

**HIGH VOLUME
POLE ATTACHMENT APPLICATION PLAN**

between

KENTUCKY UTILITIES COMPANY

and

SPECTRUM MID-AMERICA, LLC

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

3/1/2024

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

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HIGH VOLUME POLE ATTACHMENT APPLICATION PLAN

This High Volume Pole Attachment Application Plan (“Plan”) is made as of the 30th day of January, 2024, by and between Kentucky Utilities Company (“KU” or “Licensor” or “Company”) and Spectrum Mid-America, LLC, a/k/a Charter Communications (“Charter” or “Licensee” or “Attachment Customer”), each a “Party” and together the “Parties.”

RECITALS

KU is an electric utility company providing services in Kentucky, including in and around the city of Lexington. KU offers pole attachment services under its Pole and Structure Attachment Charges Rate Schedule (“PSA Rate Schedule”), which is on file with and approved by the Kentucky Public Service Commission (“the Commission”) as part of KU’s Electric Service Tariff.

Charter is a cable television system operator and a broadband internet provider that desires to build a communications network within KU’s service area. Charter contemplates that its construction project will require a significant volume of Attachments to KU-owned poles (exceeding 1,000 poles per month), over the course of approximately two (2) years (the “Project”).

Charter further contemplates that the size of its Project, and the desired speed of completing its Project, will require High Volume Applications, as defined in the PSA Rate Schedule.

The Parties have entered into a Contract for Attachment to Company Structures (“Attachment Contract”), as defined in the PSA Rate Schedule, with an effective date of February 24, 2020.

The Parties enter into this Plan for purposes of (1) accommodating Charter’s intent to submit High Volume Applications as further set forth in Section 7.j. of the PSA Rate Schedule, and (2) establishing a plan of performance and cost reimbursement in connection with such High Volume Applications. The Parties recognize that the Project is of exceptional scope and this Plan is necessary and integral to completion of the Project.

The Parties recognize that this Plan is a special contract and that it must be filed with the Commission for review and approval before becoming effective.


AGREEMENT

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Capitalized terms used in this Plan shall have the meaning set forth in the PSA Rate Schedule and the Attachment Contract, unless otherwise defined herein.
2. **PSA Rate Schedule and Attachment Contract.** Except as expressly set forth otherwise in this Plan, the rates, terms and conditions set forth in the PSA Rate Schedule and the Attachment Contract between the Parties are adopted and herein. Any amendments to the PSA Rate Schedule and Attachment Contract, approved by the Commission, be adopted and incorporated as if fully set

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conflict between this Plan and either the PSA Rate Schedule or the Attachment Contract, this Plan shall control.

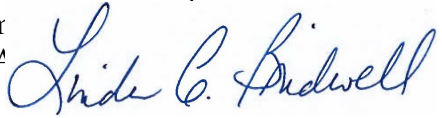
3. Scope. This Plan applies only to wireline attachments to Distribution Poles. This Plan does not apply to Wireless Facilities and does not apply to any Duct, conduit or other Structure (including but not limited to Transmission Poles,). To the extent Charter seeks to attach to any Structure other than a Distribution Pole, or seeks to attach Wireless Facilities to any Structure, it shall do so under the terms of the PSA Rate Schedule and the Attachment Contract.

4. High Volume Applications.

a. Ramp-Up. During the first thirty (30) day period of the Project, Charter may submit High Volume Applications for up to 1,000 poles. During the second thirty (30) day period of the Project, Charter may submit High Volume Applications for up to 1,750 poles. Thereafter, Charter may submit High Volume Applications for up to 2,500 poles during any thirty (30) day period. The purpose of this ramp-up schedule is to acclimate the Parties and their contract resources to the maximum volume of applications allowed under this Plan. The Parties agree to cooperate in good-faith for any revisions to, or extension of, this ramp-up period as necessary to achieve the objective stated in this Section 4.a. In addition, following the Ramp-Up described above, as Charter’s needs change because of future local, state or federal broadband grants, KU agrees upon thirty (30) days written notice from Charter to allow Charter to increase the number of poles in a High Volume Application up to a total of 3,500 poles per any thirty (30) day period, provided that KU will have thirty (30) days, following the original thirty (30) day notice, to ramp up to 3,000 poles and an additional thirty (30) days to ramp up to the 3,500 pole total.

b. Application Requirements. Each complete High Volume Application shall include: (1) the location and other identifying information for each pole (such as pole number) to which Charter seeks to make an Attachment; (2) a route map; (3) the physical attributes of all proposed Attachments, specifically, cable and strand weight and diameter; (3) a guying plan indicating the guy location to be used on the route; and (4) a prepayment for KU’s performance of the work set forth in 4.c below in the amount of \$75.00 per pole (the “Review Fee”). KU, in its reasonable discretion, may request additional information be included with the High Volume Application. Charter shall provide such additional information before KU further processes the High Volume Application.

c. Design Review. Within thirty (30) days after receipt of a complete High Volume Application, the Contract Designer(s), as described in Section 4.1(b), shall perform any survey, inspection, pole loading analysis, and other engineering necessary to determine whether and under what conditions the requested access will be granted, and (ii) notify Charter of any electric r as a condition of the approval of a High Volume A

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d. Contract Designers.

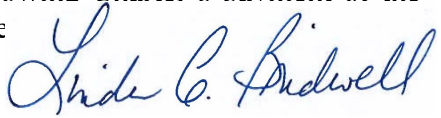
- i. In order to process the High Volume Applications anticipated in connection with the Project, KU will retain at least four (4) contract designers for the duration of the Project. If the actual cost for the contract designers exceeds Charter's prepayment of Review Fees, then Charter will reimburse KU for the difference upon presentation of an invoice for such amount. If the actual cost for the contract designers is less than Charter's prepayment of Review Fees, then KU will issue a refund for the difference. The invoices shall separately set forth the cost associated with the contract designers (including any overhead) and any oversight of such contract designers.
- ii. KU will engage additional contract designers as necessary to process Charter's High Volume Applications. If at any time, Charter anticipates applying for access to fewer poles than the number contemplated in Section 4.a. above, Charter may request in writing, with not less than thirty (30) days' notice, that KU reduce the number of contract designers accordingly at the beginning of the following month. Such notice shall state with specificity the anticipated volume of applications. In the event the number of contract designers is decreased, the number of poles for which Charter can submit High Volume Applications shall be reduced in the following manner: (1) for periods during which there are only three (3) contract designers dedicated to the Project, Charter shall submit High Volume Applications implicating no more than 1,875 poles within any thirty (30) day period; and (2) for periods during which there are only two (2) contract designers dedicated to the Project, Charter shall submit High Volume Applications implicating no more than 1,250 poles within a thirty (30) day period. KU may delay the reduction of contract designers in order to process the High Volume Applications already submitted to KU in accordance with the time frames provided for in this Agreement, but in no event will delay the reduction beyond sixty (60) days. After a decrease in the number of contract designers as set forth in this Section, Charter may subsequently request an increase in the number of contract designers for the following month, with not less than thirty (30) days' written notice.

5. Supply Space Make-Ready Contractors. The parties are coordinating to designate priority counties and identify Supply Space make-ready contractors (for KU onboarding) so that an adequate number of such contractors is available to perform the volume of Supply Space make-ready work identified below in a timely manner, once the first High Volume Applications are processed.

- a. Within fourteen (14) days upon completion of the work described in paragraph 4.c above, KU shall provide to Charter an estimate of any make-ready work. Approval of a High Volume Application is conditioned. Following Charter's payment of the estimate, Supply Space make-ready work shall proceed.

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- i. Performance of Supply Space Make-Ready. For any approved High Volume Applications requiring Supply Space make-ready, including rearrangement of KU facilities or replacement of KU poles (and transfer of KU facilities), KU shall perform or have a Supply Space make-ready contractor perform all such Supply Space make-ready. Supply Space make-ready shall be performed at the rate of 200 poles per month.
- ii. Installation of Attachments. Charter shall complete installation of its Attachments on KU poles within sixty (60) days of the later of the following: (i) approval of a High Volume Application; or (ii) if an approved High Volume Application requires make-ready work, completion of such make-ready work. In the event Charter does not complete installation within sixty (60) days, Charter will notify KU of the delay in installing, the reason for such delay and the need for an extension, including anticipated installation date, if known, and the parties shall work in good faith to reach a mutually acceptable installation time frame. Charter shall provide notice to KU of completion of installation of Attachments, with as-built drawings, within thirty (30) days of completion of installation.

- b. Election Not to Proceed. If Charter elects not to proceed with construction of any portion of an approved High Volume Application, Charter shall so notify KU in writing.
- c. Identification of Contractors. At all times while performing work on or near KU's poles, Charter shall cause its contractors to visibly identify themselves and their work vehicles as such.


6. Inspection and Corrective Action.

- a. Within sixty (60) days of notification of completion of installation as set forth in Section 5.c. above, and at Charter's expense (limited to expenses reasonably incurred by KU), KU shall conduct a post-construction inspection of all Attachments with the High Volume Application for the purposes of ensuring that such Attachments comply with all KU design and construction standards and applicable requirements of the NESC, NEC, and all other applicable codes and laws.
- b. The process for correcting any non-compliance with any such requirements discovered during such inspection shall be as set forth in Section 9.j. of the PSA Rate Schedule, except that if Charter fails to remediate any non-compliance within forty-five (45) days, the penalty set forth in Section 9.j. of the Rate PSA shall be 25% of KU's actual costs of to make the repairs or adjustments.

- 7. Regular Coordination Meeting. On a regular basis during the term of this Plan, but no less than twice per month, the Parties, through their designat meet in person, by telephone or by videoconference for th

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of the Project, resolving issues and other coordination necessary for the efficient completion of the Project.

- 8. Denial of Access. In the normal course, KU contemplates approving each High Volume Application submitted by Charter pursuant to this Plan. Nothing in this Plan, though, shall be interpreted as requiring KU to grant approval to make Attachments to any particular pole. KU may deny access to any pole for reasons of insufficient capacity, safety, reliability and generally applicable engineering concerns.
- 9. No Ownership Interest. No payment for materials or labor associated with Supply Space make-ready pursuant to this Plan shall establish any ownership interest in KU’s poles or other facilities. All such poles and facilities, including but not limited to those KU poles replaced by Charter pursuant to this Plan, shall be and remain the sole property of KU.
- 10. Unauthorized Attachments Above the Communications Space. In the event Charter makes an Unauthorized Attachment above the Communications Space, Charter shall pay a penalty of \$1,000 for each such Unauthorized Attachment notwithstanding the language of Section 19 of Rate PSA to the contrary.
- 11. Performance Assurance. The Parties anticipate that the Project will involve at least 20,000 KU poles over the course of a four-year period, and the Parties recognize that the size of the Project, along with the provisions set forth in this Plan to accommodate the Project, increases KU’s financial risk beyond the risk addressed in Section 24 (Performance Assurance) of the PSA Rate Schedule. Prior to submitting a High Volume Application, Charter shall furnish to KU, in addition to the surety bond required by the PSA Rate Schedule, a surety bond in the amount of one million dollars (\$1,000,000) (or increase its existing surety bond by \$1,000,000), which otherwise meets the requirements of Section 24 of the PSA Rate Schedule.
- 12. Revocation or Suspension of Plan; Safety. In the event KU repeatedly discovers unauthorized work in the Supply Space, Unauthorized Attachments or other violations of KU’s safety standards, or if Charter’s Attachments repeatedly fail the post-construction inspection, or if Charter repeatedly submits incomplete applications, KU may in the exercise of its reasonable discretion revoke or suspend this Plan, or restart the Ramp-Up period set forth in Section 4.a. above, upon thirty (30) days written notice to Charter.
- 13. Term and Termination. The initial term of this Plan shall be for two (2) years from the effective date, unless earlier terminated by either Party due to default by the other (and failure to cure such default within thirty (30) days written notice, unless cure within thirty (30) days is not possible, in which case, the defaulting Party shall have a reasonable period to cure under the particular circumstances). This Plan shall automatically renew for successive six (6) month terms unless either Party gives notice of termination sixty (60) days prior to expiration of the initial term or any successive term. Notwithstanding the foregoing or anything to the contrary herein, either Party may terminate this Agreement for any reason upon sixty (60) advance written notice to the c

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- 14. Supplemental Operating Procedures. The Parties recognize that, during the course of the Project, it may become necessary to implement mutually beneficial supplemental operating procedures. Nothing herein, or in the Customer Attachment Agreement or the PSA Rate Schedule, shall prevent the Parties from adopting supplemental operating procedures as deemed mutually beneficial for purposes of completing the Project.
- 15. No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of KU and Charter and, where permitted, their respective successors and assigns. Nothing in this Plan or in any approved High Volume Application shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity.

IN WITNESS WHEREOF, the Parties have caused this Plan to be duly executed by their authorized officers.

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By: 
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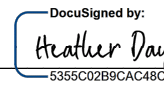
Name: Daniel Hawk

Title: Director - Distribution System Operation

Date: 1/31/2024 | 7:34 AM EST

SPECTRUM MID-AMERICA, LLC

BY: CHARTER COMMUNICATIONS, INC, Its Manager

By: 
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Name: Heather Day

Title: AVP, Field Operations

Date: 1/31/2024 | 7:31 AM EST

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