

CONFIDENTIAL INFORMATION

**** PLEASE NOTE ****

This document, including any and all attachments, may contain confidential, private, and/or privileged information, and is intended for internal use by AEP employees only.

Any unauthorized review, disclosure, distribution or use is prohibited.

RECEIVED

5/26/2022

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

JOINT USE AGREEMENT
BETWEEN
KENTUCKY POWER COMPANY
AND
KENTUCKY ALLTEL, INC.
DATED
DECEMBER 1, 2004

RECEIVED

5/26/2022

**PUBLIC SERVICE
COMMISSION
OF KENTUCKY**

TABLE OF CONTENTS

ARTICLE		PAGE
1	SCOPE OF AGREEMENT	1
2	EXPLANATION OF TERMS	1
3	SPECIFICATIONS	3
4	ESTABLISHING JOINT USE OF EXISTING POLES	4
5	ESTABLISHING JOINT USE OF ADDITIONAL POLES	5
6	RIGHTS-OF-WAY FOR LICENSEE'S ATTACHMENTS	6
7	MAINTENANCE OF POLES AND ATTACHMENTS	6
8	DIVISION OF COSTS	7
9	PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED	11
10	TERMINATION OF JOINT USE	12
11	TRANSFERS OF OWNERSHIP	12
12	RENTALS	13
13	UNAUTHORIZED USE: JOINT FIELD CHECKS	14
14	LIABILITY AND DAMAGES	15
15	INSURANCE.....	16
16	DEFAULTS	18
17	ATTACHMENTS OF OTHER PARTIES	18
18	WAIVER OF TERMS OR CONDITIONS	19
19	PAYMENT OF TAXES	19
20	BILLS AND PAYMENT FOR WORK	19
21	EXISTING AGREEMENTS	20
22	TERM OF AGREEMENT	20
23	OPERATING ROUTINE	20
24	MISCELLANEOUS	21

RECEIVED

5/26/2022

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AGREEMENT

COVERING THE JOINT USE OF POLES

THIS AGREEMENT, effective December 1, 2004, is made by and between Kentucky Power Company, a Kentucky Corporation (hereinafter called the "Electric Company") and Kentucky ALLTEL, Inc., a Kentucky Corporation (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 premises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

ARTICLE 1

1 SCOPE OF AGREEMENT

- 1.01 This agreement shall be in effect in such portions of the Commonwealth of Kentucky in which the Electric Company and the Telephone Company 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.
- 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, facilities 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

2 EXPLANATION OF TERMS

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

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

2.02 NORMAL SPACE ALLOCATION - On a joint pole 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] measured from top of pole.
- b. For the Telephone Company, the lowest [REDACTED] measured upward from a point of attachment on the pole which [REDACTED] sic 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.
- d. Except by mutual agreement of the parties, attachments shall not be permitted in the neutral space required by the specifications referred to in Article 3. This limitation does not apply to attachments of street lighting or traffic control systems owned or used by governmental entities.

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. This Agreement does not permit the Telephone Company to make attachments to additional subtransmission poles without the prior written consent of Electric Company, which consent can be withheld in Electric Company's discretion.
- 2.07 TOTAL COST - Total Cost shall include all material, labor and overheads. When replacing a pole and for additional poles due solely to the Licensee's requirements, Total Cost shall include the cost of transferring facilities and removal of the old pole, with book value credit for any reusable/salvageable material.
- 2.08 THIRD PARTY - Any additional licensees other than the Electric Company and Telephone Company.
- 2.09 BARE POLE - A pole exclusive of any type of attachments.

RECEIVED

5/26/2022

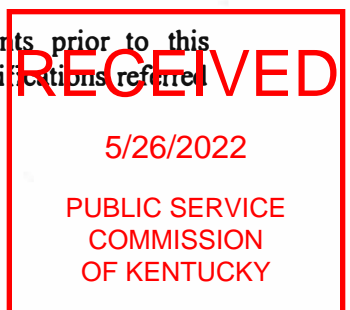
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

- 2.10 PROPOSALS - A standardized form used by the parties to communicate either their needs, requirements or intentions regarding attachments.
- 2.11 TRANSFER NOTICE - A standardized form used by the parties to communicate that new pole placement has been completed.
- 2.12 ATTACHMENT - Any device now or hereafter fastened to a joint use pole by the parties hereto; excludes existing pedestals and bonds to pole ground where no other overhead attachment or device exists. A riser up the pole to attach to the neutral is considered a contact establishing the pole as a joint use pole herein.
- 2.13 POLE GROUND - A ground rod or wire connected thereto to which Telephone Company may connect at the base of Electric Company pole without causing pole to be considered joint use as herein defined.
- 2.14 JOINT FIELD CHECK - The physical review of joint use facilities subject to this agreement by a representative from each party to determine the ownership of each pole and licensee of said pole. This does not exclude any additional activities during the field check as long as they are mutually agreeable to both parties.

ARTICLE 3

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 latest applicable edition of The National Electrical Safety Code, and the rules of the Public Service Commissions of the States applicable to this agreement and any other applicable binding orders, statutes, ordinances, rules and regulations of any other governmental body. Where differences in standards exist, the most stringent shall apply.
- 3.02 If either party places or maintains its facilities not in conformance with Article 3, 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. If facilities are not brought into compliance, the nonconforming party is considered in default in accordance with Article 15 of this Agreement.
- 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 the original attachment was made, will not be replaced or attachments rearranged solely to meet the requirements of Articles 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

4 ESTABLISHING JOINT USE OF EXISTING POLES

4.01 (a) All existing poles of either party hereto may be contacted by the other party without notification, but only for the purpose of end user service drops, subject to all applicable laws and regulations and the other terms and conditions of this agreement. A summary Proposal of such service drop poles contacted shall be submitted monthly to the owner with as much accuracy as practical and with sufficient detail as the owner may require and which is readily determined at the pole locations.

4.01 (b) Except as provided for by Article 4.01 (a), 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 fifteen (15) days after the receipt of such application, Owner shall notify the Applicant 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 within fifteen (15) days, notification (telephone, fax, verbal, etc.) for an extension shall be made. Failure of response within such fifteen (15) day period shall create a presumption that permission has been granted and Applicant may proceed accordingly; however, notification (telephone, fax, verbal, etc.) to the Owner shall be made before the Applicant proceeds. Upon receipt of Owner's notice that the said pole is not among those excluded from joint use or notification (telephone, fax, verbal, etc.) as stated above, and after the completion by Owner of any transferring or rearranging which in the 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.

RECEIVED

5/26/2022

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

- 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 rearrangements within the time required by Licensee, Licensee may place the new pole at the written request of the Owner (except in cases of emergency, when oral notice may be given and subsequently confirmed in writing) and bill the Owner the Total Cost of installing the new pole plus 25%. The Owner will retain ownership of the new pole and remove the old 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 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 5

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 fifteen (15) 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 fifteen (15) days shall create a presumption that no joint use is desired and the proposing party may proceed accordingly; however, a telephone call shall be made to the other party to confirm before the proposing party proceeds. Should the party to whom the proposal was made express interest in joint use after the fifteen (15) day period referred to above, any and all additional expenses, including, but not limited to, engineering and other labor costs plus other expenses associated with replacement and/or rearrangement of facilities, shall be borne by the party to whom notice was originally given.

RECEIVED

5/26/2022

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

- 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 Objective of joint poles as stated in Article 12.03., 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 and burdens 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

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 such poles at its sole expense.

ARTICLE 7

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,

RECEIVED

5/26/2022

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

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. After Owner has completed its work it shall notify Licensee by Proposal or Transfer Notice, if available, and Licensee shall transfer its attachments to the new or relocated pole. Unless otherwise mutually agreed upon by the parties, the party to this Agreement last transferring its attachments shall remove and retain or dispose of the old pole within ninety (90) days of the Transfer Notice and shall be responsible for any liability, injury, damage, expense, or claim to persons, including disease or death, which is in any way attributable to the removal and disposal of the old pole. If Licensee is the party so removing the existing pole it will be reimbursed for the cost of removing the existing pole, including its disposition, by the original Owner of the pole. If Owner must return to pull the old pole because of failure of Licensee to remove the old pole in a timely manner, Licensee shall compensate Owner for pulling the pole. However, if Licensee is unable to transfer their facilities and remove the old pole due to a third party not transferring its facilities within 10 days of the Transfer Notice, the Licensee will not be liable for the additional costs associated with removal of the old pole. In this instance the Licensee will be responsible for removing the old pole and authorized to bill the Owner for the cost of removing the old pole and any return trips. The Owner will then bill the third party accordingly.

- 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 the terms of this Agreement 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 other than normal joint use rental, 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's costs in accordance with Article 8.04.

ARTICLE 8

8 DIVISION OF COSTS

- 8.01 The Total Cost of new jointly used poles under this Agreement, either in new pole lines, in extension of existing pole lines, to replace existing poles, or to add an additional pole in an existing line, shall be borne by the parties as follows:

RECEIVED

5/26/2022

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

a. General

The Total Cost 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. Existing Pole

- (1) Where a pole must be replaced due to Owner's requirements, the Total Cost of the pole shall be borne by Owner. Each party shall transfer its facilities at its own expense.
- (2) Where a pole is replaced by Owner at the request of Licensee solely to accommodate attachments of Licensee, Licensee shall pay to Owner a sum equal to the Total Cost of the new pole.
- (3) Where a pole must be replaced due to Owner's requirements and the extra height and/or strength is required to accommodate Licensee's attachments, Licensee shall pay to Owner a sum equal to the difference between the Total Cost of a new pole required to accommodate Licensee's attachments and the Total Cost of a pole adequate to accommodate the attachments of Owner and its other licensees.
- (4) Where a new pole is installed to replace an existing damaged or deteriorated jointly used pole hereunder, and the extra height and/or strength of the new pole is required or requested by Licensee, Licensee shall pay Owner a sum equal to the difference between the Total Cost of a new pole adequate to accommodate Licensee's attachments and the Total Cost of a pole adequate to accommodate attachments of Owner and its other licensees.
- (5) Where a pole must be replaced as a result of an additional attachment of a third party or the modification of a third party's existing attachment, absent any other arrangements, the Owner shall replace the pole but may be entitled to full reimbursement from the third party for costs associated with pole replacement and costs related to transfer of its facilities. Licensee shall transfer its facilities to the new pole but may also be entitled to full reimbursement from the third party for costs related to transfer of its facilities. Owner shall provide Licensee with the name, address and other relevant contact information of the third party causing such pole replacement and shall cooperate with Licensee to facilitate Licensee to bill the third party for Licensee's transfer expenses.

RECEIVED

5/26/2022

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

c. New (Additional Pole)

Nothing herein contained shall be construed to preclude the use of poles less than the basic pole (40 foot, Class 5 wood pole) provided that such poles provide the necessary space for the attachments of both parties and comply with the specifications referred to. A basic pole, or a pole shorter and/or weaker than the basic pole, shall be installed at the sole expense of the Owner only when a new (additional pole) is required.

- (1) Where Owner requires a new pole and neither party requires any extra height and/or strength above the basic pole to accommodate its facilities, the Owner will install a basic pole and the cost of installing the pole shall be borne by Owner.
- (2) Where Owner requires a new pole and Licensee requires extra height and/or strength above the basic pole to accommodate its attachments, Licensee shall pay a sum equal to the difference between the Total Cost of a new pole adequate to accommodate Licensee's attachments and the Total Cost of a basic pole, and the balance of the cost of installing such pole shall be borne by the Owner.
- (3) Where one party requires a pole, but desires to have the other party set the pole and the other party agrees, the party that requires the pole shall pay a sum equal to the Total Cost of the new pole less any cost for extra height and/or strength above a basic pole (required by the other party) to the party setting the pole, and shall become the Owner.

d. In the case of a pole taller or stronger than a pole suitable for joint use, the extra height and/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 Total Cost of such pole and the Total Cost of a pole considered by Owner to be adequate to accommodate the attachments of Owner and its other licensees, unless the Owner is reimbursed by the public authority requesting replacement.

e. The cost of excess height and/or strength provided for the attachments of third parties, except as provided in Article 8.01 d., shall be billed to and reimbursed by the third party according to the agreement between the Owner and the third party, provided that in no event shall Licensee be responsible for said cost.

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.

RECEIVED

5/26/2022

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

- 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 Cost of Pole Replacement and Transfer of Attachments. Except as otherwise herein expressly provided, in situations requiring either (a) the replacement of a joint pole in kind, i.e., the same height and class, or (b) where replacement pole must be taller or stronger due to Owner's requirements, the costs of replacement of the pole shall be borne by the Owner, and the costs of transferring shall be borne by each party for its own facilities.
- 8.03 Assistance Required. If Owner cannot physically 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.
- 8.04 Emergency Conditions. Where Licensee must replace Owner's pole under emergency conditions, Owner shall pay Licensee a sum equal to the Total Cost, plus 25%, incurred in replacing the pole, and, if Licensee removes the old pole, the cost of removal plus 25%. Title to the new pole will remain with the Owner. Licensee will transfer its own facilities at no cost to Owner.
- 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 may, upon request of the other party, share with such other party any assigned or reserved space not presently being used, so long as the requirements 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 party to whom the space was originally loaned shall, within sixty (60) days, relocate or rearrange its facilities. The Total Cost of any work necessary to provide the sharing party with its normal space allocation shall be the responsibility of the party to whom the space was originally loaned.
- 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.

RECEIVED

5/26/2022

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

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

ARTICLE 9

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 ninety (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 (pole line) 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 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 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 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.

RECEIVED

5/26/2022

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

- 9.02 Attachments may be permitted on subtransmission and transmission poles of the Electric Company only after obtaining written authorization 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

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 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 as described in Article 11.02.
- 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

11 TRANSFERS OF OWNERSHIP

- 11.01 Any time it is determined that either party owns more than its appropriate percentage of jointly used poles as stated in Article 12.03, the party whose ownership is deficient shall have the option to purchase poles, the location and number of which shall be arrived at by mutual agreement. If one party purchases poles from the other party, the price to be paid shall be determined as described in Article 11.02. Each party shall obtain, at its expense, the approval of any governmental agency having jurisdiction over such party's part of the transaction, including the approval of the Securities and Exchange Commission under the Public Utility Holding Company Act. The parties shall share equally in the cost of any regulatory filing fees excluding any legal fees.

RECEIVED

5/26/2022

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

- 11.02 When ownership of poles is to be transferred, a 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 will be made at the time of purchase. The price of such poles shall be the original Owner's current Total Cost to place a like pole at the time of sale depreciated at the rate of 3% per year, but not less than 25% of the current Total Cost to place a like pole.
- 11.03 Unless otherwise specified in this Agreement, 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

12 RENTALS

- 12.01 For purposes of this Agreement, a Rental Year shall be a calendar year 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.
- 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]
- 12.03 Each party's Objective Ownership shall be:
- | | |
|-------------------|-------|
| Electric Company | = 60% |
| Telephone Company | = 40% |
- 12.04 a. Each party shall submit to the other, on or before each March 31, a determination of the number of poles subject to this Agreement on which space was occupied or reserved by such other party as of the preceding December 31. 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 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.
- b. Annual rental payment for each pole occupied shall be set for the first three (3) rental years of this Agreement as follows:

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

- 12.05 The bills for the annual rental shall be rendered each year on or about June 1 and shall contain the total rental due for the current Rental Year. All such bills shall be paid within sixty (60) days of receipt.
- 12.06 In order to make the transition between this Agreement and any prior agreement, it is agreed that an inventory will be necessary to determine a new base line total of contacts. Until an inventory is completed and concurred to, the latest agreed inventory totals will be used.

ARTICLE 13

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 of 8% compounded annually. The back rentals shall be based on the rate specified in Article 12.04(b).

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, including interest of 8% compounded annually.

- 13.02 The parties shall participate in a joint field check at their own expense no less often than every five (5) years, unless an extension is mutually agreed by the parties. Should one party elect not to participate, that party shall pay one-half (1/2) the cost of the field check performed by the other party. The non-participating party has sixty (60) days in which to verify the findings, after which the results of the inventory will become final.

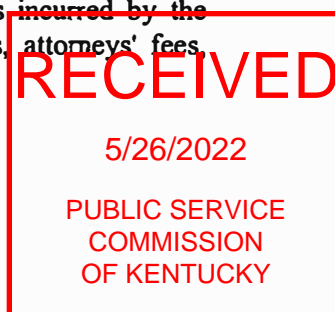


ARTICLE 14

14 LIABILITY AND DAMAGES

14.01 Whenever any liabilities, losses, costs, expenses, suits, actions, claims and all other obligations and proceedings whatsoever, including all judgments rendered against, fines or penalties are incurred by either or both of the parties hereto, or their respective employees, agents, contractors or subcontractors, including without limitation, injuries to persons, including disease or death, or damage to property, arising out of the joint use of poles under this Agreement, including the location of said poles, 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 by its sole negligence or by the sole negligence of its contractors or subcontractors or by its sole failure to comply at any time with the specifications referred to in Article 3 or solely by its contractor's or subcontractor's sole 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 property that are caused by the concurrent negligence of both parties hereto, the concurrent negligence of both parties respective contractors/subcontractors, the concurrent negligence of a party and the other party's contractor/subcontractor, or that are due to causes which cannot be traced to the sole negligence of either party, and each party will indemnify, protect and hold harmless the other party for such liability in any such instance.
- 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, however, 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 as a one-time non-refundable payment, 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, regardless of the final disposition 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 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, the parties shall consider the electric wires of the Electric Company to be energized, that working in the vicinity of the wires poses potential dangers and that the Telephone Company shall warn all of its employees, agents, contractors and subcontractors, or any other parties who may be working on behalf of the undersigned, of the potential dangers.
- f. The parties hereto agree to require their contractors and subcontractors to provide a release and indemnification of all claims for the benefit of the other joint user in the form attached hereto as Exhibit A. If one of the parties hereto fails to obtain the appropriate release and indemnification from its contractor/subcontractor, such party agrees to provide the same release and indemnification to the other party to this Agreement.
- g. In the event that one of the parties hereto is providing storm, emergency, or safety-related services for the benefit of the other party hereto and the party providing the service incurs any liability as referenced in this Article 14, the party receiving the service shall be responsible for any and all such liability.
- h. 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, and provide the maximum indemnity allowed by law. With respect to claims against one party by the other party's employees, the latter party agrees to expressly waive its immunity, if any, as a complying employer under the workers' compensation law but only to the extent that such immunity would bar or affect recovery under or enforcement of the indemnification obligations set forth in this Article. With respect to the State of Ohio, this waiver applies to Section 35, Article II of the Ohio Constitution and Ohio Revised Code Section 4123.74.

ARTICLE 15

15 INSURANCE

15.01 Each party performing work for the other party under this Agreement, shall take out and maintain throughout the term of this Agreement the following minimum Insurance:

- a. Worker's compensation insurance as statutorily required.



- b. Public liability and property damage liability insurance covering all operations under this Agreement for bodily injury or death not less than \$2,000,000 combined single limit covering bodily injury, death or property damage.
- c. Automobile liability insurance on all self-propelled vehicles used in connection with this Agreement whether owned, non-owned, or hired with public liability limits of not less than \$2,000,000 combined single limit covering bodily injury, death or property damage.

15.02 The policies of insurance shall be in such form and issued by such insurance carriers as are rated "A" or better. Each party shall furnish to the other party, within thirty (30) days of the execution of this Agreement, a certificate of insurance evidencing the party's compliance with the foregoing insurance requirements and stating the following:

- a. The coverage required whether claims made or occurrence and the limits on each, including the amount of deductibles or self-insured retentions.
- b. A statement that naming the other party as an insured or an additional insured (except for worker's compensation) on all policies.
- c. Specific cancellation language, as follows: "in the event of cancellation or modification of any said policies, the insuring company shall give the party to whom this certificate is issued thirty (30) days prior notice of such cancellation or modifications of any of the policies which may affect the other party's interests."

15.03 Each party may elect to self-insure in lieu of obtaining any of the insurance coverages required by this section if that party's net worth exceeds \$250,000,000. If either party self-insures, that party shall furnish to the other party, and keep current, evidence of such net worth. If either party self-insures, that party shall save and hold harmless and shall indemnify and defend the other party against all losses, costs (including reasonable attorney's fees), damages, and liabilities resulting from claims that would have otherwise been covered by the foregoing insurance requirements (including without limitation claims alleging negligence or breach of contract).

RECEIVED

5/26/2022

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ARTICLE 16

16 **DEFAULTS**

- 16.01 If either party shall be in substantial 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 granting of any further joint use. If such default shall continue for a period of ninety (90) 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, changes in, or upgrades to attachments of the defaulting party upon poles in joint use on the date of such termination.
- 16.02 If either party shall default in the performance of any work which it is obligated to do under this Agreement, the other party may, with a thirty (30) day advance written notice to the defaulting party, elect to do such work (for example, rearranging the defaulting party's attachments, including pole replacement, to result in attachments conforming to Article 3.01. Where pole replacement is required, the new pole shall be the property of the party performing the work unless the defaulting party wishes to retain ownership by paying the Total Cost of the new pole.), and the party in default shall reimburse the other party for the Total Cost thereof. Failure on the part of the defaulting party to make such payment within sixty (60) days after presentation of bills therefor shall, at the election of the other party, constitute a default under Article 16.01.
- 16.03 The defaulting party shall repay to the non-defaulting party, upon demand, any actual costs and expenses incurred by the non-defaulting party in successfully enforcing this Agreement.
- 16.04 All rights and remedies of the non-defaulting party set forth in this Agreement shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule or court, or the common law, either at law or in equity, or both.

ARTICLE 17

17 **ATTACHMENTS OF OTHER PARTIES**

- 17.01 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.
- 17.02 Attachments of other parties shall at all times be in conformity with Article 3.



17.03 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.

17.04 If there is insufficient space on a joint use pole to accommodate a third party, the third party shall be required to reimburse Owner and Licensee for all costs incurred by them in making such space available.

ARTICLE 18

18 WAIVER OF TERMS OR CONDITIONS

18.01 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 19

19 PAYMENT OF TAXES

19.01 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 20

20 BILLS AND PAYMENT FOR WORK

20.01 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 include the expense on the next quarterly billing summary if used or 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 sixty (60) days after such statement is presented, pay to the party doing the work such other party's portion of the cost of said work or submit in writing a reasonable dispute.

RECEIVED

5/26/2022

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ARTICLE 21

21 EXISTING AGREEMENTS

21.01 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 hereof, but such termination shall not extinguish any obligation arising prior to the effective date of this Agreement

ARTICLE 22

22 TERM OF AGREEMENT

22.01 Subject to the provisions of Article 16 Defaults, herein, this Agreement may be terminated by either party after the first day of January 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 and the rates, terms and conditions hereunder shall not be modified except upon the parties' mutual agreement in writing executed by a duly authorized representative of both parties.

ARTICLE 23

23 OPERATING ROUTINE

23.01 An Operating Routine shall be jointly prepared by the parties hereto, and shall be approved respectively by the one designated person responsible to administer joint use for the Telephone Company and the Electric Company. This routine shall be based on this Joint Use Agreement and shall give the detailed methods and procedures 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 mutual approval of the designated persons responsible to administer joint use for the Telephone Company and the Electric Company, provided such ~~changes do not~~ conflict with the terms of this Joint Use Agreement.

RECEIVED

5/26/2022

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ARTICLE 24

24 MISCELLANEOUS

- 24.01 Force Majeure. Neither party shall be considered in default in the performance of its obligations herein, or any of them, to the extent that performance is delayed or prevented due to the following causes which are beyond the control of said party: Acts of God or the public enemy, war, revolution, terrorism, civil commotion, blockade or embargo, fires, explosions, cyclones, floods, unavoidable casualties, quarantine, and restrictions.
- 24.02 Modifications of Agreement. No amendments or modifications to this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the parties.
- 24.03 Invalidity. If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable under any laws, rules or regulations of any governmental body or agency having jurisdiction thereof, any such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated herein.
- 24.04 Execution. The Agreement may be executed in two (2) counterparts, each of which so executed shall be deemed to be an original.
- 24.05 Headings. Headings used in this Agreement are inserted only for the convenience of the parties and shall not affect the interpretation or construction of this Agreement.
- 24.06 Electronic Communications. For the purpose of this Agreement, when notification or notice is specified to be given in writing to the other party in this Agreement, electronic communications may be used in place of paper forms if it is mutually agreed to by the parties and reflected as such in the Operating Routine.
- 24.07 Applicable Law. This contract shall be governed by and interpreted under the laws of the Commonwealth of Kentucky.

RECEIVED

5/26/2022

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

KENTUCKY POWER COMPANY

By: Timothy C. Mosler
1-21-05

KENTUCKY ALLTEL, INC.

By: Albert E. Burke
Albert E. Burke, Level 5
Vice President, Network Services
12-30-04



RELEASE AND INDEMNIFICATION OF ALL CLAIMS

In consideration of Kentucky ALLTEL, Inc. ("Telephone Co.") granting and providing Kentucky Power Company ("Electric Co.") and its contractors and subcontractors with access and/or permission to work on or in the vicinity of Telephone Co.'s facilities under the terms of that certain Joint Use Agreement between Telephone Co. and Electric Co. effective December 1, 2004, the undersigned, its employees, subcontractors or agents, agrees to release, indemnify, save harmless, and defend Telephone Co., or any of their affiliated or subsidiary companies, directors, officers, employees and agents (collectively Indemnities) from and against any losses, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings whatsoever, including without limitation, all judgments rendered against and all fines and penalties imposed upon Indemnities, and any reasonable attorney fees and any other costs of litigation (hereafter referred to as liabilities) arising out of injuries to persons including, disease or death or damage to property, caused by the undersigned, its employees, agents, subcontractors or any other parties whether connected to the undersigned or not, which are in any way attributable to the performance and prosecution of any work under the Joint Use Agreement. This release and indemnification shall specifically cover, but not be limited to, any liabilities arising out of any injury or damage due to working in the vicinity of or contacting Telephone Co.'s telephone lines and facilities.

The undersigned agrees to expressly waive the undersigned's immunity as a complying employer under the workers' compensation law of the jurisdictional state from indemnification. With respect to the contractors based in the State of Ohio, this waiver applies to Section 35, Article II of the Ohio Constitution and Ohio Revised Code 4123.74. The undersigned shall also hold Indemnities harmless from any workers' compensation claims by the undersigned's employees, agents, and contractors in accordance with the indemnity set forth in the first paragraph.

The undersigned hereby acknowledges that he has been warned that working in the vicinity of Telephone Co.'s facilities poses potential dangers and that the undersigned is aware of said dangers and will furthermore warn all employees, agents, subcontractors, or any other parties who may be working on behalf of the undersigned, of the potential dangers.

I have fully read this release and understand and consent to it in its entirety.

Name of Electric Company Contractor

RECEIVED

5/26/2022

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

RELEASE AND INDEMNIFICATION OF ALL CLAIMS

In consideration of Kentucky Power Company ("Electric Co.") granting and providing Kentucky ALLTEL, Inc. ("Telephone Co.") with access and/or permission to work on or in the vicinity of Electric Co.'s facilities under the terms of that certain Joint Use Agreement between Telephone Co. and Electric Co. effective December 1, 2004, the undersigned, its employees, subcontractors or agents, agrees to release, indemnify, save harmless, and defend Electric Co., directors, officers, employees and agents (collectively Indemnities) from and against any losses, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings whatsoever, including without limitation, all judgments rendered against and all fines and penalties imposed upon Indemnities, and any reasonable attorney fees and any other costs of litigation (hereafter referred to as liabilities) arising out of injuries to persons including, disease or death or damage to property, caused by the undersigned, its employees, agents, subcontractors or any other parties whether connected to the undersigned or not, which are in any way attributable to the performance and prosecution of any work under the Joint Use Agreement. This release and indemnification shall specifically cover, but not be limited to, any liabilities arising out of any injury or damage due to working in the vicinity of or contacting Electric Co.'s electric power lines and facilities.

The undersigned agrees to expressly waive the undersigned's immunity as a complying employer under the workers' compensation law of the jurisdictional state from indemnification. With respect to the contractors based in the State of Ohio, this waiver applies to Section 35, Article II of the Ohio Constitution and Ohio Revised Code 4123.74. The undersigned shall also hold Indemnities harmless from any workers' compensation claims by the undersigned's employees, agents, and contractors in accordance with the indemnity set forth in the first paragraph.

The undersigned hereby acknowledges that he has been warned that working in the vicinity of Electric Co.'s facilities poses potential dangers and that the undersigned is aware of said dangers and will furthermore warn all employees, agents, subcontractors, or any other parties who may be working on behalf of the undersigned, of the potential dangers.

I have fully read this release and understand and consent to it in its entirety.

Name of Telephone Company Contractor

