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POLE JOINT USE AGREEMENT

BETWEEN

~~SOUTH CENTRAL BELL TELEPHONE COMPANY~~
BELL SOUTH

AND

KENTUCKY POWER COMPANY



PLEASE NOTE

The terms and conditions regarding engineering and field situations in this agreement also apply to the following telephone companies.



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AGREEMENT
COVERING THE JOINT USE OF POLES

THIS AGREEMENT, effective January 1, 1986, is made by and between Kentucky Power Company, a corporation of the State of Kentucky (hereinafter called the "Electric Company") and the South Central Bell Telephone Company, a corporation of the State of Georgia (hereinafter called the "Telephone Company").

WITNESSETH

WHEREAS, the Electric Company and the Telephone Company desire to promote the joint use of their respective poles when and where such joint use shall be mutually advantageous.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

ARTICLE 1

SCOPE OF AGREEMENT

1.01 This agreement shall be in effect in such portions of the State of Kentucky in which both parties to this Agreement now or hereafter operate and shall cover all poles of each of the parties now existing or hereafter erected or acquired in the above territory when said poles are brought hereunder in accordance with this Agreement.

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1.02 Each party reserves the right to exclude from joint use:

- a. Poles which in Owner's judgment are necessary for its own sole use; or
- b. Poles which carry, or are intended by Owner to carry, circuits of such a character that in Owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable.

ARTICLE 2

EXPLANATION OF CERTAIN TERMS

For the purpose of this Agreement, certain terms shall have the meanings given in this article.

2.01 JOINT USE is the simultaneous use of any pole for the attachment of both parties.

2.02 NORMAL SPACE ALLOCATION on a joint pole is the following described basic space for the exclusive use of each party, respectively, with the associated mutual vertical clearance space for maintenance of separations, in accordance with the specifications referred to in Article 3.

- a. For the Electric Company, the uppermost [REDACTED] feet, measured from top of pole.
- b. For the Telephone Company, the lowest [REDACTED] [REDACTED] feet measured upward from a point of attachment on the pole which will obtain basic

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clearances to ground as required by the specifications referred to in Article 3 and permit practical horizontal grading of facilities.

- c. Mutual vertical clearance space on the pole between each company's attachments shall never be less than that which will obtain minimum separations as required by the specifications referred to in Article 3.

These specifications referred to in Article 3 do not preclude certain attachments of one party being located in and extending vertically through space reserved for the other party.

2.03 OWNER - The party owning the pole.

2.04 LICENSEE - The party having the right under this Agreement to make attachments to Owner's poles.

2.05 APPLICANT - The party making application to the Owner for permission to become a Licensee on Owner's poles.

2.06 SUBTRANSMISSION - Voltage below 138KV not otherwise designated as distribution.

2.07 COST IN PLACE - ADDITIONAL OR REPLACEMENT POLE - Cost In Place shall include the Total Cost to Owner for setting a bare pole. When replacing a pole and for additional poles, due solely to the Licensee's requirements, Cost In Place shall include the Total Cost to Owner for setting a pole including the cost of transferring facilities and removal of old pole with credit for any salvageable material.

2.08 TOTAL COST - Total cost shall include all material, labor and overheads.

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2.09 EMBEDDED POLE COST - The average original installed cost of a bare pole based on the original cost of poles 35 feet or higher including all sizes and vintage years; in the case of the Electric Company, distribution poles plus any subtransmission and transmission poles actually occupied shall be included.

2.10 THIRD PARTY - Any additional licensees other than the Electric Company and Telephone Company.

2.11 BARE POLE - A pole exclusive of any type of attachments.

2.12 PROPOSALS - A standardized form used by the parties to communicate either their needs, requirements or intentions regarding attachments.

2.13 LIMITED OPERATING CHARGE - A percentage to be determined annually which will include cost of capital, operation and maintenance, administrative and general, depreciation and taxes, as described in Article 12.04.

2.14 ATTACHMENT - Any device, with the exception of buried cable closures that do not have any aerial drop wires terminated in them and ground wire attachments from buried cables when the cable is not attached to the pole, now or hereafter fastened to a joint use pole by the parties hereto.

2.15 ELECTRIC COMPANY - Includes Kentucky Power Company and its subsidiary and affiliated companies, to the extent that such companies are not covered under separate agreements with the South Central Bell Telephone Company.

2.16 TELEPHONE COMPANY - Includes South Central Bell Telephone Company and its parent, subsidiary and affiliated companies to

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the extent that such companies are not covered under separate agreements with Kentucky Power Company.

2.17 FIELD SUPERVISOR - The Owner's representative responsible for scheduling construction work.

ARTICLE 3
SPECIFICATIONS

3.01 The joint use of poles covered by this Agreement shall at all times be in conformity with good industry practice and with the terms and provisions of The National Electrical Safety Code, and the rules of The Public Service Commission of Kentucky and any other applicable binding orders, statutes, ordinances, rules and regulations of any other governmental body.

3.02 If either party places or maintains its facilities not in conformance with Article 3.01, then the other party may give written notice to the nonconforming party to bring its facilities into compliance with this Agreement subject to the limitations contained in Article 3.04. The nonconforming party must bring its facilities into compliance within ninety (90) days of notification.

3.03 Wood poles shall comply with American Standards Association specifications and have a preservative treatment, full length, in accordance with good modern practice at the time of installation.

3.04 It is the intent of this Agreement, that poles having attachments prior to this Agreement, providing that their installation conformed to the specifications referred to in Article 3 herein at the time original attachment was made, will not be replaced or attachments rearranged solely to meet the requirements of 2.02 a.,



and 2.02 b., under NORMAL SPACE ALLOCATION or the current specifications referred to in Article 3.01.

The foregoing does not prohibit the replacement of a pole if Licensee compensates Owner in accordance with Article 8.01.

ARTICLE 4

ESTABLISHING JOINT USE OF EXISTING POLES

4.01 Whenever either party desires to reserve space on any pole owned by the other party, either as initial space or additional space on said pole, it shall submit a proposal therefor, specifying the location of the pole in question, the amount of space desired and the number and character of circuits to be placed thereon. Within ten (10) days after the receipt of such application, Owner shall notify the Applicant in writing whether or not said pole is among those excluded from joint use under the provisions of Article 1.02. If for any reason the Owner cannot respond in writing within ten (10) days, an oral request for an extension shall be made. Failure of response within such ten (10) day period shall create a presumption that permission has been granted and Applicant may proceed accordingly. Upon receipt of Owner's notice that the said pole is not among those excluded from joint use and after the completion by Owner of any transferring or rearranging which in Owner's judgment is then required with respect to attachments on said poles, including any necessary pole replacements, the Applicant shall have the right as Licensee hereunder to use said space for attachments and circuits of the character specified in said notice in accordance with the terms of the notice and of this Agreement.

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4.02 Whenever any jointly used pole or any existing pole about to be so used under the provisions of this Agreement is insufficient in height or strength for the existing attachments and for the proposed immediate additional attachments thereon, Owner shall replace such pole with a new pole of the necessary height and strength and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require, and bill Licensee in accordance with Article 8.

Whenever Licensee requests any existing jointly used pole be replaced and Owner cannot complete replacement and/or required rearrangements within the time as required by the Licensee, Licensee may replace the subject pole and shall be the Owner of the new pole.

4.03 Except as herein otherwise expressly provided, on jointly used poles each party shall, at its own expense, place, maintain, transfer, rearrange and remove its own attachments, including any tree trimming or cutting, place guys to sustain unbalanced loads due to its attachments, and shall perform such work promptly and in such a manner as not to interfere with the service of the other party.

4.04 Both parties agree that in emergency situations or in situations involving the placing of a service drop on an existing pole to complete a service order, that the requirements for notification in accordance with Section 4.01 of this article may not be practical. In such situations the Licensee shall provide written notice of the attachments made within ten (10) days of the date of attachment.

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ARTICLE 5

ESTABLISHING JOINT USE OF ADDITIONAL POLES

5.01 Whenever either party hereto requires new poles within the territory covered by this Agreement, either as an additional pole line, as an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, and such pole facilities are not to be excluded from joint use under the provisions of Article 1, it shall promptly notify the other party by submitting a proposal (oral notice subsequently confirmed in writing may be given in cases of emergency) stating the location and size of the new poles and the character of circuits it proposes to use thereon. Within ten (10) days after the receipt of such notice, the other party shall reply in writing, stating whether it does, or does not, desire space on the said poles and, if it does, the character of the circuits it desires to use and the amount of space it wishes to reserve. Failure of response within ten (10) days shall create a presumption that no joint use is desired and the proposing party may proceed accordingly. Should the party to whom the proposal was made express interest in joint use after the ten (10) day period referred to above, any and all additional expenses incurred by the party having given notice in order to then make joint use available, including, but not limited to, labor costs and other expenses associated with rearrangement of facilities, shall be borne by the party to whom notice was originally given.

5.02 In any case where the parties hereto shall conclude arrangements for the joint use of any new pole to be erected, and the party proposing to construct the new pole facilities already owns



more than its Ownership Objectives of joint poles as stated in Article 12.03 d., the parties shall take into consideration the desirability of having the new pole facilities owned by the party owning less than its Ownership Objective of joint poles so as to work toward such a division of ownership of the joint poles that both parties shall equitably share in the benefits of joint use.

5.03 Each party shall, at its own expense, place and maintain its own attachments on the new joint poles, including any tree trimming or cutting incidental thereto, place guys to sustain unbalanced loads due to its attachments, and shall perform such work promptly and in such manner as not to interfere with the service of the other party.

ARTICLE 6

RIGHTS-OF-WAY FOR LICENSEE'S ATTACHMENTS

6.01 Owner shall not be required to secure any right, license or permit from any governmental body, authority or other person or persons which may be required for the construction or maintenance of attachments of Licensee, and Owner does not grant, guarantee nor convey any easements, rights-of-way or franchises for the construction and maintenance of said attachments, and if objection is made thereto and Licensee is unable to satisfactorily adjust the matter within a reasonable time, Owner may at any time, upon notice in writing to Licensee, require Licensee to remove its attachments from the poles involved, and Licensee shall, within sixty (60) days after receipt of said notice, remove its attachments from

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such poles at its sole expense.

ARTICLE 7

MAINTENANCE OF POLES AND ATTACHMENTS

7.01 Owner shall maintain its jointly used poles in a safe and serviceable condition in accordance with Owner's standards and in accordance with the specifications referred to in Article 3, and shall replace, reinforce or repair poles as they become defective.

7.02 When replacing a jointly used pole carrying terminals of aerial cable, underground connections, or other special equipment, the new pole shall be set in a manner which will minimize the transfer cost of both parties. Should special conditions warrant setting the new pole in the old pole hole, written notice on the standard Proposal form shall be provided to the Owner prior to construction.

7.03 Whenever it is necessary to replace or relocate a jointly used pole, Owner shall, before making the change, give notice thereof in a proposal (except in cases of emergency, when oral notice may be given and subsequently confirmed in writing) to Licensee, specifying in such notice the time of such proposed replacement or relocation. Licensee shall transfer its attachments to the new or relocated pole at the time specified by Owner's Field Supervisor. If Licensee does not do so, Licensee shall remove and dispose of the old pole in accordance with Owner's instructions. If Licensee fails to transfer its attachments and remove the pole within five (5) working days of Owner's completion of work, Licensee shall reimburse Owner for all additional expenses incurred including costs of pole removal because of Licensee's noncompliance.

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7.04 Each party shall maintain all of its attachments on jointly used poles in accordance with the specifications referred to in Article 3 and shall keep them clear of trees, in safe condition and in thorough repair in accordance with each party's standards.

7.05 The Telephone Company, when operating either as Owner or Licensee, without any charge may install electrical bonding from communication cables or equipment to Electric Company's pole grounds on jointly used poles in accordance with Article 3.

7.06 The Licensee may replace Owner's pole during emergency conditions when Owner is not able to replace such pole in a timely manner. In this event, the Owner shall pay the Licensee costs in accordance with Article 8.03.

ARTICLE 8

DIVISION OF COSTS

8.01 The Cost In Place of new jointly used poles under this Agreement, either in new pole lines, or in extensions of existing pole lines, or to replace existing poles, shall be borne by the parties as follows:

- a. The Cost In Place of a pole sufficient to provide the NORMAL SPACE ALLOCATION for Owner's requirements shall be borne by Owner except as provided in b., c., and d., herein.
- b. Licensee shall pay to Owner a sum equal to the difference between the Cost In Place of a new pole adequate to accommodate Licensee's attachments and the current Cost In Place of a pole considered by

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Owner to be adequate to accommodate the attachments of Owner and its other licensees under the following conditions:

(1) Where the extra height or strength of an additional pole proposed for joint use is necessary solely to adequately accommodate the attachments of Licensee.

(2) Where the new pole is installed to replace an existing damaged or deteriorated jointly used pole hereunder and the extra height or strength of the new pole is provided to adequately accommodate the attachments of Licensee.

c. Licensee shall pay Owner a sum equal to the Cost In Place of a new pole, where such new pole is erected hereunder to replace an existing pole solely to adequately provide for the attachments Licensee proposes to place on the new pole.

d. In the case of a pole taller or stronger than a pole suitable for joint use, the extra height or strength of which is due to the requirements of public authorities (other than requirements with regard to keeping the wires of either party clear of trees), Licensee shall pay to Owner a sum equal to one-half the difference between the Cost In Place of such pole and the Cost In Place of a pole considered by Owner to be adequate to accommodate

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*This wording
is different*

the attachments of Owner and its other licensees, unless the Owner is reimbursed by the public authority requesting replacement.

- e. The cost in excess height or strength provided for the attachments of third parties, except as provided in the paragraph immediately preceding, shall be assumed by the Owner.
- f. Any such new pole shall be the property of Owner regardless of any payments by Licensee toward the cost of such new pole and Licensee shall acquire no right, title or interest in and to such pole.
- g. Each party shall place, maintain, rearrange, transfer and remove its own attachments at its own expense, except as otherwise expressly provided elsewhere in this Agreement.

8.02 If Owner Cannot Install a New Pole or Replace a Pole for Joint Use as required in Article 4.02 without the assistance of the Licensee, then Owner shall reimburse Licensee the Total Cost Incurred in rendering the required assistance.

8.03 Where Licensee Must Replace Owner's Pole Under Emergency Conditions, Owner shall pay Licensee the total labor cost of placing the new pole plus the material cost of the pole placed, and if the Licensee removes the old pole, the cost of removing the old pole. Title to the pole will remain with the Owner. Licensee will transfer its own facilities at no cost to Owner.

8.04 Cost of Pole Replacement and Transfer of Attachments. Except as otherwise herein expressly provided, in situations

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requiring the replacement of a joint pole in kind, i.e., the same height and class, the cost of replacement of the pole shall be borne by the Owner, and the cost of transferring shall be borne by each party for its own facilities.

8.05 Cost of Rearrangements on Existing Poles. Whenever joint use is requested by the Licensee on an existing pole, and space can be provided by rearrangement of the Owner's attachments, the Total Cost of such rearrangements shall be borne by the Licensee.

8.06 Sharing of Space. Each party shall, upon request of the other party, share with such other party any assigned or reserved space not presently being used, so long as the requirement of Article 3 are satisfied. Upon written notice from the sharing party that any such shared space is required for such party's operations, the other party shall within sixty (60) days relocate or rearrange its facilities at its expense. If replacement of any poles is necessary, the cost thereof shall be allocated as otherwise provided in this Article 8.

8.07 Anchors. All anchors and guys with the exception of jointly used anchors as provided in Article 8.08 below, shall be placed by and at the expense of the party whose attachments make such work necessary. Such anchors and guys shall remain the sole property of the party placing them and shall not be considered a part of the supporting structure.

8.08 Jointly Used Anchors. Normally each company will place separate anchors; however, when it is advantageous to both companies, an anchor rod suitable for joint attachment shall be placed by the Owner of the pole with the Total Cost of the anchor to be shared

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equally by the parties. If one anchor is inadequate for the combined requirements of both parties, then the Licensee shall place the additional anchorage required.

ARTICLE 9

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

9.01 When either party desires to change the character of its circuits on jointly used poles, such party shall give (90) days' written notice to the other party of such contemplated change.

The parties shall then cooperate in determining, (1) the conditions under which joint use may be continued on a mutually satisfactory basis, or (2) if in the judgment of both parties continued joint use is not feasible, the most practical and economical method of providing for separate lines.

In the latter event, the party whose circuits are to be removed from the jointly used poles shall promptly carry out the necessary work.

The cost of establishing such circuits in the new location shall be borne by each party under the provisions of this paragraph. In the event one party owns all the poles, the Licensee shall relocate its facilities at no expense to the Owner. If the parties agree that it is more practical for the Licensee to remain on the existing centerline and Owner's facilities should be relocated, Licensee shall reimburse Owner for the cost of relocation based upon the reestablishment of similar facilities. In the event neither party is the Owner of all the poles involved, the cost of reestablishing equivalent facilities in a new location shall be divided between the parties in proportion to the percent ownership of the existing poles.



Where the ownership is divided the party owning a majority of the poles shall have the right to remain on an existing centerline unless it is mutually agreed otherwise. The cost of relocation shall be divided according to ownership with the party who retains the centerline paying a portion of the relocating party's cost equal to the percent of poles involved which are owned by the relocating party. For example, if one party owns 60% of the poles involved and the second party owns 40%, the second party would relocate and receive payment equal to 40% of its cost from the first party. Where the ownership of the poles involved is equal, the parties shall decide which facilities are more practical to relocate and the relocating party will be reimbursed 50% of its relocation costs. If the party owning less than 50% of the poles involved prefers to remain on the existing centerline and the other party is agreeable, the entire cost of the relocating party's expense shall be paid by the party retaining its facilities on the existing centerline.

9.02 Attachments may be permitted on subtransmission and transmission poles of the Electric Company with the understanding that should the characteristics of the Electric Company facilities (circuits) change resulting in either the Electric Company or the Telephone Company deciding joint use is no longer feasible, the Telephone Company shall remove its facilities with no cost or obligation to the Electric Company.

ARTICLE 10

TERMINATION OF JOINT USE

10.01 If Owner desires at any time to abandon any jointly used pole, it shall give Licensee notice in writing to that effect at



least sixty (60) days prior to the date on which It Intends to remove Its attachments from such pole. If, at the expiration of said period, Owner shall have no attachments on such pole but Licensee shall not have removed all of Its attachments therefrom, such pole shall thereupon become the property of Licensee, and Owner shall transfer title to said pole and Licensee shall accept title to said pole in the manner provided for under Article 11. Licensee shall Indemnify, protect and hold harmless the Owner from all obligations, liabilities, damages, costs, expenses, or charges incurred after the expiration of the above-mentioned sixty (60) day period, and not arising out of anything theretofore occurring, because, of or arising out of, the presence or condition of such pole or of any attachment thereon; and shall pay Owner a sum equal to the Seller's Embedded Pole Cost based on height and type of such abandoned pole.

10.02 Licensee may at any time abandon the use of a jointly used pole by giving due notice thereof in writing to Owner and by removing therefrom any and all attachments It may have thereon.

ARTICLE 11

EQUALIZATION OF OWNERSHIP

11.01 The philosophy of this Agreement is that an Ownership Objective should be maintained between the parties, and that it is appropriate that such objective equate to the division of Usable Space as reflected in Article 12.03 d: that is 55.625% by the Electric Company and 44.375% by the Telephone Company. It is recognized, however, that for many reasons the ownership ratios may become

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different than the Ownership Objective. Therefore, In order to correct the balance of ownership, both parties agree on the following plan:

- a. If at the end of any Rental Year either party's percentage of ownership minus that party's Ownership Objective is greater than five percent (5%), the party exceeding their Ownership Objective may demand that the other party purchase poles to correct the balance of ownership.
- b. All poles sold under the provisions of this Article 11 shall be sold at the Seller's Embedded Pole Cost at the time of sale for the height and type pole involved. Each party shall obtain, at its expense, the approval of any governmental agency having jurisdiction over such party's part of the transaction.
- c. The maximum number of poles the party exceeding their Ownership Objective may demand the other party to purchase in any one Rental Year shall not exceed 5% of the total number of joint use poles.

11.02 When ownership of poles is to be transferred, mutually approved Proposal in accordance with the Owner's standard selling policy shall be prepared to cover such transfer. Payments for such poles by the Licensee shall be made at the time of purchase.

11.03 A formal Bill of Sale will be required for the transfer of ownership of all poles. The transferring party shall also obtain any necessary mortgage releases if the poles to be transferred are



subject to any mortgages, and shall submit such releases to the other party.

ARTICLE 12

RENTALS

12.01 For purposes of this Agreement, a Rental Year shall be the period from January 1 to the succeeding December 31. Any space occupied or reserved by Licensee during any portion of any such Rental Year shall be deemed to have been so occupied or reserved during the entire year. [REDACTED]

[REDACTED]

12.02 Licensee shall pay rent annually to Owner for those poles on which space is occupied or reserved by Licensee and for which rent is payable, [REDACTED]

[REDACTED]

12.03

[REDACTED]

[REDACTED]

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[REDACTED]

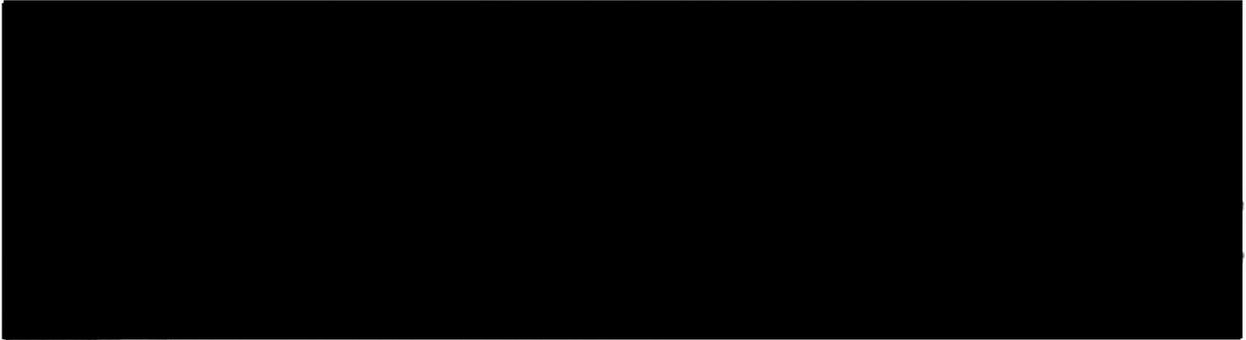
[REDACTED] Each party shall have thirty (30) days from receipt to except in writing to any part of such data. If no such exception is taken, the data shall be deemed accepted. If the parties are not able to resolve any exceptions by the next billing date, the proposed rate shall be charged and paid until such resolution is accomplished, at which time a retroactive adjustment shall be made if necessary.

[REDACTED]

[REDACTED] Each such determination shall be deemed correct unless written exception is taken within thirty (30) days of receipt. If any such exception cannot be otherwise resolved, a joint inspection of the poles in dispute and records pertaining thereto shall be made. If the parties are not able to resolve any

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such exceptions by the next billing date, the number originally proposed shall be used until such resolution is accomplished, at which time a retroactive adjustment shall be made if necessary.



12.08 In order to make the transition between this Agreement, and any prior agreement, rentals for the period January 1, 1985 to December 31, 1985, shall be based on the number of poles, and the annual Rental Rate specified in the Joint-Use Agreement superseded by this Agreement.

ARTICLE 13

UNAUTHORIZED USE: JOINT FIELD CHECKS

13.01 If unauthorized occupancy of poles is found, a Proposal shall be prepared to establish a record of this occupancy on the next annual billing. The party responsible for unauthorized occupancy shall owe the Owner the rental for the entire period dating back to the last joint field check including interest at the tax interest rates established by the Commissioner of Revenue of the Commonwealth of Kentucky (Reference KRS 131.183) compounded annually.

If the only attachment on a pole is unused hardware it shall not be considered a rental attachment; however, provisions will be made to have such hardware promptly removed. If not removed within



thirty (30) days after formal notification, the current annual rental will apply.



ARTICLE 14

LIABILITY AND DAMAGES

14.01 Whenever any liability is incurred by either or both of the parties hereto for damages for injury to persons (including death) or damage to property, arising out of the joint use of poles under this Agreement, which joint use is understood to include the wires and fixtures of the parties hereto, attached to the jointly used poles covered by this Agreement, the liability for such damages, as between the parties hereto, shall be as follows:

- a. Each party shall be liable for all damages for such injuries to persons or property caused solely by its negligence or solely by its failure to comply at any time with the specifications referred to in Article 3, and will indemnify, protect and hold harmless the other party in any such instance.
- b. Each party shall be liable for one-half (1/2) of all damages for such injuries to persons and for one-half (1/2) of all damages for such injuries to

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property that are caused by the concurrent negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of either party.

- c. All claims for damages arising hereunder that are asserted against or affect both parties hereto shall be dealt with by the parties hereto jointly; provided, that in any case under the provisions of paragraph b., of this Article and where the claimant desires to settle such claim upon terms acceptable to one of the parties hereto but not to the other, the party to which said terms are acceptable may, at its election, pay to the other party one-half (1/2) of the amount which such settlement would involve, and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.
- d. In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder by the parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the parties in connection therewith, which shall include costs, attorneys' fees, disbursements and other proper charges and expenditures.
- e. It is further understood and agreed between the

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parties hereto that at all times during the term of this Agreement and particularly during the time of any construction, repair or new attachments to poles covered by this Agreement that the parties shall consider the electric wires of the Electric Company to be energized.

f. It is further agreed between the parties hereto, that to the extent any of the provisions of this Article 14 should be determined to be contrary to law or held to be invalid by any court of competent jurisdiction, this Article shall be construed and applied as if such invalid provisions were not contained herein, attempting at all times to conform, to the extent possible, to the intent of the parties as herein stated.

ARTICLE 15

DEFAULTS

15.01 If either party shall default in any of its obligations under this Agreement and such default continues thirty (30) days after notice thereof in writing by the other party, the party not in default may suspend the rights of the party in default insofar as concerns the granting of further joint use. If such default shall continue for a period of sixty (60) days after such suspension, the party not in default may forthwith terminate this Agreement as far as it concerns the further granting of joint use, and shall be under no further obligation to permit additions to or changes in attachments

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of the defaulting party upon poles in joint use on the date of such termination.

15.02 If either party shall make default in the performance of any work which it is obligated to do under this Agreement at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such payment within thirty (30) days after presentation of bills therefor shall, at the election of the other party, constitute a default under Section 15.01 of this Article.

ARTICLE 16

ATTACHMENTS OF OTHER PARTIES

16.01 Nothing herein contained shall be construed as prohibiting the granting by Owner to others, not parties to this Agreement, by contract or otherwise, rights or privileges to use any poles covered by this Agreement. The attachments of any such outside party shall be treated as attachments belonging to the Owner, who shall have the entire right to any payments from such party.

16.02 Attachments of other parties shall at all times be in conformity with Article 3.

16.03 If space is shared by the Owner or Licensee with a third party in order to minimize such third party's costs, the sharing party retains its right to use the shared portion of its space. If Owner or Licensee thereafter requires the full use of its space, it is the duty of the Owner to provide that all costs of making that space available shall be borne by the third party.

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ARTICLE 17

WAIVER OF TERMS OR CONDITIONS

17.01 The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, and the same shall be and remain at all times in full force and effect.

ARTICLE 18

PAYMENT OF TAXES

18.01 Each party shall pay all taxes and assessments levied on its own property upon said jointly used poles, and the taxes and the assessments which are levied on said jointly used poles shall be paid by the Owner.

ARTICLE 19

BILLS AND PAYMENT FOR WORK

19.01 Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within sixty (60) days after the completion of such work a statement of the costs in accordance with the provisions of this Agreement and such other party shall within thirty (30) days after such statement is presented, pay to the party doing the work such other party's portion of the cost of said work.

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ARTICLE 20

EXISTING AGREEMENTS

12.01 All existing Agreements, written or oral, between the parties hereto for the joint use of poles within the territory covered by this Agreement are by mutual consent hereby terminated, and poles covered by such agreements are brought under this Agreement as of the effective date thereof, but such termination shall not extinguish any obligation arising prior to the effective date of this Agreement.

ARTICLE 21

TERM OF AGREEMENT

21.01 Subject to the provisions of Article 15 Defaults, herein, this Agreement may be terminated by either party after the first day of January, 1991 upon one (1) year's notice in writing to the other party. If not so terminated, it shall continue in force until terminated by either party at any time upon one (1) year's notice in writing to the other party as aforesaid. Despite any termination under this Article, this Agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination until a new Agreement is entered into by the parties. Following such termination until a new Agreement is entered into between the parties, neither party shall be under an obligation to permit additions to or changes in attachments of the other on poles in joint use on the date of such termination. This Agreement shall not be modified except in writing executed by a duly authorized representative of both parties.

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ARTICLE 22

OPERATING ROUTINE

22.01 An Operating Routine may be jointly prepared by the parties hereto, and shall be approved respectively by the Operations Manager of the Telephone Company and by the T&D Manager for the Electric Company. This routine shall be based on this Joint-Use Agreement and shall give the detailed methods and procedure which will be followed in establishing, maintaining and discontinuing the joint use of poles. In case of any ambiguity or conflict between the provisions of this Agreement, and those of the "Operating Routine" the provisions of this Agreement shall be controlling. This Operating Routine may be changed at any time upon the approval of the Operations Manager of the Telephone Company and the T&D Manager of the Electric Company, provided such changes do not conflict with the terms of this Joint Use Agreement.

Attest:

Paul R. Schroeder

Attest:

E. G. Bergmann
Assistant Secretary

SOUTH CENTRAL BELL TELEPHONE COMPANY

By *George B. Burtain*
GENERAL MANAGER - DISTRIBUTION

KENTUCKY POWER COMPANY

By *James H. Kelly*
Vice President

