

POLE AND ANCHOR ATTACHMENT TARIFF

POLE AND ANCHOR ATTACHMENT TARIFF

P.S.C. KY NO. 7

WINDSTREAM KENTUCKY WEST, LLC

Original Title Page 1

REGULATIONS, RATES AND CHARGES

Applying to Pole and Anchor Attachments within the operating territory of Windstream Kentucky West, LLC in the State of Kentucky.

Date of Issue: July 7, 2016

Date Effective: July 17, 2016

Issued By: Chris Cranford

Title: Product Manager – Pricing & Tariffs

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____



POLE AND ANCHOR ATTACHMENT TARIFF

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Original Sheet 1

1. POLE AND ANCHOR ATTACHMENTS

1.1 Regulations

These regulations apply to attachments to poles and anchors within the operating territory of Windstream Kentucky West, LLC in the State of Kentucky.

A. Definitions of Terms

Anchor - an assembly (rod and fixed object or plate owned by the Company) designed to resist the pull of a guy strand, for which the Company is responsible for authorizing the attachment of the customer's cable television facilities.

Anchor Attachment - a guy strand attached to an anchor.

CATV - Community Antenna Television.

Company (the Company) - Windstream Kentucky, Inc.

Customer - the person, firm, corporation or other legal entity authorized by the Company to attach its CATV facilities to poles and anchors.

Customer's CATV Facilities - all facilities, including but not limited to cables, equipment and associated hardware, owned and utilized by the customer for distribution or rebroadcast of television signals to end users over a co-axial wireline distribution system attached to a pole or anchor.

Pole - a pole owned by the Company or a pole owned by others for which the Company has the right to permit others to attach in the communications space.

Pole Attachment - any item of the customer's CATV system facilities affixed to a pole.

B. Undertaking of the Company

1. Scope

Subject to the provisions of this tariff, the Company will authorize the attachment of a customer's CATV facilities to a pole or anchor for lawful CATV purposes.

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1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

B. Undertaking of the Company (Continued)

2) Limitations

No use, however extended, of a pole or anchor or payment of any charges required under this tariff shall create or vest in the customer any easements of any ownership or property rights of any nature in such pole or anchor.

Nothing contained in this tariff shall be construed to compel the Company to construct, reconstruct, retain, extend, repair, place, replace or maintain a pole, anchor or other facilities for use by a customer that is not needed for the Company's own service requirements, except where the customer agrees to reimburse the Company for the costs incurred in making such additions or repairs.

Nothing contained in this tariff shall be construed as a limitation, restriction or prohibition against the Company with respect to any agreement and arrangement which the Company has heretofore entered into, or may in the future enter into, with others not covered by this tariff regarding the poles or anchors covered by this tariff. The rights of the customer shall at all times be subject to any such existing and future agreement or arrangement.

3) Liability and Damages

The Company reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. The Company shall not be liable to a customer for any interruption to service of the customer or for interference with the operation of the cables, equipment and facilities of the customer arising in any manner, except as a result of the Company's sole negligence, out of the use of the Company's poles.

4) Termination of Authorizations

a) Authorizations for pole and anchor attachments granted under the provisions of this tariff may be terminated by the Company if:

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1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

B. Undertaking of the Company (Continued)

4) Termination of Authorizations ((Continued))

a) (Continued)

the customer's insurance or bonding carrier shall at any time notify the Company that the policies of insurance or bonds, as required by Section 1.1.C.2) following, will be canceled or, changed so that those requirements will no longer be satisfied; or

any authorization which may be required by any governmental or private authority for the construction, operation and maintenance of the customer's CATV facilities is denied or revoked; or

the customer's CATV facilities are used or maintained in violation of any law or in aid of any unlawful act or undertaking; or

the customer ceases to have authority to construct and operate its CATV facilities on public or private property at the location of a particular pole or anchor covered by an authorization; or

the customer fails to comply with any of the provisions of this tariff or defaults in any of its obligations hereunder; or

the customer ceases to provide its CATV services in the area covered by this tariff.

b) The Company will promptly notify the customer in writing of any condition(s) applicable in 1) preceding. The customer shall take immediate corrective action to eliminate any such condition(s) and shall confirm in writing to the Company within (30) days following receipt of such written notice that the cited condition(s) has ceased or been corrected. If the customer is to discontinue or correct such condition(s) and fails to give the required written confirmation to the Company within the time period required, the Company may immediately terminate the attachment authorization(s) affected by the condition(s).

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1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

B. Undertaking of the Company (Continued)

5) Notices

All written notices required under this tariff shall be given by posting the same in first class mail.

C. Obligation of the Customer

1) Legal Requirements

The customer shall submit to the Company evidence of the customer's lawful authority to place, maintain and operate its CATV facilities within public streets, highways, and other thoroughfares and shall secure any necessary permits and consents from Federal, State, County, and Municipal authorities and from the owners of property to construct, maintain and operate CATV facilities at the locations of poles of the Company which it uses.

The customer shall at all times observe and comply with the provisions of this tariff and is subject to all laws, ordinances and regulations which in any manner affect the rights and obligations of the Company or the customer, so long as such laws, ordinances or regulations remain in effect.

2) Claims, Damages and Required Insurance

The customer shall exercise special precautions to avoid damaging the Company's cables, equipment and facilities, and those of others occupying the Company's poles and the customer shall assume all responsibility for any and all loss for such damage caused by the customer's, or its agent's, negligence. The customer shall make an immediate report to the Company of the concurrence of any such damage and shall reimburse the respective owners for the expense incurred in making repairs.

The customer shall carry liability insurance, or an indemnity bond to protect the Company and the public from and against any and all claims, demands, actions, judgments, costs, expenses, and liabilities of every kind and nature which may arise or result directly or indirectly, from or by reason of such loss, injury or damage, caused by the joint negligence of the Company and the customer or by the sole negligence of the customer. The

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1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

C. Obligation of the Customer (Continued)

2) Claims, Damages and Required Insurance (Continued)

amounts of such insurance or bond against liability due to damage to property shall be no less than \$100,000 as to any one accident and \$300,000 aggregate, and against liability due to injury to or death of persons no less than \$300,000 as to any one person and \$500,000 as to any one accident. The customer shall also carry such insurance as will protect it from all claims under any Workmen's Compensation laws in effect that may be applicable to it. All insurance required shall remain in force for as long as the customer's CATV facilities are attached to the Company's poles or anchors and the insurance or bonding company or companies issuing such insurance or bonds shall be approved by the Company. The customer shall submit to the Company certificates by each insurance or bonding company insuring or bonding the customer to the effect that it has insured or bonded the customer for all liabilities of the customer under this tariff and that it will not cancel or change any policy of insurance or bond issued to the customer except after thirty (30) days written notice to the Company.

D. Attachment and Occupancy Applications

Before the customer shall attach to a pole or anchor, the customer shall make written application for and have received written authorization therefore from the Company.

E. Make-Ready Requirements

When an application for attachment to a pole and/or anchor is submitted by a customer, a pre-authorization survey will be required to determine the existing adequacy of the pole and anchor to accommodate the customer's CATV facilities. Utilization of the available capacity of an existing anchor when such utilization does not result in a reduction of the holding capacity below the level normally required by the Company for safety, or other purposes, will be permitted upon agreement by the customer to pay the charges specified in Section 1.2 following. The field inspection portion of the pre-authorization survey, which requires the visual inspection of existing poles and anchors, will be performed by the Company (with optional participation by the joint user and/or the customer). The Company will advise the customer in writing of the estimated charges

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1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

E. Make-Ready Requirements (Continued)

that will apply for such pre-authorization survey and the make-ready costs to be incurred by the Company. The Company must receive written authorization from the customer before undertaking any portion of the pre-authorization survey or make-ready work.

The administrative processing portion of the pre-authorization survey, which includes the processing of the application, the preparation of the make-ready work orders, the coordination of work requirements and schedules with joint users and other customers will be performed by the Company.

In the event the Company determines that the existing pole or anchor attachments, on any pole to which the customer desires to make attachments, needs rearrangement to support or accommodate the customer's proposed attachments in accordance with the specifications set forth in Section 1.1.F., the Company will indicate on the application the changes necessary to ensure that the customer's proposed attachments are in accordance with Section 1.1.F., and the estimated cost thereof, and return it to the customer. If the customer desires that such changes be made and returns the application marked to so indicate, the Company will make such changes and bill the customer in accordance with the terms of this tariff. The customer shall also be obligated to reimburse the owner or owners of the other facilities or attachments on the Company's poles or anchors, to which the customer wishes to make its attachments, for any expense incurred by it or them in transferring, or rearranging its or their facilities or attachments to accommodate the customer's proposed attachments.

In the event the Company, through its field inspection or other means, determines that the poles or anchors to which the customer wishes to attach its CATV facilities are inadequate to permit the customer's proposed attachments, or there is insufficient usable space thereon to permit such attachments, using the specifications set forth in Section 1.1.F. as a reference, and such inadequacy or lack of sufficient usable space can only be remedied by the replacement of the Company's poles or anchors, or by the addition of more poles or anchors, the Company will notify the customer of the expense of replacing or adding the needed facilities. If asked to do so by the customer, the Company will proceed to replace or add the facilities required to accommodate the customer's proposed attachments. In such case the customer shall be obligated to

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1.1 Regulations (Continued)

E. Make-Ready Requirements (Continued)

reimburse the Company for the expenses it incurs in replacing or adding these facilities according to the terms of Section 1.2 of this tariff.

Made-ready work will be performed following receipt by the Company of the required advance payment. The customer shall pay the Company for all make-ready work completed in accordance with the provisions of this tariff and shall also make arrangements with the owners of other facilities attached to such poles or anchors regarding reimbursement for any expense incurred by them in transferring or rearranging their facilities to make such attachment accommodations available. The customer shall not be entitled to reimbursement of any amounts paid to the Company for pole or anchor replacements or for rearrangements of facilities on a pole or anchor by reasons of the use by the Company, joint user, governmental entity or other authorized users of any additional capacity resulting from such replacement or rearrangement.

F. Construction, Maintenance and Removal of Customer Facilities

The customer's cables, equipment and facilities shall be placed and maintained in accordance with the requirements and specifications of this section of this tariff. Unless different standards are specified herein the provisions of the National Electrical Code (1981 edition) and the National Electrical Safety Code (1981 edition), and any amendments thereto or replacements thereof, shall be applicable. Any of the customer's cables, equipment and facilities not in compliance with this section shall be brought into compliance within six months.

The customer shall at its own expense, make and maintain its pole and anchor attachments in a safe condition and in thorough repair, and in a manner acceptable to the Company, and so as not to conflict with the use of said poles by the Company or by other authorized users of said poles or anchors or interfere with other facilities thereon or which may from time to time be placed thereon. The customer shall, at its own expense, upon two (2) days advance notice from the Company, relocate and replace its facilities placed on said poles or anchors, or transfer them to substituted poles or anchors, or perform any other work in connection with said facilities that may be required by the Company; provided, however, that in cases of emergency, the Company may arrange to relocate or replace the

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1.1 Regulations (Continued)

F. Construction, Maintenance and Removal of Customer Facilities (Continued)

attachment placed on said poles or anchors by the customer, transfer them to substituted poles or anchors, or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles or anchors, or of the facilities thereon, or which may be placed thereon, or for the service needs of the Company, and the customer shall reimburse the Company for the expense thereby incurred. Attachments of the customer to poles or anchors of the Company as mentioned herein shall be understood to include attachments of the customer in space reserved for the Company, or space which the Company has the right to use, on poles of other companies, with which the Company now has or may hereafter have agreements for joint use and occupancy; and the use of such space by the customer shall be subject to the terms and conditions of the agreements between the Company and said other companies.

1) Attachment to Poles and Anchors

This section is an integral part of this tariff and contains certain minimum requirements and specifications governing the attachment of cables, equipment and facilities of the customer to poles and anchors owned by the Company.

a) General

The customer is responsible for the proper design, construction and maintenance of its attachments. Attachments generally will be limited to strand-supported cable, service drops, terminals and necessary appurtenances deemed by the Company to be suitable for pole or anchor mounting.

Any rearrangements of the Company's facilities or replacement of poles required to accommodate the customer's attachments shall be done by the Company or a contractor authorized by the Company.

The fees and charges specified in Section 1.2 shall be applicable to all attachments made by the customer, without regard to the methods of attachment used.

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1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

F. Construction, Maintenance and Removal of Customer Facilities (Continued)

1) Attachment to Poles and Anchors (Continued)

a) General (Continued)

The customer's attachments shall be plainly identified by appropriate marking satisfactory to the Company.

The customer's workmen shall assure themselves that any pole to be climbed has sufficient strength or is adequately braced or guyed to support the weight of the workmen.

All requirements of the National Electrical Safety Code referred to herein shall mean the 1981 edition of such code, or any later amendment or replacement thereof, and shall include any additional requirements of any applicable Federal, State, County or Municipal code. References to simply the Safety Code, or to N.E.S.C., have the same meaning.

While many of the standards and technical requirements for the Customer's cable, equipment and facilities are set forth herein, the Company reserves the right to specify the type of construction required in situations not otherwise covered in this Tariff. In such cases, the Company will in its discretion furnish the customer written materials which may specify and explain the required construction.

b) Voltage, Power, and Electrical Interference

The customer's attachments shall not use or carry voltages or currents in excess of the limits prescribed for communications conductors by the National Electrical Safety Code. However, all parts of the customer's attachments carrying voltages in excess of 50 volts AC (rms) to ground or 135 volts DC to ground, except for momentary signaling or control voltages, shall be enclosed in an effectively grounded, sheath or shield. All energized parts of the customer's attachments shall be suitably covered to prevent accidental contact by the general public, the customer's workmen or workmen of another customer or utility having facilities on the same pole.

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1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

F. Construction, Maintenance and Removal of Customer Facilities (Continued)

1) Attachment to Poles and Anchors (Continued)

b) Voltage, Power, and Electrical Interference (Continued)

The Company shall determine whether the customer's attachments cause or may cause electrical interference with the Company's communications facilities. The customer shall on demand of the Company, correct immediately at the customer's expense any such interference including, if necessary, removal of the attachments causing the interference.

No attachment shall use the earth as the sole conductor for any part of the circuit.

The customer shall not circumvent the Company's corrosion mitigation measures (e.g., short circuit insulating joints).

c) Grounding and Bonding

All power supplies shall be grounded. The neutral side of the power drop shall be continuous and not fused. The neutral line shall also be bonded to the power supply cabinet. The cabinet shall be connected to an earth ground at the pole. In areas where a power utility has a ground wire running down the pole, the cabinet can be connected to it if the power utility permits. When a power utility vertical ground wire is not available, the customer must place a ground rod. All cabinets, housings and metal socket bases on a common pole shall be bonded to each other, to the Company's strand and to the customer's strand.

Where two or more aerial suspension strands are located on the same pole, the suspension strands shall be bonded together. Where the customer has been authorized to attach the bond wire to the Company's strand, the customer is responsible for completing the bond. If the customer is not authorized to attach to the Company's strand, the customer shall attach the bonding wire to its strand and leave a sufficient length of wire to allow the Company to complete the bond. Where the strands of two or more

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1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

F. Construction, Maintenance and Removal of Customer Facilities (Continued)

1) Attachment to Poles and Anchors (Continued)

c) Grounding and Bonding (Continued)

customers are to be bonded together, the customer placing the last strand, if authorized to do so by the other customers, shall make both connections. Where such authorization is not granted by the customer owning the existing strand, the customer shall attach the bonding wire to its strand and leave enough wire to permit making a connection to the other strand. In such cases, the customer owning the existing strand shall be responsible for completing the bonding.

Suspension strands at trolley feeders and trolley contact wires located on the same street shall be bonded at the first, last and every intermediate fifth poles until the remaining section between bonds is not more than eight or less than four spans. At other locations, the strands shall be bonded at the first, last and every intermediate tenth poles until the remaining section between bonds is not more than thirteen or less than four spans. Strands shall be bonded at or near the first pole on each side of underground dips or trolley wire crossovers.

Strands attached to the same bolt do not have to be bonded.

Where a customer's strand leaves a pole which carries other strands supporting communications cables, and the customer's strand continues to a pole carrying power facilities but no communication facilities of the Company, the customer's cable shall be:

Bonded to the other communications strands on the pole that it leaves, and

Bonded to an effective ground preferably within two spans but not greater than ten (10) spans, after leaving said pole, and

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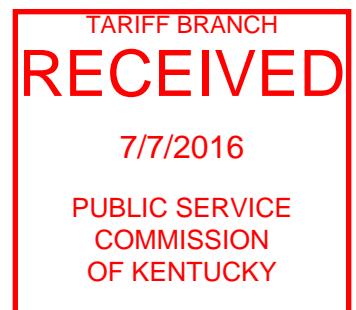
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1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

F. Construction, Maintenance and Removal of Customer Facilities (Continued)

1) Attachment to Poles and Anchors (Continued)

c) Grounding and Bonding (Continued)

Bonded with a No. 6 solid, soft-drawn copper wire. The wire must be attached to the strand with an approved clamp, such as lashing wire clamp, designed for attachment to each specific size of strand involved (for example, Chance Lashing Wire Clamp, Catalog Number 9000, or equivalent).

Strands supporting drop wire shall be bonded to the cable suspension strand.

d) Clearances

The customer's attachments are subject to the same clearances as communications facilities and shall meet all of the pertinent clearance requirements of the Safety Code. Safety Code rules covering the most commonly encountered conditions are listed below.

	NESC 1981 Edition <u>General Rule</u>
Vertical clearance on poles jointly occupied by communication facilities and power facilities	235
Mid-span clearances between communication facilities and power facilities	238
Crossing clearances of facilities carried on different supports	233
Clearances from street light brackets and associated wiring	238
Clearances of conductors from another line	233
Clearances of vertical and lateral conductors from other wires and surfaces on the same support	239

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1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

F. Construction, Maintenance and Removal of Customer Facilities (Continued)

1) Attachment to Poles and Anchors (Continued)

d) Clearances (Continued)

NESC 1981 Edition
General Rule

Clearances in any direction from line conductors and supports, and to vertical and lateral conductors, span or guy wires, attached to the same support

235

Vertical clearance of wires above ground, rails or water

232

*Minimum Telephone Co. pole attachment 20 feet above ground.

e) Location and Spacing

The Company shall specify the location of the customer's attachments on each pole, including the location of the customer's riser cables.

The minimum vertical separation between the customer's suspension strand and the Company's suspension strand when located on the same side of the pole shall be twelve (12) inches. Where agreement with the power utility permits the placing of cables on both sides of the pole, the vertical separation between the strands may be reduced if the diagonal separation between strands will be twelve (12) inches or more. Separation between the bolt holes shall in any event be at least four (4) inches. The customer's suspension strand and cable shall be located above the Company's facilities unless the Company permits otherwise.

The minimum separation between the customer's and the Company's suspension strands specified herein also applies between the customer's strand and the suspension strand of another customer, and between two or more strands of the

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1.1 Regulations (Continued)

F. Construction, Maintenance and Removal of Customer Facilities (Continued)

1) Attachment to Poles and Anchors (Continued)

e) Location and Spacing (Continued)

customer; provided, however, that the customer may agree with another customer to reduce the separation between their respective strands. Separation between the bolt holes must in any event be at least four (4) inches.

When the customer's strand is above the Company's strand, the customer's strand-mounted equipment housings and cable drip loops shall be placed at least six inches above the Company's facilities.

Power supply cabinets and other pole-mounted equipment shall not be permitted below the Company's facilities on a pole where any of the following are present:

Underground riser cable or pipe.

Cross-connecting terminal.

Pole-mounted distribution terminal.

Pole-mounted closure.

Apparatus case.

Air dryer.

Other equipment of size that would impair climbing or working space if an additional pole-mounted facility was installed.

The customer shall be required to place all of its attachments, including amplifiers, power supplies, terminals, splitters and taps, so as not to interfere with climbing space, as defined in the National Electrical Safety Code (Rule 236).

Where by mutual agreement with the power utility, attachment of cables to both sides of the pole is permitted, two customers may employ a common through bolt

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1.1 Regulations (Continued)

F. Construction, Maintenance and Removal of Customer Facilities (Continued)

1) Attachment to Poles and Anchors (Continued)

e) Location and Spacing (Continued)

provided one customer accepts, in writing, the responsibility for maintaining the bolt. N.E.S.C. climbing space requirements must be maintained by all parties.

The customer shall not attach its facilities, except the termination of the bond wire when authorized, to the Company's strand or suspension bolt.

Through bolts may not be placed less than 10 inches from the top of the pole.

f) Loading

The customer shall furnish to the Company the details as to the ultimate strength tension at 60° and maximum tension in its suspension strand or conductor under the applicable storm loading specifications in the Code.

The customer shall furnish to the Company details as to the weight and size of its cables, suspension strands and/or conductors, with and without the ice loading, as specified by the National Electrical Safety Code (Rule 251) or appropriate local code for the loading area concerned. N.E.S.C. Rule 250 covers the degree of loading (light, medium, heavy) appropriate in different sections of the country. Where a local code designates a heavier degree of loading than the N.E.S.C., the local requirements shall govern.

The customer may lash its cable to the strand of another customer where this is acceptable to all other customers involved and to the Company. Maximum tension of the customer's strand shall not exceed 60% of the breaking strength under applicable storm loading, as defined by the National Electrical Safety Code (Rule 251). Where local codes designate a heavier degree of loading than the N.E.S.C., the local requirements shall govern.

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1.1 Regulations (Continued)

F. Construction, Maintenance and Removal of Customer Facilities (Continued)

1) Attachment to Poles and Anchors (Continued)

g) Guying and Stepping

Guying will be required on poles where the total unbalanced load, including the tension due to the customer's attachments under the appropriate storm loading prescribed by the National Electrical Safety Code (Rule 251), exceeds 200 pounds unless the pole was designed as an unguyed corner pole and the pole has adequate strength and stability, in the opinion of Licensor, to withstand the additional load.

Guys, when required, shall be of such material and dimensions as to provide adequate strength to withstand the transverse loads specified in the National Electrical Safety Code (Rule 252B), and the longitudinal load assumed in the Code (Rule 252C). Guys on poles which also support power facilities shall be in compliance with the National Electrical Safety Code (Rule 261C). On poles supporting communications facilities only, guying shall be in compliance with Grade C construction requirements of the Code.

Guy guards shall be installed in compliance with N.E.S.C. Rule 282E (Supplement 1).

The customer may attach its guy to the Company's anchor rods where the Company specifically authorizes it in writing.

More than one customer may use a common guy to sustain their combined load.

Guys shall be installed or grounded as specified in the Safety Code (Rules 282 and 283). The customer's guys shall not short circuit the Company's guy insulators.

Material used for guys shall be compatible from a corrosion standpoint with the hardware to which it is attached.

Date of Issue: July 7, 2016

Date Effective: July 17, 2016

Issued By: Chris Cranford

Title: Product Manager – Pricing & Tariffs

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____



POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 17

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

F. Construction, Maintenance and Removal of Customer Facilities (Continued)

1) Attachment to Poles and Anchors (Continued)

g) Guying and Stepping (Continued)

Where the Company determines that because of the customer's activity on a pole, the pole must be stepped, or if the customer requests that a pole be stepped for the customer's convenience, the Company will have the pole stepped at the customer's expense. The Company will determine the extent, method and manner of stepping required in view of the facilities located on the pole, safety requirements and the hazards of stepping any particular pole.

2) Inspections of Customer's Installations

The Company reserves the right to make periodic inspections of any part of the cable, equipment and facilities of the customer on its poles or anchors and in the vicinity of such cable, equipment and facilities. Inspections will not be made more often than once a year and upon notice to the customer unless, in the Company's judgment such inspections are required for reasons involving safety or are required because of a violation of the terms of this tariff by the customer.

If, upon inspection of the customer's pole or anchor attachments, the Company discovers substandard, incomplete or defective attachments, the customer shall, at its own expense, correct those attachments so identified by the Company. However, if the customer fails to correct such attachments, after having been reasonably notified of their substandard, incomplete or defective condition, the Company may correct these attachments without liability, and the expense of correcting these attachments shall be borne by the customer.

G. Unauthorized Attachment or Occupancy

If any of the customer's CATV facilities shall be found attached to a pole or anchor for which there is no authorization outstanding, the Company, without prejudice to its other rights or remedies under this tariff, including termination of authorization(s), may impose a charge equal to twice the amount of the tariff charges set forth

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Original Sheet 18

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

G. Unauthorized Attachment or Occupancy (Continued)

herein for such attachment and make-ready work, and require the customer to submit in writing, within (15) days after receipt of written notification from the Company of the unauthorized attachment, a pole or anchor attachment application. If such application is not received by the Company within the specified time period, the customer may be required to remove its unauthorized attachment within (30) days of the final date for submitting the required application, or the Company may at its option remove the customer's facilities without liability, and the expense of such removal shall be borne by the customer.

For the purpose of determining the applicable charge, all unauthorized pole or anchor attachments shall be treated as having existed since the first day following the most recent inspection and twice the amount of the rates specified in Section 1.2 following shall be due and payable forthwith.

H. Termination of Attachments

Upon notice from the Company to the customer that the use of the pole or anchor is not authorized by Federal, State, County or Municipal authorities or private property owners, the customer shall remove its cables, equipment and facilities at once from the affected poles or anchors, or shall make arrangements for the removal of its cable, equipment and facilities at the customer's expense.

The customer may at any time remove its facilities from any of the Company's poles or anchors, but shall immediately give the Company written notice of such removal. In the event the customer's cables, equipment and facilities shall be removed from any pole as provided by this tariff, no attachment, shall again be made to such pole unless the customer shall have first complied with all of the provisions of this tariff as though no such attachment had previously been made.

If the customer shall fail to comply with any of the terms or conditions of this tariff, or default in any of its obligations under this tariff, and fail within thirty (30) days after written notice from the Company to correct such default or noncompliance, the Company may, at its option, require the customer to forthwith remove all of its pole and anchor attachments.

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Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 19

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.2 Rates and Charges

A. General

1) Computation

For the purpose of computing the total attachment fees due, the total fee shall be based upon the number of poles or anchors contacted, whether in service or not in service, on the first day of June and the first day of December of each year.

The first advance payment of the annual charge for attachments shall be prorated from the date that the attachment is made to the pole or anchor to the first regular payment date.

"Drop" contacts shall only be cumulatively reported on or before the first day of June and the first day of December for the preceding six (6) months. Applications for "drop" need not be submitted except on the above semi-annual dates.

Upon termination of an attachment, the applicable attachment fee shall be prorated for the period during which the attachment was made to the Company's pole or anchor during the final semi- annual period and shall be credited to the customer; provided, however, that there shall be no proration of an attachment fee if the attachment is terminated as a result of any act or omission of the customer in violation of this tariff.

2) Payment Dates

Attachment fees shall be due and payable semi-annually in advance, on the 30th day of January for the first half of the calendar year and on the 30th day of July for the last half of the calendar year. Failure to pay such fees within 30 days after presentment of the bill therefor or on the specified payment date, whichever is later, shall constitute a failure of the customer to comply with the provisions of this tariff and shall result in termination of authorization as specified in Section 1.1.B.3) of this tariff.

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Original Sheet 20

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.2 Rates and Charges (Continued)

B. Rates

	<u>Semi-Annual Rate</u>
Pole Attachments	
Two-User Poles, per pole	\$3.40
Three-User Poles, per pole	\$2.75
Anchor Attachments	
Two-User Anchors, per anchor	\$4.58
Three-User Anchor, per anchor	\$3.05

C. Other Charges

All charges for rearrangement or removal of the customer's facilities from the Company's poles and anchors, and any other work performed for the customer shall be based upon the full cost and expense to the Company for performing such work. The cost to the Company shall be determined in accordance with the regular and customary methods used by the Company in determining such costs.

The charge for replacement of poles shall include the total cost thereof, including the cost of transferring the Company's facilities from the old to the new poles, less the salvage value of any pole that is replaced.

All bills for such other charges shall be payable upon presentation to the customer, and shall be deemed delinquent if not paid within 30 days after presentation to the customer. Failure of the customer to pay such fees within 30 days after presentment of the bill therefor shall constitute a failure of the customer to comply with the provisions of this tariff and shall result in termination of authorization as specified in section 1.1.B.3) of this tariff.

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