

**Contract for Attachments to Company Structures**

This Contract made and entered into this 1 day of August, 2018 by and between the **City of Richmond, Kentucky**, (“the City” or “Attachment Customer”), whose mailing address is 239 West Main Street, Richmond, Kentucky 40475, and **Kentucky Utilities Company** (“Company”), a Kentucky corporation, 220 West Main Street, Kentucky 40202.

**Witnesseth:**

Whereas, the Kentucky Public Service Commission has determined that the provision of access to space on a utility’s poles and structures is the provision of utility service and is subject to the provisions of KRS Chapter 278;

Whereas, the Company’s rate schedules on file with the Kentucky Public Service Commission do not presently set forth the rates and conditions for the attachment of municipally-owned facilities to its Structures; and

Whereas, the City desires to affix and install attachments to or otherwise use the Company’s Structures to serve and support the City’s governmental facilities and equipment;

The Company and the City agree as follows:

1. The Company grants the City the non-exclusive right to affix and install its Attachments on Company Structures within Madison County, Kentucky for the sole purpose of serving and supporting the City’s facilities and equipment.

2. In exercising the right to fix and install its Attachments to the Company’s Structures, the City agrees to comply with the provisions set forth in the Company’s Pole and Structure Attachment Charges Schedule (“PSA Schedule”) and to the “General Terms and Conditions” contained in the Company’s Electric Service Tariff on file with the Kentucky Public Service Commission. The City further agrees that any changes or amendments to the PSA Schedule or the Company’s General Terms and Conditions section of its Electric Service Tariff, as permitted or approved by the Kentucky Public Service Commission, shall also be a part of this Contract upon the effective date of such change or amendment.

3. The provisions of the Company’s PSA Schedule and the “General Terms and Conditions” of the Company’s Electric Service Tariff are incorporated by reference into this Contract.

4. This Contract does not confer upon the City any right or license to attach facilities for the purpose of providing telecommunication services to the public.

5. This Contract shall become effective 30 days after its filing with the Kentucky Public Service Commission unless the Kentucky Public Service Commission suspends the operation of this Contract for review pursuant to KRS 278.190, and in that instance upon the Kentucky Public Service Commission’s approval of this Contract.

**KENTUCKY PUBLIC SERVICE COMMISSION**  
Gwen R. Pinson  
Executive Director

*Gwen R. Pinson*

**EFFECTIVE**  
**11/25/2018**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

6. This Contract shall continue in effect for a period of ten (10) years from the effective date. This Contract shall be renewed for two addition terms of ten (10) years upon the same terms and conditions at the end of the initial term, unless sixty (60) calendar days prior written notice is given by one Party to the other Party that it desires for the Contract to end at the expiration of the initial term or the subsequent term unless terminated pursuant to terms of the Contract. Provided however, that if the City provides such services as to become a "telecommunications carrier" as that term is defined in the Company's PSA Schedule, this Contract shall immediately terminate and the attachment of any City facility to the Company's Structures shall be subject to the provisions of the Company's PSA Schedule. The City agrees to provide the Company with thirty (30) days advance notice prior to the City providing such services that would qualify it as a telecommunications carrier under the PSA Schedule. Furthermore, if the Kentucky Public Service Commission modifies any of the Company's existing rate schedules or approves the establishment of a new schedule to provide for rates or conditions of services for the attachment of facilities to the Company's Structures by municipal governments, this Contract shall terminate upon the effective date of the Kentucky Public Service Commission's action and all of the City's attachments to the Company's Structures shall be subject to that modified or newly established schedule.

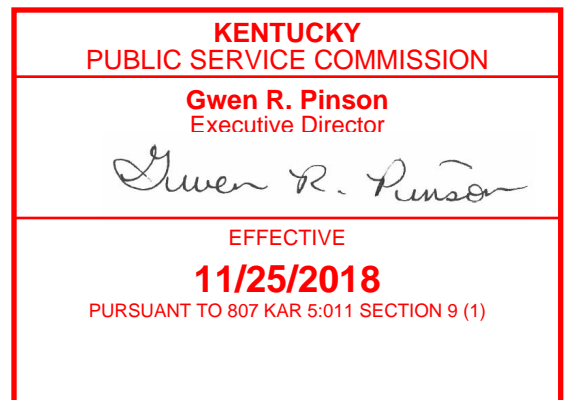
7. Semi-annually the City will pay to the Company for each attachment affixed and installed on a Company Structure in the preceding billing period an amount determined in accordance with the schedule of attachment charges set forth in the PSA Schedule.

8. Any notice or request that that this Contract requires the Company to provide to the Attachment Customer shall be sent to:

Tracy Bryant, IT Director  
239 W. Main St.  
Richmond, KY 40475  
859-623-1000

9. The City may change the designation of its representative to be notified, the address and/or telecopier number at any time by providing the Company notice in accordance with the provisions of this Contract.

10. The City shall provide to the Company or before January 31 of each year a sworn written statement from its City Manager that the City has complied with all notification requirements expressed stated herein or incorporated by reference into this Contract. Such statement shall be on the form annually provided by the Company to the City.



In Witness Whereof, the parties hereto have caused this contract to be executed by their duly authorized representatives the day and date shown above.

**Kentucky Utilities**

**City of Richmond, Kentucky**

By: Denise Simon

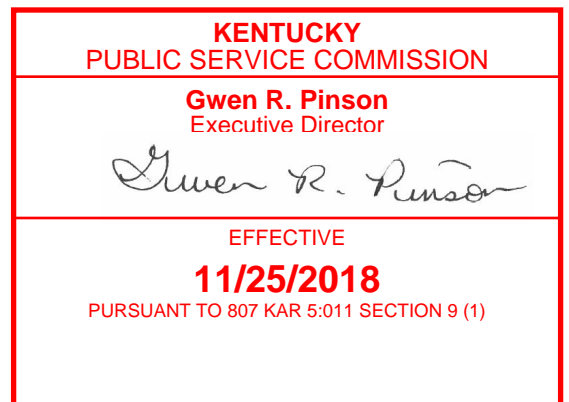
By: Jim Barnes

Denise Simon

Jim Barnes  
Name

Director,  
Distribution Reliability, Analytics, and  
Administration

Mayor  
Title





**ORDER NO. 18-95**

**AN ORDER OF THE CITY OF RICHMOND, KENTUCKY APPROVING THE POLE ATTACHMENT AGREEMENT BETWEEN THE CITY AND KENTUCKY UTILITIES**

**WHEREAS**, the City is presently engaged in a project which contemplates its running fiber optic cable from the Commonwealth's trunk line to various City locations within Richmond; and

**WHEREAS**, the fiber optic cable will in all likelihood be attached on existing utility poles some of which are owned by the Kentucky Utilities Company ("KU"); and

**WHEREAS**, the City and KU have arrived at an agreement detailing the rights and obligations of the respective parties relating to the City's attachment to KU utility poles, and the Board of Commissioners finds it to be in the public interest that the agreement be entered into by the City;

**NOW, THEREFORE, BE IT ORDERED** that the agreement attached to this Order and incorporated herein as though here set forth in full be, and the same hereby is, approved by the Board of Commissioners, and the Mayor is authorized to execute it on behalf of the City and with his signature to make it the binding obligation of the City.

This order shall be in full force and effect upon reading and adoption by the City of Richmond Board of Commissioners.

**DATE OF READING:** July 24, 2018  
**MOTION BY:** Commissioner Eaves  
**SECONDED BY:** Commissioner Newby

<b>VOTE</b>	<b>YES</b>	<b>NO</b>
Commissioner Blythe	x	
Commissioner Eaves	x	
Commissioner Morgan	x	
Commissioner Newby	x	
Mayor Barnes	x	

  
\_\_\_\_\_  
Mayor Barnes

ATTEST:

  
\_\_\_\_\_  
City Clerk

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



EFFECTIVE

**11/25/2018**

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