the General Aggregate for all such claims, and including: (a) Thirty (30) Day Cancellation Endorsement; (b) Blanket Written Contractual Liability to the extent covered by the policy against liability assumed by Company under the Attachment Customer Agreement; (c) Broad Form Property Damage; and (d) General Aggregate Limit – Per Project Endorsement (CG2503); (e) Include Additional Insured Endorsement GC 2010 or CG2037, or its equivalent; and (f) Insurance for liability arising out of blasting, collapse, and underground damage (deletion of X, C, U Exclusions).
- 3) Commercial Automobile Liability Insurance covering the use of all owned, non-owned, and hired automobiles, with a bodily injury, including death, and property damage combined single minimum limit of \$1,000,000 each occurrence.
- 4) Umbrella/Excess Liability Insurance with minimum limits of \$5,000,000 per occurrence; \$5,000,000 aggregate, to apply to employer's liability, commercial general liability, and commercial automobile liability; including: (a) "Follow Form" provisions; and (b) Note that Total Limits can be met by any combination of primary and umbrella/excess policies.
- 5) Aircraft Public Liability - Required at all times when there will be use of any type of fixed wing, rotor, or any type aircraft to perform any work required under this Schedule or the Contract. Aircraft Public Liability Insurance covering such aircraft whether owned, non-owned, leased, hired or assigned with a combined single minimum limit for bodily injury and property damage of \$5,000,000 including passenger liability coverage.
- 6) Drones – Required at all times if any Unmanned Aircraft Systems (UAS) will be used by Contractor or Subcontractor in performing the work required under this Schedule

DATE OF ISSUE: September 28, 2018

DATE EFFECTIVE: With Service Rendered
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ISSUED BY: /s/ Robert M. Conroy, Vice President
State Regulation and Rates
Louisville, Kentucky

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated _____**

Kentucky Utilities Company

P.S.C. Electric No. 19, Original Sheet No. 40.21

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or the Contract, Drone Liability Insurance covering such aircraft whether owned, non-owned, leased, hired or assigned with a \$1,000,000 per occurrence combined single limit for bodily injury, property damage and personal injury.

- 7) Professional Liability - To the extent the work required under this Schedule or the Contract includes any professional services that falls within a professional liability exclusion from the policy provided under Section 23a.(2). Coverage required with limits of Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate, which insurance shall be on a claims made basis. Policy to remain in force continuously for three (3) years or an extended discovery period will be exercised for a period of three (3) years beginning from the time the services under this contract are completed.
- b. Attachment Customer shall require its Contractors and subcontractors to provide and maintain the same insurance coverage as required of Attachment Customer.
- c. Except with regard to workers' compensation and professional liability, each policy required under this schedule shall name Company and all its Affiliates as an additional insured and shall waive rights of subrogation against Company, and all its Affiliates, and Company's insurance carrier(s). All policies shall be primary and non-contributory. Condition applies to Attachment Customer and its Contractors and Subcontractors.
- d. All policies shall be written by insurance companies that are either satisfactory to Company or have an A.M. Best Rating of not less than "A-, VII". These policies shall not be materially changed or canceled except with thirty (30) days written notice to Company from Attachment Customer and the insurance carrier. Attention: Manager, Project Manager – Third Party Attachments, LG&E and KU Services Company, P.O. Box 32020, Louisville, Kentucky 40232.
- e. Company may request a summary of coverage of any of required policies or endorsements; but is not obligated to review any of Attachment Customer's certificates of insurance, insurance policies, or endorsements, or to advise Attachment Customer of any deficiencies in such documents. Company's receipt or review of such documents shall not relieve Attachment Customer from or be deemed a waiver of Attachment Customer's obligations to maintain insurance as provided. Attachment Customer shall provide a summary of coverage within (thirty) 30 days of its request by the Company.
- f. Attachment Customer shall provide Certificates of Insurance to Company for each policy of insurance required above and evidence the items noted hereafter: (1) Each Certificate shall properly identify the certificate holder as Company; (2) Under no circumstances shall Attachment Customer begin any work (or allow any Subcontractor to begin any

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work) prior to submitting Certificate(s) (evidencing the required insurance of Contractor or Subcontractor, as applicable) acceptable to Company. Company retains the right to waive this requirement at its sole discretion; (3) Certificate shall evidence (thirty) 30 days prior notice of cancellation; (4) Certificate shall verify additional insured status on all coverage including the endorsements required by Section 23a.(2); (5) Certificate shall verify Blanket Waiver of subrogation - All policies of insurance shall include waivers of subrogation, under subrogation or otherwise, against Company. Except where not applicable by law; (6) Certificate shall verify Primary/Non-contributory wording in favor of Company; and (7) Certificate shall identify policies which are written on a Claims Made coverage form and state the retro date.

- g. Attachment Customer shall notify Company, prior to the commencement of any work pursuant to this rate Schedule or the Contract, of any threatened, pending and/or paid off claims to third parties, individually or in the aggregate, which otherwise affects the availability of the limits of such coverage(s) inuring to Company's benefit.
- h. Attachment Customer shall provide notice of any accidents, occurrences, or claims involving Attachment Customer's Attachment or Attachment Customer's work under this Schedule and the Contract to the LKS Manager, Risk Management at LG&E and KU Services Company, P.O. Box 32030, Louisville, Kentucky 40232.
- i. Each policy of insurance required to be maintained by Attachment Customer under this Section 23 (except the Workers' Compensation and Employer's Liability Policy) shall cover all losses and claims of Attachment Customer regardless of whether they arise directly to Attachment Customer or indirectly through Subcontractors (e.g., Attachment Customer's CGL policy must cover Attachment Customer and additional insureds against negligent acts of a Subcontractor, etc.). Section 23 only represents minimum insurance requirements; it does not mitigate or reduce liability required by the indemnity provisions in this Schedule or the Contract. Nor should it be deemed to be the full responsibility of the contractor or subcontractor for liability. Attachment Customer is responsible for their subcontractor's insurance meeting the requirements of Section 23 of this Schedule.
- j. Attachment Customer may elect not to comply with sections (a) through (i) of this Section 23 if it provides proof of equivalent levels of self-insurance and:
 - 1. Attachment Customer has been in business at least three (3) years and has a corporate credit rating or a senior unsecured rating of at least Baa2 (Moody's) or BBB (Standard & Poor's); or
 - 2. Attachment Customer has been in business at least three years, and provides its most recent audited financial statements to Company which demonstrates that

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- Attachment Customer meets standards that are at least equivalent to the standards underlying the credit ratings of Baa2 (Moody's) or BBB (Standard and Poor's); or,
3. A corporate entity affiliated with Attachment Customer ("Guarantor") meets the criteria set out in (1) or (2) above, and Guarantor provides a written guarantee (in a form acceptable to Company, that the corporate affiliate will guarantee all financial obligations associated with Attachment Customer's use of Company's Structures.)

24. PERFORMANCE ASSURANCE

- a. Attachment Customer 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 the Company under this Schedule or the Contract, including the removal of attachments upon termination of the Contract by any of its provisions:

<u>Number of Attachments</u>	<u>Amount per Attachment</u>	<u>Maximum Total</u>
1-5,000	\$20/Attachment	\$100,000
5,001-10,000	\$10/Attachment	\$150,000
10,001+	\$5/Attachment	\$1,000,000

The above-stated amounts are incremental. By way of example, 7,500 Attachments would require Performance Assurance in the amount of \$125,000 (\$20 per Attachment for the first 5000 Attachments; \$10 per Attachment for the next 2,500 Attachments); 15,000 Attachments would require Performance Assurance in the amount of \$175,000 (\$20 per Attachment for the first 5000 Attachments; \$10 per Attachment the next 5,000 Attachments; and \$5 per Attachment for the last 5,000 Attachments).

The amount of the Performance Assurance shall be calculated by the Company annually based on the Attachment Customer's then-existing number of Attachments. Attachment Customer shall provide the Performance Assurance within 30 days of its request by the Company.

If Attachment Customer proposes to attach a Wireless Facility or Facilities to a Structure, Attachment Customer shall post a Performance Assurance in the amount of \$1,500 for each pole to which a wireless attachment is attached. The amount of the Performance Assurance shall not be reduced upon completion of installation or other event.

In the event the Customer 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

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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 Attachment Customer to immediately remove its Cables, Wireless Facilities, Attachments and all other facilities from Company Structures. If Attachment Customer should fail to complete the removal of all of its facilities from Company's Structures within thirty (30) days after receipt of such request, then Company may remove Attachment Customer's facilities at Attachment Customer's expense and without liability for any damage to Attachment Customer's facilities.

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 bond is outstanding.

- b. Attachment Customer may elect not to provide a Performance Assurance if:
1. Attachment Customer has been in business at least one (1) year and has a corporate credit rating or a senior unsecured rating of at least Baa2 (Moody's) or BBB (S&P's); or
 2. Attachment Customer has been in business at least one (1) year, and provides its most recent audited financial statements to Company which demonstrates that Attachment Customer meets standards that are at least equivalent to the standards underlying the credit ratings of Baa2 (Moody's) or BBB (S&P's); or,
 3. A corporate affiliate of Attachment Customer ("Guarantor") meets the criteria set out in (1) or (2) above, and Guarantor provides a written guarantee (in a form acceptable to Company, that the corporate affiliate will guarantee all financial obligations associated with Attachment Customer's use of Company's Structures).

Annually, upon the Company's request, an Attachment Customer electing not to provide Performance Assurance under one of the options in b. above shall provide Company with such information as Company requires to determine whether Attachment Customer remains eligible to make such election.

25. CERTIFICATION OF NOTICE REQUIREMENTS

Attachment Customer's highest-ranking officer located in Kentucky shall certify under oath on or before January 31 of each year that the Attachment Customer has complied with all notification requirements of this Schedule. The certification shall be in the form prescribed by Company from time to time, and Company shall provide the current version of such form on or after January 1 of each year. If Attachment Customer does not have an officer located in

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Kentucky, then the certification shall be provided by the officer with responsibility for Attachment Customer's operations in Kentucky.

26. NOTICES

Any notice, or request, required by this Schedule or the Attachment Customer Agreement shall be deemed properly given if sent overnight by nationally recognized overnight courier, sent by certified U.S. mail, return receipt requested, postage prepaid, or sent by telecopier with confirmed receipt, to Company's and Attachment Customer's designated representative. The designation of the representative to be notified, his address and/or telecopier number may be changed at any time by similar notice.

27. LIENS

To the extent permitted by law, in the event any construction lien or other encumbrance shall be placed on the Attachments as a result of the actions or omissions of Attachment Customer or its Contractor, Attachment Customer shall promptly, in accordance with applicable laws, discharge such lien or encumbrance without cost or expense to Company. Attachment Customer shall indemnify Company for any and all actual damages that may be suffered or incurred by Company in discharging or releasing said lien or encumbrance.

28. FORCE MAJEURE

In the event Attachment Customer or Company is delayed in or prevented from performing any of its respective obligations under an Attachment Customer Agreement or this Schedule due to acts of God, war, riots, civil insurrection, acts of the public enemy, strikes, lockouts, acts of civil or military authority, government shutdown, fires, floods, earthquakes, storms and other major disruptive events, fiber, cable or other material failures, shortages or unavailability, delay in delivery not resulting from its failure to timely place orders therefor, lack or delay in transportation, or due to any other causes beyond its reasonable control, then such delay or nonperformance shall be excused.

29. LIMITATION OF LIABILITY

IN NO EVENT SHALL COMPANY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER A CONTRACT OR THIS SCHEDULE TO ATTACHMENT CUSTOMER 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 A CONTRACT OR THIS SCHEDULE, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE LIMITATIONS SET FORTH IN THIS SECTION 29 SHALL NOT APPLY TO DAMAGES OR

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LIABILITY ARISING FROM THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF COMPANY IN PERFORMING ITS OBLIGATIONS UNDER AN ATTACHMENT CUSTOMER AGREEMENT OR THIS SCHEDULE.

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Stipulation Exhibit 2

Louisville Gas and Electric Company

P.S.C. Electric No. 12, Original Sheet No. 40

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APPLICABLE

In all territory served.

AVAILABILITY

Available to the facilities of Governmental units, Educational Institutions, Cable Television System Operators and Telecommunications Carriers as provided below except: (1) facilities of local exchange carriers ("ILECs") with joint use agreements with the Company; (2) facilities subject to a fiber exchange agreement; and (3) Macro Cell Facilities. Nothing in this tariff expands the right to attach to the Company's structures beyond the rights otherwise conveyed by law.

APPLICABILITY OF SCHEDULE TO CURRENT LICENSE AGREEMENTS

Any Telecommunications Carrier that executed a license agreement permitting attachments to Company's Structures prior to the July 1, 2017 shall be subject to the rates, terms, and conditions of this Pole and Structure Attachment Charges Schedule ("this Schedule") upon expiration or termination of its license agreement. Any Governmental Unit or Educational Institution that executed a license agreement permitting attachments to Company's Structures prior to May 1, 2019 shall be subject to the rates, terms and conditions of this Schedule upon expiration or termination of its license agreement, unless such license agreement provides otherwise.

DEFINITIONS

"Affiliate" means, with respect to an entity, any entity controlling, controlled by, or under common control with such entity.

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

"Attachment" means the Cable or Wireless Facilities and all associated appliances including without limitation any overlashed cable, guying, small splice panels and vertical overhead to underground risers but shall not include power supplies, equipment cabinets, meter bases, and other equipment that impedes accessibility or otherwise conflicts with Company's electric design and construction standards.

"Attachment Customer" means a customer that attaches its facilities to one or more of the Company's Structures and has executed an Attachment Customer Agreement with the Company.

"Contract for Attachment to Company Structures" or "Contract" means the written agreement provided by Company and executed between Attachment Customer and Company incorporating the terms and conditions of this Schedule.

"Business Day" means a calendar day unless it is a Saturday, a Sunday or a legal holiday.

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“Cable” means the fiber optic or coaxial cable, or any other type of cable, as well as any messenger wire or support strand.

“Cable television system operator” means a Person who operates a system that transmits television signals, for distribution to subscribers of its services for a fee, by means of wires or cables connecting its distribution facilities with its subscriber’s television receiver or other equipment connecting to the subscriber’s television receiver, and not by transmission of television signals through the air, and subscription to the system’s service is available to the public.

“Communication Space” means the area below the Communication Worker Safety Zone to the limit of allowable NESC clearance, department of transportation or other governmental requirements, and Company’s internal construction standards on poles.

“Communication Worker Safety Zone” means the space between the facilities located in the Supply Space and facilities located in the Communications Space on poles.

“Contractor” means any Person employed or engaged by Attachment Customer to perform work or render services upon or in the immediate vicinity of Company’s Structures or associated facilities other than Attachment Customer and Attachment Customer’s employees.

“Credit Rating” means, with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) by Standard and Poor’s Rating Group or its successor (“S&P”), or Moody’s Investor Services, Inc. or its successor (“Moody’s”), or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as its “corporate credit rating” assigned by S&P, or the “long-term issuer rating” assigned by Moody’s.

“Distribution Pole” means a utility pole supporting electric supply facilities, all of which operate at less than 69 kV, but does not include a non-wood street light pole or a wood street light pole that is not located in a public right-of-way.

“Duct” means a pipe, tube, conduit, manhole, or other structure made for supporting and protecting electric and/or communications wires or cables and in which wires, cables and conduits may be placed for support or protection but excluding (1) any pipe now or previously used for the transmission or distribution of natural gas, (2) any duct system supporting electric supply lines operated at 69kV or greater, and (3) any vault.

“Educational Institution” means a public or private, non-profit university, college or community college

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“Governmental Unit” means an agency or department of the Federal Government, a department, agency, or other unit of the Commonwealth of Kentucky, a county or city, special district, or other political subdivision of the Commonwealth of Kentucky.

“High Volume Application” means an application or applications for Attachments to more than 300 poles or to place Cable or conduit through more than 10 manholes submitted to Company within a 30-day period.

“Letter(s) of Credit means one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch in a form acceptable to the Company. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit.

“Macro Cell Facility” means a wireless communications system site that is typically high-power and high-site, and capable of covering a large physical area, as distinguished from a distributed antenna system (DAS), small cell, or WiFi attachment, by way of example. Macro Cell Facilities are typically, but not exclusively, co-located on Transmission Poles and communications monopoles and towers.

“Make Ready Survey” means a survey, in the form prescribed by the Company from time to time, prepared by the Company or an Approved Contractor describing in reasonable detail the make-ready engineering requirements, and such other information as the Company may require, for the installation of an Attachment or group of Attachments on a Structure or group of Structures.

“NEC” means the National Electrical Code.

“NESC” means the National Electrical Safety Code.

“Performance Assurance” means collateral in the form of cash, surety bond, Letter(s) of Credit, or other security acceptable to the Company.

“Person” is defined by KRS 278.010(2).

“Service Drop” means a Cable, attached to a pole with a J-hook or other similar hardware that connects the trunk line to an end user’s premises.

“Structure” means any Company pole, conduit, duct, or other facility normally used by the Company to support or protect its electric conductors but shall not include (1) any Transmission Pole other than Transmission Poles to which the Company has attached its own electric supply lines operated at less than 69kV; (2) any street light pole that is not a

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wood pole located in a public right-of-way; or (3) any pole that the Company has leased to a third party.

Supply Space” means the space above the Communications Worker Safety Zone used for the installation of electric supply lines.

“Telecommunications carrier” means a Person who operates a system that (1) transmits by wire or wireless means, between or among points specified by the user, information of the user’s choosing without change in the form or content of the information as sent or received, and (2) provides such transmission services for a fee directly to or for the public, or to such classes of users as to be effectively available directly to or for the public.

“Transmission Pole” means any utility pole or tower supporting electric supply facilities designed to operate at 69 kV or greater.

“Wireless Facility” means, without limitation, antennas, risers, transmitters, receivers, and all other associated equipment used in connection with Attachment Customer’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 the Company’s electric design and construction standards.

ATTACHMENT CHARGES

\$ 7.25 per year for each wireline pole attachment.

\$ 0.81 per year for each linear foot of duct.

\$36.25 per year for each Wireless Facility located on the top of a Company pole.

The attachment charge for any other Wireless Facility shall be agreed upon by Attachment Customer and the Company and set forth in a special contract to be filed with the Commission.

BILLING

All attachment charges for use of Structures will be billed semi-annually based upon the type and number of Attachment Customer’s Attachments reflected in Company’s records on December 1 and June 1. A bill issued under this Schedule shall be due upon its issuance. Any bill not paid in full within sixty (60) days of its issuance shall be assessed a late payment fee of three (3) percent on the bill’s current charges. If Attachment Customer fails to pay all charges and fees billed within six (6) months of the bill’s issuance, Company may remove any or all of Attachment Customer’s Attachments. In lieu of or in addition to removal of Attachments, Company may exercise any other remedies available under law to address Attachment Customer’s failure to make timely payment of any charges assessed under this Schedule.

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TERM OF SERVICE

An executed contract shall be for a term of ten (10) 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.

TERMS AND CONDITIONS OF ATTACHMENT

Attachments to Company's Structures that do not interfere with the 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. 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.

1. CONTRACT FOR ATTACHMENT TO COMPANY STRUCTURES

No Attachments shall be made to Company's Structures until Attachment Customer has executed a Contract for Attachment to Company Structures, in a form substantially similar to that which is included at the end of this Schedule. The Contract shall incorporate the terms and conditions set forth in this Schedule.

2. NO PROPERTY RIGHTS

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.

3. USE OF COMPANY'S FACILITIES BY OTHERS

Nothing in this Schedule shall affect the rights or privileges previously conferred by Company to others. The rights granted under this Schedule and the Contract shall at all times be subject to such previously conferred privileges and shall not affect the rights or privileges that may be conferred by Company in the future to others.

4. TRANSFER OF RIGHTS

Except as provided in this Schedule, Attachment Customer's rights under the Contract are non-delegable, non-transferable and non-assignable. Any delegation, transfer or assignment of any interest created by the Contract or this Schedule without Company's prior written consent is voidable at Company's option. Company shall not unreasonably withhold its consent to Attachment Customer's delegation, transfer or assignment of rights under the Contract upon notice of the delegation, transfer or assignment and if adequate evidence is provided of Transferee's compliance with Term 23 (Insurance) and Term 24 (Performance Assurance).

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Attachment Customer shall not permit a third party to overlash or utilize any Attachment without Company's prior written consent. Company may condition its consent upon such third party's compliance with all provisions of the Contract, this Schedule, and such other terms as Company may reasonably require.

5. COMPANY'S ABANDONMENT OF STRUCTURE

Company shall provide an Attachment Customer with a minimum of 180 days' notice before abandoning a Structure to which Attachment Customer has made an Attachment unless state or local law, easement provisions, or contractual obligations to a third party requires the Structure to be abandoned in a shorter period, in which case Company shall provide as much notice as is reasonably practicable.

6. FRANCHISES AND EASEMENTS

Attachment Customer shall secure at its own expense any right-of-way, easement, license, franchise or permit from any Person that may be required for the construction or maintenance of Attachments by or for Attachment Customer. If requested by Company, Attachment Customer shall submit to Company satisfactory evidence of such right-of-way, easement, license, franchise or permit. Company's approval of Attachments shall not constitute any representation or warranty regarding Attachment Customer's right to occupy or use any public or private right-of-way.

Upon an Attachment Customer's written request, Company may provide to Attachment Customer such non-private information as Company may have regarding the name of the record landowners from which Company obtained easements for Structures. Such information is provided without representation or warranty as to its accuracy or completeness. Company has no obligation to correct or supplement any information so provided. If Company provides assistance to Attachment Customer in obtaining easements or other property rights, Attachment Customer shall reimburse Company's cost of providing such assistance within thirty (30) days of its receipt of an invoice from Company.

Attachment Customer shall indemnify and save harmless Company from all claims, including the expenses incurred by Company to defend itself against such claims, resulting from or arising out of the failure of Attachment Customer to secure any right of way, easement, license, franchise or permit.

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DATE EFFECTIVE: With Service Rendered
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ISSUED BY: /s/ Robert M. Conroy, Vice President
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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. Each application 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 perform a pole loading study or request Attachment Customer to submit such study based upon a visual inspection or other information held by Company. If Company conducts a visual inspection of the pole to ascertain the need for a pole loading analysis, Company may assess the cost of such inspection to the Attachment Customer. If Company determines a pole loading study is required, no application shall be considered completed until submission of such study. Attachment Customer may perform the pole loading study or request Company to perform the study with cost to be borne by Attachment Customer. Nothing contained herein shall preclude Attachment Customer from submitting a pole loading study with its application without Company performing a visual inspection or otherwise requesting such study to expedite Company's review.
- b. Attachment Customer shall be responsible for all costs associated with the application, a Make Ready Survey, engineering analysis, and Company's review of the application. Attachment Customer shall reimburse Company upon presentation of an invoice for such costs. If Attachment Customer does not request Attachments to a Transmission Pole or Duct, Company shall complete a Make Ready Survey within sixty (60) days of its receipt of Attachment Customer's completed application. 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 completion of a Make-Ready Survey.

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Louisville, Kentucky

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- c. Upon completion of the Make Ready Survey, 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 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 that do not support electric supply lines operated at less than 69kV are not available for Attachments under this Schedule: (1) Transmission Poles that do not support electric supply lines operated at less than 69kV; (2) any Transmission Poles that support electric supply lines operated at 138kV or above.
- d. Within fifteen (15) 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 this statement by submitting payment of the statement amount within fifteen (15) days of receipt. 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.
- e. 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.

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- f. If Company is unable to perform the Make Ready Survey and engineering analysis within the time period established under Section 7b, Company shall advise Attachment Customer and promptly meet with Attachment Customer to develop a mutually agreeable plan of performance.
- g. If Company fails to perform the make-ready work within sixty (60) days of receipt of Attachment Customer's payment of the make-ready costs, Attachment Customer may perform such work at its expense using an Approved Contractor, except that Attachment Customer may not perform such work with respect to Transmission Poles or Ducts. The Approved Contractor shall provide notice to Company at least one week prior to performing any make-ready. During the performance of any make-ready by Approved Contractors, an inspector designated by Company shall 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. ~~The cost of such inspector(s) shall be reimbursed by Attachment Customer within 30 days of receipt of an invoice from Company.~~ Company shall refund any unexpended make-ready fees within 30 days of notice that Attachment Customer has performed the work
- h. If Attachment Customer submits to Company within a thirty (30) day period an application or applications for Attachments to more than 300 poles or to place Cable or conduit through more than ten (10) manholes, such application or applications shall be considered a High Volume Application. The provisions set forth in Sections 7b through 7g that relate to time period and cost-reimbursement of the Company's performance of application review, engineering analysis, 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, engineering analysis, and a Make Ready Survey, and the performance of make ready work, shall set this plan to writing and shall file it with the Commission as a special contract.

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- i. 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 30 days of presentation of an invoice for such inspections. The provisions of this Pole Structure Attachment Schedule shall not apply to an ILEC service drop if the ILEC has a joint use agreement with the Company and the service drop is located in the area covered by the joint use agreement.

8. CONSTRUCTION AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

- a. Attachment Customer shall not construct or install any Attachments until: (1) Company has approved in writing the design, construction, and installation practices for Attachment Customer's Attachments. (2) all Company make-ready work, if any, has been completed (and, if such make-ready work has been performed by an Approved Contractor pursuant to Section 7g above, inspected by Company); and (3) any necessary third party rearrangements or transfers have been completed. Any Attachment that fails to comply with this provision shall be deemed an Unauthorized Attachment for purposes of Section 19 of this Schedule
- b. All Attachments shall be constructed and installed in a manner reasonably satisfactory to Company and so as not to interfere with Company's present or future use of its Structures. Attachments in Ducts shall not include any splice enclosures or excess cable. Attachment Customer shall maintain, operate and construct all Attachments in such manner as to ensure Company's full and free access to all Company facilities. All Attachments shall conform to Company's electric design and construction standards and applicable requirements of the NESC, NEC, and all other applicable codes and laws. In the event of a conflict, the more stringent standard shall apply.

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- 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 when Attachment Customer or its agents perform work on the attachment. 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 complete installation of its Attachments 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, and shall notify Company in writing upon its completion. If Attachment Customer fails to complete the installation 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

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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.

- g. Attachment Customer may use qualified contractors of its own choice to perform work below the Communication Worker Safety Zone. For any work in or above the Communication Worker Safety Zone that Company allows Attachment Customer to perform, Attachment Customer shall use an Approved Contractor who may, at Company's discretion, be required to be accompanied by a Company-designated inspector. For any work in Company's Ducts, Attachment Customer shall use an Approved Contractor, who must be accompanied by a Company-designated inspector. Company shall schedule a Company-designated inspector to accompany an Approved Contractor within fifteen (15) days of its receipt of such request for such inspector. Attachment Customer shall reimburse Company for the actual cost associated with providing inspection services within 30 days of receipt of an invoice.
- h. Company may also monitor Attachment Customer's construction and installation of Attachments below the Communication Worker Safety Zone. If the need for a monitor is caused by Attachment Customer's failure to comply with the terms of this Schedule, the Contract, or any applicable law or regulation, Attachment Customer shall reimburse Company for the actual cost of any such monitoring within thirty (30) days of receipt of an invoice for such cost. For locations where Attachment Customer's construction and installation are within Company underground facilities, Attachment Customer shall reimburse Company for the actual cost associated with providing inspection services within thirty (30) days of receipt of an invoice.
- i. Attachment Customer shall comply with all applicable federal, state, and local laws, rules and regulations with respect to environmental practices undertaken pursuant to the construction, installation, operation and maintenance of its Attachments. Attachment Customer shall not bring, store or utilize any hazardous materials on any Company site without Company's prior express written consent. To the extent reasonably practicable, Attachment Customer shall restore any property altered pursuant to this Schedule or the Contract to its condition existing immediately prior to the alteration. Company has no obligation to correct or restore any property altered by Attachment Customer and bears no responsibility for Attachment Customer's compliance with applicable environmental regulations.
- j. If Attachment Customer fails to install any Attachment in accordance with the standards and terms set forth in this Schedule and Company provides written notice to Attachment Customer of such failure, Attachment Customer, at its own expense, shall make necessary adjustments within thirty (30) days of receipt of such notice. Subject to Section 15 of this Schedule, if Attachment Customer fails to make such adjustments

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within such time period, Company may make the repairs or adjustments, and Attachment Customer shall pay Company for the actual cost thereof plus a penalty of ~~50%~~ 10% of actual costs within thirty (30) days of receipt of an invoice.

- k. Attachment Customer is responsible for any damage, fines or penalties resulting from any noncompliance with the construction and maintenance requirements and specifications set forth in this Section 8, except when Attachment Customer demonstrates that noncompliance is due to the actions of the Company or another Attachment Customer. Company undertakes no duty to require any specific action by Attachment Customer and assumes no responsibility by requiring such compliance or by requiring Attachment Customer to meet any specifications or to make any corrections, modifications, additions or deletions to any work or planned work by Attachment Customer.
- l. Within fifteen (15) days of completion of the installation of the Attachment, Attachment Customer shall furnish Company with complete "as-built" drawings in a computer-generated electronic format (or such other format as is agreeable to Company). Hand drawings shall not be submitted.

9. ADDITIONAL REQUIREMENTS FOR WIRELESS FACILITIES

- a. Wireless Facilities Attachments may be attached to Distribution Poles only.
- b. Company may require Attachment Customer to furnish with any written application for permission to install a Wireless Facilities Attachment a mock-up of the proposed Attachment.
- c. Attachment Customer is solely responsible for ensuring that the radiofrequency ("RF") radiation emitted by its Wireless Facilities, alone and/or in combination with any and all sources of RF radiation in the vicinity, is within the limits permitted under all applicable governmental and industry standard safety codes for general population/uncontrolled exposure. Attachment Customer shall install appropriate signage on the poles to which Wireless Facilities have been attached, to warn line workers or the general public of the presence of RF radiation and the need for precautionary measures. Attachment Customer shall periodically inspect the signage and replace the signage if necessary to ensure that the signage, including text and warning symbols, remains clearly visible.
- d. Each Wireless Facility installation shall include a switch that operates to disconnect and de-energize the antenna. In non-emergency circumstances, Company employees or contractors will make reasonable efforts to contact Attachment Customer at a telephone number that Attachment Customer has marked on the Wireless Facility installation to request a temporary power shut-down. Company personnel or those of other entities working on the pole will operate the power disconnect switch to ensure that the antenna

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is not energized while work on the pole is in progress. In emergency circumstances, Company personnel and those of other entities working on Company poles may accomplish the power-down by operation of the power disconnect switch without advance notice to Attachment Customer.

- e. Attachment Customer is solely responsible for ensuring compliance with all Federal Communication Commission antenna registration requirements, Federal Aviation Administration air hazard requirements, or similar requirements with respect to the location of Attachment Customer's Wireless Facilities on Company's poles.
- 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.

10. OVERLASHING OF CABLE

An Attachment Customer may make an initial overlash of an existing attachment if the overlash is not greater than one-half inch in diameter without any advance notice or application to the Company. No application or advance notice is required for the replacement of an existing cable with a cable that is no greater than one-half inch in diameter. With all other overlashing, Attachment Customer shall provide Company with advance notice to permit Company to visually inspect its Structures to determine the need for a pole loading analysis. For projects involving more than ten (10) spans, the Attachment Customer must provide at least fifteen (15) business days' advance notice. For projects involving ten (10) spans or less, Attachment Customer shall provide at least seven (7) business days' advance notice. Notwithstanding the foregoing, no bundle of Attachment Customer's Cable shall exceed two inches in diameter without Company's express written approval.

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11. STRAND-MOUNTED WIRELESS COMMUNICATION DEVICES

A strand-mounted wireless communication device shall be considered part of wireline attachment and not subject to permitting or an additional attachment charge if it is located within the one (1) foot vertical space occupied by Attachment Customer's cable and meets all applicable loading, clearance, and RF emission requirements. Before deploying any strand-mounted wireless communications devices other than strand-mounted wi-fi access points, Attachment Customer shall at least sixty (60) days prior to planned deployment notify Company of the proposed deployment and provide sufficient information regarding the nature of device to permit Company to assess the safety and loadbearing implications of the proposed deployment.

12. MAINTENANCE OF ATTACHMENTS AND STRUCTURES

Attachment Customer shall maintain Attachments in safe condition and in good repair, in a manner reasonably suitable to Company and so as not to conflict with any use of Company facilities (including Structures) by Company or any other Person using such facilities pursuant to any license or permit by Company. Attachment Customer shall not interfere with the working use of any other Person's property on or in such facilities or any such property, which may be placed on or near the Structures and other facilities. Company reserves to itself, its successors, Affiliates and assigns, the right to maintain Structures and other Company property and to operate its business and maintain its property in such a manner as will, in its own judgment, best enable it to fulfill its own service requirements. Company shall not be liable to Attachment Customer for any interference with the operation of Attachment Customer's facilities, or loss of business arising in any manner out of the use of Company's Structures or other property.

13. NATIONAL JOINT UTILITIES NOTIFICATION SYSTEM

Within thirty (30) days of executing a Contract, and prior to making application for any Attachment, Attachment Customer will join National Joint Utilities Notification System ("NJUNS"), a web-based system developed to improve joint use communication, and will actively participate during the term of service, by entering field information into the NJUNS system within the times required by the system. Should Attachment Customer fail to actively participate in NJUNS and should such failure cause Company to incur expense or liability to others, Attachment Customer shall reimburse Company its expense and indemnify and hold Company harmless from any damages or liability arising out of such failure. If Company at a later date elects to use a different system for purposes of the communication currently facilitated by NJUNS, Company shall notify Attachment Customer at least sixty (60) days in advance of such change and Attachment Customer shall make arrangements to participate in that system.

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14. INSPECTIONS/AUDITS

Company may make periodic inspections for the purpose of determining compliance with this Schedule and with the Contract. Neither Company's right to make inspections nor any inspection made by Company shall relieve an Attachment Customer of any responsibility, obligation or liability assumed under this Schedule.

Upon thirty (30) days' prior notice to Attachment Customer, Company may conduct an audit of its Structures to verify the number, location and type of Attachment Customer's Attachments. Company shall make available to Attachment Customer the report of such audit. Such report shall indicate the location and pole number of all attachments of the Attachment Customer. If the audit reveals that the number of Attachments exceeds the number of attachments shown in Company's existing records, the excess number of Attachments shall be presumed to be Unauthorized Attachments. Attachment Customer shall have the right to rebut this presumption and demonstrate that the attachments at issue were authorized. Attachment Customer shall reimburse Company for the expense of such audit, or its pro rata share of such expense if the Attachments of other Attachment Customers are included within the scope of the audit, within thirty (30) days of an invoice for such expenses, provided, however, that no Attachment Customer shall be directly assessed the cost of any system-wide audit that the Company commenced prior to May 1, 2019.

15. INTERFERENCE OR HAZARD

If Company notifies Attachment Customer in writing or orally with written confirmation that the Attachment Customer's Attachments or the condition of Attachment Customer's Attachments on or in any Structure (i) interfere with the use of such Structure or the operation of Company facilities or equipment, (ii) constitute a hazard to the service rendered by Company or any other Persons permitted by Company to use such Structures, (iii) cause a danger to employees of Company or other Persons, or (iv) fail to comply with the Company's standards and applicable requirements of the NESC, NEC, and all other applicable codes, laws and regulations, Attachment Customer shall, within a reasonable period, remove, rearrange, repair or change its Attachments as needed or as directed by Company. In the case of any immediate hazard or danger, such period shall not exceed twenty-four (24) hours from Attachment Customer's receipt of such notice. In case of a hazardous condition or other emergency which requires the immediate removal or relocation of the Attachment Customer's Attachments, Company may at Attachment Customer's expense, without prior notice and with no liability therefor, remove or relocate such Attachments; provided however, that Company shall notify Attachment Customer of such action as soon as reasonably possible by any appropriate means, including by telephone.

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16. REARRANGEMENT; RELOCATION OF STRUCTURES; NEW STRUCTURES

- a. If Attachment Customer's Attachments can be accommodated on or in existing Structures only by rearranging Company facilities, or if because of Attachment Customer's proposed Attachments, Company rearranges or transfers its facilities on or in any facility not owned by it, Attachment Customer shall reimburse Company for the actual expense incurred in making such rearrangement or transfer.
- b. Upon forty-five (45) days prior written notice delivered to Attachment Customer, Company may replace, relocate, or remove any Structure and cause the alteration, relocation or removal of any Attachment, consistent with normal operating, maintenance and development procedures and prudent utility practices. In cases of emergency or dangerous situations, Company shall give only as much prior notice as practical under the circumstances. Likewise, in situations where the Company is required to replace, relocate or remove any Structure in less than 45 days by state or local law, easement provisions, contractual obligations to third parties or to meet the Company's obligation to provide electric service to another customer, Company need provide only as much prior notice as reasonably practical under the circumstances, Company shall bear all costs and expenses of any relocation of the Structures not attributable to or caused by Attachment Customer or its Attachments. Attachment Customer shall bear all costs and expenses of any relocation and removal of the Attachments and all costs and expenses attributable to or caused by Attachment Customer or its Attachments. Attachment Customer shall be solely responsible for any losses occasioned by the interruption of Attachment Customer's business or operations and shall indemnify and hold Company harmless in connection with same.
- c. Company may reserve space on its poles in accordance with a bona fide development plan for electric service. Company may direct, by written notice to Attachment Customer, that Attachment Customer's attachments in such reserve space may be removed from the Structures. Company shall use reasonable efforts to make space available as close in proximity as possible to the former Structures or to offer Attachment Customer the option to perform make-ready work to create additional space on the Structure in question. Attachment Customer shall make such relocation within sixty (60) days of the Company's request.

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- d. In the event a Person other than Attachment Customer applies to make an Attachment to a Structure on which Attachment Customer has placed an Attachment, and such application requires that Attachment Customer rearrange, transfer or relocate its Attachments, then Attachment Customer shall perform such rearrangement, transfer or relocation within sixty (60) days of notice of such need to rearrange, transfer or relocate. Attachment Customer may condition its rearrangement, transfer or relocation upon reimbursement for the cost of such rearrangement, transfer or relocation. In the event Attachment Customer fails to perform such rearrangement, transfer or relocation within the time frame described above, the affected Attachments may be subject to rearrangement, transfer or relocation by the Person whose application necessitated the rearrangement, transfer or relocation to the extent permitted by law.

17. REMOVAL OF ATTACHMENT

Attachment Customer may at any time voluntarily remove its Attachments from any Structure, but shall immediately give Company written notice of such removal on Company-prescribed form. Attachment Customer shall bear all cost of removal and any costs that Company incurs as a result of such removal and shall pay such costs within thirty (30) days of receipt of an invoice. No refund of any amount paid for use of such Structure will result from Attachment Customer's voluntary removal nor shall such voluntary removal affect any other obligation or liability of Attachment Customer under this Schedule or the Contract.

18. INDEMNITIES

Attachment Customer shall protect, defend, indemnify and save harmless Company, its Affiliates, their officers, directors, employees and representatives from and against all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including but not limited to costs and expenses of defending against the same, payment of any settlement or judgment therefor and reasonable attorney's fees that are incurred in such defense, by reason of any claims arising from Attachment Customer's activities under this Schedule, or the Contract, or from Attachment Customer's presence on the Company's premises, or from or in connection with the construction, installation, operation, maintenance, presence, replacement, enlargement, use or removal of any facility of Attachment Customer attached or in the process or being attached to or removed from any Company Structure by Attachment Customer, its employees, agents, or other representatives, including but not limited to claims alleging (1) injuries or deaths to Persons; (2) damage to or destruction of property including loss of use thereof; (3) power or communications outage, interruption or degradation; (4) pollution, contamination of or other adverse effects on the environment; (5) violation of governmental laws, regulations or orders; or (6) rearrangement, transfer, or removal of any third party attachment on, from, or to any Company Structure whether suffered directly by Company itself or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from Attachment Customer's activities under this Schedule, or the Contract, or from Attachment Customer's presence on Company's premises, or from or in connection with the construction, installation, operation,

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maintenance, presence, replacement, enlargement, use or removal of any facility of Attachment Customer attached or in the process or being attached to or removed from any Company Structure by Attachment Customer, its employees, agents, or other representatives. The indemnity set forth in this section shall include indemnity for any claims arising out of the joint negligence of Attachment Customer and Company; provided however, the indemnity set forth in this section, but not Attachment Customer's duty to defend, shall be reduced to the extent it is established by final adjudication or mutual agreement of Attachment Customer and Company that the liability to which such indemnity applies was caused by the negligence or willful misconduct of Company. If Attachment Customer is required under this provision to indemnify Company, Attachment Customer shall have the right to select defense counsel and to direct the defense or settlement of any such claim or suit.

19. UNAUTHORIZED ATTACHMENTS

If Attachment Customer makes any Attachment that requires Company approval or advance notice under this Schedule or the Contract and has not obtained such approval or provided such advance notice, such Attachment shall be deemed an "Unauthorized Attachment," and shall be presumed to have been affixed to Company Structures for two years or since completion of the most recent audit, whichever is occurring earlier. Attachment Customer shall be liable for attachment charges for this time period. In addition to the attachment charges for the period of unauthorized attachment, Attachment Customer shall pay a penalty for each Unauthorized Attachment in the amount of \$25.00. The Company, however, may not assess an Attachment Customer the \$25.00 penalty for Unauthorized Attachments on the basis of the findings of any system-wide audit the Company commenced prior to May 1, 2019. Attachment Customer shall also submit to Company an application for approval of the Unauthorized Attachment within thirty (30) days of the attachment's discovery. If Attachment Customer fails to submit the required applications or fails to timely remit any necessary payments to Company in connection with the application process (including but not limited to any make-ready fees necessary to accommodate the Unauthorized Attachments), Company may remove any or all such Unauthorized Attachments at Attachment Customer's expense.

20. DEFAULT

- a. If Attachment Customer fails to pay any undisputed fee required, perform any material obligations undertaken or satisfy any warranty or representation made under the Contract comply with any of the provisions of this rate schedule or default in any of its obligations under this Schedule, including Section 5 of the Company's Electric Tariff, and shall fail within thirty (30) days after written notice from Company to correct such default or non-compliance, Company may, at its option, terminate the license covering the Structures to which such default or non-compliance is applicable; remove, relocate or rearrange at Attachment Customer's expense the Attachments to which the default or non-compliance relates; or decline to permit additional Attachments until the failure or default is cured. Company shall

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give written notice to Attachment Customer of said termination. In the event of material or repeated default, Company may terminate the Contract and recover from Attachment Customer all costs and expenses incurred as a result of related to the defaults. No refund of any attachment charge will be due on account of such termination.

21. TERMINATION

Attachment Customer may terminate a Contract by providing the other written notice of termination at least sixty (60) days prior to the end of the term of service.

Upon termination, Attachment Customer shall remove all Attachments from Structures and other Company property within 180 days. Attachment Customer shall bear all costs of such removal and shall exercise precautions to avoid damage to all Persons and to facilities of Company and other parties in so removing Attachments and assumes all responsibility for all damage it causes. If Attachment Customer's Attachments and other property are not removed within 180 days of termination of this Agreement, unless the time is extended by mutual agreement, Company may remove Attachment Customer's Attachments without liability and Attachment Customer shall pay Company the cost of such removal within thirty (30) days of receipt of an invoice.

Company may terminate a Contract without liability to Attachment Customer, upon giving sixty (60) days advance written notice to Attachment Customer that it has a reasonable belief that Company's performance under the Contract would be illegal under applicable law or regulation or under any order or ruling issued by the PSC, or any other federal, state or local agency having regulatory jurisdiction over Company and same cannot be cured by Company without unreasonable expense or without materially and substantially altering the terms and conditions of the Contract; or that termination is required to preserve Company's rights under any franchise, right-of-way, permit, easement or other similar right which is material and substantial to Company's business or operations. In the event of such termination, Company and Attachment Customer shall pay and perform obligations that have arisen prior to the effective date of termination, but shall not be obligated to pay and perform obligations, which arise after the effective date of termination.

22. WAIVER

Failure by Company to enforce or insist upon compliance with any of the terms or conditions of this Schedule or the Contract shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

23. INSURANCE

a. Throughout the term of service and so long as Attachment Customer's Attachments are on or in Company Structures, Attachment Customer shall, at its own expense, maintain

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and carry in full force and effect insurance that meets at least the following requirements (these minimum limits should not be deemed to replace Attachment Customer's full obligation under this Schedule or the Contract):

- 1) Workers' Compensation and Employer's Liability Policy, which shall include: (a) Workers' Compensation (Coverage A); Employers Liability (Coverage B) with minimum limits of \$1,000,000 Bodily Injury by Accident, each Accident, \$1,000,000 Bodily Injury by Disease, each Employee; (c) Thirty (30) Day Cancellation Endorsement; and (d) Form All States Endorsement.
- 2) Commercial General Liability Policy, which shall have minimum limits of \$1,000,000 each occurrence; \$1,000,000 Products/Completed Operations Aggregate each occurrence; \$1,000,000 Personal and Advertising Injury each occurrence, in all cases subject to \$2,000,000 in the General Aggregate for all such claims, and including: (a) Thirty (30) Day Cancellation Endorsement; (b) Blanket Written Contractual Liability to the extent covered by the policy against liability assumed by Company under the Attachment Customer Agreement; (c) Broad Form Property Damage; and (d) General Aggregate Limit – Per Project Endorsement (CG2503); (e) Include Additional Insured Endorsement GC 2010 or CG2037, or its equivalent; and (f) Insurance for liability arising out of blasting, collapse, and underground damage (deletion of X, C, U Exclusions).
- 3) Commercial Automobile Liability Insurance covering the use of all owned, non-owned, and hired automobiles, with a bodily injury, including death, and property damage combined single minimum limit of \$1,000,000 each occurrence.
- 4) Umbrella/Excess Liability Insurance with minimum limits of \$5,000,000 per occurrence; \$5,000,000 aggregate, to apply to employer's liability, commercial general liability, and commercial automobile liability; including: (a) "Follow Form" provisions; and (b) Note that Total Limits can be met by any combination of primary and umbrella/excess policies.
- 5) Aircraft Public Liability - Required at all times when there will be use of any type of fixed wing, rotor, or any type aircraft to perform any work required under this Schedule or the Contract. Aircraft Public Liability Insurance covering such aircraft whether owned, non-owned, leased, hired or assigned with a combined single minimum limit for bodily injury and property damage of \$5,000,000 including passenger liability coverage.
- 6) Drones – Required at all times if any Unmanned Aircraft Systems (UAS) will be used by Contractor or Subcontractor in performing the work required under this Schedule

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or the Contract, Drone Liability Insurance covering such aircraft whether owned, non-owned, leased, hired or assigned with a \$1,000,000 per occurrence combined single limit for bodily injury, property damage and personal injury.

- 7) Professional Liability - To the extent the work required under this Schedule or the Contract includes any professional services that falls within a professional liability exclusion from the policy provided under Section 23a.(2). Coverage required with limits of Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate, which insurance shall be on a claims made basis. Policy to remain in force continuously for three (3) years or an extended discovery period will be exercised for a period of three (3) years beginning from the time the services under this contract are completed.
- b. Attachment Customer shall require its Contractors and subcontractors to provide and maintain the same insurance coverage as required of Attachment Customer.
- c. Except with regard to workers' compensation and professional liability, each policy required under this schedule shall name Company and all its Affiliates as an additional insured and shall waive rights of subrogation against Company, and all its Affiliates, and Company's insurance carrier(s). All policies shall be primary and non-contributory. Condition applies to Attachment Customer and its Contractors and Subcontractors.
- d. All policies shall be written by insurance companies that are either satisfactory to Company or have an A.M. Best Rating of not less than "A-, VII". These policies shall not be materially changed or canceled except with thirty (30) days written notice to Company from Attachment Customer and the insurance carrier. Attention: Manager, Project Manager – Third Party Attachments, LG&E and KU Services Company, P.O. Box 32020, Louisville, Kentucky 40232.
- e. Company may request a summary of coverage of any of required policies or endorsements; but is not obligated to review any of Attachment Customer's certificates of insurance, insurance policies, or endorsements, or to advise Attachment Customer of any deficiencies in such documents. Company's receipt or review of such documents shall not relieve Attachment Customer from or be deemed a waiver of Attachment Customer's obligations to maintain insurance as provided. Attachment Customer shall provide a summary of coverage within (thirty) 30 days of its request by the Company.
- f. Attachment Customer shall provide Certificates of Insurance to Company for each policy of insurance required above and evidence the items noted hereafter: (1) Each Certificate shall properly identify the certificate holder as Company; (2) Under no circumstances shall Attachment Customer begin any work (or allow any Subcontractor to begin any

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work) prior to submitting Certificate(s) (evidencing the required insurance of Contractor or Subcontractor, as applicable) acceptable to Company. Company retains the right to waive this requirement at its sole discretion; (3) Certificate shall evidence (thirty) 30 days prior notice of cancellation; (4) Certificate shall verify additional insured status on all coverage including the endorsements required by Section 23a.(2); (5) Certificate shall verify Blanket Waiver of subrogation - All policies of insurance shall include waivers of subrogation, under subrogation or otherwise, against Company. Except where not applicable by law; (6) Certificate shall verify Primary/Non-contributory wording in favor of Company; and (7) Certificate shall identify policies which are written on a Claims Made coverage form and state the retro date.

- g. Attachment Customer shall notify Company, prior to the commencement of any work pursuant to this rate Schedule or the Contract, of any threatened, pending and/or paid off claims to third parties, individually or in the aggregate, which otherwise affects the availability of the limits of such coverage(s) inuring to Company's benefit.
- h. Attachment Customer shall provide notice of any accidents, occurrences, or claims involving Attachment Customer's Attachment or Attachment Customer's work under this Schedule and the Contract to the LKS Manager, Risk Management at LG&E and KU Services Company, P.O. Box 32030, Louisville, Kentucky 40232.
- i. Each policy of insurance required to be maintained by Attachment Customer under this Section 23 (except the Workers' Compensation and Employer's Liability Policy) shall cover all losses and claims of Attachment Customer regardless of whether they arise directly to Attachment Customer or indirectly through Subcontractors (e.g., Attachment Customer's CGL policy must cover Attachment Customer and additional insureds against negligent acts of a Subcontractor, etc.). Section 23 only represents minimum insurance requirements; it does not mitigate or reduce liability required by the indemnity provisions in this Schedule or the Contract. Nor should it be deemed to be the full responsibility of the contractor or subcontractor for liability. Attachment Customer is responsible for their subcontractor's insurance meeting the requirements of Section 23 of this Schedule.
- j. Attachment Customer may elect not to comply with sections (a) through (i) of this Section 23 if it provides proof of equivalent levels of self-insurance and:
 - 1. Attachment Customer has been in business at least three (3) years and has a corporate credit rating or a senior unsecured rating of at least Baa2 (Moody's) or BBB (Standard & Poor's); or
 - 2. Attachment Customer has been in business at least three years, and provides its most recent audited financial statements to Company which demonstrates that

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- Attachment Customer meets standards that are at least equivalent to the standards underlying the credit ratings of Baa2 (Moody's) or BBB (Standard and Poor's); or,
3. A corporate entity affiliated with Attachment Customer ("Guarantor") meets the criteria set out in (1) or (2) above, and Guarantor provides a written guarantee (in a form acceptable to Company, that the corporate affiliate will guarantee all financial obligations associated with Attachment Customer's use of Company's Structures.)

24. PERFORMANCE ASSURANCE

- a. Attachment Customer 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 the Company under this Schedule or the Contract, including the removal of attachments upon termination of the Contract by any of its provisions:

<u>Number of Attachments</u>	<u>Amount per Attachment</u>	<u>Maximum Total</u>
1-5,000	\$20/Attachment	\$100,000
5,001-10,000	\$10/Attachment	\$150,000
10,001+	\$5/Attachment	\$1,000,000

The above-stated amounts are incremental. By way of example, 7,500 Attachments would require Performance Assurance in the amount of \$125,000 (\$20 per Attachment for the first 5000 Attachments; \$10 per Attachment for the next 2,500 Attachments); 15,000 Attachments would require Performance Assurance in the amount of \$175,000 (\$20 per Attachment for the first 5000 Attachments; \$10 per Attachment the next 5,000 Attachments; and \$5 per Attachment for the last 5,000 Attachments).

The amount of the Performance Assurance shall be calculated by the Company annually based on the Attachment Customer's then-existing number of Attachments. Attachment Customer shall provide the Performance Assurance within 30 days of its request by the Company.

If Attachment Customer proposes to attach a Wireless Facility or Facilities to a Structure, Attachment Customer shall post a Performance Assurance in the amount of \$1,500 for each pole to which a wireless attachment is attached. The amount of the Performance Assurance shall not be reduced upon completion of installation or other event.

In the event the Customer 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

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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 Attachment Customer to immediately remove its Cables, Wireless Facilities, Attachments and all other facilities from Company Structures. If Attachment Customer should fail to complete the removal of all of its facilities from Company's Structures within thirty (30) days after receipt of such request, then Company may remove Attachment Customer's facilities at Attachment Customer's expense and without liability for any damage to Attachment Customer's facilities.

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 bond is outstanding.

- b. Attachment Customer may elect not to provide a Performance Assurance if:
1. Attachment Customer has been in business at least one (1) year and has a corporate credit rating or a senior unsecured rating of at least Baa2 (Moody's) or BBB (S&P's); or
 2. Attachment Customer has been in business at least one (1) year, and provides its most recent audited financial statements to Company which demonstrates that Attachment Customer meets standards that are at least equivalent to the standards underlying the credit ratings of Baa2 (Moody's) or BBB (S&P's); or,
 3. A corporate affiliate of Attachment Customer ("Guarantor") meets the criteria set out in (1) or (2) above, and Guarantor provides a written guarantee (in a form acceptable to Company, that the corporate affiliate will guarantee all financial obligations associated with Attachment Customer's use of Company's Structures).

Annually, upon the Company's request, an Attachment Customer electing not to provide Performance Assurance under one of the options in b. above shall provide Company with such information as Company requires to determine whether Attachment Customer remains eligible to make such election.

25. CERTIFICATION OF NOTICE REQUIREMENTS

Attachment Customer's highest-ranking officer located in Kentucky shall certify under oath on or before January 31 of each year that the Attachment Customer has complied with all notification requirements of this Schedule. The certification shall be in the form prescribed by Company from time to time, and Company shall provide the current version of such form on or after January 1 of each year. If Attachment Customer does not have an officer located in

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Kentucky, then the certification shall be provided by the officer with responsibility for Attachment Customer's operations in Kentucky.

26. NOTICES

Any notice, or request, required by this Schedule or the Attachment Customer Agreement shall be deemed properly given if sent overnight by nationally recognized overnight courier, sent by certified U.S. mail, return receipt requested, postage prepaid, or sent by telecopier with confirmed receipt, to Company's and Attachment Customer's designated representative. The designation of the representative to be notified, his address and/or telecopier number may be changed at any time by similar notice.

27. LIENS

To the extent permitted by law, in the event any construction lien or other encumbrance shall be placed on the Attachments as a result of the actions or omissions of Attachment Customer or its Contractor, Attachment Customer shall promptly, in accordance with applicable laws, discharge such lien or encumbrance without cost or expense to Company. Attachment Customer shall indemnify Company for any and all actual damages that may be suffered or incurred by Company in discharging or releasing said lien or encumbrance.

28. FORCE MAJEURE

In the event Attachment Customer or Company is delayed in or prevented from performing any of its respective obligations under an Attachment Customer Agreement or this Schedule due to acts of God, war, riots, civil insurrection, acts of the public enemy, strikes, lockouts, acts of civil or military authority, government shutdown, fires, floods, earthquakes, storms and other major disruptive events, fiber, cable or other material failures, shortages or unavailability, delay in delivery not resulting from its failure to timely place orders therefor, lack or delay in transportation, or due to any other causes beyond its reasonable control, then such delay or nonperformance shall be excused.

29. LIMITATION OF LIABILITY

IN NO EVENT SHALL COMPANY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER A CONTRACT OR THIS SCHEDULE TO ATTACHMENT CUSTOMER 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 A CONTRACT OR THIS SCHEDULE, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE LIMITATIONS SET FORTH IN THIS SECTION 29 SHALL NOT APPLY TO DAMAGES OR

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LIABILITY ARISING FROM THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF COMPANY IN PERFORMING ITS OBLIGATIONS UNDER AN ATTACHMENT CUSTOMER AGREEMENT OR THIS SCHEDULE.

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