

KENTUCKY PUBLIC SERVICE COMMISSION

In the Matter of:)
)
)
ELECTRONIC INVESTIGATION OF THE) CASE NO. 2022-00108
PROPOSED POLE ATTACHMENT)
TARIFFS OF INCUMBENT LOCAL)
EXCHANGE CARRIERS)
)
)

**OBJECTIONS OF THE KENTUCKY BROADBAND AND
CABLE ASSOCIATION TO WINDSTREAM TARIFFS**

The Kentucky Broadband and Cable Association and its members¹ (“KBCA”) respectfully submit these objections to the tariffs of Windstream Kentucky East, LLC (“Windstream East”), and Windstream Kentucky West, LLC (“Windstream West”), which were filed after the deadline established by 807 KAR 5:015 Section 3(7) and in response to the PSC’s March 16, 2022, show cause order. Rather than file a traditional tariff, Windstream East and Windstream West filed pole attachment agreements. While the rules allow a pole owner to “incorporate a standard contract or license agreement for attachments,” its terms must be “consistent with the requirements of this administrative regulation and KRS Chapter 278.” 807 KAR 5:015, Section 3(2). As explained below, several provisions in Windstream East’s and Windstream West’s new tariffs are not consistent with 807 KAR 5:015, or are otherwise unreasonable.

As the Commission noted in its March 30, 2022, Order, KBCA did not originally file objections to the Windstream Kentucky tariffs because the tariffs were filed after the deadline for

¹ The KBCA’s members are Access Cable, Armstrong, C&W Cable, Charter Communications, Comcast, Inter Mountain Cable, Lycom Communications, Mediacom, Suddenlink, and TVS Cable. Kentucky Broadband & Cable Association, Our Members, *available at* <https://www.kybroadband.org/members>.

filing comments on the tariffs. Order at 2, FN. 4. KBCA respectfully requests the Commission to incorporate these objections into the record.

OBJECTIONS TO PROPOSED TARIFFS

Windstream Kentucky East, LLC

Objections To Terms That Violate 807 KAR 5:015

Terms That Violate 807 KAR 5:015	Citation
<p>Scope. KBCA objects to any limitation on the services it may provide, or any requirement that it provide evidence regarding the same. The services KBCA provides are regulated by the federal, state, or local governments, and may not be limited by any pole owner. Additionally, the Kentucky regulations provide for wireless and conduit access. In particular, KBCA objects to:</p> <ul style="list-style-type: none"> • Any limitation to “wireline” facilities. • Any limitation of jurisdiction, including any definition of “attachment” that excludes an attachment by a broadband internet provider. • Any limitation of service, including limitation to communications service, telecommunications service, or cable service. • The requirement that Licensee represent it is a “telecommunications carrier” or “cable television system,” or that “Licensee shall submit to Licensor a copy of its certification evidencing its status as either a regulated telecommunications carrier or cable television system provider, and until such documentation is provided to Licensor, Licensor shall not be obligated to enter in this Agreement.” KBCA further objects to Licensor’s purported “right to immediately terminate this Agreement and require Licensee to remove all of its facilities from Licensor’s Poles” if Licensee “no longer has the status as a ‘telecommunications carrier’ or ‘cable television system’ provider or the authority to offer these Services in the state where the Poles are located.” • The requirement that “Licensee must notify Licensor within thirty (30) days of the change in use if it shall begin to use any attachment for telecommunication Services and Licensor may adjust the Attachment Rate and Pole Attachment Fee as appropriate consistent with the applicable FCC formula for telecommunication providers.” 	<p>Original Pages 16-17 & 19-20 Sections 2 & 6</p>

<ul style="list-style-type: none"> Any reference to the “FCC formula for telecommunication providers.” There is no telecommunications formula in Kentucky. 	
<p>Requests To Attach. KBCA objects to any distinction or separate application process for simple and complex make ready work. There is no such distinction in 807 KAR 5:015.</p>	<p>Original Pages 22-25 Sections 8 and 9</p>
<p>Application Limitation. KBCA objects to any limitation on the number of poles for which it may submit an application, or the number of poles included in each application. 807 KAR 5:015 Section 4(7) plainly provides procedures and timelines for large orders.</p>	<p>Original Pages 22 & 24 Sections 8(a) and 9(a)</p>
<p>Complex Make Ready. Without waiving its objection above, KBCA further objects to the simple make ready process established by Windstream East because it does not comply with the procedure set forth in 807 KAR 5:015. In particular:</p> <ul style="list-style-type: none"> KBCA objects to the requirement that “Licensee shall submit payment in the amount of the Make- Ready Estimate together with the Application Fee and engineering survey costs to Licensor within fourteen (14) days of receipt of the Make-Ready Estimate and invoice for such amounts.” 	<p>Original Page 22-23, Section 8</p>
<p>Simple Make Ready. Without waiving its objection above, KBCA further objects to the simple make ready process established by Windstream East because it does not comply with the procedure set forth in 807 KAR 5:015. In particular:</p> <ul style="list-style-type: none"> KBCA objects to the requirement it bear responsibility for surveying Licensor’s poles, and send notice in advance of any such survey. See 807 KAR 5:015 Section 4(2)(b). KBCA objects to the requirement that “Licensee shall not be authorized to move the attachments of a third party without first obtaining their consent.” See 807 KAR 5:015 Section 4(10)(a). KBCA further objects the third party notice requirements of Section 9(C). 	<p>Original Pages 24-25 Section 9</p>
<p>Overlapping. KBCA objects to any requirement to provide more than “advance notice of planned overlapping,” as required by 807 KAR 5:015, Section 3(5). In particular, KBCA objects to any requirement to provide as part of its “notice” “an engineering analysis to determine if the additional loading negatively impacts the Poles capacity.” KBCA further objects to the requirements that “[e]ach overlashed strand shall not exceed a 2” maximum diameter.”</p> <p>KBCA further objects to the requirements of Sections 12 and 13 to the extent they impose burdens on an attacher beyond those set forth in 807 KAR 5:015, Section 3. In particular, KBCA objects to the application of Section 13 to overlapping, including the notification</p>	<p>Original Page 28 Section 12</p> <p>Original Page 29 Section 13</p>

<p>requirements of Section 13(a). KBCA incorporates additional objections to Section 13 referenced below.</p>	
<p>Approved Contractors. KBCA objects to the tariff’s definition of “approved contractor” and process for approving a contractor. Windstream East’s definition of an “approved contractor” references FCC rules that do not apply here. The tariff also provides that Windstream East will have 10 days to object to Licensee’s approved contractor, which conflicts with the process and timelines set forth in 807 KAR 5:015 Section 5. KBCA objects to any requirements regarding approved contractors beyond those specified by the Commission’s regulations.</p>	<p>Original Page 49 Exhibit A</p>
<p>Definitions. KBCA objects to the definitions established by Windstream East because they either conflict with the definitions set forth in 807 KAR 5:015 or are overbroad. In particular, KBCA objects to the definitions of “Attachment(s),” “Complex Make-Ready,” “Make-Ready Work,” and “Simple Make-Ready” because those terms are defined by 807 KAR 5:015 and therefore Windstream East’s definitions are superseded by the Commission’s definitions.</p> <p>KBCA objects to the definition of “Approved Contractor” as set forth above.</p> <p>KBCA objects to the definitions of “Application for Pole License” and “Licenses” to the extent the application or license conflicts with 807 KAR 5:015 or contains unreasonable terms or conditions.</p> <p>KBCA objects to the definition of “Effective Date” because the effective date will be the date the tariff goes into effect, not the date any agreement is signed by the parties.</p> <p>KBCA objects to the definitions of “Make Ready Estimate” and “Pole Attachment Fee” to the extent they includes fees that conflict with 807 KAR 5:015 or are otherwise unreasonable. KBCA further objects to the definition of “Pole Attachment Fee” to the extent it defines the fees as applying “to each foot of space occupied.”</p> <p>KBCA incorporates its objections below to “Unauthorized Attachment.”</p> <p>KBCA objects to the definitions of “Force Majeure Event,” “Hazardous Materials,” “Licensee Contractor,” “Overlapping,” “Pole,” and “Right-of-Way” as overbroad and/or unreasonable.</p>	<p>Original Page 49-51 Exhibit A</p>

Objections To Unreasonable Terms and Conditions

Unreasonable Terms and Conditions	Citation
<p>Changes To Terms, Conditions, Or Rates. KBCA objects to any requirement in any referenced “Agreement” that is not a part of its tariff. Any changes to the “rates, terms, and conditions” of the tariff “shall be in writing” and filed with the Commission in accordance with 807 KAR 5:015, Section 2. In particular, KBCA objects to the following requirement:</p> <ul style="list-style-type: none"> • The provision of Section 4(a) that states “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.” Any changes in a rate, term, or condition must be filed in a new tariff with the Commission. Changes must be just, reasonable, nondiscriminatory, and in accordance with law. • The provision of Section 4(c) that states, “[u]pon 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.” Licenses do not terminate without a default (KBCA’s objections regarding Windstream East’s default provisions are set forth below). • The provision of Section 6(a) that states, “[a]ll rates, charges and fees set forth in this Agreement and those shown in <u>Exhibit D</u> (Schedule of Rates, Fees, and Charges) shall be subject to and calculated in accordance with applicable law, and Licensor may in its sole discretion revise the rates, charges, and fees as set forth in <u>Exhibit D</u> upon 30 day notice to Licensee . . . The fees, rates and charges set forth in <u>Exhibit D</u> or elsewhere in this Agreement are effective during the term of this Agreement and subject to change as set forth herein.” Any changes in a rate, term, or condition must be filed in a new tariff with the Commission. Changes must be just, reasonable, nondiscriminatory, and in accordance with law. • The provision of Section 32 that states, “[t]his Agreement is based wholly on Licensor’s tariff and the terms of Licensor’s tariff shall control to the extent there is a conflict between the terms of this agreement and the terms of the Licensor’s tariff.” There is no separate tariff. This Agreement is the tariff. • The provision of Section 34(b) that states “[t]his Agreement may be amended or supplemented at any time 	<p>Original Page 18 Section 4</p> <p>Original Page 19 Section 6(a)</p> <p>Original Page 47 Section 32</p> <p>Original Page 47-48 Section 34</p>

<p>only upon written agreement by the parties hereto. Notwithstanding the foregoing, all Exhibits, fees, Licensor procedures and specifications may be modified by Licensor upon thirty (30) day notice to Licensee.” Any changes in a term or condition must be filed in a new tariff with the Commission. Changes must be just, reasonable, nondiscriminatory, and in accordance with law.</p> <ul style="list-style-type: none"> • The provision of Section 34(d) that states, “[i]t 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.” There is no tariff, other than this Agreement. 	
<p>Future Agreements. KBCA objects to the statement that its “rights . . . shall at all times be subject to any present or future joint use or joint ownership arrangement between Licensor and any other party,” including any implication that it must bear costs associated with adding additional attachers later. Access to Windstream East’s poles must proceed on a nondiscriminatory basis and Windstream East may not favor itself or other attachers over KBCA members.</p>	<p>Original Page 17 Section 2(E)</p>
<p>Termination Of Licenses. KBCA objects to the requirement that if “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 . . . Licensee shall immediately remove its cables, equipment, and facilities at once from the affected Pole.” This provision does not allow KBCA to challenge any assertion that the use of any Pole is not authorized. KBCA further objects to the extent this provision conflicts with 807 KAR 5:015 Section 6(1), which requires 60 days’ written notice prior to removal of facilities, termination, or modification of services.</p>	<p>Original Page 18 Section 5</p>
<p>Costs To Replace Poles That Are Not Red-Tagged. KBCA objects to any provision assigning the entire cost of replacing a pole that is not red-tagged to KBCA, including the requirement that “All charges for pole maintenance, including . . . removal of old Poles . . . shall be based upon the full cost and expense, including reasonable overhead . . . The cost to Licensee shall be determined in accordance with the regular and customary methods used by Licensor in determining such costs.”</p> <p>KBCA similarly objects to the statement in Section 13(f) that “if Licensor decides to replace the Pole with a larger pole that can accommodate Licensee’s Attachments, [Licensee shall] bear the</p>	<p>Original Page 20 Section 6</p> <p>Original Page 30 Section 13(f)</p>

<p>expense of such replacement and transfer its Attachments to the new pole.”</p> <p>KBCA should only pay its reasonable share of a pole replacement.</p>	
<p>Rates, Fees And Charges. KBCA objects to the extent the tariff does not specify its rates, fees and charges are just and reasonable (and to the extent its rates, fees and charges are not just and reasonable). In particular, the tariff must state the charges referenced in Sections 6(c) and 6(e) are just and reasonable.</p>	<p>Original Page 20 Section 6(c) & 6(e).</p>
<p>Unsupported And Unreasonable Costs. KBCA further objects to any requirement that it bear costs for damage, violations, or other issues it did not cause, that it bear unreasonable or unsupported costs, or that it bear costs not required by 807 KAR 5.015. In particular, it objects to the statement that “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.”</p> <p>KBCA also objects to the extent this broad provision conflicts with other provisions or objections regarding the payment for inspections, surveys, engineering, or other costs, including its objection that it be required to pay for inspections related to overlashng.</p>	<p>Original Page 20 Section 6</p>
<p>Disputed Amounts. KBCA objects to the requirement that “[w]ithout 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 thereto.” Among other issues, Licensor may not take any action related to any unpaid amounts that are disputed, or otherwise deny access for any billing dispute.</p>	<p>Original Page 20 Section 7(A)</p>
<p>Lien. KBCA objects to any lien Licensor purports to require or have on KBCA’s cable, equipment, or facilities. Licensor has no right to KBCA’s property.</p>	<p>Original Page 21 Section 7(C)</p>
<p>Construction And Maintenance. KBCA objects to the requirements of Section 11 to the extent they purport to require</p>	<p>Original Page 26 Section 11</p>

<p>KBCA to correct the preexisting violations of other attachers, or bear any expense to correct violations it did not cause.</p> <p>KBCA further objects to the requirement that “Licensee’s Attachments shall be placed and maintained in accordance with the following: (1) any and all Licensor requirements and specifications of Licensor.” KBCA does not know which “requirements and specifications” are incorporated here, and therefore cannot evaluate them for reasonableness.</p>	
<p>Overlashing. KBCA objects to a “field check” at “Licensee’s sole expense” to determine if the overlashing will require additional support equipment. KBCA further objects to submitting any application for overlashing, or paying any pole rent for overlashing.</p>	<p>Original Pages 28-29 Section 12 & 13</p>
<p>Modifications, Additions, Replacements Or Rearrangements. KBCA objects to the requirement that it 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” to the extent this provision conflicts with KAR 5:015, including the OTMR process at Section 4(10). KBCA further objects this provision as vague and unreasonable because modifications, replacements, etc. often occur as a result of another attacher’s actions, including pursuant to other attacher requests for access or the pole owner’s transfer notices.</p>	<p>Original Pages 29-30 Section 13(a) & (b)</p>
<p>Costs And Expenses Of Other Parties. KBCA objects to any provision requiring the Licensee to be held “responsible for all costs and expenses not paid by the other party” if both parties benefit from the expansion or purchase of an additional plant by Licensor. KBCA should only pay its reasonable share of costs and expenses, caused by its attachments. KBCA objects to “pay[ing] for all costs” to transfer Licensor’s attachments “[w]hen 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.” KBCA similarly objects to the requirement it “bear a proportionate share of the total costs incurred by Licensor to make Licensor Poles accessible” where “Licensor plans to modify or alter any Poles,” apparently for any reason. KBCA objects to any requirement it pay for actions it did not cause, including the transferring of facilities to benefit other attachers or the pole owner.</p> <p>KBCA also objects to the phrase “[s]hould Licensee request Licensor to expand capacity or purchase additional plant” in Section 13(c). The pole owner determines what make ready needs to be done. The new attacher does not instruct a pole owner to “purchase additional plant,” including a larger pole.</p>	<p>Original Pages 29-30 Section 13(c)-(e)</p>

<p>Reservation of Space. KBCA objects to the requirement it “vacate” a pole “[i]n 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 for pole attachments, to use the space on a Pole occupied or to be occupied by Licensee’s Attachments.” A pole owner has no right to force an attacher off a pole to which it is properly licensed for the benefit of any other party, including the pole owner.</p>	<p>Original Page 30 Section 13(f)</p>
<p>Inspections. KBCA objects to the “post construction and/or periodic inspection of Licensee Attachments” requirements because they apply Windstream East’s improper definition of “simple make ready.” KBCA objects to the extent they conflict with the make ready provisions of 807 KAR 5:015, including OTMR provisions.</p>	<p>Original Page 32 Section 17</p>
<p>Inventories. KBCA objects to inventories more frequent than once every five years. KBCA objects to any inventory for which it did not have at least 90 days written notice. Further, any inventory must include all attachers so the costs will be reasonably shared.</p>	<p>Original Page 33 Section 17</p>
<p>Sanction For Declining To Participate In An Inventory Survey. KBCA objects to the provision that “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.” In order for this penalty to apply, there must be a meaningful opportunity for the attaching party to participate in an audit.</p>	<p>Original Page 33 Section 18</p>
<p>Unauthorized Attachments. KBCA objects to the overbroad and unreasonable definition of unauthorized attachments, which includes “an Attachment that occupies more space than that allocated to Licensee;” “an Attachment that is not placed in accordance with the provisions of this Agreement”; “an addition or modification by Licensee to its pre-existing Attachment(s) that impairs the structural integrity of the involved Licensor Poles”; and “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.” Unauthorized attachments are those without a permit, if required.</p> <p>KBCA further objects to the requirement that it submit an application for attachments deemed unauthorized within 10 days. KBCA must have at least 60 days from the date the pole owner provides it with the results of the inventory to verify and contest any findings. Further, the pole owner must provide KBCA with a pole number which the alleged unauthorized attachments occupy for KBCA to submit an application for that pole.</p>	<p>Original Page 34 Section 18</p>
<p>Contractor Insurance Obligations. KBCA objects to any requirement that its contractors and subcontractors be required to carry the same insurance as KBCA, including the statement that</p>	<p>Original Page 37 Section 20</p>

<p>“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.” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.</p>	
<p>Contractor Qualifications. KBCA objects to the “specific authorization” requirements of Section 20(g) to the extent it requires KBCA to obtain any authorization beyond the pole attachment license.</p>	<p>Original Page 38 Section 20(g)</p>
<p>Default. KBCA objects to the definition of default, including the term that “failure by Licensee to pay when due any fee or other sum required to be paid under the terms of this Agreement” is a default of the agreement. A good faith dispute regarding any fee or other term or condition under this agreement is not a default.</p>	<p>Original Pages 38-39 Section 21</p> <p>Original Page 18 Section 4(b)</p>
<p>Indemnity & Liability. KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner, or that would allow a pole owner to escape liability for its own negligence (except in an emergency context, in which case the standard is gross negligence). This objection includes, but is not limited to, the following provisions:</p> <ul style="list-style-type: none"> • The provision of Section 5(b) that states “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.” Windstream East must be liable for its own negligence. • The provision of Section 10(c), which states, “Licensor may, 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 the performance of Licensor’s service obligation or the safety of Licensor’s employees.” • The provision of Section 14(c) that states, “[w]ithout limiting any other indemnification or hold harmless provisions of this Agreement, 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 Service, or any other direct or indirect damages of any kind whatsoever incurred by Licensee.” This provision is overbroad, and Windstream East must be liable for its own negligence. 	<p>Original Page 19 Section 5(b)</p> <p>Original Page 26 Section 10(c)</p> <p>Original Page 31 Section 14(c)</p> <p>Original Page 36 Section 19(b)</p> <p>Original Pages 40-41 Section 22</p>

<ul style="list-style-type: none"> • The provision of Section 19(b) that states “Licensee is solely responsible for all alleged damages claimed by third parties accessing or working on or near Licensor’s poles.” This provision is overbroad. KBCA will only entertain liability for damages it causes, and will not accept sole liability where the pole owner, third party, or other entity was negligent or otherwise at fault. • The provision of Section 22(a) that states, “Licensee shall compensate Licensor for the full actual loss, damage, or destruction of Licensor’s property that in any way arises from or is related to this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation, or maintenance of Licensee’s Attachments).” This provision is overbroad, and KBCA objects to any liability for any loss, damage, or destruction of property KBCA did not cause. • The provisions of 22(b)-(d), to the extent they carve out liability for losses “caused solely by the negligence or willful misconduct of Licensor.” Windstream East must be liable for any contributory negligence. 	
<p>Insurance. KBCA objects to the unreasonable insurance terms in this tariff, including:</p> <ul style="list-style-type: none"> • The requirement of Section 23(a) that “[i]n addition to the insurance coverage required by this Agreement, 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 Agreement.” It is unreasonable for Windstream East to require additional (double) insurance when an Approved Contractor (a contractor that Windstream East itself has approved) works on their poles. Contractors are already insured, in any case. • The requirement of Section 23(h) that “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 change in coverage and shall be signed by a legal representative of the issuing insurance company.” Insurers do not give notice of “material change.” 	<p>Original Page 42 Section 23</p>
<p>Confidentiality. KBCA objects to any confidentiality provision. This agreement/tariff is a public document (and has now been filed publicly).</p>	<p>Original Page 44 Section 25</p>
<p>Assignment. KBCA objects to any prohibition on its ability to “assign, transfer or sublet the privileges hereby granted, or sell, lease or otherwise permit the use of its facilities on or any part</p>	<p>Original Page 46 Section 31</p>

thereof . . . without prior consent in writing of Licensor.” For example, KBCA’s members may need to assign or transfer licenses to subsidiaries or other related entities.	
Waiver Of Jury Trial. KBCA objects to Section 33, which requires that “Licensor and Licensee each expressly waive its right to a jury trial.”	Original Page 47 Section 33
Annual Attachment Rate. KBCA objects to an attachment rate defined by “1 foot of space per Attachment.”	Original Page 55 Exhibit D
Additional Field Or Engineering Fee. KBCA objects to an additional field or engineering fee of \$75.00 per hour because it is unreasonable and unsupported.	Original Page 55 Exhibit D
Application For Pole License Fee. KBCA objects to an application for Pole License Fee of \$125 per application because it is unreasonable and unsupported, especially given Licensor’s requirement that each application is limited to 25 poles, which limitation also violates 807 KAR 5:015, as described above.	Original Page 55 Exhibit D
One Time Agreement Fee. KBCA objects to a \$400 “One Time Agreement Fee.” Windstream East may not assess a fee when attachers wish to use this agreement, which is the tariff.	Original Page 55 Exhibit D
Removal Verification Fee. KBCA objects to a \$15.00 per pole removal verification fee because it is unreasonable and unsupported.	Original Page 55 Exhibit D

Windstream Kentucky West, LLC

Objections To Terms That Violate 807 KAR 5:015

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<p>Licensors, Licensors shall not be obligated to enter in this Agreement.” KBCA further objects to Licensors’ purported “right to immediately terminate this Agreement and require Licensee to remove all of its facilities from Licensors’ Poles” if Licensee “no longer has the status as a ‘telecommunications carrier’ or ‘cable television system’ provider or the authority to offer these Services in the state where the Poles are located.”</p> <ul style="list-style-type: none"> • The requirement that “Licensee must notify Licensors within thirty (30) days of the change in use if it shall begin to use any attachment for telecommunication Services and Licensors may adjust the Attachment Rate and Pole Attachment Fee as appropriate consistent with the applicable FCC formula for telecommunication providers.” • Any reference to the “FCC formula for telecommunication providers.” There is no telecommunications formula in Kentucky. 	
<p>Requests To Attach. KBCA objects to any distinction or separate application process for simple and complex make ready work. There is no such distinction in 807 KAR 5:015.</p>	<p>Original Sheets 27-30 Sections 8 and 9</p>
<p>Application Limitation. KBCA objects to any limitation on the number of poles for which it may submit an application, or the number of poles included in each application. 807 KAR 5:015 Section 4(7) plainly provides procedures and timelines for large orders.</p>	<p>Original Sheets 27 & 29 Sections 8(a) and 9(a)</p>
<p>Complex Make Ready. Without waiving its objection above, KBCA further objects to the simple make ready process established by Windstream West because it does not comply with the procedure set forth in 807 KAR 5:015. In particular:</p> <ul style="list-style-type: none"> • KBCA objects to the requirement that “Licensee shall submit payment in the amount of the Make- Ready Estimate together with the Application Fee and engineering survey costs to Licensors within fourteen (14) days of receipt of the Make-Ready Estimate and invoice for such amounts.” 	<p>Original Sheets 27-28, Section 8</p>
<p>Simple Make Ready. Without waiving its objection above, KBCA further objects to the simple make ready process established by Windstream West because it does not comply with the procedure set forth in 807 KAR 5:015. In particular:</p> <ul style="list-style-type: none"> • KBCA objects to the requirement it bear responsibility for surveying Licensors’ poles, and send notice in advance of any such survey. See 807 KAR 5:015 Section 4(2)(b). • KBCA objects to the requirement that “Licensee shall not be authorized to move the attachments of a third party without first obtaining their consent.” See 807 KAR 5:015 Section 4(10)(a). KBCA further objects the third party notice requirements of Section 9(C). 	<p>Original Sheets 29-30 Section 9</p>

<p>Overlashing. KBCA objects to any requirement to provide more than “advance notice of planned overlashing,” as required by 807 KAR 5:015, Section 3(5). In particular, KBCA objects to any requirement to provide as part of its “notice” “an engineering analysis to determine if the additional loading negatively impacts the Poles capacity.” KBCA further objects to the requirements that “[e]ach overlashed strand shall not exceed a 2” maximum diameter.”</p> <p>KBCA further objects to the requirements of Sections 12 and 13 to the extent they impose burdens on an attacher beyond those set forth in 807 KAR 5:015, Section 3. In particular, KBCA objects to the application of Section 13 to overlashing, including the notification requirements of Section 13(a). KBCA incorporates additional objections to Section 13 referenced below.</p>	<p>Original Sheet 33 Section 12</p> <p>Original Sheet 34 Section 13</p>
<p>Approved Contractors. KBCA objects to the tariff’s definition of “approved contractor” and process for approving a contractor. Windstream West’s definition of an “approved contractor” references FCC rules that do not apply here. The tariff also provides that Windstream West will have 10 days to object to Licensee’s approved contractor, which conflicts with the process and timelines set forth in 807 KAR 5:015 Section 5. KBCA objects to any requirements regarding approved contractors beyond those specified by the Commission’s regulations.</p>	<p>Original Sheet 54 Exhibit A</p>
<p>Definitions. KBCA objects to the definitions established by Windstream West because they either conflict with the definitions set forth in 807 KAR 5:015 or are overbroad. In particular, KBCA objects to the definitions of “Attachment(s),” “Complex Make-Ready,” “Make-Ready Work,” and “Simple Make-Ready” because those terms are defined by 807 KAR 5:015 and therefore Windstream West’s definitions are superseded by the Commission’s definitions.</p> <p>KBCA objects to the definition of “Approved Contractor” as set forth above.</p> <p>KBCA objects to the definitions of “Application for Pole License” and “Licenses” to the extent the application or license conflicts with 807 KAR 5:015 or contains unreasonable terms or conditions.</p> <p>KBCA objects to the definition of “Effective Date” because the effective date will be the date the tariff goes into effect, not the date any agreement is signed by the parties.</p> <p>KBCA objects to the definitions of “Make Ready Estimate” and “Pole Attachment Fee” to the extent they includes fees that conflict</p>	<p>Original Sheets 54-56 Exhibit A</p>

<p>with 807 KAR 5:015 or are otherwise unreasonable. KBCA further objects to the definition of “Pole Attachment Fee” to the extent it defines the fees as applying “to each foot of space occupied.”</p> <p>KBCA incorporates its objections below to “Unauthorized Attachment.”</p> <p>KBCA objects to the definitions of “Force Majeure Event,” “Hazardous Materials,” “Licensee Contractor,” “Overlapping,” “Pole,” and “Right-of-Way” as overbroad and/or unreasonable.</p>	
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Objections To Unreasonable Terms and Conditions

Unreasonable Terms and Conditions	Citation
<p><i>Changes To Terms, Conditions, Or Rates.</i> KBCA objects to any requirement in any referenced “Agreement” that is not a part of its tariff. Any changes to the “rates, terms, and conditions” of the tariff “shall be in writing” and filed with the Commission in accordance with 807 KAR 5:015, Section 2. In particular, KBCA objects to the following requirement:</p> <ul style="list-style-type: none"> • The provision of Section 4(a) that states “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.” Any changes in a rate, term, or condition must be filed in a new tariff with the Commission. Changes must be just, reasonable, nondiscriminatory, and in accordance with law. • The provision of Section 4(c) that states, “[u]pon 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.” Licenses do not terminate without a default (KBCA’s objections regarding Windstream West’s default provisions are set forth below). • The provision of Section 6(a) that states, “[a]ll rates, charges and fees set forth in this Agreement and those shown in <u>Exhibit D</u> (Schedule of Rates, Fees, and Charges) shall be subject to and calculated in accordance with applicable law, and Licensor may in its sole discretion revise the rates, charges, and fees as set forth in <u>Exhibit D</u> upon 30 day notice to Licensee . . . The fees, rates and charges set forth in <u>Exhibit D</u> or elsewhere in this Agreement are effective during the term of this Agreement and subject to change as set forth herein.” Any changes in 	<p>Original Sheet 23 Section 4</p> <p>Original Sheet 24 Section 6(a)</p> <p>Original Sheet 52 Section 32</p> <p>Original Sheets 52-53 Section 34</p>

<p>a rate, term, or condition must be filed in a new tariff with the Commission. Changes must be just, reasonable, nondiscriminatory, and in accordance with law.</p> <ul style="list-style-type: none"> • The provision of Section 32 that states, “[t]his Agreement is based wholly on Licensor’s tariff and the terms of Licensor’s tariff shall control to the extent there is a conflict between the terms of this agreement and the terms of the Licensor’s tariff.” There is no separate tariff. This Agreement is the tariff. • The provision of Section 34(b) that states “[t]his Agreement may be amended or supplemented at any time only upon written agreement by the parties hereto. Notwithstanding the foregoing, all Exhibits, fees, Licensor procedures and specifications may be modified by Licensor upon thirty (30) day notice to Licensee.” Any changes in a term or condition must be filed in a new tariff with the Commission. Changes must be just, reasonable, nondiscriminatory, and in accordance with law. • The provision of Section 34(d) that states, “[i]t 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.” There is no tariff, other than this Agreement. 	
<p><i>Future Agreements.</i> KBCA objects to the statement that its “rights . . . shall at all times be subject to any present or future joint use or joint ownership arrangement between Licensor and any other party,” including any implication that it must bear costs associated with adding additional attachers later. Access to Windstream West’s poles must proceed on a nondiscriminatory basis and Windstream West may not favor itself or other attachers over KBCA members.</p>	<p>Original Sheet 22 Section 2(E)</p>
<p><i>Termination Of Licenses.</i> KBCA objects to the requirement that if “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 . . . Licensee shall immediately remove its cables, equipment, and facilities at once from the affected Pole.” This provision does not allow KBCA to challenge any assertion that the use of any Pole is not authorized. KBCA further objects to the extent this provision conflicts with 807 KAR 5:015, Section 6(1), which requires 60 days’ written notice prior to removal of facilities, termination, or modification of services.</p>	<p>Original Sheets 23-24 Section 5</p>
<p><i>Costs To Replace Poles That Are Not Red-Tagged.</i> KBCA objects to any provision assigning the entire cost of replacing a pole that is</p>	<p>Original Sheets 24-25 Section 6</p>

<p>not red-tagged to KBCA, including the requirement that “All charges for pole maintenance, including...removal of old Poles...shall be based upon the full cost and expense, including reasonable overhead...The cost to Licensee shall be determined in accordance with the regular and customary methods used by Licensor in determining such costs.”</p> <p>KBCA similarly objects to the statement in Section 13(f) that “if Licensor decides to replace the Pole with a larger pole that can accommodate Licensee’s Attachments, [Licensee shall] bear the expense of such replacement and transfer its Attachments to the new pole.”</p> <p>KBCA should only pay its reasonable share of a pole replacement.</p>	<p>Original Sheet 35 Section 13(f)</p>
<p>Rates, Fees And Charges. KBCA objects to the extent the tariff does not specify its rates, fees and charges are just and reasonable (and to the extent its rates, fees and charges are not just and reasonable). In particular, the tariff must state the charges referenced in Sections 6(c) and 6(e) are just and reasonable.</p>	<p>Original Sheet 25 Section 6(c) & 6(e).</p>
<p>Unsupported And Unreasonable Costs. KBCA further objects to any requirement that it bear costs for damage, violations, or other issues it did not cause, that it bear unreasonable or unsupported costs, or that it bear costs not required by 807 KAR 5.015. In particular, it objects to the statement that “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.”</p> <p>KBCA also objects to the extent this broad provision conflicts with other provisions or objections regarding the payment for inspections, surveys, engineering, or other costs, including its objection that it be required to pay for inspections related to overloading.</p>	<p>Original Sheets 24-25 Section 6</p>
<p>Disputed Amounts. KBCA objects to the requirement that “[w]ithout 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</p>	<p>Original Sheet 25 Section 7(A)</p>

<p>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 thereto.” Among other issues, Licensor may not take any action related to any unpaid amounts that are disputed, or otherwise deny access for any billing dispute.</p>	
<p>Lien. KBCA objects to any lien Licensor purports to require or have on KBCA’s cable, equipment, or facilities. Licensor has no right to KBCA’s property.</p>	<p>Original Sheet 26 Section 7(C)</p>
<p>Construction And Maintenance. KBCA objects to the requirements of Section 11 to the extent they purport to require KBCA to correct the preexisting violations of other attachers, or bear any expense to correct violations it did not cause.</p> <p>KBCA further objects to the requirement that “Licensee’s Attachments shall be placed and maintained in accordance with the following: (1) any and all Licensor requirements and specifications of Licensor.” KBCA does not know which “requirements and specifications” are incorporated here, and therefore cannot evaluate them for reasonableness.</p>	<p>Original Sheets 31-33 Section 11</p>
<p>Overlashing. KBCA objects to a “field check” at “Licensee’s sole expense” to determine if the overlashing will require additional support equipment. KBCA further objects to submitting any application for overlashing, or paying any pole rent for overlashing.</p>	<p>Original Sheets 33-35 Section 12 & 13</p>
<p>Modifications, Additions, Replacements Or Rearrangements. KBCA objects to the requirement that it 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” to the extent this provision conflicts with KAR 5:015, including the OTMR process at Section 4(10). KBCA further objects this provision as vague and unreasonable because modifications, replacements, etc. often occur as a result of another attacher’s actions, including pursuant to other attacher requests for access or the pole owner’s transfer notices.</p>	<p>Original Sheet 34 Section 13(a) & (b)</p>
<p>Costs And Expenses Of Other Parties. KBCA objects to any provision requiring the Licensee to be held “responsible for all costs and expenses not paid by the other party” if both parties benefit from the expansion or purchase of an additional plant by Licensor. KBCA should only pay its reasonable share of costs and expenses, caused by its attachments. KBCA objects to “pay[ing] for all costs” to transfer Licensor’s attachments “[w]hen 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.” KBCA similarly objects to the requirement it “bear a proportionate share of the total costs incurred by Licensor to make Licensor Poles</p>	<p>Original Sheets 34-35 Section 13(c)-(e)</p>

<p>accessible” where “Licensor plans to modify or alter any Poles,” apparently for any reason. KBCA objects to any requirement it pay for actions it did not cause, including the transferring of facilities to benefit other attachers or the pole owner.</p> <p>KBCA also objects to the phrase “[s]hould Licensee request Licensor to expand capacity or purchase additional plant” in Section 13(c). The pole owner determines what make ready needs to be done. The new attacher does not instruct a pole owner to “purchase additional plant,” including a larger pole.</p>	
<p>Reservation Of Space. KBCA objects to the requirement it “vacate” a pole “[i]n 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 for pole attachments, to use the space on a Pole occupied or to be occupied by Licensee’s Attachments.” A pole owner has no right to force an attacher off a pole to which it is properly licensed for the benefit of any other party, including the pole owner.</p>	<p>Original Sheet 35 Section 13(f)</p>
<p>Inspections. KBCA objects to the “post construction and/or periodic inspection of Licensee Attachments” requirements because they apply Windstream West’s improper definition of “simple make ready.” KBCA objects to the extent they conflict with the make ready provisions of 807 KAR 5:015, including OTMR provisions.</p>	<p>Original Sheets 37-38 Section 17</p>
<p>Inventories. KBCA objects to inventories more frequent than once every five years. KBCA objects to any inventory for which it did not have at least 90 days written notice. Further, any inventory must include all attachers so the costs will be reasonably shared.</p>	<p>Original Sheets 37-38 Section 17</p>
<p>Sanction For Declining To Participate In An Inventory Survey. KBCA objects to the provision that “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.” In order for this penalty to apply, there must be a meaningful opportunity for the attaching party to participate in an audit.</p>	<p>Original Sheet 38 Section 18</p>
<p>Unauthorized Attachments. KBCA objects to the overbroad and unreasonable definition of unauthorized attachments, which includes “an Attachment that occupies more space than that allocated to Licensee;” “an Attachment that is not placed in accordance with the provisions of this Agreement”; “an addition or modification by Licensee to its pre-existing Attachment(s) that impairs the structural integrity of the involved Licensor Poles”; and “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.” Unauthorized attachments are those without a permit, if required.</p>	<p>Original Sheets 38-40 Section 18</p>

<p>KBCA further objects to the requirement that it submit an application for attachments deemed unauthorized within 10 days. KBCA must have at least 60 days from the date the pole owner provides it with the results of the inventory to verify and contest any findings. Further, the pole owner must provide KBCA with a pole number which the alleged unauthorized attachments occupy for KBCA to submit an application for that pole.</p>	
<p>Contractor Insurance Obligations. KBCA objects to any requirement that its contractors and subcontractors be required to carry the same insurance as KBCA, including the statement that “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.” KBCA, which is ultimately liable to the pole owner, has existing contracts with its contractors, which may contain different requirements.</p>	<p>Original Sheet 42 Section 20</p>
<p>Contractor Qualifications. KBCA objects to the “specific authorization” requirements of Section 20(g) to the extent it requires KBCA to obtain any authorization beyond the pole attachment license.</p>	<p>Original Sheet 43 Section 20(g)</p>
<p>Default. KBCA objects to the definition of default, including the term that “failure by Licensee to pay when due any fee or other sum required to be paid under the terms of this Agreement” is a default of the agreement. A good faith dispute regarding any fee or other term or condition under this agreement is not a default.</p>	<p>Original Sheets 43-44 Section 21</p> <p>Original Sheet 23 Section 4(b)</p>
<p>Indemnity & Liability. KBCA objects to any standard that would hold an attacher responsible for the negligence of the pole owner, or that would allow a pole owner to escape liability for its own negligence (except in an emergency context, in which case the standard is gross negligence). This objection includes, but is not limited to, the following provisions:</p> <ul style="list-style-type: none"> • The provision of Section 5(b) that states “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.” Windstream West must be liable for its own negligence. • The provision of Section 10(c), which states, “Licensor may, 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 the performance of Licensor’s service obligation or the safety of Licensor’s employees.” 	<p>Original Sheet 24 Section 5(b)</p> <p>Original Sheet 31 Section 10(c)</p> <p>Original Sheet 36 Section 14(c)</p> <p>Original Sheet 41 Section 19(b)</p> <p>Original Sheets 45-46 Section 22</p>

<ul style="list-style-type: none"> • The provision of Section 14(c) that states, “[w]ithout limiting any other indemnification or hold harmless provisions of this Agreement, 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 Service, or any other direct or indirect damages of any kind whatsoever incurred by Licensee.” This provision is overbroad, and Windstream West must be liable for its own negligence. • The provision of Section 19(b) that states “Licensee is solely responsible for all alleged damages claimed by third parties accessing or working on or near Licensor’s poles.” This provision is overbroad. KBCA will only entertain liability for damages it causes, and will not accept sole liability where the pole owner, third party, or other entity was negligent or otherwise at fault. • The provision of Section 22(a) that states, “Licensee shall compensate Licensor for the full actual loss, damage, or destruction of Licensor’s property that in any way arises from or is related to this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation, or maintenance of Licensee’s Attachments).” This provision is overbroad, and KBCA objects to any liability for any loss, damage, or destruction of property KBCA did not cause. • The provisions of 22(b)-(d), to the extent they carve out liability for losses “caused solely by the negligence or willful misconduct of Licensor.” Windstream West must be liable for any contributory negligence. 	
<p>Insurance. KBCA objects to the unreasonable insurance terms in this tariff, including:</p> <ul style="list-style-type: none"> • The requirement of Section 23(a) that “[i]n addition to the insurance coverage required by this Agreement, 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 Agreement.” It is unreasonable for Windstream West to require additional (double) insurance when an Approved Contractor (a contractor that Windstream West itself has approved) works on their poles. Contractors are already insured, in any case. • The requirement of Section 23(h) that “Licensee will furnish to Licensor, a certificate evidencing insurance coverage under sub-paragraphs 23(a) and (d). Such certificate or 	<p>Original Sheets 47-48 Section 23</p>

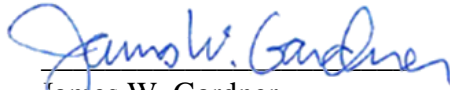
Licensee shall provide for a thirty (30) day prior notice to the Licensor of any cancellation or material change in coverage and shall be signed by a legal representative of the issuing insurance company.” Insurers do not give notice of “material change.”	
Confidentiality. KBCA objects to any confidentiality provision. This tariff is a public document (and has now been filed publicly).	Original Sheet 49 Section 25
Assignment. KBCA objects to any prohibition on its ability to “assign, transfer or sublet the privileges hereby granted, or sell, lease or otherwise permit the use of its facilities on or any part thereof . . . without prior consent in writing of Licensor.” For example, KBCA’s members may need to assign or transfer licenses to subsidiaries or other related entities.	Original Sheet 51 Section 31
Waiver Of Jury Trial. KBCA objects to Section 33, which requires that “Licensor and Licensee each expressly waive its right to a jury trial.”	Original Sheet 52 Section 33
Annual Attachment Rate. KBCA objects to an attachment rate defined by “1 foot of space per Attachment.”	Original Sheet 60 Exhibit D
Additional Field Or Engineering Fee. KBCA objects to an additional field or engineering fee of \$75.00 per hour because it is unreasonable and unsupported.	Original Sheet 60 Exhibit D
Application For Pole License Fee. KBCA objects to an application for Pole License Fee of \$125 per application because it is unreasonable and unsupported, especially given Licensor’s requirement that each application is limited to 25 poles, which limitation also violates 807 KAR 5:015, as described above.	Original Sheet 60 Exhibit D
One Time Agreement Fee. KBCA objects to a \$400 “One Time Agreement Fee.” Windstream West may not assess a fee when attachers wish to use this agreement, which is the tariff.	Original Sheet 60 Exhibit D
Removal Verification Fee. KBCA objects to a \$15.00 per pole removal verification fee because it is unreasonable and unsupported.	Original Sheet 60 Exhibit D

CONCLUSION

KBCA respectfully requests the Commission to incorporate KBCA’s objections into the record of this proceeding.

Dated: April 7, 2022

Respectfully submitted,



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