

**POLE AND ANCHOR ATTACHMENT TARIFF**

~~**POLE AND ANCHOR ATTACHMENT TARIFF**~~

~~**P.S.C. KY NO. 7**~~

~~**WINDSTREAM KENTUCKY WEST, LLC**~~

~~Original Title Page 1~~

~~**ORIGINAL TITLE PAGE 1**~~

**REGULATIONS, RATES AND CHARGES**

Applying to Broadband & CATV Pole ~~and Anchor~~ Attachments within the operating territory of Windstream Kentucky West, LLC in the State of Kentucky.

~~Date of Issue: July 7, 2016~~

~~Date Effective: July 17, 2016~~

~~Issued By: Chris Cranford~~



**POLE AND ANCHOR ATTACHMENT TARIFF**

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**Cancels** ~~Title: Product Manager Pricing & Tariffs~~  
~~By Authority of Order of the Public Service Commission~~  
In Case No. \_\_\_\_\_ Dated: \_\_\_\_\_

PUBLIC SERVICE  
COMMISSION OF  
KENTUCKY

POLE AND ANCHOR ATTACHMENT TARIFF

4. S1. POLE AND ANCHOR ATTACHMENTS ATTACHMENT TERMS

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S1. POLE ATTACHMENT TERMS

S1.1 Application of Tariff

This

~~4.1~~ Regulations

~~These Tariff contains regulations apply to attachments to and charges applicable to the provision of attachment space for placement of broadband and cable television facilities on poles and anchors within of the operating territory of Windstream Kentucky West, LLC in Telephone Company ("Licensor").~~

~~The terms and conditions contained herein apply where the State of Kentucky Broadband Provider or Licensee ("Licensee"), as a customer of the Licensor, proposes to install coaxial or other types of television distribution cables, amplifiers and drop wires, wires and appliances together with associated cable messengers, anchors and other appurtenances (hereinafter sometimes collectively called the "equipment") and desires to attach such equipment to poles of the Licensor.~~

A: S1.2 Definitions of Terms

Anchor - an assembly (rod and fixed object or plate owned by the Company) designed to resist the pull of a guy strand, for which the Company is responsible for authorizing the attachment of the customer's cable television facilities.

Anchor Attachment - a guy strand attached to an anchor. ~~CATV - Community Antenna Television.~~

Application for Pole License - A written request submitted in the form of Exhibit A or Exhibit A-1 from Licensee to Licensor requesting authorization to attach Licensee owned facilities to Poles in accordance with this Tariff.

Approved Contractor – a contractor approved by Licensor and if Licensor has not objected to a contractor within ten (10) days of Licensee’s written request (which may be via email or other electronic means) for Licensor’s Tariff to add the contractor, such contractor shall be deemed an “Approved Contractor” provided such contractor meets the Contractor Minimum Qualification Requirements set forth in 47 CRF 1.1412 (c) as amended by the Third Report and Order and Declaratory Ruling (FCC-18-111) released on August 3, 2018. However, Licensor reserves the right to remove any contractor from the list of Approved Contractors for violations of this Tariff or if Licensor reasonably determines that the contractor does not meet the Contractor Minimum Qualification Requirements.

Attachment(s) – any facilities, cables or equipment attached to Poles or any other property owned or controlled by Licensor.

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Original ~~Company (the Company) – Windstream Kentucky, Inc.~~

~~Customer – the person, firm, corporation or other legal entity authorized by the Company to attach its CATV facilities to poles and anchors.~~

**S1. POLE ATTACHMENT TERMS**

**S1.2 Definitions (Cont'd)**

Broadband or Internet Provider – a company that offers internet service to the public with download speeds of at least twenty-five (25) megabits per second and upload speeds of at least three (3) megabits per second.

Broadband Service – internet service offered to the public with download speeds of at least twenty-five (25) megabits per second and upload speeds of at least three (3) megabits per second.

Cable Television Company or Operator (CATV) - a company which provides CATV Facilities – all facilities, including but not limited to cables, equipment and associated hardware, owned and utilized by the customer for service.

CATV Service - the transmission, by means of coaxial or other types of distribution or rebroadcast cables, of television audio and video signals to end users over a co-axial wireline distribution system attached to a from a central point within an exchange of the Licensor to subscribers of a Licensee within such exchange.

Complex Make-Ready – Make-Ready Work that will: (a) require splicing, or (b) require that a new pole or anchor to be set, or (c) require work that is reasonably anticipated to lead to or cause a service outage for Licensor or any existing attacher, or (d) require relocation of existing wireless attachment; or (e) require any work above the communications space.

Equipment - consist of coaxial or other types of television or broadband cables, amplifiers and drop wires, wires and appliances together with associated cable messengers, anchors and other appurtenances used in the provision of CATV or broadband service.

Hazardous Materials - Any substance, material or waste now or hereafter defined or characterized as hazardous, toxic or dangerous as defined by the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”) of 1980, as amended, and other federal, state, and local health, safety, and environmental laws, ordinances, statutes, and rules, including but not limited to the Occupational Safety and Health Act (“OSHA”).

Any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, rules, ordinance, or authority.

Any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.

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Original Pole – a pole owned by the Company or a pole owned by others for which the Company has the right to permit others to attach in the communications space.

**S1. POLE ATTACHMENT TERMS**

**S1.2 Definitions (Cont'd)**

Joint User - All references herein to "joint user" shall mean a utility company or municipality which, together with the Licensor, jointly provides poles for common use in the provision of service of the respective entities, and shall also include a utility company or municipality which, together with the Licensor, owns a percentage of a pole, or which owns a pole upon which the Licensor has obtained exclusive use and control of specified space.

License – is the specific nonexclusive and revocable permission from Licensor, in the form of a Licensor countersigned and returned Application for License, to Licensee authorizing Licensee to attach its facilities as applied for to Licensor Poles in accordance with this Tariff.

Make-Ready Estimate – is Licensor’s estimated cost to perform Make-Ready Work on Licensor’s facilities on Poles to accommodate Licensee’s Attachment as requested in an Application for Pole License.

Make-Ready Work - all Licensor, joint owner or other existing attacher work to prepare Licensor’s Poles and related facilities for the requested Attachment of Licensee’s facilities but not the actual placement of Attachments or administrative activities related to inquiries, verifications, requests or applications.

Overlashing or overlashed – lashing of an additional Licensee owned cable to Licensee’s own existing cable and/or strand attached to a Pole.

Poles - poles which are either solely owned by the Licensor, are jointly owned by the Licensor and another, or are owned by another who has granted the Licensor exclusive use and control of space upon its poles.

Pole Attachment - any ~~item of the customer's attachment by a CATV system facilities affixed~~ or Broadband firm to a pole owned or controlled by the Licensor.

Pole Attachment Fee - the fee paid annually per Attachment on a Pole. For billing purposes, a single Attachment includes the point of Attachment and all facilities located in the usable space on the Poles in the space assigned to Licensee (typically six inches above and six inches below the point of Attachment). If Licensee occupies more than one foot of usable space on Poles, separate Pole Attachment Fees shall apply to each one foot of space occupied.

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S1. POLE ATTACHMENT TERMS

S1.2 Definitions (Cont'd)

Right-of-Way - right-of-way owned or controlled by Licensor.

Simple Make-Ready – Make-Ready Work that is not Complex Make-Ready. Licensor has the right to determine in its sole reasonable discretion whether Make-Ready Work is Complex Make-Ready or Simple Make-Ready.

~~B. Undertaking of the Company~~

~~4.~~ S1.3 Scope

~~Subject to the provisions of terms and conditions contained in this tariff Tariff, the Company Licensor will authorize the provide POLE attachment of a customer's and permit a Broadband Provider and Licensee, for the purpose of furnishing Broadband or CATV facilities service, to a pole or anchor for lawful CATV purposes.~~

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Windstream Kentucky West, LLC — P.S.C. KY No. 7 install its equipment upon or within such

**Original** Sheet 2

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.1 Regulations (Continued)~~

~~B. Undertaking of the Company (Continued)~~

~~2) Limitations~~

~~No use, however extended, of a pole or anchor Licensor 's poles and conduits as are available or payment of any charges required under this tariff shall create or vest in the customer any easements of any ownership or property rights of any nature in such pole or anchor.~~

Nothing contained in this tariff shall can be construed to compel the Company to construct, reconstruct, retain, extend, repair, place, replace or maintain a pole, anchor or other facilities for use by a customer that is not needed for the Company's own service requirements made available, except where the customer agrees to reimburse the Company for the costs incurred in making such additions or repairs for safety reasons.

The Licensee shall secure from the proper franchising authority, a franchise to erect and maintain its equipment within public streets, highways and other thoroughfare, provided such franchising authority exists, and shall secure any and all consents, permits, licenses, easements or rights-of-way that may be legally required for its operation hereunder. The Licensee shall provide to the Licensor documentation evidencing that all such franchises, consents, permits, licenses, easements and rights-of- way have been obtained.

~~The Nothing contained in this tariff shall be construed as a limitation, restriction or prohibition against the Company with respect to any agreement and arrangement which the Company has heretofore entered into, or may in the future enter into, with others not covered by this tariff regarding the poles or anchors covered by this tariff. The rights of the customer shall at all times be subject to any such existing and future agreement or arrangement.~~

~~3) Liability and Damages~~

~~The Company reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. The Company shall not be liable to a customer for any interruption to service of the customer or for interference with the operation of the cables, equipment and facilities of the customer arising in any manner, except as a result of the Company's sole negligence, out of the use of the Company's poles.~~

~~4) Termination of Authorizations~~

~~a) Authorizations for pole and anchor attachments granted under the provisions~~

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~~of this tariff may be terminated by the Company if:~~

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~~Windstream Kentucky West, LLC — P.S.C. KY No. 7~~ Licensee shall assist in, and bear the expense of securing any additional consents, permits, or licenses that may be required by the Licensor because of the Broadband or CATV pole attachments or anchor attachments

~~The franchises, consents, permits, licenses, easements and rights-of-way of the Licensor are for its own facilities and the provision of its other services. No rights in such franchises, consents, permits, licenses, easements or rights-of-way are conferred upon any Licensee hereunder.~~

~~Original~~ Sheet 3

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.1 Regulations (Continued)~~

~~B. Undertaking of the Company (Continued)~~

~~4) Termination of Authorizations ((Continued))~~

~~a) (Continued)~~

~~the customer's insurance or bonding carrier shall at any time notify the Company that the policies of insurance or bonds, as required by Section 1.1.C.2) following, will be canceled or, changed so that those requirements will no longer be satisfied; or~~

~~any authorization which may be required by any governmental or private authority for the construction, operation and maintenance of the customer's CATV facilities is denied or revoked; or~~

~~the customer's CATV facilities are used or maintained in violation of any law or in aid of any unlawful act or undertaking; or~~

~~the customer ceases to have authority to construct and operate its CATV facilities on public or private property at the location of a particular pole or anchor covered by an authorization; or~~

~~the customer fails to comply with any of the provisions of this tariff or defaults in any of its obligations hereunder; or~~

~~the customer ceases to provide its CATV services in the area covered by this tariff.~~

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b) ~~The Company will promptly notify the customer in writing of any condition(s) applicable in 1) preceding. The customer shall take immediate corrective action to eliminate any such condition(s) and shall confirm in writing to the Company within (30) days following receipt of such written notice that the cited condition(s) has ceased or been corrected. If the customer is to discontinue or correct such condition(s) and fails to give the required written confirmation to the Company within the time period required, the Company may immediately terminate the attachment authorization(s) affected by the condition(s).~~

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**Original** Sheet 4

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.1 Regulations (Continued)~~

~~B. Undertaking of the Company (Continued)~~

~~5) Notices~~

~~All written notices required under this tariff shall be given by posting the same in first class mail.~~

~~C. Obligation of the Customer~~

~~1) Legal Requirements~~

~~The customer shall submit to the Company evidence of the customer's lawful authority to place, maintain and operate its CATV facilities within public streets, highways, and other thoroughfares and shall secure any necessary permits and consents from Federal, State, County, and Municipal authorities and from the owners of property to construct, maintain and operate CATV facilities at the locations of poles of the Company which it uses.~~

~~The customer shall at all times observe and comply with the provisions of this tariff and is subject to all laws, ordinances and regulations which in any manner affect the rights and obligations of the Company or the customer, so long as such laws, ordinances or regulations remain in effect.~~

~~2) Claims, Damages and Required Insurance~~

~~The customer shall exercise special precautions to avoid damaging the Company's cables, equipment and facilities, and those of others occupying the Company's poles and the customer shall assume all responsibility for any and all loss for such damage caused by the customer's, or its agent's, negligence. The customer shall make an immediate report to the Company of the concurrence of any such damage and shall reimburse the respective owners for the expense incurred in making repairs.~~

~~The customer shall carry liability insurance, or an indemnity bond to protect the Company and the public from and against any and all claims, demands, actions, judgments, costs, expenses, and liabilities of every kind and nature which may arise or result directly or indirectly, from or by reason of such loss, injury or damage, caused by the joint negligence of the Company and the customer or by the sole negligence of the customer. The~~

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~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.1 Regulations (Continued)~~

~~C. Obligation of the Customer (Continued)~~

~~2) Claims, Damages and Required Insurance (Continued)~~

~~amounts of such insurance or bond against liability due to damage to property shall be no less than \$100,000 as to any one accident and \$300,000 aggregate, and against liability due to injury to or death of persons no less than \$300,000 as to any one person and \$500,000 as to any one accident. The customer shall also carry such insurance as will protect it from all claims under any Workmen's Compensation laws in effect that may be applicable to it. All insurance required shall remain in force for as long as the customer's CATV facilities are attached to the Company's poles or anchors and the insurance or bonding company or companies issuing such insurance or bonds shall be approved by the Company. The customer shall submit to the Company certificates by each insurance or bonding company insuring or bonding the customer to the effect that it has insured or bonded the customer for all liabilities of the customer under this tariff and that it will not cancel or change any policy of insurance or bond issued to the customer except after thirty (30) days written notice to the Company.~~

~~D. Attachment and Occupancy Applications~~

~~Before the customer shall attach to a pole or anchor, the customer shall make written application for and have received written authorization therefore from the Company.~~

~~E. Make Ready Requirements~~

~~When an application for attachment to a pole and/or anchor is submitted by a customer, a pre-authorization survey will be required to determine the existing adequacy of the pole and anchor to accommodate the customer's CATV facilities. Utilization of the available capacity of an existing anchor when such utilization does not result in a reduction of the holding capacity below the level normally required by the Company for safety, or other purposes, will be permitted upon agreement by the customer to pay the charges specified in Section 1.2 following. The field inspection portion of the pre-authorization survey, which requires the visual inspection of existing poles and anchors, will be performed by the Company (with optional participation by the joint user and/or the customer). The Company will advise the customer in writing of the estimated charges~~

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1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

E. Make-Ready Requirements (Continued)

that will apply for such pre-authorization survey and the make-ready costs to be incurred by the Company. The Company must receive written authorization from the customer before undertaking any portion of the pre-authorization survey or make-ready work.

The administrative processing portion of the pre-authorization survey, which includes the processing of the application, the preparation of the make ready work orders, the coordination of work requirements and schedules with joint users and other customers will be performed by the Company.

In the event the Company determines that the existing pole or anchor attachments, on any pole to which the customer desires to make attachments, needs rearrangement to support or accommodate the customer's proposed attachments in accordance with the specifications set forth in Section 1.1.F., the Company will indicate on the application the changes necessary to ensure that the customer's proposed attachments are in accordance with Section 1.1.F., and the estimated cost thereof, and return it to the customer. If the customer desires that such changes be made and returns the application marked to so indicate, the Company will make such changes and bill the customer in accordance with the terms of this tariff. The customer shall also be obligated to reimburse the owner or owners of the other facilities or attachments on the Company's poles or anchors, to which the customer wishes to make its attachments, for any expense incurred by it or them in transferring, or rearranging its or their facilities or attachments to accommodate the customer's proposed attachments.

In the event the Company, through its field inspection or other means, determines that the poles or anchors to which the customer wishes to attach its CATV facilities are inadequate to permit the customer's proposed attachments, or there is insufficient usable space thereon to permit such attachments, using the specifications set forth in Section 1.1.F. as a reference, and such inadequacy or lack of sufficient usable space can only be remedied by the replacement of the Company's poles or anchors, or by the addition of more poles or anchors, the Company will notify the customer of the expense of replacing or adding the needed facilities. If asked to do so by the customer, the Company will proceed to replace or add the facilities required to accommodate the customer's proposed attachments. In such case the customer shall be obligated to

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~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.1 Regulations (Continued)~~

~~E. Make-Ready Requirements (Continued)~~

~~reimburse the Company for the expenses it incurs in replacing or adding these facilities according to the terms of Section 1.2 of this tariff.~~

~~Made-ready work will be performed following receipt by the Company of the required advance payment. The customer shall pay the Company for all make-ready work completed in accordance with the provisions of this tariff and shall also make arrangements with the owners of other facilities attached to such poles or anchors regarding reimbursement for any expense incurred by them in transferring or rearranging their facilities to make such attachment accommodations available. The customer shall not be entitled to reimbursement of any amounts paid to the Company for pole or anchor replacements or for rearrangements of facilities on a pole or anchor by reasons of the use by the Company, joint user, governmental entity or other authorized users of any additional capacity resulting from such replacement or rearrangement.~~

~~F. Construction, Maintenance and Removal of Customer Facilities~~

~~The customer's cables, equipment and facilities shall be placed and maintained in accordance with the requirements and specifications of this section of this tariff. Unless different standards are specified herein the provisions of the National Electrical Code (1981 edition) and the National Electrical Safety Code (1981 edition), and any amendments thereto or replacements thereof, shall be applicable. Any of the customer's cables, equipment and facilities not in compliance with this section shall be brought into compliance within six months.~~

~~The customer shall at its own expense, make and maintain its pole and anchor attachments in a safe condition and in thorough repair, and in a manner acceptable to the Company, and so as not to conflict with the use of said poles by the Company or by other authorized users of said poles or anchors or interfere with other facilities thereon or which may from time to time be placed thereon. The customer shall, at its own expense, upon two (2) days advance notice from the Company, relocate and replace its facilities placed on said poles or anchors, or transfer them to substituted poles or anchors, or perform any other work in connection with said facilities that may be required by the Company; provided, however, that in cases of emergency, the Company may arrange to relocate or replace the~~

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1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

F. Construction, Maintenance and Removal of Customer Facilities (Continued)

attachment placed on said poles or anchors by the customer, transfer them to substituted poles or anchors, or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles or anchors, or of the facilities thereon, or which may be placed thereon, or for the service needs of the Company, and the customer shall reimburse the Company for the expense thereby incurred. Attachments of the customer to poles or anchors of the Company as mentioned herein shall be understood to include attachments of the customer in space reserved for the Company, or space which the Company has the right to use, on poles of other companies, with which the Company now has or may hereafter have agreements for joint use and occupancy; and the use of such space by the customer shall be subject to the terms and conditions of the agreements between the Company and said other companies.

1) Attachment to Poles and Anchors

This section is an integral part of this tariff and contains certain minimum requirements and specifications governing the attachment of cables, equipment and facilities of the customer to poles and anchors owned by the Company.

a) General

The customer is responsible for the proper design, construction and maintenance of its attachments. Attachments generally will be limited to strand supported cable, service drops, terminals and necessary appurtenances deemed by the Company to be suitable for pole or anchor mounting.

Any rearrangements of the Company's facilities or replacement of poles required to accommodate the customer's attachments shall be done by the Company or a contractor authorized by the Company.

The fees and charges specified in Section 1.2 shall be applicable to all attachments made by the customer, without regard to the methods of attachment used.

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~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.1 Regulations (Continued)~~

~~F. Construction, Maintenance and Removal of Customer Facilities (Continued)~~

~~1) Attachment to Poles and Anchors (Continued)~~

~~a) General (Continued)~~

~~The customer's attachments shall be plainly identified by appropriate marking satisfactory to the Company.~~

~~The customer's workmen shall assure themselves that any pole to be climbed has sufficient strength or is adequately braced or guyed to support the weight of the workmen.~~

~~All requirements of the National Electrical Safety Code referred to herein shall mean the 1981 edition of such code, or any later amendment or replacement thereof, and shall include any additional requirements of any applicable Federal, State, County or Municipal code. References to simply the Safety Code, or to N.E.S.C., have the same meaning.~~

~~While many of the standards and technical requirements for the Customer's cable, equipment and facilities are set forth herein, the Company reserves the right to specify the type of construction required in situations not otherwise covered in this Tariff. In such cases, the Company will in its discretion furnish the customer written materials which may specify and explain the required construction.~~

~~b) Voltage, Power, and Electrical Interference~~

~~The customer's attachments shall not use or carry voltages or currents in excess of the limits prescribed for communications conductors by the National Electrical Safety Code. However, all parts of the customer's attachments carrying voltages in excess of 50 volts AC (rms) to ground or 135 volts DC to ground, except for momentary signaling or control voltages, shall be enclosed in an effectively grounded, sheath or shield. All energized parts of the customer's attachments shall be suitably covered to prevent accidental contact by the general public, the customer's workmen or workmen of another customer or utility having facilities on the same pole.~~

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Title: Product Manager – Pricing & Tariffs

By Authority of Order of the Public Service Commission

In Case No. \_\_\_\_\_ Dated: \_\_\_\_\_



**POLE AND ANCHOR ATTACHMENT TARIFF**

~~Windstream Kentucky West, LLC — P.S.C. KY No. 7~~

~~Original~~ Sheet 10

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.1 Regulations (Continued)~~

~~F. Construction, Maintenance and Removal of Customer Facilities (Continued)~~

~~1) Attachment to Poles and Anchors (Continued)~~

~~b) Voltage, Power, and Electrical Interference (Continued)~~

~~The Company shall determine whether the customer's attachments cause or may cause electrical interference with the Company's communications facilities. The customer shall on demand of the Company, correct immediately at the customer's expense any such interference including, if necessary, removal of the attachments causing the interference.~~

~~No attachment shall use the earth as the sole conductor for any part of the circuit.~~

~~The customer shall not circumvent the Company's corrosion mitigation measures (e.g., short circuit insulating joints).~~

~~c) Grounding and Bonding~~

~~All power supplies shall be grounded. The neutral side of the power drop shall be continuous and not fused. The neutral line shall also be bonded to the power supply cabinet. The cabinet shall be connected to an earth ground at the pole. In areas where a power utility has a ground wire running down the pole, the cabinet can be connected to it if the power utility permits. When a power utility vertical ground wire is not available, the customer must place a ground rod. All cabinets, housings and metal socket bases on a common pole shall be bonded to each other, to the Company's strand and to the customer's strand.~~

~~Where two or more aerial suspension strands are located on the same pole, the suspension strands shall be bonded together. Where the customer has been authorized to attach the bond wire to the Company's strand, the customer is responsible for completing the bond. If the customer is not authorized to attach to the Company's strand, the customer shall attach the bonding wire to its strand and leave a sufficient length of wire to allow the Company to complete the bond. Where the strands of two or more~~

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**POLE AND ANCHOR ATTACHMENT TARIFF**

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 11

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.1 Regulations (Continued)~~

~~F. Construction, Maintenance and Removal of Customer Facilities (Continued)~~

~~1) Attachment to Poles and Anchors (Continued)~~

~~c) Grounding and Bonding (Continued)~~

~~customers are to be bonded together, the customer placing the last strand, if authorized to do so by the other customers, shall make both connections. Where such authorization is not granted by the customer owning the existing strand, the customer shall attach the bonding wire to its strand and leave enough wire to permit making a connection to the other strand. In such cases, the customer owning the existing strand shall be responsible for completing the bonding.~~

~~Suspension strands at trolley feeders and trolley contact wires located on the same street shall be bonded at the first, last and every intermediate fifth poles until the remaining section between bonds is not more than eight or less than four spans. At other locations, the strands shall be bonded at the first, last and every intermediate tenth poles until the remaining section between bonds is not more than thirteen or less than four spans. Strands shall be bonded at or near the first pole on each side of underground dips or trolley wire crossovers.~~

~~Strands attached to the same bolt do not have to be bonded.~~

~~Where a customer's strand leaves a pole which carries other strands supporting communications cables, and the customer's strand continues to a pole carrying power facilities but no communication facilities of the Company, the customer's cable shall be:~~

~~Bonded to the other communications strands on the pole that it leaves, and~~

~~Bonded to an effective ground preferably within two spans but not greater than ten (10) spans, after leaving said pole, and~~

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POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC P.S.C. KY No. 7

Original Sheet 12

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

F. Construction, Maintenance and Removal of Customer Facilities (Continued)

1) Attachment to Poles and Anchors (Continued)

e) Grounding and Bonding (Continued)

Bonded with a No. 6 solid, soft-drawn copper wire. The wire must be attached to the strand with an approved clamp, such as lashing wire clamp, designed for attachment to each specific size of strand involved (for example, Chance Lashing Wire Clamp, Catalog Number 9000, or equivalent).

Strands supporting drop wire shall be bonded to the cable suspension strand.

d) Clearances

The customer's attachments are subject to the same clearances as communications facilities and shall meet all of the pertinent clearance requirements of the Safety Code. Safety Code rules covering the most commonly encountered conditions are listed below.

NEESC 1981 Edition  
General Rule

Vertical clearance on poles jointly occupied by communication facilities and power facilities 235

Mid-span clearances between communication facilities and power facilities 238

Crossing clearances of facilities carried on different supports 233

Clearances from street light brackets and associated wiring 238

Clearances of conductors from another line 233

Clearances of vertical and lateral conductors from other wires and surfaces on the same support 239

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**POLE AND ANCHOR ATTACHMENT TARIFF**

~~Windstream Kentucky West, LLC — P.S.C. KY No. 7~~

~~Original Sheet 13~~

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.1 Regulations (Continued)~~

~~F. Construction, Maintenance and Removal of Customer Facilities (Continued)~~

~~1) Attachment to Poles and Anchors (Continued)~~

~~d) Clearances (Continued)~~

~~NESC 1981 Edition  
— General Rule~~

~~Clearances in any direction from line conductors and supports, and to vertical and lateral conductors, span or guy wires, attached to the same support 235~~

~~Vertical clearance of wires above ground, rails or water 232~~

~~\*Minimum Telephone Co. pole attachment 20 feet above ground.~~

~~e) Location and Spacing~~

~~The Company shall specify the location of the customer's attachments on each pole, including the location of the customer's riser cables.~~

~~The minimum vertical separation between the customer's suspension strand and the Company's suspension strand when located on the same side of the pole shall be twelve (12) inches. Where agreement with the power utility permits the placing of cables on both sides of the pole, the vertical separation between the strands may be reduced if the diagonal separation between strands will be twelve (12) inches or more. Separation between the bolt holes shall in any event be at least four (4) inches. The customer's suspension strand and cable shall be located above the Company's facilities unless the Company permits otherwise.~~

~~The minimum separation between the customer's and the Company's suspension strands specified herein also applies between the customer's strand and the suspension strand of another customer, and between two or more strands of the~~

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**POLE AND ANCHOR ATTACHMENT TARIFF**

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 14

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.1 Regulations (Continued)~~

~~F. Construction, Maintenance and Removal of Customer Facilities (Continued)~~

~~1) Attachment to Poles and Anchors (Continued)~~

~~e) Location and Spacing (Continued)~~

~~customer; provided, however, that the customer may agree with another customer to reduce the separation between their respective strands. Separation between the bolt holes must in any event be at least four (4) inches.~~

~~When the customer's strand is above the Company's strand, the customer's strand mounted equipment housings and cable drip loops shall be placed at least six inches above the Company's facilities.~~

~~Power supply cabinets and other pole mounted equipment shall not be permitted below the Company's facilities on a pole where any of the following are present:~~

~~Underground riser cable or pipe.~~

~~Cross-connecting terminal.~~

~~Pole mounted distribution terminal.~~

~~Pole mounted closure.~~

~~Apparatus case.~~

~~Air dryer.~~

~~Other equipment of size that would impair climbing or working space if an additional pole mounted facility was installed.~~

~~The customer shall be required to place all of its attachments, including amplifiers, power supplies, terminals, splitters and taps, so as not to interfere with climbing space, as defined in the National Electrical Safety Code (Rule 236).~~

~~Where by mutual agreement with the power utility, attachment of cables to both sides of the pole is permitted, two customers may employ a common through bolt~~

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**POLE AND ANCHOR ATTACHMENT TARIFF**

~~Windstream Kentucky West, LLC — P.S.C. KY No. 7~~

~~Original~~ Sheet 15

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.1 Regulations (Continued)~~

~~F. Construction, Maintenance and Removal of Customer Facilities (Continued)~~

~~1) Attachment to Poles and Anchors (Continued)~~

~~e) Location and Spacing (Continued)~~

~~provided one customer accepts, in writing, the responsibility for maintaining the bolt. N.E.S.C. climbing space requirements must be maintained by all parties.~~

~~The customer shall not attach its facilities, except the termination of the bond wire when authorized, to the Company's strand or suspension bolt.~~

~~Through bolts may not be placed less than 10 inches from the top of the pole.~~

~~f) Loading~~

~~The customer shall furnish to the Company the details as to the ultimate strength tension at 60° and maximum tension in its suspension strand or conductor under the applicable storm loading specifications in the Code.~~

~~The customer shall furnish to the Company details as to the weight and size of its cables, suspension strands and/or conductors, with and without the ice loading, as specified by the National Electrical Safety Code (Rule 251) or appropriate local code for the loading area concerned. N.E.S.C. Rule 250 covers the degree of loading (light, medium, heavy) appropriate in different sections of the country. Where a local code designates a heavier degree of loading than the N.E.S.C., the local requirements shall govern.~~

~~The customer may lash its cable to the strand of another customer where this is acceptable to all other customers involved and to the Company. Maximum tension of the customer's strand shall not exceed 60% of the breaking strength under applicable storm loading, as defined by the National Electrical Safety Code (Rule 251). Where local codes designate a heavier degree of loading than the N.E.S.C., the local requirements shall govern.~~

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**POLE AND ANCHOR ATTACHMENT TARIFF**

~~Windstream Kentucky West, LLC – P.S.C. KY No. 7~~

~~Original~~ Sheet 16

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.1 Regulations (Continued)~~

~~F. Construction, Maintenance and Removal of Customer Facilities(Continued)~~

~~1) Attachment to Poles and Anchors (Continued)~~

~~g) Guying and Stepping~~

~~Guying will be required on poles where the total unbalanced load, including the tension due to the customer's attachments under the appropriate storm loading prescribed by the National Electrical Safety Code (Rule 251), exceeds 200 pounds unless the pole was designed as an unguayed corner pole and the pole has adequate strength and stability, in the opinion of Licensor, to withstand the additional load.~~

~~Guys, when required, shall be of such material and dimensions as to provide adequate strength to withstand the transverse loads specified in the National Electrical Safety Code (Rule 252B), and the longitudinal load assumed in the Code (Rule 252C). Guys on poles which also support power facilities shall be in compliance with the National Electrical Safety Code (Rule 261C). On poles supporting communications facilities only, guying shall be in compliance with Grade C construction requirements of the Code.~~

~~Guy guards shall be installed in compliance with N.E.S.C. Rule 282E (Supplement 1).~~

~~The customer may attach its guy to the Company's anchor rods where the Company specifically authorizes it in writing.~~

~~More than one customer may use a common guy to sustain their combined load.~~

~~Guys shall be installed or grounded as specified in the Safety Code (Rules 282 and 283). The customer's guys shall not short circuit the Company's guy insulators.~~

~~Material used for guys shall be compatible from a corrosion standpoint with the hardware to which it is attached.~~

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POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC — P.S.C. KY No. 7

Original Sheet 17

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

F. Construction, Maintenance and Removal of Customer Facilities (Continued)

1) Attachment to Poles and Anchors (Continued)

g) Guying and Stepping (Continued)

Where the Company determines that because of the customer's activity on a pole, the pole must be stepped, or if the customer requests that a pole be stepped for the customer's convenience, the Company will have the pole stepped at the customer's expense. The Company will determine the extent, method and manner of stepping required in view of the facilities located on the pole, safety requirements and the hazards of stepping any particular pole.

2) Inspections of Customer's Installations

The Company reserves the right to make periodic inspections of any part of the cable, equipment and facilities of the customer on its poles or anchors and in the vicinity of such cable, equipment and facilities. Inspections will not be made more often than once a year and upon notice to the customer unless, in the Company's judgment such inspections are required for reasons involving safety or are required because of a violation of the terms of this tariff by the customer.

If, upon inspection of the customer's pole or anchor attachments, the Company discovers substandard, incomplete or defective attachments, the customer shall, at its own expense, correct those attachments so identified by the Company. However, if the customer fails to correct such attachments, after having been reasonably notified of their substandard, incomplete or defective condition, the Company may correct these attachments without liability, and the expense of correcting these attachments shall be borne by the customer.

G. Unauthorized Attachment or Occupancy

If any of the customer's CATV facilities shall be found attached to a pole or anchor for which there is no authorization outstanding, the Company, without prejudice to its other rights or remedies under this tariff, including termination of authorization(s), may impose a charge equal to twice the amount of the tariff charges set forth

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**POLE AND ANCHOR ATTACHMENT TARIFF**

~~Windstream Kentucky West, LLC – P.S.C. KY No. 7~~

~~Original~~ Sheet 18

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.1 Regulations (Continued)~~

~~G. Unauthorized Attachment or Occupancy (Continued)~~

~~herein for such attachment and make ready work, and require the customer to submit in writing, within (15) days after receipt of written notification from the Company of the unauthorized attachment, a pole or anchor attachment application. If such application is not received by the Company within the specified time period, the customer may be required to remove its unauthorized attachment within (30) days of the final date for submitting the required application, or the Company may at its option remove the customer's facilities without liability, and the expense of such removal shall be borne by the customer.~~

~~For the purpose of determining the applicable charge, all unauthorized pole or anchor attachments shall be treated as having existed since the first day following the most recent inspection and twice the amount of the rates specified in Section 1.2 following shall be due and payable forthwith.~~

~~H. Termination of Attachments~~

~~Upon notice from the Company to the customer that the use of the pole or anchor is not authorized by Federal, State, County or Municipal authorities or private property owners, the customer shall remove its cables, equipment and facilities at once from the affected poles or anchors, or shall make arrangements for the removal of its cable, equipment and facilities at the customer's expense.~~

~~The customer may at any time remove its facilities from any of the Company's poles or anchors, but shall immediately give the Company written notice of such removal. In the event the customer's cables, equipment and facilities shall be removed from any pole as provided by this tariff, no attachment, shall again be made to such pole unless the customer shall have first complied with all of the provisions of this tariff as though no such attachment had previously been made.~~

~~If the customer shall fail to comply with any of the terms or conditions of this tariff, or default in any of its obligations under this tariff, and fail within thirty (30) days after written notice from the Company to correct such default or noncompliance, the Company may, at its option, require the customer to forthwith remove all of its pole and anchor attachments.~~

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**POLE AND ANCHOR ATTACHMENT TARIFF**

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 19

**1. POLE AND ANCHOR ATTACHMENTS (Continued)**

**1.2 Rates and Charges**

**A. General**

**1) Computation**

~~For~~ the purpose of computing the total attachment fees due, the total fee shall be based upon the number of poles or anchors contacted, whether in service or not in service, on the first day of June and the first day of December of each year.

The first advance payment of the annual charge for attachments shall be prorated from the date that the attachment is made to the pole or anchor to the first regular payment date.

~~A. "Drop" contacts shall only be cumulatively reported on or before the first day of June and the first day of December for the preceding six (6) months. Applications for "drop" need not be submitted except on the above semi-annual dates.~~

~~Upon termination of~~ an attachment, the applicable attachment fee shall be prorated for the period during which the attachment was made to the Company's pole or anchor during the final semi-annual period and shall be credited to the customer; provided, however, that there shall be no proration of an attachment fee if the attachment is terminated as a result of any act or omission of the customer in violation of this tariff.

**2) Payment Dates**

Attachment fees shall be due and payable semi-annually in advance, on the 30th day of January for the first half of the calendar year and on the 30th day of July for the last half of the calendar year. Failure to pay such fees within 30 days after presentment of the bill therefor or on the specified payment date, whichever is later, shall constitute a failure of the customer to comply with the provisions of this tariff and shall result in termination of authorization as specified in Section 1.1.B.3) of this tariff.

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**POLE AND ANCHOR ATTACHMENT TARIFF**

Windstream Kentucky West, LLC — P.S.C. KY No. 7

~~Original~~ Sheet 20

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.2 Rates and Charges (Continued)~~

~~B. Rates~~

~~Semi-Annual~~

	<u>Rate</u>
<b>Pole Attachments</b>	
Two-User Poles, per pole	\$3.40
Three-User Poles, per pole	\$2.75
<b>Anchor Attachments</b>	
Two-User Anchors, per anchor	\$4.58
Three-User Anchor, per anchor	\$3.05

~~C. Other Charges~~

~~All charges for rearrangement or removal of the customer's facilities from the Company's poles and anchors, and any other work performed for the customer shall be based upon the full cost and expense to the Company for performing such work. The cost to the Company shall be determined in accordance with the regular and customary methods used by the Company in determining such costs.~~

~~The charge for replacement of poles shall include the total cost thereof, including the cost of transferring the Company's facilities from the old to the new poles, less the salvage value of any pole that is replaced.~~

**S1. POLE ATTACHMENT TERMS**

**S1.4 Application for Permission to Install with Complex Make-Ready**

~~All bills for such other charges shall be payable upon presentation to the customer, and shall be deemed delinquent if not paid within 30 days after presentation to the customer. Failure of the customer to pay such fees within 30 days after presentment of the bill therefor shall constitute a failure of the customer to comply with the provisions of this tariff and shall result in termination of authorization as specified in section 1.1.B.3) of this tariff.~~

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**POLE AND ANCHOR ATTACHMENT TARIFF**

Date of Issue: July 7, 2016 Date

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Title: Product Manager—Pricing & Tariffs

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7/7/2016

PUBLIC SERVICE  
COMMISSION OF  
KENTUCKY







**POLE AND ANCHOR ATTACHMENT TARIFF**

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.3 Service Agreement (Cont'd.)~~

~~4. TERM AND TERMINATION OF AGREEMENT~~

~~A. This Agreement shall become effective upon the Effective Date and if not terminated in accordance with the provisions of this Agreement, shall continue in effect for a term of one (1) year ("Initial Term") and shall continue on a year to year basis. Notwithstanding the foregoing, any time after the Initial Term and anytime thereafter the rates, fees and charges set forth may be increased or decreased by written notice from Licensor to Licensee.~~

~~B. Either Party may terminate this Agreement for any reason after the Initial Term with at least thirty (30) day written notice to the other party. Licensor may terminate this Agreement in the event of default as set forth under Article 21 of this Agreement.~~

~~C. Upon termination of the Agreement in accordance with any of its terms, all outstanding Licenses in connection therewith shall terminate and shall be surrendered and Licensee shall immediately, and at its sole expense remove all Attachments located on Poles within sixty (60) days of date of termination.~~

~~5. TERMINATION OF LICENSES~~

~~A. In addition to other termination rights set forth in this Agreement, upon notice from Licensor to Licensee that Licensor has been advised by a governmental authority or private property owners that the use of any Pole is not authorized and is objected to by such governmental authority or private property owner, as the case may be or that any Pole is to be removed, sold or otherwise disposed of, Licensee shall, immediately remove its cables, equipment, and facilities at once from the affected Pole or shall make arrangements for the removal of its cable, equipment, and facilities from the affected portion of Licensor's Pole at Licensee's sole expense. If not so removed within sixty (60) days or such timeframe as stated on the Notice, Licensor shall have the right to remove Licensee's Attachments from Licensor's Pole at the cost and expense of Licensee and without any liability thereto.~~

(N)

(N)

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**POLE AND ANCHOR ATTACHMENT TARIFF**

~~Windstream Kentucky West, LLC~~

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~~Original Sheet 25~~

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.3 Service Agreement (Cont'd.)~~

~~6. RATES, FEES AND CHARGES (Cont'd.)~~

~~C. All charges for pole maintenance, including emergency repairs and plant damage, field surveys, pole location/GIS mapping data information, inspections, engineering, replacement or rearrangements of Licensee's Attachments from Licensor's Poles and, without limitation, any other work performed for Licensee shall be based upon the full cost and expense, including reasonable overhead, incurred by Licensor or its representative for performing such work for Licensee to include, without limitation, costs to transfer or moving of Licensor facilities and removal of old Poles. The cost to Licensee shall be determined in accordance with the regular and customary methods used by Licensor in determining such costs~~

~~D. All other Attachment related inquiry, verification, application, administrative and miscellaneous rates, fees and charges shall be calculated and paid in accordance with Exhibit D and the terms of this Agreement.~~

~~E. Upon termination or surrender of a License granted hereunder, no refund of any Pole Attachment Fees shall be made and Licensee shall remain liable for all fees and charges set forth in this Agreement until Licensee has removed its Attachments.~~

~~7. PAYMENT, SECURITY BOND AND LIEN.~~

~~A. All bills for such other charges for work performed by Licensor and the fees set forth in the Agreement shall be payable upon presentment to Licensee, and shall be deemed delinquent if not paid within thirty (30) days after the date of the invoice. All amounts not received on or before the payment due date indicated on the invoice shall be subject to interest from such date, to the date on which payment is received by Licensor, at a rate of one and one-half percent (1.5%) for each thirty (30) day period during which such amount remains unpaid. If the payment due date so indicated falls on a weekend, or on any Federal or State holiday, the payment due date shall be the next business day. Without any prejudice to its rights to collect interest, as provided above, Licensor may, in the event Licensee fails to, or refuses to pay any amounts on or before the payment due date indicated on the invoice, without any further notice to Licensee, suspend its own performance of any or all obligations arising under this Agreement, including but not limited to the obligation to issue any License, or process any Application therefore.~~

(N)

(N)

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**POLE AND ANCHOR ATTACHMENT TARIFF**

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.3 Service Agreement (Cont'd.)~~

~~7. PAYMENT, SECURITY BOND AND LIEN (Cont'd.)~~

~~B. Bond. Licensee shall furnish a bond or other security, and keep in place during the term of this Agreement, satisfactory to Licensor, the amount of \$5,000 or an amount equal to two (2) years of Pole Attachment Fees, whichever is greater, to guarantee the performance of Licensee obligations including payment of any such sums (including Unauthorized Attachment charges and liquidated damages) which may become due to Licensor arising out of this Agreement including, but not limited to rent, fees due hereunder or charges for work performed for the benefit of Licensee under this Agreement, including the removal of Licensee's facilities upon termination of this Agreement by any of its provisions or upon termination of any License issued hereunder. Such bond shall include that Licensor received 30 days prior notice of cancellation. Cancellation of a bond shall be an event of default by Licensee. Upon signing this Agreement and prior to issuance of a License, Licensee shall furnish the bond to be sent to person identified in Exhibit E. Licensor may in its sole discretion change the bond amount or cancellation notice requirement from time to time upon at least thirty (30) day notice to Licensee. Licensor shall not be obligated to issue any License hereunder until Licensee has provided the bond as set forth herein.~~

~~C. Lien. Should Licensor under the terms and conditions of this Agreement remove Licensee's Attachments from Licensor's Poles, Licensor will deliver to Licensee the cable, equipment or facilities so removed upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due Licensor hereunder. Licensor is hereby given a lien on Licensee's cable, equipment or facilities attached to Licensor's Poles or removed therefrom, with power of public or private sale, to cover any amounts due Licensor under the provisions of this Agreement. Such liens shall not operate to prevent Licensor from pursuing, at its option, any other remedy in law, equity or otherwise, including any other remedy provided for in this Agreement.~~

(N)

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(N)

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**POLE AND ANCHOR ATTACHMENT TARIFF**

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**S1. POLE AND ANCHOR ATTACHMENTS (Continued)**

~~1.3 Service Agreement (Cont'd.)~~

~~9. ATTACHMENT REQUEST AND LICENSE PROCESS FOR SIMPLE MAKE-READY TERMS~~

**S1.5 Application for Permission to Install with Simple Make-Ready**

A. Requests to Attach. Before Licensee shall have a right to place Attachments to any Poles of Licensor involving Simple Make-Ready only, Licensee shall make application for and receive a revocable, nonexclusive License which shall be in the form of a Licensor countersigned Application for Pole License (Exhibit ~~BA~~-1). Licensee shall provide sufficient information on the Exhibit ~~BA~~-1 Application to enable Licensor to determine that the request involves only Simple Make-Ready, to locate the proposed Pole(s) impacted and to identify the physical characteristics of Licensee’s facilities to be attached to Licensor’s Pole(s) so that Licensor can confirm that the attachment(s) may be completed through Simple Make-Ready. Each Exhibit ~~BA~~-1 Application for Pole License shall contain no more than ~~twenty-five (25)~~300 Poles ~~and Licensee may submit up to~~Licensor will review pursuant to twelve (12) Exhibit B-1 Applications for Pole License within a rolling thirty (30) day period. Kentucky rules. Licensor requires that all poles on any one Exhibit ~~BA~~-1 Application be in the same city or zip code. Licensor will process Applications for Pole Licenses in the order in which they are received; provided, however, that when Licensee has multiple Applications for Pole Licenses on file with Licensor, Licensee may designate its desired priority of completion with respect to all such Application for Pole Licenses. Licensee shall not under any circumstances attach any equipment to any guy wires or anchors owned by Licensor.

Date of Issue: March 22, 2022

Date Effective: March 31, 2022

Issued by: Senior Regulatory Counsel

By Authority of Order of the Public Service Commission

In Case No. \_\_\_\_\_ Dated: \_\_\_\_\_

~~POLE AND ANCHOR ATTACHMENT TARIFF~~  
Engineering Survey. Licensee shall submit an Application for Pole License in the form of Exhibit ~~B-A-1~~ proposed route, the pole detail and contact information (name, telephone and email information). Licensor will invoice and Licensee shall pay applicable application fee(s) prior to Licensor processing the application. Prior to submitting the Exhibit ~~B-A-1~~ Application, Licensee shall send notice (which may be via email or other electronic means) at least three (3) days in advance that Licensee will be surveying Licensor's Pole(s) with an Approved Contractor. Licensee is responsible for determining, in accordance with the requirements of the National Electric Safety Code, if the existing Licensor's and third parties' facilities will support the additional loading imposed by the Licensee's attachments. Upon receipt of an Exhibit ~~B-A-1~~ Application, Licensor shall have ten (10) days to ensure whether it is complete. If the Exhibit ~~B-A-1~~ Application is incomplete, Licensor will return the Exhibit ~~B-A-1~~ Application to Licensee along with an explanation detailing how it is deficient. For Exhibit ~~B-A-1~~ Applications that are complete, Licensor has thirty (30) days from receipt of the Exhibit ~~B-A-1~~ Application to review and approve or reject the Exhibit ~~B-A-1~~ Application.

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### S1. POLE ATTACHMENT TERMS

#### S1.5 Application for Permission to Install with Simple Make-Ready (Cont'd)

~~B.~~ If during this process, Licensor reasonably determines the request is denied because the work involves Complex Make-Ready or based on insufficient capacity or for reasons of safety, reliability and generally applicable engineering purpose, Licensor shall inform Licensee that the Exhibit ~~B-A-1~~ Application is denied together with an explanation detailing why the Exhibit ~~B-A-1~~ Application is denied. Upon Licensor's approval of an Exhibit ~~B-A-1~~ Application, Licensee will be considered to have been granted a License and may attach to Licensor's Pole(s) in accordance with the terms and conditions of this ~~Agreement-Tariff~~.

~~B.~~ All expenses incurred by Licensor in reviewing Licensee's Application for Pole License shall be borne by Licensee even if such request is denied by Licensor.

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**POLE AND ANCHOR ATTACHMENT TARIFF**

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.3 Service Agreement (Cont'd.)~~

~~9. ATTACHMENT REQUEST AND LICENSE PROCESS FOR SIMPLE MAKE-READY~~

C. Make-Ready Process For Simple-Make-Ready. Licensee will be responsible for coordinating with an Approved Contractor to attach to Licensor’s Pole(s). Licensee will be responsible for moving all existing Licensor Attachments, as may be necessary, to place Licensee’s Attachments upon Licensor’s Poles. Licensee will be responsible for all costs incurred by the Approved Contractor to place Licensee’s Attachments and move any existing Attachments on Licensor’s Poles. Licensee shall notify in writing, all known other users that may be affected by the make-ready required for Licensee’s Attachments. The notice shall: (i) specify the location and type of make-ready to be performed; (ii) state Licensee will perform Simple Make-Ready within a set date for completion of all make-ready, which will be no sooner than sixty (60) days after Licensee’s notice to other users; and (iii) state that any entity with an existing attachment may make arrangements with Licensee to move such existing attachments upon terms agreeable to the parties. To the extent necessary, Licensee shall make arrangements with other users regarding reimbursement for any expenses incurred by other users in transferring or rearranging other users' facilities to accommodate the attachment or placement of Licensee's Attachments to or in Licensor's Poles. To the extent necessary, Licensee shall be solely responsible for negotiating with existing attachers concerning Simple Make-Ready relating to such other existing Attachments located on, within or in Licensor’s Poles and shall be responsible for paying all charges incurred in transferring or rearranging existing Attachments to accommodate the placement of Licensee’s Attachment on, within or in Licensor’s Poles other than charges associated with fixing violations of existing attachers. Licensee shall not be authorized to move the attachments of a third party without first obtaining their consent. All Simple Make-Ready work shall be performed in accordance with Licensor's specifications attached to this Agreement Tariff as Exhibit GB and in accordance with the same standards and practices followed by Licensor or Licensor's contractors. ~~Authorized Contractors used by Licensee shall not conduct such work in any manner which degrades the integrity of Licensor's structures or interferes with any existing use of Licensor's facilities or the facilities of any other user. Once Simple Make-Ready is completed by an Authorized Contractor, Licensee shall notify Licensor. Licensee shall maintain a copy of all Applications for Pole Licenses and approved Licenses. Licensor may provide upon request copies of the same to the extent available and Licensee shall reimburse Licensor for its costs in preparing and sending requested copies.~~

(N)



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## POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC ————— P.S.C. KY No. 7

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~~1.—~~

### ~~S1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

#### ~~1.3 Service Agreement (Cont'd.)~~

#### ~~10. AUTHORITY FOR PLACEMENT OF ATTACHMENT TERMS~~

~~Before any placement of Attachments~~

### S1.5 Application for Permission to Install with Simple Make-Ready (Cont'd)

C. Authorized Contractors used by Licensee, regardless of whether a License may have been issued, Licensee represents and warrants that it has the authority to maintain Attachments within public rights of way, or on private rights of way or on private property, and shall upon request provide a copy of documentation evidencing not conduct such right to work in any manner which degrades the integrity of Licensor's structures or interferes with any existing use of Licensor's facilities or the facilities of any other user. Once Simple Make-Ready is completed by an Authorized Contractor, Licensee shall notify Licensor. Licensee shall be solely responsible for obtaining maintain a copy of all licenses, easements, authorizations, permits Applications for Pole Licenses and approved Licenses. Licensor may provide upon request copies of the same to the extent available and Licensee shall reimburse Licensor for its costs in preparing and consents from federal, state sending requested copies.

### S1.6 Installation and Maintenance of Equipment

The exact location of the Licensee's attachments on poles shall be determined by the Licensor in its sole discretion after a joint survey to be made, at such times as shall be mutually agreed upon, by representatives of the Licensor and the Licensee. The Licensor may make periodic inspections as conditions may warrant. Such inspections shall not operate to relieve the Licensee of any responsibility, obligation, or liability assumed under this tariff. When substandard installations are found which are created by the Licensee, the Licensor shall give notice of such to the Licensee, and the Licensee shall remedy such conditions within a reasonable time. In the event the Licensee fails to remedy the condition within the agreed upon time, the Licensor may act to remedy it with the cost of such to be paid by the Licensee.

Whenever Equipment is to be installed, rearranged or removed on or from Licensor poles, such work will normally be performed by the Licensee at its expense. In such cases a Licensor representative may be required to observe the work, at the expense of the Licensee. Where consented to by the Licensor, the Licensee may elect to have such installation, rearrangement or removal performed by the Licensor; however, the Licensee will furnish all materials and equipment and will reimburse the Licensor for its costs in performing the work activity.

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ted on Licensor poles by rearranging or changing the Licensor 's facilities, the Licensee shall pay the Lic  
**POLE AND ANCHOR ATTACHMENT TARIFF** such rearrangements or changes. Strengthening of poles (guying) required to accommodate the attachments of the Licensee and the bonding of the Licensee 's strand to that of the Licensor shall be performed by the Licensee at its sole risk and expense. Such work may be performed by the Licensor when reasonable cause therefore exists, and the Licensee shall pay the Licensor in advance the cost of all such work.

Original ~~local authorities or private land owners~~ Page 10

**S1. POLE ATTACHMENT TERMS**

**S1.6 Installation and Maintenance of Equipment (Cont'd)**

After initial attachment, when the Licensor subsequently requires a change in its poles, attachments thereto or its conduit system for reasons unrelated to Licensee operations, the Licensee shall be given reasonable notice of the changes required and sufficient time to accomplish the LICENSEE related change. If the Licensee is unable or unwilling to meet the Licensor 's time schedule for changes in attachments, the Licensor may do the work and charge the Licensee its reasonable costs for performing the change of Equipment. In cases of emergency, the Licensor may, at the Licensee's expense, arrange to relocate or replace the facilities attached to Licensor poles by the Licensee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal, or relocation of said poles, the facilities thereon or the equipment which may be placed thereon.

All required maintenance of Equipment shall be performed by the Licensee. No entry shall be made into any facility housing without the prior written permission of the Licensor. The Licensor reserves the right to require the presence of its representative at the time of any such entry, with the cost thereof to be reimbursed by the Licensee. An estimate of such cost shall be furnished at the time the Licensor gives its written permission for entry.

All tree trimming required on account of Licensee equipment shall be done by the Licensee at its sole risk and expense and in a manner satisfactory to the Licensor.

The Licensee shall, at its sole risk and expense, maintain all of its equipment on Licensor poles in safe condition and in thorough repair.

Nothing herein contained shall give to the Licensee the right to place a crossarm on any Licensor pole. If a crossarm is required to accommodate the facilities of the Licensee, the Licensee shall state the reasons in its application for attachment.

Written consent of the Licensor must be obtained by the Licensee prior to any additions to, or changes in the location of its attachments on poles, except in cases of emergency when oral permission has been obtained from the Licensor and subsequently confirmed in writing.

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**S1.6**  
**Installation and Maintenance of Equipment (Cont'd)**

~~he Licensee should require the location of its equipment upon any public thoroughfare or other public **POLE AND ANCHOR ATTACHMENT TARIFF** business and the Licensor does not have pole facilities so located to fulfill Licensee requirements and has no immediate need for such for the Licensor's own use, the Licensor will notify the Licensee whether the Licensor is willing to place such pole facilities. Special rates shall be agreed to by the Licensee prior to the Licensor's placement of such pole facilities, and the rates specified herein shall not apply. The special rates shall be based upon the total use of the pole facilities by the Licensee. In the event such pole facilities are subsequently used by the Licensor for the provision of its other services, the special rates shall no longer apply, and the rates specified in this tariff shall apply.~~

~~Whenever, pursuant to this tariff, the Licensee shall be required to remove its equipment from any pole, such removal shall be made within a reasonable time unless safety considerations require immediate action. Upon failure of the Licensee to remove such equipment, the Licensor may make the removal and charge the Licensee all associated costs.~~

~~The Licensee shall not interset poles or locate guys or other facilities in pole lines of the Licensor, except where the Licensee has appropriate right-of-way and such will not inhibit access to poles and facilities of the Licensor or cause a safety hazard.~~

~~a- Licensee's main line Attachments shall be tagged at maximum intervals of 300 feet so as to identify Licensee as the owner of the Attachment. Licensee shall place fiber wrap/ID at the specific Licensor and maintain Attachments on Licensor's Poles attaching point and at any aerial span splice location and/or slack loop. The tags shall be of sufficient size and lettering so as to be easily read from ground level.~~

### S1.7 Rights of Way and Legal Authority

~~Upon application for attachment, the Licensee shall submit evidence satisfactory to the Licensor of its authority to erect and maintain its equipment within public streets, highways, and other thoroughfares and shall secure any necessary franchise, license, permit, consent, easement or rights-of-way from Federal, State or municipal authorities or owners of property now or hereafter required to construct and maintain such equipment at the location of facilities of the Licensor which it desires to use. In the event any such franchise, license, permit, consent, easement or rights-of-way is revoked or is thereafter denied to the Licensee for any reason, permission to attach to Licensor poles so affected shall immediately terminate, the Licensee shall forthwith remove its equipment from Licensor facilities.~~

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## S1. POLE ATTACHMENT TERMS

### S1.7 Rights of Way and Legal Authority (cont'd)

~~b-~~ Licensor and Licensee agree that neither party has the right to restrict or interfere with the other party's lawful access to and use of public right-of-way, including public right-of-way, which pass over property owned by either party. Except as otherwise specifically provided in the ~~Agreement~~ Tariff, Licensor and Licensee shall each be responsible for obtaining their own right-of-way and permission to use real or personal property owned or controlled by any governmental body or private entity or person.

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r cessation of the use of any pole has been requested or directed by Federal, State or municipal authorities, or ~~POLE AND ANCHOR ATTACHMENT TARIFF~~ such pole shall immediately terminate and the Licensee shall forthwith remove its equipment therefrom.

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### S1.8 Failure to Place Attachments

~~€.~~ Once Licensee has been issued a License, Licensee shall have ninety (90) calendar days from the date of the License was issued to begin the placement of its Attachments on the Licensor Poles covered by the License. If Licensee has not begun placing its Attachments within the ninety (90) day period, Licensee shall so advise Licensor with a written explanation and notice for the delay. If Licensee fails to advise Licensor of its delay by notice thereof or if Licensee fails to act in good faith by not making a bona fide effort to begin placing its Attachments within the ninety (90) calendar days prescribed by this License, without incurring any liability, remove Attachments of Licensee from Licensor's Poles, at Licensee's sole expense where in Licensor's sole judgment such removal is required in connection with section, the performance of Licensor's service obligation or the safety of Licensor's employees. Whenever such removal has been made, Licensee will be notified. License

### ~~11. CONSTRUCTION AND MAINTENANCE~~

~~a.~~ Licensee's Attachments shall be placed automatically rescinded by Licensor and maintained in accordance with the following:

- ~~1.~~ any deemed null and all Licensor requirements void, and specifications of Licensor, and
- ~~2.~~ the terms and conditions of this Agreement, and
- ~~3.~~ the National Electric Safety Code (most recent edition), and
- ~~4.~~ the National Electric Code (most recent edition), and
- ~~5.~~ in compliance with any other rules or orders now in effect or that may hereafter be issued by any state utility commission or other authority (state, federal, local) having jurisdiction over including but not limited to Poles, rights-of-way, and Hazardous Materials.

~~Each of Section 11(a)(1-5) is incorporated by reference and made a part of this Agreement, and in the event of a conflict or difference between any of these specifications and requirements, the more stringent will apply. Licensee agrees to rearrange its Attachments, within a commercially reasonable timeframe, in accordance with changes in the standards referenced herein in this Section 11(a) of this Agreement, or if required by law.~~

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**POLE AND ANCHOR ATTACHMENT TARIFF**

~~Windstream Kentucky West, LLC~~

~~P.S.C. KY No. 7~~

~~Original Sheet 33~~

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.3 Service Agreement (Cont'd.)~~

**S1.9 Overlashing**

~~11. CONSTRUCTION AND MAINTENANCE (Cont'd.)~~

~~d. Licensee shall not authorize any person or entity acting on Licensee's behalf ("Licensee Contractor") to perform any work on, within or in Licensor's Poles without first verifying, to the extent practicable, on each date when such work is to be performed and, that the condition of the Poles is suitable for the work to be performed. If Licensee or Licensee Contractor determines that the condition of the Poles is not suitable for the work to be performed, Licensee shall notify Licensor of the condition of the Poles in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.~~

~~e. Licensee shall be solely responsible for paying all persons and entities that provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's Attachments and for directing the activities of all Licensee Contractors while they are physically present on, within or in the vicinity of Licensor's Poles. Licensee shall not permit any mechanic's lien, material man's lien, or any other lien, claim or security interest to attach to or encumber any of Licensor's real or personal property at any time.~~

~~f. Licensee's main line Attachments shall be tagged at maximum intervals of 300 feet so as to identify Licensee as the owner of the Attachment. Licensee shall place fiber wrap/ID at the specific Licensor Poles attaching point and at any aerial span splice location and/or slack loop. The tags shall be of sufficient size and lettering so as to be easily read from ground level.~~

**12. OVERLASHING**

~~a. Licensee may, upon notice to Licensor, overlash its own existing authorized Attachment and this does not constitute a separate Attachment, as it relates to the billing of Pole Attachment Fees, unless multiple/separate Attachment points are physically made at the Poles itself outside of the scope of a single Attachment. Such notice shall be in the form of an Exhibit B Application for Pole License, and any additional Attachments being installed on Poles, regardless of it being an overlash of existing Attachment or as a new Attachment, will require an engineering analysis to determine if the additional loading negatively impacts the Poles capacity. Any additional load which causes the Pole to exceed its rated capacity or no longer provides for ample ground clearance of the Attachments or other facilities will necessitate the need for the Licensee to pay any and all Make Ready Work necessary. Each overlashed strand shall not exceed a 2" maximum diameter.~~

~~b. A Application for Pole License. In no event shall Licensee allow a third party to overlash to Licensee's Attachments without prior notice to and consent from Licensor. Any~~

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ariff with Licensor and obtain a license thereunder.

**POLE AND ANCHOR ATTACHMENT TARIFF**

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**POLE AND ANCHOR ATTACHMENT TARIFF**

Windstream Kentucky West, LLC ————— P.S.C. KY No. 7

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**S1. POLE AND ANCHOR ATTACHMENTS (Continued) ATTACHMENT TERMS**

~~1.3 Service Agreement (Cont'd.)~~

**13. MODIFICATIONS, ADDITIONS, REPLACEMENTS OR REARRANGEMENTS S1.9 Overlashing (cont'd)**

Licensee shall be responsible for its own equipment and shall ensure that it complies with reasonable safety, reliability, and engineering practices. If Licensee damages the pole or other existing attachment or such work causes safety or engineering standard violations, then the Licensee shall be responsible at its expense for any necessary repairs.

Licensee shall notify the Licensor within fifteen (15) days of completion of the overlash on a particular pole and Licensor will have at least ninety (90) days from receipt in which to inspect the overlash. Licensor will notify Licensee within fourteen (14) days after it completes the survey if there is any damage or code violations. Licensor will either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations; or Licensor will require Licensee to fix the damage or code violations at its expense within fourteen (14) days.

**S1.10 Modifications, Additions, Replacements or Rearrangements**

**S1.10.1 Notice of Proposed Changes**

**a.** Licensee shall not modify, overlash, add to, or replace Attachments on any Poles without first notifying Licensor in writing of the intended modification, addition or replacement at least thirty (30) days prior to the date the activity is scheduled to begin. The required notification shall include:

1. the date the activity is scheduled to begin including the Pole location and Pole number,
2. a description of the planned modification, addition, or replacement,
3. a representation that the modification, addition, or replacement will not require any space other than the space previously designated for Licensee’s Attachments, and

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~~Windstream Kentucky West, LLC~~

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~~Original Sheet 35~~

### ~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

#### ~~1.3 Service Agreement (Cont'd.)~~

### ~~13. MODIFICATIONS, ADDITIONS, REPLACEMENTS OR REARRANGEMENTS (Cont'd.)~~

#### S.1.10.4 Effects of Modifications, Additions, Replacements or Rearrangements

~~e.A.~~ When multiple applications, including those of Licensee, are received by Licensor with respect to any Poles which must be replaced or rearranged to provide additional space prior to commencement of the work on such Poles, Licensor's facilities may need to be transferred in which case Licensee shall pay for all costs for such transfers.

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### S1. POLE ATTACHMENT TERMS

#### S1.10 Modifications, Additions, Replacements or Rearrangements (cont'd)

##### S.1.10.4 Effects of Modifications, Additions, Replacements or Rearrangements (cont'd)

~~e.B.~~ In the event Licensor plans to modify or alter any Poles upon which Licensee has placed Attachments, Licensor, except in emergency situations, shall provide Licensee written notice of the proposed modification or alteration at least sixty (60) days prior to the time the proposed modification or alteration is scheduled to take place. Should Licensee decide to modify or alter Licensee's Attachments on Poles, Licensee shall so notify Licensor in writing at least thirty (30) days prior to the day the work is to begin. In such event, Licensee shall bear a proportionate share of the total costs incurred by Licensor to make Licensor Poles accessible.

~~f.C.~~ In the event it becomes necessary for Licensor, Licensor's subsidiary or affiliate or any other entity in which Licensor hold an interest, or another utility with whom Licensor has a prior ~~agreement~~ Tariff for pole attachments, to use the space on a Pole occupied or to be occupied by Licensee's Attachments, Licensee shall, upon receipt of sixty (60) days notice, either vacate the space by removing its Attachments at its own expense or if Licensor decides to replace the Pole with a larger pole that can accommodate Licensee's Attachments, bear the expense of such replacement and transfer its Attachments to the new pole.

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**POLE AND ANCHOR ATTACHMENT TARIFF**

A. Windstream Kentucky West, LLC ————— P.S.C. KY No. 7-Licensor shall have the right, but not the obligation, to make a post construction inspection and periodic inspections at any time of any part of Licensee’s Attachments on Poles and any other associated facilities for the limited purpose of determining whether Licensee’s Attachments are in compliance with the terms of this Tariff and any Licenses issued hereunder and in the case of Simple Make-Ready, whether Licensor’s Attachments were moved in compliance with the Simple Make-Ready specifications attached to this Tariff as Exhibit B, incorporated herein, and in accordance with the same standards and practices followed by Licensor or Licensor’s Contractors.

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S1. POLE AND ANCHOR ATTACHMENTS (Continued) ATTACHMENT TERMS

S1.12  
Emergency  
Restoration

S1.11 Inspections and Inventories (cont’d)

A. Such inspections shall be conducted at Licensor’s expense with the exception of (1) a post construction inspection, (2) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this Tariff; and (3) inspection of Licensee Facilities in compliance with a specific mandate of appropriate governmental authority, for which inspections the cost shall be borne solely by Licensee. Licensee will be responsible for all costs associated with bringing any of Licensor’s Attachments that were moved by Licensee into compliance if they are found to be out of compliance with the Simple Make-Ready specifications attached to this Tariff as Exhibit B or with the standards and practices followed by Licensor or Licensor's contractors

B. Inventories. Upon written notice to Licensee, the total number and location of Licensee’s Attachments on Licensor’s Poles may be determined, at Licensor’s discretion, through a survey which may be made not more than once per calendar year by Licensor. If so requested, Licensee and /or any other entity owning or jointly using the Poles with Licensor may participate in the survey. The costs incurred by Licensor to conduct the survey shall be reimbursed to Licensor by Licensee upon demand by Licensor regardless of whether or not Licensee participates in the survey. If the Attachments of more than one licensee are surveyed, each such licensee shall contribute a proportionate share of the costs reimbursed to Licensor.

No Duty to Licensee. Neither the act of inspection or survey by Licensor of Licensee’s Attachments nor any failure to inspect such Attachments shall operate to impose on Licensor any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this ~~1.3 Service Agreement (Cont’d)~~

C. ~~14. EMERGENCY RESTORATION~~ Tariff, any License issued hereunder, or applicable law, or to any third-party contractor, Licensee Contractor, or otherwise.

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restoration procedures may be affected by the presence of Licensee's Attachments. While Licensor shall ~~POLE AND ANCHOR ATTACHMENT TARIFF~~ damaged Attachments, Licensor shall nonetheless control access to its Poles if the restoration is to be achieved in an orderly fashion.

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## S1. POLE ATTACHMENT TERMS

### S1.12 Emergency Restoration (cont'd)

~~b~~. Where Licensor and Licensee are involved in emergency restorations, access to Licensor's Poles will be controlled by Licensor according to the following guidelines.

1. Service Disruptions/Outages

~~a~~a. While exercising its right to first access, Licensor shall make all reasonable efforts to grant access to as many other entities with attachments as is reasonably safe.

~~b~~b. Where simultaneous access is not possible, Licensor will grant access on first come, first served basis.

2. Service Affecting Emergencies

~~a~~a. While exercising its right to first access, Licensor shall make all reasonable efforts to grant access to as many other entities with attachments as is reasonably safe.

~~b~~b. Where Licensor is unable to grant simultaneous access to all other entities with attachments, access will be granted according to the level of damage to the attachments of each entity and the likelihood that a given level of damage will result in service disruption. Where the likelihood that a service disruption will result is not clearly discernible, access will be on a first come, first served basis.

~~c~~. Without limiting any other indemnification or hold harmless provisions of ~~this Agreement~~these terms, Licensee agrees that any decision by Licensor regarding access to its Attachments, or any action or failure to act by Licensor, under this section shall not be the basis for any claim by Licensee against Licensor for any damage to Licensee's Attachments or disruption of Licensee's Services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee.

### S1.13 Limitations

No use, however extended, of the Licensor's poles under this tariff shall create or vest in the Licensee any ownership or property right in said poles. Nothing herein contained shall be construed to compel the Licensor to maintain any of its facilities for a period longer than that demanded by its other service requirements.

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its own negligence the Licensor shall not be liable for any interruption to the service of the Licensee or for damage to or loss of any equipment of the Licensee.

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## S1. POLE ATTACHMENT TERMS

### S1.13 Limitations (cont'd)

The Licensor reserves the right to provide pole attachment space to more than one Licensee and to make such space available to other entities. This tariff shall not limit the rights and privileges previously granted to others to use any poles covered by this tariff, and the privileges provided by this tariff shall at all times be subject to such previously granted rights.

Failure to enforce or insist upon compliance with any of the terms or conditions of this tariff 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 effect.

Attachments pursuant to this Tariff do NOT create any right for a Licensee to access or place facilities in the Licensor's central offices, conduit or to place wireless communication equipment on Poles. A separate Tariff is required for any access to the Licensor's facilities.

The Licensee shall not assign, transfer or sublet any rights to make pole attachments hereunder without the prior written consent of the Licensor; except that nothing contained herein shall be construed as depriving a Licensee of its property or the ability to dispose of its property in any manner it deems reasonable.

### S1.14 Payment of Bills

All bills for such charges for work performed by Licensor and the applicable attachment fees set forth in this Tariff shall be payable upon presentment to Licensee, and shall be deemed delinquent if not paid within thirty (30) days after the date of the invoice. All amounts not received on or before the payment due date indicated on the invoice shall be subject to interest from such date, to the date on which payment is received by Licensor, at a rate of one and one-half percent (1.5%) for each thirty (30) day period during which such amount remains unpaid. If the payment due date so indicated falls on a weekend, or on any Federal or State holiday, the payment due date shall be the next business day. Without any prejudice to its rights to collect interest, as provided above, Licensor may, in the event Licensee fails to, or refuses to pay any amounts on or before the payment due date indicated on the invoice, without any further notice to Licensee, suspend its own performance of any or all obligations arising under this tariff including but not limited to the obligation to issue any License, or process any Application therefore.

Upon termination or surrender of a License granted hereunder, no refund of any Pole Attachment Fees shall be made and License shall remain liable for all fees and charges set forth in this tariff until Licensee has removed its Attachments.

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## S1. POLE ATTACHMENT TERMS

S1.15 Issued by: Senior Regulatory Counsel  
Rates

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D. For recurring fees, the Licensor shall render billing to the Licensee on at least an annual basis. The Attachment Rate shall be based each year upon the number of Poles where licensor has issued a License as of the date of annual billing multiplied by the Attachment Rate set forth in Exhibit D.

For conduit usage, billing will occur from the date of Licensee installation or from the date that space is reserved for Licensee installation at an unspecified future time.

- B. All charges for pole maintenance, including emergency repairs and plant damage, field surveys, pole location/GIS mapping data information, inspections, engineering, replacement or rearrangements of Licensee's Attachments from Licensor's Poles and, without limitation, any other work performed for Licensee shall be based upon the full cost and expense, including reasonable overhead, incurred by Licensor or its representative for performing such work for Licensee to include, without limitation, costs to transfer or moving of Licensor facilities and removal of old Poles. The cost to Licensee shall be determined in accordance with the regular and customary methods used by Licensor in determining such costs.
- C. All other Attachment related inquiry, verification, application, administrative and miscellaneous rates, fees and charges shall be calculated and paid in accordance with Exhibit D and the terms of this tariff.

#### S1.16 Termination of Attachments

- A. If the Licensee shall fail to comply with any of the provisions of this tariff, including compliance with the specifications previously referred to, the maintenance of required insurance coverage and surety bond requirements, and the timely payment of any amounts due, and shall fail for thirty (30) days after written notice from the Licensor to correct such non-compliance, the Licensor, at its option, may terminate the Licensee's right to continue any or all use of poles provided under this tariff and may act to remove the Equipment at the Licensee's expense.

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### S1. POLE ATTACHMENT TERMS

#### S1.16 Termination of Attachments (cont'd)

- B. Upon notice from Licensor to Licensee that Licensor has been advised by a governmental authority or private property owners that the use of any Pole is not authorized and is objected to by such governmental authority or private property owner, as the case may be or that any Pole is to be removed, sold or otherwise disposed of, Licensee shall, Date of Issue: March 22, 2022  
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the affected portion of Licensor's Pole at Licensee's sole expense. If not so removed or shall make arrangements for the removal of its cable, equipment, and facilities from the affected portion of Licensor's Pole at Licensee's sole expense. If not so removed as stated on the Notice, Licensor shall have the

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t the cost and expense of Licensee and without any liability thereto.

**POLE AND ANCHOR ATTACHMENT TARIFF**

- C. Licensee may at any time remove its Attachments from any Pole of Licensor, but shall immediately give Licensor written notice of such removal and surrender of License in the form of a Notification of Surrender attached hereto as Exhibit C. If Licensee surrenders its License but fails to remove its Attachments from Licensor's Poles, Licensor shall have the right but not the obligation to remove Licensee's Attachments at Licensee's expense without any liability on the part of Licensor for damage or injury to Licensee's Attachments or interruption to Services. Licensee's obligations with regard to maintenance and fees continue until Attachments are removed from the Poles. In the event that Licensee's Attachments shall be removed from any Poles as provided by this Tariff, no Attachment shall again be made to such Poles unless Licensee shall have first complied with all of the provisions of this Tariff as though no Attachment had previously been made.
- D. Should Licensor under the terms and conditions of this Tariff remove Licensee's Attachments from Licensor's Poles, Licensor will deliver to Licensee the cable, equipment or facilities so removed upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due Licensor hereunder.

(N)



(N)

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## POLE AND ANCHOR ATTACHMENT TARIFF

~~Windstream Kentucky West, LLC~~

~~P.S.C. KY No. 7~~

~~Original Sheet 38~~

### ~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

#### ~~1.3 Service Agreement (Cont'd.)~~

#### ~~17. INSPECTIONS AND INVENTORIES (Cont'd.)~~

~~b.A. Inventories. Upon written notice to Licensee, the total number and location of Licensee's Attachments on Licensor's Poles may be determined, at Licensor's discretion, through a survey which may be made not more than once per calendar year by Licensor. If so requested, Licensee and/or any other entity owning or jointly using the Poles with Licensor may participate in the survey. The costs incurred by Licensor to conduct the survey shall be reimbursed to Licensor by Licensee upon demand by Licensor regardless of whether or not Licensee participates in the survey. If the Attachments of more than one licensee are surveyed, each such licensee shall contribute a proportionate share of the costs reimbursed to Licensor.~~

~~c. No Duty to Licensee. Neither the act of inspection or survey by Licensor of Licensee's Attachments nor any failure to inspect such Attachments shall operate to impose on Licensor any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Agreement, any License issued hereunder, or applicable law, or to any third party contractor, Licensee Contractor, or otherwise.~~

### ~~18. UNAUTHORIZED ATTACHMENTS~~

~~a.A. If any Licensee Attachment shall be found on Poles for which no License has been granted by Licensor pursuant to the terms of this AgreementTariff ("Unauthorized Attachment"), Licensor, without prejudice to its other rights or remedies under this AgreementTariff or otherwise, may:~~

~~1. impose charges as set forth herein, and~~

~~2. require Licensee to remove such Unauthorized Attachment or Licensor may remove such Unauthorized Attachment without liability and the expense of removal shall be borne by Licensee.~~

~~2.~~

~~b.B. For the purpose of determining the charges, Licensee shall pay an amount per Unauthorized Attachment equal to the Pole Attachment Fee that would have applied if Licensee had properly obtained a License based upon the then current Attachment Rate for the number of years the Unauthorized Attachment have existed (or, if that cannot be determined, the number of years since the most recent inventory or five (5) years, whichever is less), plus interest at a rate the greater of 1.5% per month or the maximum allowed by law. In addition, if the Unauthorized Attachment is discovered during a survey where Licensee declined to participate an additional fee of \$100 per Unauthorized Attachment shall be charged to Licensee. Licensee agrees and~~

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Attachment actual damages would be difficult to determine and the charges described herein are ~~POLE AND ANCHOR ATTACHMENT TARIFF~~ present a fair and reasonable estimate of the damages which may be incurred by Licensor for Unauthorized Attachments on Licensor's Poles including wear and tear, lost revenue, increased maintenance and repair costs for having to work on a Pole where the owner of a facility is unknown, and the risk of liability for safety violations that may be the result of an Unauthorized Attachment.

(N)



(N)

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## POLE AND ANCHOR ATTACHMENT TARIFF

~~Windstream Kentucky West, LLC~~

~~P.S.C. KY No. 7~~

~~Original Sheet 39~~

### ~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

#### ~~1.3 Service Agreement (Cont'd.)~~

### ~~18. UNAUTHORIZED ATTACHMENTS (Cont'd.)~~

~~e.C.~~ Any such charge as set forth in ~~Section 18(b) imposed this section~~ by Licensor shall be in addition to its rights to any other sums due and payable, including without limitation Make Ready Work costs, the actual costs of any audit or survey which established the existence of the Unauthorized Attachment and to any claims to said fees.

~~Original No act by Licensor with regard to any unauthorized use shall be deemed Page 22~~

### S1. POLE ATTACHMENT TERMS

#### S1.17 Unauthorized Attachments (cont'd)

~~D. No act by Licensor with regard to any unauthorized use shall be deemed as a ratification or the licensing of the unauthorized use, and if any License should subsequently be issued, after application and payment of all applicable fees therefore, said License shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Tariff or otherwise, and Licensee shall be subject to all liabilities, obligations and responsibilities of this Tariff in regard to said unauthorized use from its inception.~~

~~E. No act by Licensor with regard to any unauthorized use shall be deemed as a ratification or the licensing of the unauthorized use, and if any License should subsequently be issued, after application and payment of all applicable fees therefore, said License shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement Tariff or otherwise, and Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement Tariff in regard to said unauthorized use from its inception.~~

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t not limited to:

**POLE AND ANCHOR ATTACHMENT TARIFF**

1. an Attachment to Poles which is not identified in any License issued in accordance with this AgreementTariff;
2. an Attachment that occupies more space than that allocated to Licensee by Licensor in a License;
3. an Attachment that is not placed in accordance with the provisions of this AgreementTariff or the appropriate License issued pursuant to this AgreementTariff, unless Licensee can demonstrate to Licensor's reasonable satisfaction that said misplacement is not due to any act or omission of Licensee or Licensee's agents;
4. an addition or modification by Licensee to its pre-existing Attachment(s) that impairs the structural integrity of the involved Licensor Poles;
5. an Attachment that consists of facilities owned or controlled by, and for the use of a party other than Licensee that is overlashed to Licensee Attachments without approval by Licensor as required under this AgreementTariff.

(N)

(N)

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## POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC ————— P.S.C. KY No. 7

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### S1. POLE AND ANCHOR ATTACHMENTS (Continued) ATTACHMENT TERMS

~~1.3 Service Agreement (Cont'd.)~~

~~UNAUTHORIZED ATTACHMENTS (Cont'd.)~~

#### S1.17 Unauthorized Attachments (cont'd)

~~48.~~

~~f.G.~~ Once Licensor has notified Licensee of an Unauthorized Attachment. Licensee shall submit an Exhibit ~~BA~~ Application for Pole License to request an authorization for the Attachment. An Exhibit ~~BA~~ Application for Pole License submitted per this provision will be treated like any other Exhibit ~~BA~~ Application for Pole License subject to this ~~AgreementTariff~~. Licensee will be responsible for all fees associated with an Exhibit B Application for Pole License (as identified in this ~~AgreementTariff~~). If an Exhibit ~~BA~~ Application for Pole License is not received by Licensor within ten (10) days of Licensor's notice of an Unauthorized Attachment, Licensee has sixty (60) days from the date of the Unauthorized Attachment notification to vacate the Pole. If Licensee fails to remove Licensee's facilities within such sixty (60) day period, Licensor shall have the right to remove Licensee's facilities at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's facilities or disruption of Licensee's Services.

#### S1.18 Licensee Contractor Qualifications

The parties acknowledge that from time to time Licensee may use a Licensee Contractor to perform work for Licensee on, within or in Licensor's Poles. Licensee represents and warrants that any of its employees or Licensee Contractors shall not climb or work on any of Licensor's Poles, or work within Licensor's Right-Of-Way unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Poles and to perform the work safely.

Licensee assumes all risk of Licensee Contractors and agrees to indemnify, defend and hold harmless Licensor from all claims, losses, damages and liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees) associated thereto in accordance with the indemnification provision of this License Tariff.

When Licensee Contractors are working on, within or in the vicinity of any part of Licensor's Poles or Right-Of-Way, all such Licensee Contractors shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be

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implementing the specific steps required to protect persons and property at the site. Licensee will provide ~~POLE AND ANCHOR ATTACHMENT TARIFF~~ required to protect pedestrian and vehicular traffic, workers and property from danger. Licensee has sole responsibility for the safety of all its employees and Licensee Contractors, for the safety of bystanders, and for insuring that all operations conform to terms and conditions set forth in this Tariff. Licensor reserves the right to suspend Licensee's activities on, within or in the vicinity of Licensor's Poles or Right-Of-Way if, in Licensor's sole judgment, any hazardous condition arises due to the activity (including both acts and omissions) of any Licensee Contractor or Licensee employee, which suspension shall cease when the condition has been rectified.

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S1. POLE ATTACHMENT TERMS

S1.18 Licensee Contractor Qualifications (cont'd)

Licensee represents and warrants that all Licensee Contractors shall maintain the same insurance coverage and limits as are required of Licensee under this Tariff, and if not Licensee's insurance will provide such coverage.

Licensee acknowledges that all Licensee Contractors are not Licensor's employees or agents and Licensee assumes full responsibility for their actions or omissions to act. Licensee shall be solely responsible for the payment of compensation of Licensee's employees, contractors or agents assigned to perform work hereunder and such employees, contractors and agents shall be informed that they are not entitled to the provision of any Licensor benefits. Licensor shall not be responsible for payment of workman's compensation, disability benefits, and unemployment insurance or for withholding or paying employment related taxes for any employee of Licensee, but such responsibility shall be solely that of Licensee. In the event that any federal, state or local government agency, any court or any other applicable entity determines that the personnel provided by Licensee or any permitted Licensee Contractor are employees of Licensor for any purpose, Licensee agrees to indemnify, defend and save harmless Licensor from all liabilities, costs, and expenses (including, but not limited to, reasonable attorney fees) associated with such determination in accordance with the indemnification provision of this License Tariff.

Any work by Licensee Contractors on, within or in Licensor's Poles or Right-Of-Way shall be done only when specific authorization for such work has been obtained in writing in advance from Licensor pursuant to the terms and conditions of this Tariff. The parties agree that all work shall be performed according to existing industry standards and practices and the requirements and specifications set forth in this Tariff and any License issued hereunder.

S1.19  
Def  
ault

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n to other events of defaults defined anywhere else in this Tariff, any one of the following ~~POLE AND ANCHOR ATTACHMENT TARIFF~~ under this Tariff:

1. failure by Licensee to pay when due any fee or other sum required to be paid under the terms of this Tariff;
2. failure by either party to perform or observe any other term, condition, covenant, obligation, or provision of this Tariff and such default continues for a period of thirty (30) days after written notice thereof from the other party (provided that if such default is not curable within a thirty (30) day period, the period may be extended if the party substantially commences to cure such default and proceeds diligently thereafter to effect such cure);
3. the filing of any tax or lien against Poles because of any act or omission by Licensee which is not bonded or discharged within thirty (30) days of the date of notice to Licensee that such lien has been filed;
4. Licensee's voluntary or involuntary bankruptcy;
5. Licensee's use or maintenance of its Attachments in violation of any law or regulation, or in aid of any unlawful act or undertaking;
6. if any authorization which may be required of Licensee by any governmental or private authority for the placement, operation, or maintenance of Licensee's Attachments is denied or revoked.

B. In the event of a default and subject to any other applicable provision of this Tariff, the non- defaulting party, without any further notice to the defaulting party (except where expressly provided for below or required by applicable law), may do any one or more of the following:

1. perform on behalf and at the expense of the defaulting party, any obligation of the defaulting party under this Tariff which the defaulting party has failed to perform and of which the non-defaulting party shall have given the defaulting party notice, the cost of which performance shall be paid by the defaulting party to the non-defaulting party upon demand;

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## S1. POLE ATTACHMENT TERMS

### S1.19 Default (cont'd)

2. terminate this Tariff by giving sixty (60) days written notice of such termination to Licensee and remove Licensee's Attachments and store Licensee's facilities in a public warehouse or elsewhere at the expense of and for the account of Licensee without Licensor being deemed guilty of trespass or conversion, and without Licensee becoming liable for any loss or damages to Licensee occasioned thereby;

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on-defaulting party may have.

4.

**POLE AND ANCHOR ATTACHMENT TARIFF**

C. The defaulting party shall repay to the non-defaulting party upon demand any costs and expenses incurred by the non-defaulting party (including, without limitation, reasonable attorneys' fees) in successfully enforcing this Tariff.

D. Upon termination of this Tariff by the non-defaulting party, the defaulting party shall remain liable to the non-defaulting party for any and all fees, other payments and damages which may be due or sustained in accord with this Tariff prior to such termination, all reasonable costs, fees and expenses, including, without limitation, reasonable attorney' fees incurred by the non-defaulting party in pursuit of its remedies hereunder.

E. All rights and remedies of the non-defaulting party set forth in this Tariff shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both.

**S1.20 Notices**

49. Any and all notices to a party required or permitted under these terms shall be in writing and shall be: (a) delivered personally; (b) delivered by express overnight delivery service; (c) mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or (d) delivered by electronic mail; provided that a paper copy is also sent via methods (a), (b), or (c) of this Section. Notices will be deemed given as of the earliest of: the date of actual receipt; the next business day when sent via express overnight delivery service; five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or on the date set forth on the confirmation produced by the sent confirmation when sent prior to 5:00 p.m. in the recipient's time zone, but the next business day when delivered at 5:00 p.m. or later in the recipient's time zone. ~~COMPLIANCE WITH LAW, ASSUMPTION OF RISK, AND DISCLAIMER OF WARRANTIES~~

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**S1. POLE ATTACHMENT TERMS**

**S1.21 Compliance with Law, Assumption of Risk, and Disclaimer of Warranties**

~~a-A.~~ Notwithstanding anything to the contrary in this Agreement these terms, Licensee shall ensure that any and all activities it undertakes pursuant to ~~this Agreement these terms~~ shall comply with all applicable laws, including, without limitation, all applicable provisions of:

1. Workers' compensation laws

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, permits and approvals or any governmental authority relating to environmental  
materials and/or Occupational Safety and Health Act ("OSHA").

~~ROLE AND ANCHOR ATTACHMENT PART~~



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# POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC P.S.C. KY No. 7

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1

## ~~S1. POLE AND ANCHOR ATTACHMENTS (Continued)~~ ATTACHMENT TERMS

### ~~1.3 Service Agreement (Cont'd.)~~

### ~~20. LICENSEE CONTRACTOR QUALIFICATIONS~~

~~A. The parties acknowledge that from time to time Licensee may use a Licensee Contractor to perform work for Licensee on, within or in Licensor's Poles.~~

~~B. Licensee represents and warrants that any of its employees or Licensee Contractors shall not climb or work on any of Licensor's Poles, or work within Licensor's Right Of Way unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Poles and to perform the work safely.~~

~~C. Licensee assumes all risk of Licensee Contractors and agrees to indemnify, defend and hold harmless Licensor from all claims, losses, damages and liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees) associated thereto in accordance with the indemnification provision of this License Agreement.~~

~~D. When Licensee Contractors are working on, within or in the vicinity of any part of Licensor's Poles or Right Of Way, all such Licensee Contractors shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible at all times for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. Licensee has sole responsibility for the safety of all its employees and Licensee Contractors, for the safety of bystanders, and for insuring that all operations conform to terms and conditions set forth in this Agreement. Licensor reserves the right to suspend Licensee's activities on, within or in the vicinity of Licensor's Poles or Right Of Way if, in Licensor's sole judgment, any hazardous condition arises due to the activity (including both acts and emissions) of any Licensee Contractor or Licensee employee, which suspension shall cease when the condition has been rectified.~~

~~E. Licensee represents and warrants that all Licensee Contractors shall maintain the same insurance coverage and limits as are required of Licensee under this Agreement, and if not Licensee's insurance will provide such coverage.~~

(N)

(N)

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## POLE AND ANCHOR ATTACHMENT TARIFF

~~Windstream Kentucky West, LLC~~

~~P.S.C. KY No. 7~~

~~Original Sheet 43~~

### ~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

#### ~~1.3 Service Agreement (Cont'd.)~~

##### ~~20. LICENSEE CONTRACTOR QUALIFICATIONS (Cont'd.)~~

~~F. Licensee acknowledges that all Licensee Contractors are not Licensor's employees or agents and Licensee assumes full responsibility for their actions or omissions to act. Licensee shall be solely responsible for the payment of compensation of Licensee's employees, contractors or agents assigned to perform work hereunder and such employees, contractors and agents shall be informed that they are not entitled to the provision of any Licensor benefits. Licensor shall not be responsible for payment of workman's compensation, disability benefits, and unemployment insurance or for withholding or paying employment related taxes for any employee of Licensee, but such responsibility shall be solely that of Licensee. In the event that any federal, state or local government agency, any court or any other applicable entity determines that the personnel provided by Licensee or any permitted Licensee Contractor are employees of Licensor for any purpose, Licensee agrees to indemnify, defend and save harmless Licensor from all liabilities, costs, and expenses (including, but not limited to, reasonable attorney fees) associated with such determination in accordance with the indemnification provision of this License Agreement.~~

~~G. Any work by Licensee Contractors on, within or in Licensor's Poles or Right Of Way shall be done only when specific authorization for such work has been obtained in writing in advance from Licensor pursuant to the terms and conditions of this Agreement. The parties agree that all work shall be performed according to existing industry standards and practices and the requirements and specifications set forth in this Agreement and any License issued hereunder.~~

#### ~~21. DEFAULT~~

~~a. In addition to other events of defaults defined anywhere else in this Agreement, any one of the following shall be deemed the occurrence of a default under this Agreement:~~

~~1. failure by Licensee to pay when due any fee or other sum required to be paid under the terms of this Agreement;~~

~~2. failure by either party to perform or observe any other term, condition, covenant, obligation, or provision of this Agreement and such default continues for a period of thirty (30) days after written notice thereof from the other party (provided that if such default is not curable within a thirty (30) day period, the period may be extended if the party substantially commences to cure such default and proceeds diligently thereafter to effect such cure);~~

~~3.1 the filing of any tax or lien against Poles because of any act or omission by Licensee which is not bonded or discharged within thirty (30) days of the date of notice to Licensee that such lien has been filed;~~

~~4.1 Licensee's voluntary or involuntary bankruptcy;~~

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(N)

(N)







**POLE AND ANCHOR ATTACHMENT TARIFF**

Windstream Kentucky West, LLC \_\_\_\_\_ P.S.C. KY No. 7

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**S1. POLE AND ANCHOR ATTACHMENTS (Continued) ATTACHMENT TERMS**

~~1.3 Service Agreement (Cont'd.)~~

~~22. INDEMNIFICATION AND LIMITATION OF LIABILITY (Cont'd.)~~

~~Notwithstanding anything to the contrary in this Agreement, Licensee further~~

**S1.22 Indemnification and Limitation of Liability (cont'd)**

~~e.E.~~ e.E. Licensee shall indemnify and hold harmless Licensor, its agents, officers, employees, and assigns from and against any claims, liabilities, losses, damages, fines, penalties, and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the Licensor suffers or incurs because of:

1. any discharge of Hazardous Materials resulting from acts or omissions of Licensee, Licensee Contractors or Licensee's predecessor in interest;
2. acts or omissions of Licensee, its agents, employees, Licensees, or representatives in connection with any cleanup required by law, or
3. failure of Licensee or Licensee Contractors to comply with Environmental, Safety and Health \_\_\_\_\_ Laws.

~~f.F.~~ f.F. Licensee shall indemnify, protect, and hold harmless Licensor from and against any and all claims for libel and slander, copyright and/or patent infringement arising directly or indirectly by reason of installation of Licensee's Attachments pursuant to this Agreement Tariff.

~~g.G.~~ g.G. In the event of any claim, demand or litigation specified the indemnity provision, the party to be indemnified (the "Indemnified Party") shall give prompt notice to the other party (the "Indemnifying Party") of such claim, demand or litigation. The Indemnifying Party shall have sole control of the defense of any action or litigation on such a claim or demand (including the selection of appropriate counsel) and all negotiations for the settlement or compromise of the same, except that the Indemnifying Party may not make any non-monetary settlement or compromise without the Indemnified Party's consent, which consent shall not be unreasonably withheld. The Indemnified Party shall cooperate with the Indemnifying Party in the defense and/or settlement of any claim, demand or litigation. Nothing herein shall be deemed to

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~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.3 Service Agreement (Cont'd.)~~

~~S1.23-INSURANCE~~ Insurance

~~a.A.~~ Licensee shall obtain and maintain, in full force and effect at all times, during operations covered by this ~~AgreementTariff~~, such minimum insurance as will cover the obligations and liabilities of Licensee, its agents, and its employees which may arise from the operations under this ~~AgreementTariff~~. Insurance shall have limits of not less than Commercial General Liability policy of minimum limits of:

General Aggregate	\$ 2,000,000 per policy period
Products/Completed Operations Aggregate	\$ 2,000,000 per policy period
Personal Injury/Advertising	\$ 2,000,000 per occurrence
Each Occurrence	\$ 2,000,000 per occurrence
Fire Legal Liability	\$ 50,000 any one fire

~~B.~~ In addition to the insurance coverage required by this ~~AgreementTariff~~, the General Aggregate coverage provided by Licensee will be increased to \$4,000,000 per policy period if work is performed by an Approved Contractor pursuant to Section 9 of this ~~AgreementTariff~~.

~~b.C.~~ The policy will be endorsed to show the above aggregate limits applying to "each" job site or, as an alternative, the General Aggregate will be increased to \$4,000,000 per policy period. Policy will also specifically state the coverage applies to all operations conducted by the Licensee, its employees, or agents on behalf of Licensee or subsidiary.

Original Page 31

S1. POLE ATTACHMENT TERMS

S1.23 Insurance (cont'd)

~~e.D.~~ Where the performance of the work involves structural property, underground property, or blasting, Licensee's Commercial General Liability insurance policy shall

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lity arising from operations under this ~~Agreement~~Tariff for property damage:

1. arising out of collapse of, or structural injury to, any building or structure or
2. To underground facilities and utilities.

**POLE AND ANCHOR ATTACHMENT TARIFF**



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**POLE AND ANCHOR ATTACHMENT TARIFF**

~~Windstream Kentucky West, LLC~~

~~P.S.C. KY No. 7~~

~~Original Sheet 48~~

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

S1.23  
Ins  
urance  
(cont'd)

~~1.3 Service Agreement (Cont'd.)~~

~~23. INSURANCE (Cont'd.)~~

~~d.E.~~ Other general liability forms are acceptable in lieu of the Commercial General Liability Form however they are not to be used without written approval from Licensor.

- ~~1.~~ Business Automobile Liability policy with minimum limits of:
  - ~~i.~~ Bodily Injury \$2,000,000 per accident
  - Property Damage \$ 2,000,000 per accident
  - OR
  - Combined Single Limit \$ 2,000,000 per accident

The policy will be issued using symbol "1 - any auto" coverage.

~~ii.2.~~ Workers Compensation:

Part 1 - Medical Benefits            Statutory

Part 2 - Employer's Liability as indicated:

- Bodily Injury by Accident    \$ 1,000,000 each accident
- Bodily Injury by Disease    \$ 1,000,000 each employee
- Bodily Injury by Disease    \$ 1,000,000 policy limit

~~e.F.~~ The policy will show the state in which operation on behalf of the Licensee and/or subsidiary is being conducted. For operations conducted within monopolistic (state fund) states, Licensee will furnish a certificate of compliance from the appropriate state fund administrator.

~~f.G.~~ In each and every policy except workers' compensation, Licensor and its subsidiaries shall be named an "additional insured" with respect to activities performed on behalf of the Licensee and its subsidiaries.

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**S1. POLE ATTACHMENT TERMS**

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~~POLE AND ANCHOR ATTACHMENT TARIFF~~

paragraph will be issued by an insurance company, licensed in the state in which operations on behalf of the Licensee are to be conducted. It is acceptable to use both primary and excess/umbrella policies to obtain necessary limits. The worker's compensation policy must contain a waiver of subrogation clause.

~~h.I.~~ Licensee will furnish to Licensor, a certificate evidencing insurance coverage under sub-paragraphs 23(a) and (d). Such certificate or Licensee shall provide for a thirty (30) day prior notice to the Licensor of any cancellation or material changes in coverage and shall be signed by a legal representative of the issuing insurance company. ~~The certificate of insurance shall be sent to Licensor's contact identified in Exhibit E.~~

~~i.J.~~ The provisions of sub-paragraphs 1.23(a) and (d) shall also apply to all Licensee Contractors and Licensee shall be responsible for their compliance herewith.

(N)



(N)

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**POLE AND ANCHOR ATTACHMENT TARIFF**

Windstream Kentucky West, LLC ————— P.S.C. KY No. 7

**S1.24 Surety**

The Licensee shall furnish a bond for each Licensee utilizing pole attachments under this tariff to guarantee the payment of any sum which may become due to the Licensor for rental, penalty, and make-ready charges and work performed by the Licensor, pursuant to this tariff, for the benefit of the Licensee or as a result of default or forfeiture by the Licensee. The amount of such bond shall be based upon the following:

1. For attachments to 500 poles or less, a bond of \$5,000 shall be furnished, except as provided in (4) below.
2. For attachments to poles in excess of 500, further surety in the amount of \$5,000 for each additional 500 poles, or any increment thereof, shall be furnished except as provided in (4) below.
3. After one year following the completion of construction of a Licensee system and its placement into operation, the Licensee may request that the required amount of bond be reduced. Upon the Licensor's receipt of satisfactory evidence that all mechanics, workmen and material men who furnished services, labor or materials in the construction of such Licensee system, and all taxing authorities, have been paid all amounts due them, the Licensor will reduce the amount of bond required to the following:
  - a. For attachments to 500 poles or less, a bond of \$2,000 shall be furnished.
  - b. For attachments to poles in excess of 500, further surety in the amount of \$2,000 for each 500 poles, or any increment thereof, shall be furnished.

**Original Sheet 50 Page 33**

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.3 Service Agreement (Cont'd.)  
DISPUTE RESOLUTION~~

**S1. POLE ATTACHMENT TERMS**

**S1.25 Dispute Resolution**  
~~26.~~

~~a.A.~~ Except in the case of:

1. a suit, action, or proceeding by one party to compel the other party to comply with its obligation to indemnify the other party pursuant to this ~~Agreement~~ Tariff, or
2. a suit, action or proceeding to compel either party to comply with the dispute resolution procedures set forth in this section, the parties agree to use the following

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ve any dispute, controversy, or claim arising out of or relating to this Agreement. ~~POLE AND ANCHOR ATTACHMENT TARIFF~~

The

~~b.~~**B.** At the written request of a party, each party shall designate a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute, controversy, or claim arising under this AgreementTariff. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The substance of the negotiations shall be left to the discretion of the representatives. Upon mutual agreementTariff, the representatives may utilize other alternative nonbinding dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence between the representatives for the purposes of these negotiations shall be treated as confidential, undertaken for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any subsequent proceeding without the concurrence of all parties. Documents identified in or provided during such negotiations, which are not prepared for purposes of the negotiations, shall not be so exempt and may, if otherwise admissible, be admitted as evidence in any subsequent proceeding.

~~c.~~**C.** If a resolution of the dispute, controversy or claim is not reached within ninety (90) days of the initial written request referred to in this Section 26S1.25, the dispute, controversy, or claim may be filed with the State utility commission or the Federal Communication Commission, if applicable, for review and determination, provided the party invoking the commission’s intervention process has in good faith negotiated, or attempted to negotiate, with the other party pursuant to this Section 26S1.25.

~~d.~~**D.** Except as otherwise provided in this AgreementTariff under the Indemnification or Default provision or elsewhere, each party shall bear its own costs, including attorneys’ fee, incurred in connection with any of the foregoing procedures. A party seeking discovery shall reimburse the responding party the cost of reproducing documents (to include search time and reproduction time costs).

~~27.~~ TAXES

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S1. POLE ATTACHMENT TERMS

S1.26 Abandonment

Nothing in these terms shall prevent or be construed to prevent Licensor from abandoning, selling, assigning, or otherwise disposing of any Poles. Licensor shall notify Licensee of any sale, assignment, or other disposition of any Poles or other Licensor property used for Licensee’s Attachments.

S1.27 Taxes

Date of Issue: ~~Each party shall~~ Each party shall pay all taxes and assessments lawfully levied on its own property and services subject to this AgreementTariff.  
Date Effective: March 31, 2022

~~S1.28~~ Protection Against Claims for Libel and Slander, Copyright, and Patent Infringement  
Issued by: ~~Senior Regulatory Counsel~~

By Authority of Order of the Public Service Commission

In Case No. \_\_\_\_\_ Dated: \_\_\_\_\_



**POLE AND ANCHOR ATTACHMENT TARIFF**

~~Windstream Kentucky West, LLC~~

~~P.S.C. KY No. 7~~

~~Original Sheet 51~~

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.3 Service Agreement (Cont'd.)~~

~~28. WAIVER~~

~~Licensee shall indemnify, protect, and hold harmless the Licensor from and against any and all claims for libel and slander, copyright and/or patent infringement arising by reason of attachment of Equipment to Licensor poles, pursuant to this tariff.~~

**S1.29 Waiver**

Failure by either party to enforce or insist upon compliance with any of the terms or conditions of this **AgreementTariff** 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.

~~29. NO THIRD PARTY BENEFICIARIES~~

~~Except as otherwise provided in this Agreement, this Agreement is intended to benefit only the parties and may be enforced solely by the parties, their successors in interest or permitted assigns. It is not intended to, and shall not, create rights, remedies or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the parties, except as provided herein.~~

~~30. FORCE MAJEURE~~

**S1.30 Force Majeure**

Neither party shall be liable for any delay or failure in performance of any part of this License **AgreementTariff** or License issued hereunder from any cause beyond its reasonable control and without its fault, omission or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, labor strikes, lockouts or work stoppages or severe weather ("Force Majeure Event"). In the event of a Force Majeure Event, upon giving prompt notice to the other party, the due date for performance by the affected party of its original obligation(s) shall be extended by a term equal to the time lost by reason of the Force Majeure Event. In the event that the affected party is able to partially perform its obligations, it shall perform its obligations at a performance level no less than that which it uses for its own operations.

~~31. ASSIGNMENT~~

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**S1.31 Assignment POLE AND ANCHOR ATTACHMENT TARIFF**

Licensee shall not assign; transfer or sublet the privileges hereby granted, or sell, lease or otherwise permit the use of its facilities on or any part thereof (all of the foregoing being "Transfers"), without prior consent in writing of Licensor. No such consent granted by Licensor shall be effective until Licensee's assignee, sublessee or other transferee has agreed, on an enforceable separate document signed and delivered to Licensor, to assume all obligations and liabilities of Licensee under this AgreementTariff. Licensor may condition such consent upon the assignee's sublessee's or transferee's agreementTariff to reasonable additional or modified terms or conditions. If there is a change of control of Licensee, then Licensor shall have the right, in its reasonable discretion, immediately to terminate this AgreementTariff in its entirety without further liability. Licensor may assign or otherwise transfer this AgreementTariff or any of its rights and interests to any firm, corporation or individual, without the prior consent of Licensee.

(N)



(N)

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By Authority of Order of the Public Service Commission

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**POLE AND ANCHOR ATTACHMENT TARIFF**

Windstream Kentucky West, LLC \_\_\_\_\_ P.S.C. KY No. 7 \_\_\_\_\_

**Original Sheet 53 Page 36**

1

**S1. POLE AND ANCHOR ATTACHMENTS (Continued) ATTACHMENT TERMS**

~~1.3 Service Agreement (Cont'd.)~~

~~34. ENTIRE AGREEMENT, MODIFICATIONS, SURVIVAL AND CONFLICTS AND TARIFFS (Cont'd.)~~

~~C. Notwithstanding the termination of this Agreement for any reason, Section 19 Compliance with Laws, Assumption of Risk and Disclaimer of Warranties, Section 22 Indemnification and Limitation of Liability, Section 23 Insurance, Section 25 Confidentiality and any other provision intended to survive, shall survive termination to the maximum extent permitted under applicable law. Notwithstanding any provisions to the contrary, all rights, remedies, or obligations which arose or accrued prior to the termination or expiration of the terms hereof shall survive and be fully enforceable for the applicable statute of limitations period.~~

~~D. It is the intent of the parties that the terms and conditions of this Agreement and any applicable Licensor's state tariffs be construed as being consistent where possible. However, in the event of a conflict or difference between the terms and conditions of this Agreement and Licensor's state tariff, the terms of the applicable state tariff shall control.~~

~~35. AUTHORITY AND COUNTERPARTS AND ELECTRONIC SIGNATURES~~

~~a. Each party represents and warrants that it is a corporation duly organized, validly existing and in~~

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good standing under the laws of the state in which the obligations under this License Agreement are to be performed. Each party warrants that it has full power and authority to

execute and deliver this License Agreement and to perform its obligations hereunder.

**POLE AND ANCHOR ATTACHMENT TARIFF**

~~b. This Agreement may be executed using facsimile or electronic signatures and such facsimile or electronic version of the Agreement shall have the same legally binding effect as an original paper version. This Agreement may be executed in counterparts, each of which shall be deemed an original.~~

(N)

~~LICENSOR \_\_\_\_\_ LICENSEE~~

~~(INSERT WINDSTREAM ENTITY) \_\_\_\_\_ (INSERT CATV/CLEC ENTITY)~~

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

(N)

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**POLE AND ANCHOR ATTACHMENT TARIFF**

~~Windstream Kentucky West, LLC~~

~~P.S.C. KY No. 7~~

~~Original Sheet 54~~

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.3 Service Agreement (Cont'd.)~~

EXHIBIT A

DEFINITIONS

~~“Application for Pole License” — A written request submitted in the form of Exhibit B or Exhibit B-1 from Licensee to Licensor requesting authorization to attach Licensee owned facilities to Poles in accordance with this Agreement.~~

~~“Approved Contractor” — a contractor approved by Licensor and listed on Exhibit F of this Agreement. Exhibit F may be amended from time to time upon the mutual agreement of Licensee and Licensor; provided however, such agreement shall not be unreasonably withheld or conditioned by Licensor and if Licensor has not objected to a contractor within ten (10) days of Licensee written request (which may be via email or other electronic means) for Licensor’s agreement to add the contractor, such contractor shall be deemed an “Approved Contractor” provided such contractor meets the Contractor Minimum Qualification Requirements set forth in 47 CRF 1.1412 (e) as amended by the Third Report and Order and Declaratory Ruling (FCC 18-111) released on August 3, 2018. However, Licensor reserves the right to remove any contractor from the list of Approved Contractors for violations of this Agreement or if Licensor reasonably determines that the contractor does not meet the Contractor Minimum Qualification Requirements.~~

~~“Attachment(s)” — any facilities, cables or equipment attached to Poles or any other property owned or controlled by Licensor.~~

~~“Effective Date” — is the date this Agreement is last signed by the parties.~~

~~“Complex Make Ready” — Make Ready Work that will: (a) require splicing, or (b) require that a new pole to be set, or (c) require work that is reasonably anticipated to lead to or cause a service outage for Licensor or any existing attacher, or (d) require relocation of existing wireless attachment; or (e) require any work above the communications space.~~

~~“Force Majeure Event” — shall have the meaning set forth in Section 30 of the Agreement.~~

(N)

(N)

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POLE AND ANCHOR ATTACHMENT TARIFF

~~Windstream Kentucky West, LLC~~

~~P.S.C. KY No. 7~~

~~Original Sheet 55~~

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.3 Service Agreement (Cont'd.)~~

~~“Hazardous Materials”~~

~~Any substance, material or waste now or hereafter defined or characterized as hazardous, toxic or dangerous as defined by the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”) of 1980, as amended, and other federal, state, and local health, safety, and environmental laws, ordinances, statutes, and rules, including but not limited to the Occupational Safety and Health Act (“OSHA”).~~

~~Any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, rules, ordinance, or authority.~~

~~Any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.~~

~~“License” is the specific nonexclusive and revocable permission from Licensor, in the form of a Licensor countersigned and returned Application for License, to Licensee authorizing Licensee to attach its facilities as applied for to Licensor Poles in accordance with this Agreement.~~

~~“Licensee Contractors” shall have the meaning set forth in Section 11(d) of the Agreement.~~

~~“Make Ready Estimate” is Licensor’s estimated cost to perform Make Ready Work on Licensor’s facilities on Poles to accommodate Licensee’s Attachment as requested in an Application for Pole License.~~

~~“Make Ready Work” all Licensor, joint owner or other existing attacher work to prepare Licensor’s Poles and related facilities for the requested Attachment of Licensee’s facilities but not the actual placement of Attachments or administrative activities related to inquiries, verifications, requests or applications.~~

(N)

(N)

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**POLE AND ANCHOR ATTACHMENT TARIFF**

~~Windstream Kentucky West, LLC~~

~~P.S.C. KY No. 7~~

~~Original Sheet 57~~

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.3 Service Agreement (Cont'd.)~~

EXHIBIT B

Exhibit A

**COMPLEX MAKE-READY APPLICATION (ENHANCED NON-OTMR)**

Name of Firm Applying

Address, City,  
ST, ZIP of  
Firm Applying

By this application & si  
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*NOTE: Final costs will b*

	Column 1	Co
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	Windstream Lead & Structure No. (Pole No.)	Power
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Date of Issue: March 22, 2022

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By Authority of Order of the Public Service Commission

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**POLE AND ANCHOR ATTACHMENT TARIFF**

~~Windstream Kentucky West, LLC~~ ~~P.S.C. KY No. 7~~

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.3 Service Agreement (Cont'd.)~~

(N)

EXHIBIT B-1

**S1. POLE ATTACHMENT TERMS**

**EXHIBIT B - WINDSTREAM COMMUNICATIONS**  
OTMR Application - Simple Make Ready

Name of Firm Applying: \_\_\_\_\_ Name, Phone # \_\_\_\_\_  
 Street Address, City, ST, ZIP of Firm Applying \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_  
 Authorized Signature & Date: \_\_\_\_\_

By this application & authorized signature, my firm is agreeing to pay all fees associated with this application, even if my firm chooses NOT to proceed with the project.

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11	Column 12
	Licensee to complete	Licensee to complete	Licensee to complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Windstream to Complete	Windstream to Complete	Additional Notes
	Windstream Lead & Structure No. (Pole No.)	Power Pole No.	Location: Street, City, Township, Zip Code	Height, Class, Ownership of Pole	Hgt of highest Tel Cable	Hgt of highest Tel Drop	Hgt of lowest Power Cable	Hgt of other attachmts on pole	# & type of Attachmts	Height Licensee to attach at	Bill for Rent Y or N	
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PLEASE ATTACH DRAWINGS AND POLE DATA SHEETS FOR EACH POLE LISTED TO THIS APPLICATION - IT WILL NOT BE PROCESSED WITHOUT THEM

Submit to: Windstream.JointUse@Windstream.com.  
 Windstream OSP Construction Manager/Engineer Authorized Signature & Date: \_\_\_\_\_

(N)

Date of Issue: March 22, 2022  
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**POLE AND ANCHOR ATTACHMENT TARIFF**

~~Windstream Kentucky West, LLC~~ ————— ~~P.S.C. KY No. 7~~

**EXHIBIT B - WINDSTREAM COMMUNICATIONS**  
OTMR Application - Simple Make Ready

Name of Firm Applying: \_\_\_\_\_ **Name, Phone #** \_\_\_\_\_

Street Address, City, ST, ZIP of Firm Applying \_\_\_\_\_ **EMAIL ADDRESS** \_\_\_\_\_

Authorized Signature & Date: \_\_\_\_\_

By this application & authorized signature, my firm is agreeing to pay all fees associated with this application, even if my firm chooses NOT to proceed with the project.

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11	Column 12
	Licensee to complete	Licensee to complete	Licensee to complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Windstream to Complete	Windstream to Complete	Additional Notes
	Windstream Lead & Structure No. (Pole No.)	Power Pole No.	Location: Street, City, Township, Zip Code	Height, Class, Ownership of Pole	Hgt of highest Tel Cable	Hgt of highest Tel Drop	Hgt of lowest Power Cable	Hgt of other attachmts on pole	# & type of Attachmts	Height Licensee to attach at	Bill for Rent Y or N	
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PLEASE ATTACH DRAWINGS AND POLE DATA SHEETS FOR EACH POLE LISTED TO THIS APPLICATION - IT WILL NOT BE PROCESSED WITHOUT THEM

Submit to: Windstream.JointUse@Windstream.com.

Windstream OSP Construction Manager/Engineer Authorized Signature & Date: \_\_\_\_\_

**Exhibit B**

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By Authority of Order of the Public Service Commission

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**POLE AND ANCHOR ATTACHMENT TARIFF**  
**CONSTRUCTION 1. POLE AND ANCHOR ATTACHMENTS (Continued)**

**1.3 Service Agreement (Cont'd.)**

**EXHIBIT C**

**REMOVAL NOTICE AND LICENSE SURRENDER FORM**

**NOTIFICATION OF SURRENDER**

Notification No. \_\_\_\_\_ Date: \_\_\_\_\_

City & State: \_\_\_\_\_

In accordance with the terms and conditions of the license agreement between us, dated \_\_\_\_\_, notice is hereby given that the License covering Attachments to the outside plant structures, as shown on the attached sketch, is surrendered.

Licensee: \_\_\_\_\_

Signature: \_\_\_\_\_

By (Print/Type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date Surrender Notice Received: \_\_\_\_\_

Licensor: \_\_\_\_\_

Signature: \_\_\_\_\_

By (Print/Type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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Issued by: Senior Regulatory Counsel

By Authority of Order of the Public Service Commission

In Case No. \_\_\_\_\_ Dated: \_\_\_\_\_

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**POLE AND ANCHOR ATTACHMENT TARIFF**

~~Windstream Kentucky West, LLC~~ ————— ~~P.S.C. KY No. 7~~ SPECIFICATIONS

**AERIAL CONSTRUCTION SPECIFICATIONS**

**Overhead and Dead-End guys**

- All guys shall be properly tensioned
- Maintain proper clearance
- Splicing of guys is not permitted
- All guys shall be bonded to the strand and MGN if present
- 3/8" Utility grade strand shall be used on all guys
- Guy guard to be placed on all down guys

**Pole Attachment – (raise-lower-transfer)**

- All pole-piercing holes will be 11/16"
- Minimum of 40" below power attachment
- No less than 12" separation between attachments
- No more than 1-1/2" or less than (2) full threads of bolt extending beyond the square nut
- Strand in a suspension clamp will always be below the through bolt
- Strand will be bonded to any other Windstream strand and grounded to the MGN
- If riser cables are to be adjusted refer to picture #3 – no kinks or sharp bends. Maintain proper bend radius.
- If spacers-bands – lashing wire termination is to be adjusted refer to pictures 5.1, 5.3, 5.4, 5.5, 5.6.
- 18' clearance over roadways must be maintained. IF EXISTING CLEARANCE IS 18' OR LESS ATTACHMENT(S) CANNOT BE LOWERED. This includes any 2-6 pr. service drops.
- Attachments over railroad crossings CANNOT be lowered without case-by-case approval from Windstream Engineering.
- Where transferring to a new pole and the old pole is completely vacated, the old pole must be removed.
- New poles involving power attachments cannot be attached to until power transfers are complete.

~~1.~~

**S1. POLE ATTACHMENT TERMS**

**Exhibit B**

**Original Sheet 60 Page 39**

**CONSTRU  
CTION  
SPECIFIC  
ATIONS  
(cont'd)**

Date of Issue: March 22, 2022

Date Effective: March 31, 2022

Issued by: Senior Regulatory Counsel

By Authority of Order of the Public Service Commission

In Case No. \_\_\_\_\_ Dated: \_\_\_\_\_

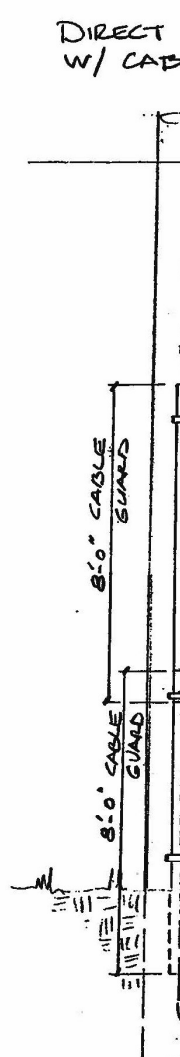


- Existing hardware may be reused if not damaged or deteriorated. Preform wraps and/or strand vises must NOT be reused.
- Work must be performed according to industry standards, OSHA, LFUCG, and Windstream regulations and safety requirements.
- If trimming is required, debris must be disposed of properly.

Materials to raise-lower -transfer

• 5/8" machine bolts	Hubbell power systems	8812, 8814, etc.
• 2 1/2" curved square washer	Hubbell	6822
• 5/8" square nut	Maclean senior industries	SI5365
• 3 bolt suspension clamp	Maclean	SI1740
• 3 bolt curved susp. clamp	Maclean	SI1755
• 5/8" support strap	Maclean	SI0088A
• 1/2" X 4" lag screw	Hubbell	508754
• 27" cable strap	Thomas and Betts	CSS270
• Cable support spacer	Thomas and Betts	TCP360
• D lashing wire clamp	Maclean	SI2175
• 5/8" guy hook	Maclean	SI4425
• 3/8" utility grade strand	National Strand products	U10M5000
• 3/8" short bail strand vise	Maclean	5102
• 3/8" strand wraps	Maclean	DES1107
• #6 bare copper ground wire	Superior Essex	1290504
• Split bolt connector	Maclean	SI2004
• Kuhl clamp	Maclean	SI2174

SUSPENSION STRAND AND COPPER CABLE CAN BE EXTREMELY HEAVY AND/OR UNDER EXTREME PRESSURE, ESPECIALLY IN CORNERS AND DEAD-ENDS. PROPER EQUIPMENT AND METHODS MUST BE USED TO PREVENT PERSONAL INJURY, PROPERTY DAMAGE AND SAFETY RISKS TO THE PUBLIC.



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S1. POLE ATTACHMENT TERMS

Exhibit B

CONSTRUCTION SPECIFICATIONS (cont'd)

Date of Issue: March 22, 2022

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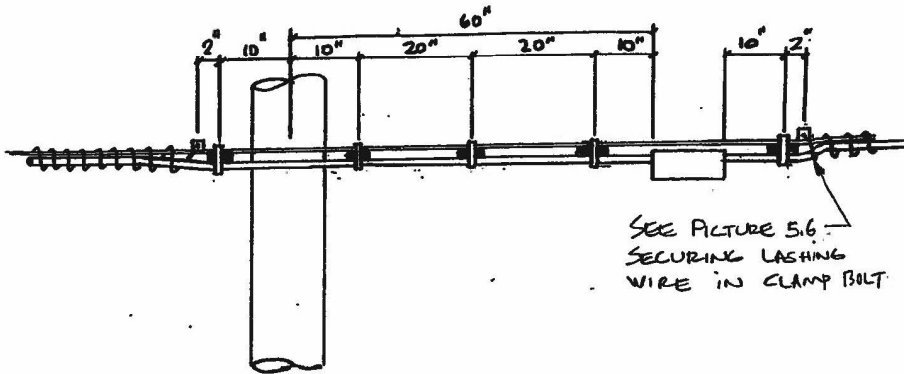
Original Page 40

**S1. POLE ATTACHMENT TERMS**  
**POLE AND ANCHOR ATTACHMENT TARIFF**  
**Exhibit B**

**CONSTRUCTION SPECIFICATIONS (cont'd)**

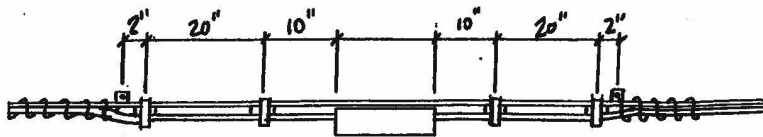
**PICTURE # 5.1**

**SPLICE CLOSURE - NO F.C. TERMINAL**



**PICTURE # 5.2**

**MIDSPAN SPLICE CLOSURE**



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**S1. POLE ATTACHMENT TERMS**

**Exhibit B**

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Original Page 42  
S1

POLE ATTACHMENT TERMS

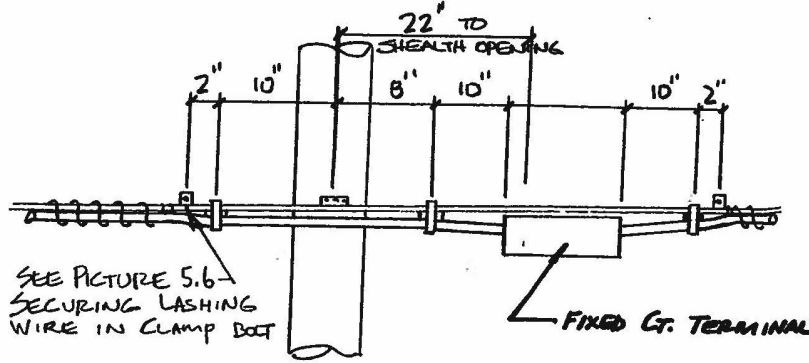
POLE AND ANCHOR ATTACHMENT TARIFF

Exhibit B

CONSTRUCTION SPECIFICATIONS (cont'd)

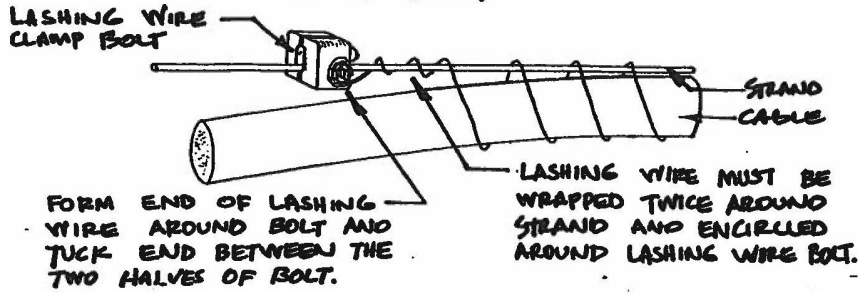
PICTURE 5.5

FIXED COUNT TERMINAL / SPLICE THROUGH CABLE



PICTURE 5.6

SECURING LASHING WIRE IN CLAMP BOLT



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S1. POLE ATTACHMENT TERMS

Exhibit C

Date of Issue: March 22, 2022

REMOVAL NOTICE AND ANCHOR ATTACHMENTS (Continued) LICENSE SURRENDER FORM

Date Effective: March 31, 2022

NOTIFICATION OF SURRENDER

Issued by: Senior Regulatory Counsel

By Authority of Order of the Public Service Commission

Date:

In Case No. \_\_\_\_\_ Dated: \_\_\_\_\_

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license Tariff between us, dated \_\_\_\_\_, notice is hereby given that the Pole and Anchor Attachments to the outside plant structures, as shown on the attached sketch, is surrendered.

CATV Rates

**Licensee:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**By (Print/Type):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date Surrender Notice Received:** \_\_\_\_\_

**Licensor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**By (Print/Type):** \_\_\_\_\_

**Title:** ~~1.3~~ Service Agreement (Cont'd.)

**EXHIBIT** \_\_\_\_\_

**Date:** \_\_\_\_\_

Pole Attachment  
s

Two-User Poles, per pole \$ 3.40

Three-User Poles, per pole \$ 2.75

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**S1. POLE ATTACHMENT TERMS**

**Exhibit D**

**SCHEDULE OF RATES, FEES AND CHARGES**

Annual Attachment Rate (1 foot of space per Attachment)\*\* \$ \_\_\_\_\_ One Time ~~Agreement~~ Tariff

Fee \$

400.00

Application for Pole License Fee \$ 125.00 per application

Removal Verification Fee \$ 15.00 per pole

Date of Issue: March 22, 2022 \$ Per Section 18 of the

~~Agreement~~ Tariff

Date Effective: March 31, 2022

Additional Field or Engineering Fees Issued by: Senior Regulatory Counsel \$ 75.00/hour

By Authority of Order of the Public Service Commission

In Case No. \_\_\_\_\_ Dated: \_\_\_\_\_

Anchor Attachments

Two-User Poles, per pole \$ 4.58

Three-User Poles, per pole \$ 3.05

**\*\* If Attachments are in a non-tariffed state, the rental**







**POLE AND ANCHOR ATTACHMENT TARIFF**

~~Windstream Kentucky West, LLC~~

~~P.S.C. KY No. 7~~

~~Original Sheet 63~~

~~1. POLE AND ANCHOR ATTACHMENTS (Continued)~~

~~1.3 Service Agreement (Cont'd.)~~

EXHIBIT F

APPROVED CONTRACTOR LIST

(N)  
+  
+  
+  
+  
(N)

Date of Issue: March 22, 2022

Date Effective: March 31, 2022

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By Authority of Order of the Public Service Commission

In Case No. \_\_\_\_\_ Dated: \_\_\_\_\_



**POLE AND ANCHOR ATTACHMENT TARIFF**

~~Windstream Kentucky West, LLC~~

~~P.S.C. KY No. 7~~

~~Original Sheet 64~~

Date of Issue: March 22, 2022

Date Effective: March 31, 2022

Issued by: Senior Regulatory Counsel

By Authority of Order of the Public Service Commission

In Case No. \_\_\_\_\_ Dated: \_\_\_\_\_

POLE ATTACHMENT TARIFF

WINDSTREAM KENTUCKY WEST, LLC

P.S.C. KY NO. 7

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1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

EXHIBIT G

SIMPLE MAKE-READY SPECIFICATIONS

Date of Issue: \_\_\_\_\_

Date Effective: \_\_\_\_\_

Issued By: \_\_\_\_\_

Title: \_\_\_\_\_

By Authority of Order of the Public Service Commission

In Case No. \_\_\_\_\_ Dated: \_\_\_\_\_

POLE ATTACHMENT TARIFF

WINDSTREAM KENTUCKY WEST, LLC

P.S.C. KY NO. 7

+  
+  
+

~~(N)~~

~~+(N)~~

Date of Issue: \_\_\_\_\_

Date Effective: \_\_\_\_\_

Issued By: \_\_\_\_\_

Title: \_\_\_\_\_

By Authority of Order of the Public Service Commission

In Case No. \_\_\_\_\_ Dated: \_\_\_\_\_