

POLE ATTACHMENT TARIFF

WINDSTREAM KENTUCKY WEST, LLC

P.S.C. KY NO. 11

ORIGINAL TITLE PAGE 1

*This tariff, No. 11 issued by Windstream Kentucky West, LLC
replaces in its entirety P.S.C. KY No. 10 issued by
Windstream Kentucky West, LLC*

REGULATIONS, RATES AND CHARGES

Applying to Telecommunications, Broadband & CATV Pole Attachments within the operating territory of Windstream Kentucky West, LLC in the State of Kentucky. **(C)**

Date of Issue: July 31, 2024
Issued By: /s/ Lynn Hughes, Director-Carrier Interconnect
By Authority of Order of the Public Service Commission
In Case No. 2023-00416 Dated June 3, 2024
Effective Date: Service rendered on and after August 31, 2024

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 8/31/2024 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

POLE ATTACHMENT TARIFF

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S1. POLE ATTACHMENT TERMS

S1.1 Application of Tariff

This Tariff contains regulations and charges applicable to the provision of Attachment space for placement of telecommunications, broadband and cable television facilities on Poles of the Telephone Company (“Licensor”). (C)

The terms and conditions contained herein apply where the Telecommunications Carriers, Broadband Provider or Cable Television System Operator (each a “Licensee”), as a customer of the Licensor, proposes to install coaxial or other types of television distribution cables, amplifiers and drop wires, wires and appliances together with associated cable messengers, anchors and other appurtenances (hereinafter sometimes collectively called the "equipment") and desires to attach such equipment to Poles of the Licensor. (C) (C)

Licensor’s forms, contact information and construction standards are located at <https://www.windstream.com/about-windstream/legal/Kentucky-Pole-Attachments>. (N) (N)

S1.2 Definitions

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.

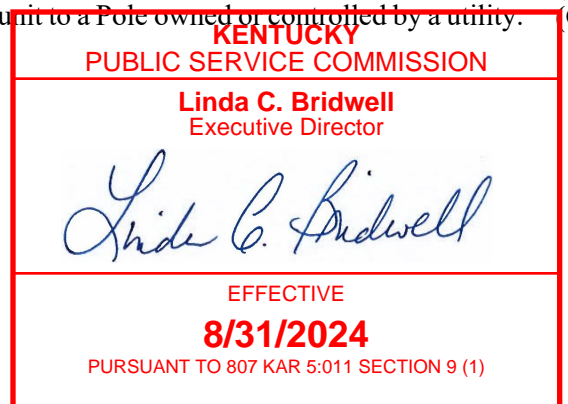
Anchor Attachment - a guy strand attached to an anchor.

Application for Pole License - A written request submitted in the form of the Attachment application available on Windstream’s website (URL listed in S1.1) requesting authorization to attach Licensee owned facilities to Poles in accordance with this Tariff. (C) (C)

Approved Contractor – a contractor approved by Licensor and if Licensor has not objected to a contractor within ten (10) days of Licensee’s written request (which may be via email or other electronic means) for Licensor’s Tariff to add the contractor, such contractor shall be deemed an “Approved Contractor” provided such contractor meets the Contractor Minimum Qualification Requirements set forth in 47 CRF 1.1412 (c) as amended by the Third Report and Order and Declaratory Ruling (FCC-18-111) released on August 3, 2018. However, Licensor reserves the right to remove any contractor from the list of Approved Contractors for violations of this Tariff or if Licensor reasonably determines that the contractor does not meet the Contractor Minimum Qualification Requirements.

Attachment(s) – Means any Attachment by a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit to a Pole owned or controlled by a utility. (C) (C)

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S1. POLE ATTACHMENT TERMS

S1.2 Definitions (Cont'd)

Broadband Internet Provider –

- a) Means a person who owns, controls, operates, or manages any facility used or to be used to offer internet service to the public with download speeds of at least twenty-five (25) megabits per second and upload speeds of at least three (3) megabits per second; and (C)
- b) Does not mean a utility with an applicable joint use agreement with the utility that owns or controls the Poles to which it is seeking to attach. (C)

Broadband Service – internet service offered to the public with download speeds of at least twenty-five (25) megabits per second and upload speeds of at least three (3) megabits per second.

Cable Television Company or Operator (CATV) - a company which provides CATV service.

CATV Service - the transmission, by means of coaxial or other types of distribution cables, of television audio and video signals from a central point within an exchange of the Licensor to subscribers of a Licensee within such exchange.

Communications Space - means the lower usable space on a utility Pole, which is typically reserved for low-voltage communications equipment. (N)

Complex Make-Ready – means any make-ready that is not simple make-ready, such as the replacement of a utility Pole; splicing of any communication Attachment or relocation of existing wireless Attachments, even within the Communications Space; and any transfers or work relating to the Attachment of wireless facilities. (C)

Equipment - consist of coaxial or other types of television, broadband, or telecommunications cables, amplifiers and drop wires, wires and appliances together with associated cable messengers, anchors and other appurtenances used in the provision of CATV, broadband, or telecommunications service.

Existing Attacher – means any person or entity with equipment lawfully on a utility Pole. (N)

Governmental Unit – means an agency or department of the federal government; a department, agency, or other unit of the Commonwealth of Kentucky; or a county or city, special district, or other political subdivision of the Commonwealth of Kentucky. (N)

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S1. POLE ATTACHMENT TERMS

S1.2 Definitions (Cont'd)

Hazardous Materials - Any substance, material or waste now or hereafter defined or characterized as hazardous, toxic or dangerous as defined by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") of 1980, as amended, and other federal, state, and local health, safety, and environmental laws, ordinances, statutes, and rules, including but not limited to the Occupational Safety and Health Act ("OSHA").

Any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, rules, ordinance, or authority.

Any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.

Joint User - All references herein to "joint user" shall mean a utility company or municipality which, together with the Licensor, jointly provides Poles for common use in the provision of service of the respective entities, and shall also include a utility company or municipality which, together with the Licensor, owns a percentage of a Pole, or which owns a Pole upon which the Licensor has obtained exclusive use and control of specified space.

License - is the specific nonexclusive and revocable permission from Licensor, in the form of a Licensor countersigned and returned Application for License, to Licensee authorizing Licensee to attach its facilities as applied for to Licensor Poles in accordance with this Tariff.

Licensee - means a New Attacher and an Existing Attacher and a CATV provider. (N)

Macro Cell Facility - means a wireless communications system site that is typically high-power and high-sited, and capable of covering a large physical area, as distinguished from a distributed antenna system, small cell, or WiFi attachment, for example. (N)

Make-Ready Estimate - is Licensor's estimated cost to perform Make-Ready Work on Licensor's facilities on Poles to accommodate Licensee's Attachment as requested in an Application for Pole License.

Make-Ready Work - means the modification or replacement of a utility Pole, or of the lines or equipment on the utility Pole, to accommodate additional facilities on the utility Pole. (C)
(C)

New Attacher - means a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit requesting to attach new or upgraded facilities to a Pole owned or controlled by a utility, except that a New Attacher does not include a utility with an applicable joint use agreement with the utility that owns or controls the Pole to which it is seeking to attach or a person seeking to attach macro cell facilities. (N)

Overlashing or overlashed - lashing of an additional Licensee owned cable to Licensee's own existing cable and/or strand attached to a Pole.

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S1. POLE ATTACHMENT TERMS

S1.2 Definitions (Cont'd)

Poles - Poles which are either solely owned by the Licensor, are jointly owned by the Licensor and another, or are owned by another who has granted the Licensor exclusive use and control of space upon its Poles.

Pole Attachment - any Attachment by a CATV, Broadband Provider or Telecommunications Provider to a Pole owned or controlled by the Licensor

Pole Attachment Fee - the fee paid annually per Attachment on a Pole. For billing purposes, a single Attachment includes the point of Attachment and all facilities located in the usable space on the Poles in the space assigned to Licensee (typically six inches above and six inches below the point of Attachment). If Licensee occupies more than one foot of usable space on Poles, separate Pole Attachment Fees shall apply to each one foot of space occupied.

Red Tagged Pole – means a Pole that a utility that owns or controls the Pole that: (N)
a) Is designated for replacement based on the Pole’s non-compliance with an applicable safety standard;
b) Is designated for replacement with two (2) years of the date of its actual replacement for any reason unrelated to a New Attacher’s request for Attachment; or
c) Would have needed to be replaced at the time of replacement even if the new Attachment were not made. (N)

Right-of-Way - right-of-way owned o controlled by Licensor.

Simple Make-Ready – Means make-ready in which existing Attachments in the Communications Space of a Pole could be rearranged without any reasonable expectation of a service outage or facility damage and does not require splicing of any existing communications Attachment or relocation of an existing wireless Attachment. (C)

Telecommunications Carrier – (N)
a) Means a person who owns, controls, operates, or manages any facility used or to be used for or in connection with the transmission or conveyance over wire, in air, or otherwise, any message by telephone or telegraph for the public, for compensation; and
b) Does not mean a utility with an applicable joint use agreement with the utility that owns or controls the Poles to which it is seeking to attach. (N)

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S1. POLE ATTACHMENT TERMS

S1.3 Scope

Subject to the terms and conditions contained in this Tariff, the Licensor will allow Pole Attachments and permit Licensee, for the purpose of furnishing Telecommunications, Broadband or CATV service, to install its equipment upon or within such of the Licensor 's Poles and conduits as are available or can be made available, except for insufficient capacity or for reasons of safety, reliability or generally applicable engineering purposes. Licensor shall not provide access to any Pole that is used primarily to support outdoor lighting. (C) (C) (C)

The Licensee shall secure from the proper franchising authority, a franchise to erect and maintain its equipment within public streets, highways and other thoroughfare, provided such franchising authority exists, and shall secure any and all consents, permits, licenses, easements or rights-of-way that may be legally required for its operation hereunder. The Licensee shall provide to the Licensor documentation evidencing that all such franchises, consents, permits, licenses, easements and rights-of- way have been obtained.

The Licensee shall assist in, and bear the expense of securing any additional consents, permits, or licenses that may be required by the Licensor because of Licensee Pole Attachments or Anchor Attachments.

The franchises, consents, permits, licenses, easements and rights-of-way of the Licensor are for its own facilities and the provision of its other services. No rights in such franchises, consents, permits, licenses, easements or rights-of-way are conferred upon any Licensee hereunder.

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S1. POLE ATTACHMENT TERMS

S1.4 Application for Permission to Install with Complex Make-Ready

A. A New Attacher must complete and submit the Certification Form For New Attachers prior to the submission of an Application. The Certification Form and Application is available on Licensor’s website at the URL listed in S1.1. (N)

B. Requests to Attach. Before the New Attacher shall have a right to place Attachments to any Pole(s) of Licensor involving Complex Make-Ready, Licensee shall make application for and receive a revocable, nonexclusive License which shall be in the form of a Licensor countersigned Application for Pole License. Prior to submitting an Application with a high volume request, the New Attacher shall provide written notice to Licensor. Licensor’s Application is available on Licensor’s website at the URL listed in S1.1. The New Attacher shall review the Application for completeness before submission to Licensor. The New Attacher’s Application will be considered complete only if the information necessary under Licensor’s procedures are provided. Licensor shall review the Application for completeness and notify the New Attacher for less than five hundred (500) Poles within ten (10) business days after receipt of the Application when the Application is incomplete. One additional business day will be added to Licensor’s response time period for each additional five hundred (500) pole increment in an application. Licensor will state the reason(s) for finding the Application incomplete with citations to its tariff or applicable state regulations. . If Licensor does not respond to the New Attacher within the time period stipulated above or if Licensor fails to provide the reasons for rejecting an Application for incompleteness, then the Application shall be deemed complete. (C)

Licensor requires that all Poles on any one Application be in the same city or zip code. Licensor will process Applications for Pole Licenses in the order in which they are received; provided, however, that when New Attacher has multiple Applications for Pole Licenses on file with Licensor, the New Attacher may designate its desired priority of completion with respect to all such Application for Pole Licenses. In all requests made by New Attacher, prioritizing a new Application resets the review time period of the New Attacher’s deprioritized Applications currently under review over which the new Application is being prioritized. The New Attacher shall not under any circumstances attach any equipment to any guy wires or anchors owned by Licensor. (N)

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S1. POLE ATTACHMENT TERMS

S1.4 Application for Permission to Install with Complex Make-Ready (Cont'd)

D. Advance Payment of Make-ready Work Estimate and Expedited Charges. If the New Attacher upon review of the Make-Ready Estimate desires to proceed with the process to obtain a License from Licensor, the New Attacher shall submit payment in the amount of the Make-Ready Estimate together with the Application Fee and engineering survey costs to Licensor within fourteen (14) days of receipt of the Make-Ready Estimate and invoice for such amounts.

Within seven (7) days of receiving payment of Make-Ready Costs, Licensor shall shall send written notice to all Existing Attachers with facilities located on, within or in Licensor’s Poles. The notice will provide the location; the estimated completion date which shall be no later than forty-five (45) after notification is sent or up to one hundred five (105) days when the Make-ready has five hundred (500) or more Poles; the Existing Attacher may modify its Attachment which must be completed by the estimated completion date. (C)

Licensor will provide the New Attacher with a copy of the notice sent to the Existing Attachers along with the contact information and address of the Existing Attacher. The New Attacher is responsible for coordinating with Existing Attachers for the completion of Make-ready work within the time frames listed in this Tariff.. The New Attacher shall be responsible for paying all charges incurred in transferring or rearranging Existing Attacher facilities to accommodate the placement of the New Attacher’s Attachment on, within or in Licensor’s Poles. In the event, the New Attacher declines to proceed with the project the New Attacher shall reimburse Licensor any costs and expenses incurred by Licensor to date including but not limited to Application Fee, engineering and administrative expenses and costs. (N)

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S1. POLE ATTACHMENT TERMS

S1.4 Application for Permission to Install with Complex Make-Ready (Cont'd)

E. Completion of Make-Ready Work and Issuance of License. Licensor shall undertake to complete any Make-Ready Work of its owned facilities upon receipt of the New Attacher's payment of the Make-Ready Estimate. Licensor may deviate from the time periods in this section during Make-Ready Work when it has good and sufficient cause and/or for reasons of safety or service interruption that makes it infeasible for Licensor to complete the Make-Ready Work with the time periods provided. Licensor will provide written notice to the New Attacher and the Existing Attachers with the reason for delay, the Poles affected and the new completion date. For delays as a result of safety or service interruption, the new completion date will be no longer than sixty (60) days from the estimated completion date originally provided. The Existing Attachers shall not deviate from the time limits in this section for a period no longer than necessary.

The New Attacher may perform the Make-Ready Work (Self-Help) if Licensor does not complete the Make-ready work within the time frames listed in S1.4 (D) above. Licensee will provide written notice to Licensor within fifteen (15) days of completion of Make-ready work as stipulated by Licensor. Additional requirements for performing Self-Help are listed in S1.6 below.

Within one hundred twenty (120) days of completion of the Make-ready work, Licensor will send a final invoice to the New Attacher when the actual costs are greater than the Make-ready estimate paid. Upon written request from the New Attacher, Licensor will provide true-up amounts on a Pole-by-Pole basis.

Upon completion of all Make-Ready Work and receipt of all fees and charges due from the New Attacher to Licensor, Licensor shall issue the New Attacher an approved License which shall be in the form of a Licensor countersigned Application for Pole License. At that time, the New Attacher will be considered to have been granted a License with respect to the Poles approved in the License and may attach to Licensor's Poles in accordance with the terms and conditions of this Tariff and Licensor's Construction Standards For Pole Attachments available on the URL listed in S1.1 above . The New Attacher shall maintain a copy of all Applications for Pole Licenses and approved Licenses. Licensor may provide, upon written request, copies of the same to the extent available. The New Attacher shall reimburse Licensor for all its costs in preparing and sending requested copies.

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S1. POLE ATTACHMENT TERMS

S1.5 Application for Permission to Install with Simple Make-Ready

A. A New Attacher must complete and submit the Certification Form For New Attachers prior to the submission of an Application. The Certification Form is available on Licensor’s website at the URL listed in S1.1. (N) | (N)

B. Requests to Attach.

Before Licensee shall have a right to place Attachments to any Poles of Licensor involving Simple Make-Ready only, Licensee shall make Application for and receive a revocable, nonexclusive License which shall be in the form of a Licensor countersigned Application for Pole License. Prior to submitting an Application with a high volume request, the New Attacher shall provide written notice to Licensor. Licensor’s Application is available on Licensor’s website at the URL listed in the S1.1. Licensee shall review the Application for completeness before submission to Licensor. Licensee shall provide sufficient information on the Application to enable Licensor to determine that the request involves only Simple Make-Ready, to locate the proposed Pole(s) impacted and to identify the physical characteristics of Licensee’s facilities to be attached to Licensor’s Pole(s) so that Licensor can confirm that the Attachment(s) may be completed through Simple Make-Ready. Each Licensor shall review the Application for completeness and notify Licensee within ten (10) business days after receipt of the New Attacher’s Pole Attachment Licensor will state the reason(s) for finding the Application incomplete with citations to its tariff or applicable state regulations. . If Licensor does not respond to the New Attacher within the time period stipulated above or if Licensor fails to provide the reasons for rejecting an Application for incompleteness, then the application shall be deemed complete. (N) | (N)

Licensor requires that all Poles on any one Application be in the same city or zip code. Licensor will process Applications for Pole Licenses in the order in which they are received; provided, however, that when the New Attacher has multiple Applications for Pole Licenses on file with Licensor, the New Attacher may designate its desired priority of completion with respect to all such Application for Pole Licenses. In all requests made by New Attacher, prioritizing a new Application resets the review time period of the New Attacher’s deprioritized Applications currently under review over which the new Application is being prioritized. The New Attacher shall not under any circumstances attach any equipment to any guy wires or anchors owned by Licensor. (N) | (N)

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S1. POLE ATTACHMENT TERMS

S1.5 Application for Permission to Install with Simple Make-Ready (Cont'd.)

C. Application For Pole License and Engineering Survey. (Cont'd.)

The New Attacher is responsible for the costs of surveys even if the New Attacher decides not to move forward with attaching to Licensor's Poles. Licensor will invoice the New Attacher for all applicable Application(s) and estimated field survey fees within ten (10) days of acceptance of the New Attacher's Application. The New Attacher shall remit payment in full for applicable Applications and estimated field survey fees prior to Licensor conducting the field survey. (N)

If during this process, Licensor reasonably determines the request is denied because the work involves Complex Make-Ready or based on insufficient capacity or for reasons of safety, reliability and generally applicable engineering purpose, Licensor shall inform the New Attacher that the Application is denied together with an explanation detailing why the Application is denied. Upon Licensor's approval of an Application, the New Attacher will be considered to have been granted a License and may attach to Licensor's Pole(s) in accordance with the terms and conditions of this Tariff. (T)

Licensor may deviate from the time periods specified in this section before providing a Make-Ready Estimate when the New Attacher has not abided by the terms of this Tariff. (N)

All expenses incurred by Licensor in reviewing the New Attacher's Application for Pole License shall be borne by the New Attacher even if such request is denied by Licensor or the New Attacher decides not to move forward with attaching to Licensor's Poles. (C)

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S1.5 Application for Permission to Install with Simple Make-Ready (Cont'd)

D. One-Touch Make Ready Option

For Attachments involving Simple Make-Ready, New Attachers may elect to proceed with this One-Touch Make Ready process established in this section in lieu of the attachment process. (C)

1. All One-Touch Make-Ready work shall be performed in accordance with Licensor's specifications available at the URL listed in S1.1 and in accordance with the same standards and practices followed the contractors listed on the URL listed is S1.1 ("Authorized Contractors"). Authorized Contractors used by the New Attacher shall not conduct such work in any manner which degrades the integrity of Licensor's structures or interferes with any existing use of Licensor's facilities or the facilities of any Existing Attacher. Once Simple Make-Ready is completed by an Authorized Contractor, the New Attacher shall notify Licensor. The New Attacher shall maintain a copy of all Applications for Pole Licenses and approved Licenses. Licensor may provide upon written request copies of the same to the extent available and the New Attacher shall reimburse Licensor for its costs in preparing and sending requested copies (T) | (T) (C)

2. Attachment Application - A New Attacher electing the one-touch make-ready process shall elect the one-touch make-ready process in writing in its Application and shall identify the Simple Make-Ready that it will perform. It is the responsibility of the New Attacher to ensure that its Authorized Contractor determines if the Make-Ready requested in an Application is simple. (T)

Application Review For Completeness. Licensor will review the New Attachers Application for completeness before reviewing the Application on its merits and provide notification within ten (10) business days after receipt of the New Attacher's Application whether or not the Application is complete. An Application shall be considered complete if the Application provides Licensor with the information necessary under its procedures, as established in this Tariff or a special contract regarding Pole Attachments, to make an informed decision on the Application. If Licensor notifies the New Attacher than an Application is not complete, Licensor will provide all the reasons for the Application being incomplete. If Licensor does not notify the New Attacher in writing than an Application is incomplete within ten (10) business days of receipt, the Application shall be deemed complete. (C) | (C) (N) | (N)

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Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE 8/31/2024
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S1. POLE ATTACHMENT TERMS

S1.5 Application for Permission to Install with Simple Make-Ready (Cont'd)

D. One-Touch Make Ready Option (Cont'd.)

2. Attachment Application (Cont'd.)

Application Review on the Merits. Licensor shall review a complete Application on its merits and provide notice to the New Attacher of either denying or granting an Application within fifteen (15) days of the Licensor's receipt of a complete Application (or within thirty (30) days in the case of large orders or within a time period negotiated in good faith for Applications requesting Pole Attachments equal to or larger than those established in this Tariff.

(N)

If Licensor denies the Application on its merits, the Licensor will provide the specific reason(s) for denial, include all relevant evidence and information supporting its decision and shall explain how the evidence and information relate to a denial of access.

Within the fifteen (15) day Application review period (or within thirty (30) days in the case of larger orders as established in this Tariff or within a time period negotiated in good faith for Applications for Attachments equal to or larger than those established in this Tariff, Licensor or an Existing Attacher may object to the designation by the New Attacher's chosen Authorized Contractor that certain Make-Ready Work is simple. The objection shall be in writing and include all relevant evidence and information supporting the objection, be made in good faith, and explain how the evidence and information relate to a determination that the Make-Ready Work is not simple. If Licensor's or the Existing Attacher's objection to the New Attacher's determination that Make-Ready Work is simple and complies with this Tariff, then the Make-Ready Work shall be deemed to be complex and the New Attacher shall not proceed with the affected proposed One-Touch Make-Ready Option.

Surveys. The New Attacher shall be responsible for all surveys required as part of the one-touch make-ready process and shall use an Authorized Contractor to conduct the surveys. The New Attacher shall allow Licensor and any Existing Attachers on the affected Poles to be present for any field inspection conducted as part of the New Attacher's surveys. The New Attacher shall make commercially reasonable efforts to provide Licensor and the Existing Attachers with advance written notice at minimum five (5) business days prior to a field inspection as part of any survey. The written notice will include the date, time and location of the surveys along with the Authorized Contractor's name.

(N)

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S1. POLE ATTACHMENT TERMS

S1.5 Application for Permission to Install with Simple Make-Ready (Cont'd)

C. One-Touch Make Ready Option (Cont'd.)

3. Attachment Application (Cont'd.)

Make-Ready Work. If the New Attacher's Application is approved by Licensor and if the New Attacher has provided at least fifteen (15) days prior written notice of the Make-Ready Work, the New Attacher may proceed. The written notice shall include the date and time of the Make-Ready Work, a description of the work involved and the Authorized Contractor's name. Licensor, other utilities and the Existing Attachers have the right to be present during the Make-Ready Work. The New Attacher shall notify the Licensor, other utilities or an Existing Attacher immediately if the Make-Ready Work damages the equipment of Licensor, another utility, or an Existing Attacher or causes an outage that is reasonably likely to interrupt the service of Licensor, another utility or an Existing Attacher. If during the Make-Ready Work, the New Attacher or Licensor determines the Make-Ready Work classified as simple is complex, then all Make-Ready Work on the impacted Poles shall be halted and the determining party shall provide immediate written notice to the other party and the Existing Attachers. All remaining Make-Ready Work on the impacted Poles shall be governed by S1.4 and Licensor shall comply with the notices and estimates in S1.4 as soon as practicable.

Post Made Ready Timeline. A New Attacher shall provide written notice to Licensor and the Existing Attachers within fifteen (15) days after completion of the Make-Ready Work of a One-Touch Make Ready Application.

(N)

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S1.6 Self-Help

If Licensor does not complete the survey as specified in this Tariff, the New Attacher may utilize a contractor from Licensor’s approved contractor’s list, available at the URL in S1.1 above, to complete the survey. The survey must be performed in compliance with all state regulations and Licensor’s Tariff and requirements. The New Attacher will provide advance written notice at least five (5) business days of the field inspection to Licensor and Existing Attachers and allow Licensor and the Existing Attachers to be present. The written notice will specify the date and time of survey, a description of the work and the contractor’s name.

If the Make-Ready Work is not completed by the dates specified in S1.4, the New Attacher may hire a contractor to perform the Make-Ready Work which shall be in compliance with all state regulations and Licensor’s Tariff and requirements. The New Attacher will provide advance written notice at least seven (7) days prior to the start of the Make-Ready Work Licensor and Existing Attachers. The written notice will specify the date and time of the Make-Ready Work, a description of the work involved and the contractor’s name. Licensor and the Existing Attachers are allowed to be present during performance of Make-Ready Work. The New Attacher shall immediately notify Licensor and Existing Attachers when an outage (or the reasonable likely occurrence of an outage) or damage to Licensor or an Existing Attachment equipment occurs.

(N)

(N)

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S1.7 Installation and Maintenance of Equipment

The exact location of the Licensee's Attachments on Poles shall be determined by the Licensor in its sole discretion after a joint survey to be made, at such times as shall be mutually agreed upon, by representatives of the Licensor and the Licensee. The Licensor may make periodic inspections as conditions may warrant. Such inspections shall not operate to relieve the Licensee of any responsibility, obligation, or liability assumed under this tariff. When substandard installations are found which are created by the Licensee, the Licensor shall give notice of such to the Licensee, and the Licensee shall remedy such conditions within a reasonable time. In the event the Licensee fails to remedy the condition within the agreed upon time, the Licensor may act to remedy it with the cost of such to be paid by the Licensee.

Whenever Equipment is to be installed, rearranged or removed on or from Licensor Poles, such work will normally be performed by the Licensee at its expense. In such cases a Licensor representative may be required to observe the work, at the expense of the Licensee. Where consented to by the Licensor, the Licensee may elect to have such installation, rearrangement or removal performed by the Licensor; however, the Licensee will furnish all materials and equipment and will reimburse the Licensor for its costs in performing the work activity.

Where the Licensee's equipment can be accommodated on Licensor Poles by rearranging or changing the Licensor's facilities, the Licensee shall pay the Licensor in advance the cost of making such rearrangements or changes. Strengthening of Poles (guying) required to accommodate the Attachments of the Licensee and the bonding of the Licensee's strand to that of the Licensor shall be performed by the Licensee at its sole risk and expense. Such work may be performed by the Licensor when reasonable cause therefore exists, and the Licensee shall pay the Licensor in advance the cost of all such work.

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S1. POLE ATTACHMENT TERMS

S1.7 Installation and Maintenance of Equipment (Cont'd)

After initial Attachment, when the Licensor subsequently requires a change in its Poles, Attachments thereto or its conduit system for reasons unrelated to Licensee operations, the Licensee shall be given reasonable notice of the changes required and sufficient time to accomplish the LICENSEE related change. If the Licensee is unable or unwilling to meet the Licensor's time schedule for changes in Attachments, the Licensor may do the work and charge the Licensee its reasonable costs for performing the change of Equipment. In cases of emergency, the Licensor may, at the Licensee's expense, arrange to relocate or replace the facilities attached to Licensor Poles by the Licensee, transfer them to substituted Poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal, or relocation of said Poles, the facilities thereon or the equipment which may be placed thereon.

All required maintenance of Equipment shall be performed by the Licensee. No entry shall be made into any facility housing without the prior written permission of the Licensor. The Licensor reserves the right to require the presence of its representative at the time of any such entry, with the cost thereof to be reimbursed by the Licensee. An estimate of such cost shall be furnished at the time the Licensor gives its written permission for entry.

All tree trimming required on account of Licensee equipment shall be done by the Licensee at its sole risk and expense and in a manner satisfactory to the Licensor.

The Licensee shall, at its sole risk and expense, maintain all of its equipment on Licensor Poles in safe condition and in thorough repair.

Nothing herein contained shall give to the Licensee the right to place a crossarm on any Licensor Pole. If a crossarm is required to accommodate the facilities of the Licensee, the Licensee shall state the reasons in its application for Attachment.

Written consent of the Licensor must be obtained by the Licensee prior to any additions to, or changes in the location of its Attachments on Poles, except in cases of emergency when oral permission has been obtained from the Licensor and subsequently confirmed in writing.

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S1. POLE ATTACHMENT TERMS

S1.7 Installation and Maintenance of Equipment (Cont'd)

If the Licensee should require the location of its equipment upon any public thoroughfare or other public or private property in the conduct of its business and the Licensor does not have Pole facilities so located to fulfill Licensee requirements and has no immediate need for such for the Licensor's own use, the Licensor will notify the Licensee whether the Licensor is willing to place such Pole facilities. Special rates shall be agreed to by the Licensee prior to the Licensor's placement of such Pole facilities, and the rates specified herein shall not apply. The special rates shall be based upon the total use of the Pole facilities by the Licensee. In the event such Pole facilities are subsequently used by the Licensor for the provision of its other services, the special rates shall no longer apply, and the rates specified in this tariff shall apply.

Whenever, pursuant to this tariff, the Licensee shall be required to remove its equipment from any Pole, such removal shall be made within a reasonable time unless safety considerations require immediate action. Upon failure of the Licensee to remove such equipment, the Licensor may make the removal and charge the Licensee all associated costs.

The Licensee shall not intersect Poles or locate guys or other facilities in Pole lines of the Licensor, except where the Licensee has appropriate right-of-way and such will not inhibit access to Poles and facilities of the Licensor or cause a safety hazard.

Licensee's main line Attachments shall be tagged at maximum intervals of 300 feet so as to identify Licensee as the owner of the Attachment. Licensee shall place fiber wrap/ID at the specific Licensor Poles attaching point and at any aerial span splice location and/or slack loop. The tags shall be of sufficient size and lettering so as to be easily read from ground level.

S1.8 Rights of Way and Legal Authority

Upon application for Attachment, the Licensee shall submit evidence satisfactory to the Licensor of its authority to erect and maintain its equipment within public streets, highways, and other thoroughfares and shall secure any necessary franchise, license, permit, consent, easement or rights-of-way from Federal, State or municipal authorities or owners of property now or hereafter required to construct and maintain such equipment at the location of facilities of the Licensor which it desires to use. In the event any such franchise, license, permit, consent, easement or rights-of-way is revoked or is thereafter denied to the Licensee for any reason, permission to attach to Licensor Poles so affected shall immediately terminate, the Licensee shall forthwith remove its equipment from Licensor facilities.

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S1. POLE ATTACHMENT TERMS

S1.10 Overlashing (cont'd)

The Existing Attacher shall be responsible for its own equipment and shall ensure that it complies with reasonable safety, reliability, and engineering practices. If the Existing Attacher damages the Pole or other existing Attachment or such work causes safety or engineering standard violations, then the Existing Attacher shall be responsible at its expense for any necessary repairs.

The Existing Attacher shall provide written notice Licensor within fifteen (15) days of completion of the overlash on a particular Pole and Licensor will have at least ninety (90) days from receipt in which to inspect the overlash. Licensor will notify the Existing Attacher within fourteen (14) days after it completes the survey if there is any damage or code violations caused by the overlash. Licensor will either complete any necessary remedial work and bill the Existing Attacher for the reasonable costs related to fixing the damage or code violations; or Licensor will require the Existing Attacher to fix the damage or code violations at its expense within fourteen (14) days following notice from Licensor.

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Another attacher with a preexisting violation will not prevent another attacher from overlashing on its existing Attachment. Licensor will not require an Existing Attacher that overlashes its existing wires on a Pole to fix preexisting violations caused by another Existing Attacher, unless failing to fix the preexisting violation would create a capacity, safety, reliability or engineering issue.

S1.11 Modifications, Additions, Replacements or Rearrangements

S1.11.1 Notice of Proposed Changes


An Existing Attacher shall not modify, overlash, add to, or replace Attachments on any Poles without first notifying Licensor in writing of the intended modification, addition or replacement at least thirty (30) days prior to the date the activity is scheduled to begin. The required notification shall include:

1. the date the activity is scheduled to begin including the Pole location and Pole number,
2. a description of the planned modification, addition, or replacement,
3. a representation that the modification, addition, or replacement will not require any space other than the space previously designated for the Existing Attacher's Attachments, and
4. a representation that the modification, addition, or replacement will not impair the structural integrity of the Poles involved.

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S1. POLE ATTACHMENT TERMS

S1.11 Modifications, Additions, Replacements or Rearrangements (cont'd)

S1.11.2 Cost of Pole Replacement

Whenever the New Attacher applies for permission to attach to a Pole that is considered by the Licensor to be insufficient in height or strength for accommodation of the New Attacher's Attachments, the Licensor shall notify the the New Attacher of such fact and of the estimated cost to the New Attacher of replacing such Pole with a Pole which will accommodate the Attachments of the the New Attacher and Licensor. Within thirty (30) days of such notification, the New Attacher shall either notify Licensor (1) of its approval of such replacement or (2) of its cancellation of the Application with respect to such Pole.

In the event of the New Attacher's approval of such replacement, the Licensor shall replace the Pole and the New Attacher shall pay to the Licensor in advance the charges computed as follows:

The total cost of the new Pole, the removal of the old Pole, the transferring of the Licensor's Attachments from the old to the new Pole and such other costs, if any, necessitated by the New Attacher's requirements, less the total of the following: accrued depreciation on the old Pole, salvage, if any, and the cost of such portion of the new Pole, if any, which represents space reserved for the use of the Licensor greater than that provided for them on the old Pole and appropriate contribution by any other company attached thereto.

For Red-Tag Poles that require replacement to comply with applicable safety, reliability, and construction standards, Licensor will not charge the New Attacher for a replacement Pole that is the same type and height. However, if the Pole is replaced with a Pole of different type or height then the New Attacher shall be responsible for the difference in cost between the cost of a new utility Pole of the same type and height and the new Pole placed.

S1.11.3 Cost of Expansion

Should Licensee request Licensor to expand capacity or purchase additional plant and should Licensor so agree, Licensee agrees to pay all cost and expenses thereby incurred by Licensor. If an Existing Attacher that has been granted a License joins in the request and will benefit from the expansion or purchase, Licensee agrees to pay a percentage of all costs proportionate to Licensee's share of the benefit received from the expansion or purchase, but Licensee shall be responsible for all costs and expenses not paid by an Existing Attacher.

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S1. POLE ATTACHMENT TERMS

S1.11 Modifications, Additions, Replacements or Rearrangements (cont'd)

S.1.11.4 Effects of Modifications, Additions, Replacements or Rearrangements

- A. When multiple applications, including those of the New Attacher, are received by Licensor with respect to any Poles which must be replaced or rearranged to provide additional space prior to commencement of the work on such Poles, Licensor’s facilities may need to be transferred in which case the New Attacher shall pay for all costs for such transfers.
- B. Unless otherwise established in a joint use agreement or special contract, Licensor shall provide an Existing Attacher no less than sixty (60) days written notice prior to: (a) Removal of facilities or termination of any service to those facilities if that removal or termination arises out of a rate, term or condition of this Tariff or any special contract regarding pole attachments between Licensor and the Existing Attacher; (b) Any modification of facilities by Licensor other than Make-Ready noticed pursuant this Tariff, routine maintenance or modifications in response to emergencies. Should the Existing Attacher decide to modify or alter it’s Attachments on said Poles, the Existing Attacher shall so notify Licensor in writing at least thirty (30) days prior to the day the work is to begin. In such event, the Existing Attacher shall bear a proportionate share of the total costs incurred by Licensor to make Licensor Poles accessible. (C)
- C. An Existing Attacher may request a stay of the action contained in a notice received by filing a motion pursuant to 807 KAR 5:001, within fifteen (15) days of the receipt of the first notice provided pursuant to this Tariff. The motion shall be served on the Licensor that provided the notice pursuant to 807 KAR 5:001, Section 5(1). The motion shall not be considered unless it includes the relief sought, the reasons for such relief, including a showing of irreparable harm and likely cessation of cable television system operator or telecommunication service, a copy of the notice and a certification that service was provided pursuant to this Tariff. Licensor may file a response within ten (10) days of the date the motion for a temporary stay was filed. No further filings under this subsection shall be considered unless requested or authorized by the commission. (N)

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S1.11 Modifications, Additions, Replacements or Rearrangements (cont'd)

S.1.11.4 Effects of Modifications, Additions, Replacements or Rearrangements (Cont'd.)

D. In the event it becomes necessary for Licensor, Licensor’s subsidiary or affiliate or any other entity in which Licensor holds an interest, to use the space on a Pole occupied by an Existing Attacher’s Attachment or to be occupied by the New Attacher’s Attachments, , upon receipt of sixty (60) days notice, either vacate the space by removing its Attachments at its own expense or if Licensor decides to replace the Pole with a larger Pole that can accommodate Licensee’s Attachments, bear the expense of such replacement and transfer its Attachments to the new Pole.

S1.11.5 Transfer of Attachments to New Poles

Unless an applicable tariff or special contract or Section 4 of this administrative regulation establishes a different timeframe, an Existing Attacher shall transfer its Attachments within sixty (60) days of receiving written notification from Licensor. Existing Attachers may deviate from the time period stated in the preceding sentence for good and sufficient cause that renders it infeasible for the Existing Attacher that requires to complete the transfer within the time limit established. An Existing Attacher that requires such a deviation shall immediately notify, in writing, Licensor and shall identify the affected Poles and include a detailed explanation of the reason for the deviation and the date by which the Existing Attacher shall complete the transfer. An Existing Attacher shall deviate from the time limits established in this paragraph for a period no longer than is necessary to complete the transfer.


If an Existing Attacher fails to transfer to transfer its attachments with the timeframe established in the paragraph above and the Existing Attacher has notified Licensor of good and sufficient cause for extending the time limit pursuant to the paragraph above, Licensor may transfer the Existing Attacher’s Attachments and the transfer shall be at the Existing Attacher’s expense. Licensor may transfer an Existing Attacher’s Attachment prior to the expiration of any period established in this S1.11.5 if an expedited transfer is necessary for safety or reliability purposes.

In the event Licensor is required to move the location of, or replace, any Licensor Poles for reasons beyond its control, an Existing Attacher concurrently shall relocate it’s Attachments. The Existing Attacher shall be solely responsible for the costs of the relocation of it’s Attachments. When it is mutually agreed that it is in the best interest of Licensor and an Existing Attacher, Licensor may, after proper notification has been provided, transfer the Existing Attacher’s Attachments at the same time that Licensor transfers its facilities and shall invoice the Existing Attacher for the actual costs incurred in performing the transfer of the Existing Attacher’s Attachments.

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S1. POLE ATTACHMENT TERMS

S1.12 Inspections and Inventories

- A. Post construction and/or periodic inspection of Licensee Attachments. Licensor shall have the right, but not the obligation, to make a post construction inspection and periodic inspections at any time of any part of an Existing Attacher’s Attachments on Poles and any other associated facilities for the limited purpose of determining whether the Existing Attacher’s Attachments are in compliance with the terms of this Tariff and any Licenses issued hereunder and in the case of Simple Make-Ready, whether Licensor’s Attachments were moved in compliance with the Simple Make-Ready specifications as stipulated on Licensor’s website (URL is listed in S1.1) , i, and in accordance with the same standards and practices followed by Licensor or Licensor’s Contractors. (T)
- B. Such inspections shall be conducted at Licensor’s expense with the exception of (1) a post construction inspection, (2) follow-up inspection to confirm remedial action after an observed Existing Attacher violation of the requirements of this Tariff; and (3) inspection of the Existing Attacher’s facilities in compliance with a specific mandate of appropriate governmental authority, for which inspections the cost shall be borne solely by the Existing Attacher. The Existing Attacher will be responsible for all costs associated with bringing any of Licensor’s Attachments that were moved by the Existing Attacher into compliance if they are found to be out of compliance with the Simple Make-Ready specifications as provided on Licensor’s website (URL listed in S1.1) or with the standards and practices followed by Licensor or Licensor's contractors (T)
- C. Inventories. Upon written notice of not less than ninety (90) days, no more than once every year to an Existing Attacher, the total number and location of an Existing Attacher’s Attachments on Licensor’s Poles may be determined, at Licensor’s discretion, through a survey which may be made not more than once per calendar year by Licensor. If so requested, the Existing Attacher and/or other entity owing or jointly using the Poles with Licensor may participate in the survey. The costs incurred by Licensor to conduct the survey shall be reimbursed to Licensor by the Existing Attacher upon demand by Licensor regardless of whether or not the Existing Attacher participates in the survey. If the Attachments of more than one Existing Attacher are surveyed, each such Existing Attacher shall contribute a proportionate share of the costs reimbursed to Licensor.
- D. No Duty to an Existing Attacher. Neither the act of inspection or survey by Licensor of an Existing Attacher’s Attachments nor any failure to inspect such Attachments shall operate to impose on Licensor any liability of any kind whatsoever or to relieve an Existing Attacher of any responsibility, obligations or liability under this Tariff, any License issued hereunder, or applicable law, or to any third-party contractor, Existing Attacher’s selected Contractor, or otherwise.

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S1. POLE ATTACHMENT TERMS

S1.13 Emergency Restoration

In the event of an emergency, restoration procedures may be affected by the presence of an Existing Attacher’s Attachments. While Licensor shall not be responsible for the repair of damaged Attachments, Licensor shall nonetheless control access to its Poles if the restoration is to be achieved in an orderly fashion.

Where Licensor and an Existing Attacher are involved in emergency restorations, access to Licensor’s Poles will be controlled by Licensor according to the following guidelines.

1. Service Disruptions/Outages
 - a. While exercising its right to first access, Licensor shall make all reasonable efforts to grant access to as many other entities with Attachments as is reasonably safe.
 - b. Where simultaneous access is not possible, Licensor will grant access on first come, first served basis.

2. Service Affecting Emergencies
 - a. While exercising its right to first access, Licensor shall make all reasonable efforts to grant access to as many affected Existing Attachments as is reasonably safe.
 - b. Where Licensor is unable to grant simultaneous access to all the affected Existing Attachments other, access will be granted according to the level of damage to the Attachments of each entity and the likelihood that a given level of damage will result in service disruption. Where the likelihood that a service disruption will result is not clearly discernible, access will be on a first come, first served basis.

Without limiting any other indemnification or hold harmless provisions of these terms, the Existing Attacher agrees that any decision by Licensor regarding access to its Attachments, or any action or failure to act by Licensor, under this section shall not be the basis for any claim by an Existing Attacher against Licensor for any damage to an Existing Attacher’s Attachments or disruption of an Existing Attacher’s Services, or any other direct or indirect damages of any kind whatsoever incurred by an Existing Attacher.

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By Authority of Order of the Public Service Commission
In Case No. 2023-00416 Dated June 3, 2024
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KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 8/31/2024 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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S1. POLE ATTACHMENT TERMS

S1.14 Limitations

No use, however extended, of the Licensor's Poles under this tariff shall create or vest in the an Existing Attacher any ownership or property right in said Poles. Nothing herein contained shall be construed to compel the Licensor to maintain any of its facilities for a period longer than that demanded by its other service requirements.

The Licensor reserves to itself, its successors and assigns the right to maintain its Poles and conduit and to locate and operate its facilities in such manner as will best enable it to fulfill its other public service requirements. Except where caused by its own negligence the Licensor shall not be liable for any interruption to the service of an Existing Attacher or for any interference with the operation of the equipment of an Existing Attacher.

The Licensor reserves the right to provide Pole Attachment space to more than one Existing Attacher or New Attacher and to make such space available to other entities. This tariff shall not limit the rights and privileges previously granted to others to use any Poles covered by this tariff, and the privileges provided by this tariff shall at all times be subject to such previously granted rights.

Failure to enforce or insist upon compliance with any of the terms or conditions of this tariff shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in effect.

Attachments pursuant to this Tariff do NOT create any right for a New Attacher or Existing Attacher to access or place facilities in the Licensor's central offices, conduit or to place wireless communication equipment on Poles. A separate agreement is required for any access to the Licensor's facilities.

An Existing Attacher shall not assign, transfer or sublet any rights to make Pole Attachments hereunder without the prior written consent of the Licensor; except that nothing contained herein shall be construed as depriving an Existing Attacher of its property or the ability to dispose of its property in any manner it deems reasonable.

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S1. POLE ATTACHMENT TERMS

S1.15 Payment of Bills

All bills for such charges for work performed by Licensor and the applicable Attachment fees set forth in this Tariff shall be payable upon presentment to the Licensee, and shall be deemed delinquent if not paid within thirty (30) days after the date of the invoice. All amounts not received on or before the payment due date indicated on the invoice shall be subject to interest from such date, to the date on which payment is received by Licensor, at a rate of one and one-half percent (1.5%) for each thirty (30) day period during which such amount remains unpaid. If the payment due date so indicated falls on a weekend, or on any Federal or State holiday, the payment due date shall be the next business day. Without any prejudice to its rights to collect interest, as provided above, Licensor may, in the event a Licensee fails to, or refuses to pay any amounts on or before the payment due date indicated on the invoice, without any further notice to the Licensee suspend its own performance of any or all obligations arising under this Tariff including but not limited to the obligation to issue any License, or process any Application therefore.

Upon termination or surrender of a License granted hereunder, no refund of any Pole Attachment Fees shall be made and the Existing Attacher shall remain liable for all fees and charges set forth in this Tariff until the Existing Attacher has removed its Attachments.

S1.16 Rates

- A. Licensee shall pay the Licensor the rates specified in Exhibit A. For recurring fees, the Licensor shall render billing to the Licensee on at least an annual basis. The Pole Attachment Fee shall be based each year upon the number of Poles where licensor has issued a License as of the date of annual billing multiplied by the Attachment Rate set forth in Exhibit A. (T)


For conduit usage, billing will occur from the date of Licensee installation or from the date that space is reserved for Licensee installation at an unspecified future time.

- B. All charges for Pole maintenance, including emergency repairs and plant damage, field surveys, Pole location/GIS mapping data information, inspections, engineering, replacement or rearrangements of Licensee's Attachments from Licensor's Poles and, without limitation, any other work performed for Licensee shall be based upon the full cost and expense, including reasonable overhead, incurred by Licensor or its representative for performing such work for Licensee to include, without limitation, costs to transfer or moving of Licensor facilities and removal of old Poles. The cost to Licensee shall be determined in accordance with the regular and customary methods used by Licensor in determining such costs.
- C. All other Attachment related inquiry, verification, application, administrative and miscellaneous rates, fees and charges shall be calculated and paid in accordance with Exhibit A and the terms of this tariff. (T)

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S1. POLE ATTACHMENT TERMS

S1.17 Termination of Attachments

- A. If the Licensee shall fail to comply with any of the provisions of this tariff, including compliance with the specifications previously referred to, the maintenance of required insurance coverage and surety bond requirements, and the timely payment of any amounts due, and shall fail for thirty (30) days after written notice from the Licensor to correct such non-compliance, the Licensor, at its option, may terminate the Licensee’s right to continue any or all use of Poles provided under this tariff and may act to remove the Equipment at the Licensee’s
- B. Upon notice from Licensor to Licensee that Licensor has been advised by a governmental authority or private property owners that the use of any Pole is not authorized and is objected to by such governmental authority or private property owner, as the case may be or that any Pole is to be removed, sold or otherwise disposed of, Licensee shall, immediately remove its cables, equipment, and facilities at once from the affected Pole or shall make arrangements for the removal of its cable, equipment, and facilities from the affected portion of Licensor's Pole at Licensee's sole expense. If not so removed within sixty (60) days or such timeframe as stated on the Notice, Licensor shall have the right to remove Licensee's Attachments from Licensor's Pole at the cost and expense of Licensee and without any liability thereto.
- C. Licensee may at any time remove its Attachments from any Pole of Licensor, but shall immediately give Licensor written notice of such removal and surrender of License in the form of a Notification of Surrender. If Licensee surrenders its License but fails to remove its Attachments from Licensor's Poles, Licensor shall have the right but not the obligation to remove Licensee's Attachments at Licensee's expense without any liability on the part of Licensor for damage or injury to Licensee's Attachments or interruption to Services. Licensee’s obligations with regard to maintenance and fees continue until Attachments are removed from the Poles. In the event that Licensee's Attachments shall be removed from any Poles as provided by this Tariff, no Attachment shall again be made to such Poles unless Licensee shall have first complied with all of the provisions of this Tariff as though no Attachment had previously been made. (T)
- D. Should Licensor under the terms and conditions of this Tariff remove Licensee's Attachments from Licensor's Poles, Licensor will deliver to Licensee the cable, equipment or facilities so removed upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due Licensor hereunder.

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S1. POLE ATTACHMENT TERMS

S1.18 Unauthorized Attachments

- A. If any Licensee Attachment shall be found on Poles for which no License has been granted by Licensor pursuant to the terms of this Tariff (“Unauthorized Attachment”), Licensor, without prejudice to its other rights or remedies under this Tariff or otherwise, may:
 - 1. impose charges set forth herein, and
 - 2. require Licensee to remove such Unauthorized Attachment or Licensor may remove such Unauthorized Attachment without liability and the expense of removal shall be borne by Licensee.

- B. For the purpose of determining the charges, Licensee shall pay an amount per Unauthorized Attachment equal to the Pole Attachment Fee that would have applied if Licensee had properly obtained a License based upon the then current Attachment Rate for the number of years the Unauthorized Attachment have existed (or, if that cannot be determined, the number of years since the most recent inventory or five (5) years, whichever is less), plus interest at a rate the greater of 1.5% per month or the maximum allowed by law. In addition, if the Unauthorized Attachment is discovered during a survey where Licensee declined to participate an additional fee of \$100 per Unauthorized Attachment shall be charged to Licensee. Licensee agrees and acknowledges in the event of an Unauthorized Attachment actual damages would be difficult to determine and the charges described herein are liquidated damages, not penalties, and represent a fair and reasonable estimate of the damages which may be incurred by Licensor for Unauthorized Attachments on Licensor’s Poles including wear and tear, lost revenue, increased maintenance and repair costs for having to work on a Pole where the owner of a facility is unknown, and the risk of liability for safety violations that may be the result of an Unauthorized Attachment.

- C. Any such charge as set forth in this section by Licensor shall be in addition to its rights to any other sums due and payable, including without limitation Make Ready Work costs, the actual costs of any audit or survey which established the existence of the Unauthorized Attachment and to any claims to said fees.

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S1. POLE ATTACHMENT TERMS

S1.18 Unauthorized Attachments (cont'd)

- D. No act by Licensor with regard to any unauthorized use shall be deemed as a ratification or the licensing of the unauthorized use, and if any License should subsequently be issued, after application and payment of all applicable fees therefore, said License shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Tariff or otherwise, and Licensee shall be subject to all liabilities, obligations and responsibilities of this Tariff in regard to said unauthorized use from its inception.
- E. No act by Licensor with regard to any unauthorized use shall be deemed as a ratification or the licensing of the unauthorized use, and if any License should subsequently be issued, after application and payment of all applicable fees therefore, said License shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Tariff or otherwise, and Licensee shall be subject to all liabilities, obligations and responsibilities of this Tariff in regard to said unauthorized use from its inception.
- F. Once Licensor has notified Licensee of an Unauthorized Attachment. Licensee shall submit an Exhibit A Application for Pole License to request an authorization for the Attachment within sixty (60) days of the notice. Exhibit A Application for Pole License submitted per this provision will be treated like any other Exhibit A Application for Pole License subject to this Tariff. Licensee will be responsible for all fees associated with an Exhibit B Application for Pole License (as identified in this Tariff). If an Exhibit A Application for Pole License is not received by Licensor within sixty (60) days of Licensor's notice of an Unauthorized Attachment, Licensee has sixty (60) days from the date of the Unauthorized Attachment notification to vacate the Pole. If Licensee fails to remove Licensee's facilities within such sixty (60) day period, Licensor shall have the right to remove Licensee's facilities at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's facilities or disruption of Licensee's Services.

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S1. POLE ATTACHMENT TERMS

S1.19 Contractors For Survey and Make-Ready Work

(T)

Authorized Contractors for Self-Help Complex. Licensor shall maintain a list of Authorized Contractors on the URL listed in S1.1. The New Attacher must use a contractor from this list to perform Self-Help work that is complex. The Licensee may request a contractor be added to Licensor’s Authorized Contractors only if the contractor meets the minimum qualifications of this Tariff and/or administrative guidelines. If the requested contractor meets these minimum requirements, Licensor will not unreasonably withhold it consent.

(N)

Authorized Contractors for Surveys and Simple Work. Licensor shall maintain a list of Authorized Contractors on the URL listed in S1.1. The New Attacher must use a contractor from this list to perform surveys and simple work. The Licensees may request a contractor be added to Licensor’s Authorized Contractors only if the contractor meets the minimum qualifications of this Tariff. If the requested contractor meets these minimum requirements, Licensor will not unreasonably withhold it consent. If an Authorized Contractor is not available within a reasonable time period, then the New Attacher may choose its own qualified contractor that shall meet the requirements/qualifications of this Tariff and/or state reulations The New Attacher must provide written notice to Licensor of the contractor’s name, the reasons an Authorized Contractor was not available and include a certification that the New Attacher’s contractor meets the minimum qualifications in this Tariff and/or the administrative guidelines.

Licensor may disqualify any contractor chosen by the New Attacher that is not on Licensor’s Authorized Contacts list, but such disqualification shall be based on reasonable safety or reliability concerns related to the contractor’s failure to meet any of the minimum qualifications established in the Tariff or to meet Licensor’s publicly available and commercially reasonable safety or reliability standards. Licensor will provide written notice to the New Attacher of its objections to the New Attacher’s selected contractor within the notice periods contained in this Tariff and the administrative regulations. Licensor must identify at least one available qualified contractor.

(N)

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S1. POLE ATTACHMENT TERMS

S1.19 Contractors For Survey and Make-Ready Work (Cont'd.)

(T)

Contractor Minimum Qualification Requirements. Licensor shall ensure the contractors on its Authorized Contractor list meet the minimum requirements listed below.

(N)

- a) The contractor has agreed to follow the published safety and operational guidelines of Licensor, if available, but if unavailable, the contract shall agree to follow the National Electrical Safety Code (“NESC”) guidelines.
- b) The contractor has acknowledged that the contractor knows how to read and follow licensed-engineered Pole designs for Make-Ready Work, if required by Licensor.
- c) The contractor has agreed to follow all local, state, and federal laws and regulations including the rules regarding Qualified and Competent Persons under the requirements of the Occupational and Safety Health Administration (“OSHA”) rules.
- d) The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by Licensor, if made available.
- e) The contractor shall be adequately insured or shall establish an adequate performance bond for the Make-Ready Work the contractor will perform, including the work the contractor will perform on facilities owned by Existing Attachers.

(N)

The New Attacher represents and warrants that any of its employees or New Attachers contractors shall not climb or work on any of Licensor’s Poles, or work within Licensor’s Right-Of-Way unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Poles and to perform the work safely.

The New Attacher assumes all risk of its hired contractors and agrees to indemnify, defend and hold harmless Licensor from all claims, losses, damages and liabilities, costs and expenses (including, but not limited to, reasonable attorney’s fees) associated thereto in accordance with the indemnification provision of this Tariff.


When the contractors hired by the New Attacher are working on, within or in the vicinity of any part of Licensor’s Poles or Right-Of-Way, all such contractors shall follow procedures which Licensor deems appropriate for the protection of persons and property. The New Attacher shall be responsible at all times for determining and implementing the specific steps required to protect persons and property at the site. The New Attacher will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. The new Attacher has sole responsibility for the safety of all its employees and contractors, for the safety of bystanders, and for insuring that all operations conform to terms and conditions set forth in this Tariff and/or state requirements. Licensor reserves the right to suspend the New Attacher activities on, within or in the vicinity of Licensor’s Poles or Right-Of-Way if, in Licensor’s sole judgment, any hazardous condition arises due to the activity (including both acts and omissions) of any contractor or New Attacher employee, which suspension shall cease when the condition has been rectified.

Licensee represents and warrants that all Licensee Contractors shall maintain the same insurance coverage and limits as are required of Licensee under this Tariff, and if not Licensee’s insurance will provide such coverage.

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S1.19 Contractors For Survey and Make-Ready Work (Cont'd)

(T)

The New Attacher acknowledges that all of the contractors hired by the New Attacher are not Licensor's employees or agents and the new Attacher assumes full responsibility for their actions or omissions to act. The New Attacher shall be solely responsible for the payment of compensation of its employees, contractors or agents assigned to perform work hereunder and such employees, contractors and agents shall be informed that they are not entitled to the provision of any Licensor benefits. Licensor shall not be responsible for payment of workman's compensation, disability benefits, and unemployment insurance or for withholding or paying employment related taxes for any employee of the New Attacher, but such responsibility shall be solely that of the New Attacher. In the event that any federal, state or local government agency, any court or any other applicable entity determines that the personnel provided by the New Attacher or any contractor hired by the New Attacher are employees of Licensor for any purpose, the New Attacher agrees to indemnify, defend and save harmless Licensor from all liabilities, costs, and expenses (including, but not limited to, reasonable attorney fees) associated with such determination in accordance with the indemnification provision of this Tariff.

Any work by the contractors hired by the New Attacher on, within or in Licensor's Poles or Right-Of-Way shall be done only when specific authorization for such work has been obtained in writing in advance from Licensor pursuant to the terms and conditions of this Tariff. The parties agree that all work shall be performed according to existing industry standards and practices and the requirements and specifications set forth in this Tariff, requirements posted to Licensor's website (URL provided in S1.1) and any License issued hereunder.

(T)
(T)


S1.20 Default

- A. In addition to other events of defaults defined anywhere else in this Tariff, any one of the following shall be deemed the occurrence of a default under this Tariff:
 - 1. failure by Licensee to pay when due any fee or other sum required to be paid under the terms of this Tariff;
 - 2. failure by either party to perform or observe any other term, condition, covenant, obligation, or provision of this Tariff and such default continues for a period of thirty (30) days after written notice thereof from the other party (provided that if such default is not curable within a thirty (30) day period, the period may be extended if the party substantially commences to cure such default and proceeds diligently thereafter to effect such cure);
 - 3. the filing of any tax or lien against Poles because of any act or omission by Licensee which is not bonded or discharged within thirty (30) days of the date of notice to Licensee that such lien has been filed

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S1.20 Default (cont'd)

- 4. Licensee’s voluntary or involuntary bankruptcy;
 - 5. The Existing Attacher’s use or maintenance of its Attachments in violation of any law or regulation, or in aid of any unlawful act or undertaking;
 - 6. if any authorization which may be required of an Existing Attacher by any governmental or private authority for the placement, operation, or maintenance of Existing Attacher’s Attachments is denied or revoked.
- B. In the event of a default and subject to any other applicable provision of this Tariff, the non-defaulting party, without any further notice to the defaulting party (except where expressly provided for below or required by applicable law), may do any one or more of the following:
- 1. perform on behalf and at the expense of the defaulting party, any obligation of the defaulting party under this Tariff which the defaulting party has failed to perform and of which the non-defaulting party shall have given the defaulting party notice, the cost of which performance shall be paid by the defaulting party to the non-defaulting party upon demand;
 - 2. terminate Licensee’s License for attaching its facilities by giving sixty (60) days written notice of such termination to Licensee and removal of such Attachments and store Licensee’s facilities in a public warehouse or elsewhere at the expense of and for the account of Licensee without Licensor being deemed guilty of trespass or conversion, and without Licensor becoming liable for any loss or damages to Licensee occasioned thereby; or
 - 3. exercise any other legal or equitable right or remedy that the non-defaulting party may have.
- C. The defaulting party shall repay to the non-defaulting party upon demand any costs and expenses incurred by the non-defaulting party (including, without limitation, reasonable attorneys’ fees) in successfully enforcing this Tariff.
- D. Upon termination of an Existing Attacher’s License for attachment of facilities, the Existing Attacher shall remain liable to Licensor for any and all fees, other payments and damages which may be due or sustained in accord with this Tariff prior to such termination, all reasonable costs, fees and expenses, including, without limitation, reasonable attorney' fees incurred by Licensor in pursuit of its remedies hereunder.

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S1. POLE ATTACHMENT TERMS

S1.20 Default (cont'd)

- E. All rights and remedies of the non-defaulting party set forth in this Tariff shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both.

S1.21 Notices

Any and all notices to a party required or permitted under these terms shall be in writing and shall be: (a) delivered personally; (b) delivered by express overnight delivery service; (c) mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or (d) delivered by electronic mail; provided that a paper copy is also sent via methods (a), (b), or (c) of this Section. Notices will be deemed given as of the earliest of: the date of actual receipt; the next business day when sent via express overnight delivery service; five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or on the date set forth on the confirmation produced by the sent confirmation when sent prior to 5:00 p.m. in the recipient's time zone, but the next business day when delivered at 5:00 p.m. or later in the recipient's time zone.

S1.22 Compliance with Law, Assumption of Risk, and Disclaimer of Warranties

- A. Notwithstanding anything to the contrary in these terms, Licensee shall ensure that any and all activities it undertakes pursuant to these terms shall comply with all applicable laws, including, without limitation, all applicable provisions of:
 - 1. Workers' compensation laws
 - 2. Unemployment compensation laws
 - 3. The Federal Social Security Law
 - 4. The Fair Labor Standards Act, and
 - 5. All laws, regulations, rules, guidelines, policies, orders, permits and approvals or any governmental authority relating to environmental matters including but not limited to Hazardous Materials and/or Occupational Safety and Health Act ("OSHA").

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S1.22 Compliance with Law, Assumption of Risk, and Disclaimer of Warranties (cont'd)

- B. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTIES AS TO THE CONDITION OR SAFETY OF LICENSOR'S POLES ANY ASSOCIATED FACILITIES AND EQUIPMENT ON, WITHIN OR SURROUNDING THE SAME, OR THE PREMISES SURROUNDING THE SAME, LICENSEE HEREBY ASSUMES ALL RISKS OF ANY DAMAGE. INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF POLES AND ASSOCIATED FACILITIES AND EQUIPMENT ON, WITHIN OR SURROUNDING THE SAME, AND THE PREMISES SURROUNDING THE SAME AND LICENSEE IS SOLELY RESPONSIBLE FOR ALL ALLEGED DAMAGES CLAIMED BY THIRD PARTIES ACCESSING OR WORKING ON OR NEAR LICENSOR'S POLES.
- C. EXCEPT AS OTHERWISE PROVIDED HEREIN, LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, WITH REGARD TO THIS TARIFF AND ANY LICENSE ISSUED HEREUNDER INCLUDING, WITHOUT LIMITATION, ACCESS TO LICENSOR'S POLES OR OTHER FACILITIES.

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S1.23 Indemnification and Limitation of Liability

- A. Licensee shall compensate Licensor for the full actual loss, damage or destruction of Licensor’s property that in any way arises from or is related to this Tariff or activities undertaken pursuant to this Tariff (including, without limitation, the installation, construction, operation, or maintenance of Licensee’s Attachments).
- B. Licensee agrees to defend, indemnify, protect and hold harmless Licensor and its officers, directors, employees, shareholders, successors, assigns, agents, affiliates, representatives, partners, and contractors from and against any and all claims, actions, administrative proceedings (including, without limitation, informal proceedings), judgments, damages, penalties, fines, cost, liabilities, interests, or loss, including, without limitation, reasonable attorneys’ fees and expenses, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature suffered by or asserted against Licensor in any way arising out of or connected with this Tariff or activities undertaken pursuant to this Tariff (including, without limitation, the installation, construction, operation or maintenance of Licensee’s Attachments or work performed on other Attachments on Licensor’s Poles, unless caused solely by the negligence or willful misconduct of Licensor or Licensor’s affiliates, agents, officers, employees and assigns). Licensee expressly assumes all liability for actions by its affiliates, agents, officers, employees, or Licensee Contractors and expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers’ compensation law or by other state or federal laws.
- C. Without limiting any of the foregoing, Licensee assumes all risk of, and agrees to relieve Licensor of any and all liability for, loss or damage (and the consequences of loss or damage) to any facilities placed on Licensor’s property and any other financial loss sustained by Licensee, except to the extent caused by the sole negligence or willful misconduct on the part of Licensor or Licensor’s agents, officers, employees, and assigns.
- D. Without limiting the foregoing, Licensee expressly agrees to indemnify, defend, and hold harmless Licensor and Licensor’s agents, officers, employees and assigns from any and all claims asserted by end users/customers of Licensee in any way arising out of or in connection with this Tariff or Licensee’s Attachments, except to the extent caused solely by the negligence or willful misconduct of Licensor or Licensor’s agents, officers, employees, and assigns, or its contractors.

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Linda C. Bridwell Executive Director

EFFECTIVE 8/31/2024 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

POLE ATTACHMENT TARIFF

WINDSTREAM KENTUCKY WEST, LLC

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S1. POLE ATTACHMENT TERMS

S1.23 Indemnification and Limitation of Liability (cont'd)

- E. Licensee shall indemnify and hold harmless Licensor, its agents, officers, employees, and assigns from and against any claims, liabilities, losses, damages, fines, penalties, and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the Licensor suffers or incurs because of:
 - 1. any discharge of Hazardous Materials resulting from acts or omissions of Licensee, Licensee Contractors or Licensee's predecessor in interest;
 - 2. acts or omissions of Licensee, its agents, employees, Licensees, or representatives in connection with any cleanup required by law, or
 - 3. failure of Licensee or Licensee Contractors to comply with Environmental, Safety and Health Laws.

- F. Licensee shall indemnify, protect, and hold harmless Licensor from and against any and all claims for libel and slander, copyright and/or patent infringement arising directly or indirectly by reason of installation of Licensee's Attachments pursuant to this Tariff.

- G. In the event of any claim, demand or litigation specified the indemnity provision, the party to be indemnified (the "Indemnified Party") shall give prompt notice to the other party (the "Indemnifying Party") of such claim, demand or litigation. The Indemnifying Party shall have sole control of the defense of any action or litigation on such a claim or demand (including the selection of appropriate counsel) and all negotiations for the settlement or compromise of the same, except that the Indemnifying Party may not make any non-monetary settlement or compromise without the Indemnified Party's consent, which consent shall not be unreasonably withheld. The Indemnified Party shall cooperate with the Indemnifying Party in the defense and/or settlement of any claim, demand or litigation. Nothing herein shall be deemed to prevent the Indemnified Party from participating in the defense and/or settlement of any claim, demand or litigation by the Indemnified Party's own counsel at the Indemnified Party's own expense.

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S1. POLE ATTACHMENT TERMS

S1.23 Indemnification and Limitation of Liability (cont'd)

H. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE TARIFF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY SUCH PARTY OR BY ANY SUBSCRIBER, CUSTOMER OR PURCHASER OF SUCH PARTY FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED OR WHETHER IT (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

S1.24 Insurance

A. Licensee shall obtain and maintain, in full force and effect at all times, during operations covered by this Tariff, such minimum insurance as will cover the obligations and liabilities of Licensee, its agents, and its employees which may arise from the operations under this Tariff. Insurance shall have limits of not less than Commercial General Liability policy of minimum limits of:

General Aggregate	\$ 2,000,000 per policy period
Products/Completed Operations Aggregate	\$ 2,000,000 per policy period
Personal Injury/Advertising	\$ 2,000,000 per occurrence
Each Occurrence	\$ 2,000,000 per occurrence
Fire Legal Liability	\$ 50,000 any one fire

B. The policy will be endorsed to show the above aggregate limits applying to "each" job site. Policy will also specifically state the coverage applies to all operations conducted by the Licensee, its employees, or agents on behalf of Licensee or subsidiary.

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S1. POLE ATTACHMENT TERMS

S1.24 Insurance (Cont'd.)

- C. Where the performance of the work involves structural property, underground property, or blasting, Licensee’s Commercial General Liability insurance policy shall provide coverage to the insured for legal liability arising from operations under this Tariff for property damage:
 - 1. arising out of blasting,
 - 2. arising out of collapse of, or structural injury to, any building or structure or
 - 3. To underground facilities and utilities.

D. Other general liability forms are acceptable in lieu of the Commercial General Liability Form however they are not to be used without written approval from Licensor.

- 1. Business Automobile Liability policy with minimum limits of:

Bodily Injury	\$ 2,000,000 per accident
Property Damage	\$ 2,000,000 per accident
OR	
Combined Single Limit	\$ 2,000,000 per accident

The policy will be issued using symbol "1 - any auto" coverage.

2. Workers Compensation:

Part 1 - Medical Benefits Statutory

Part 2 - Employer's Liability as indicated:

- | | |
|---------------------------|----------------------------|
| Bodily Injury by Accident | \$ 1,000,000 each accident |
| Bodily Injury by Disease | \$ 1,000,000 each employee |
| Bodily Injury by Disease | \$ 1,000,000 policy limit |

E. The policy will show the state in which operation on behalf of the Licensee and/or subsidiary is being conducted. For operations conducted within monopolistic (state fund) states, Licensee will furnish a certificate of compliance from the appropriate state fund administrator.

F. In each and every policy except workers’ compensation, Licensor and its subsidiaries shall be named an "additional insured" with respect to activities performed on behalf of the Licensee and its subsidiaries.

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S1. POLE ATTACHMENT TERMS

S1.24 Insurance (cont'd)

G. Coverage provided by the policies listed in this paragraph will be issued by an insurance company, licensed in the state in which operations on behalf of the Licensee are to be conducted. It is acceptable to use both primary and excess/umbrella policies to obtain necessary limits. The worker's compensation policy must contain a waiver of subrogation clause.

H. The provisions of sub-paragraphs 1.23(a) and (d) shall also apply to all Licensee Contractors and Licensee shall be responsible for their compliance herewith.

S1.25 Surety

The Licensee shall furnish a bond for each Licensee utilizing Pole Attachments under this tariff to guarantee the payment of any sum which may become due to the Licensor for rental, penalty, and make-ready charges and work performed by the Licensor, pursuant to this tariff, for the benefit of the Licensee or as a result of default or forfeiture by the Licensee. The amount of such bond shall be based upon the following:

1. For Attachments to 500 Poles or less, a bond of \$5,000 shall be furnished, except as provided in (4) below.
2. For Attachments to Poles in excess of 500, further surety in the amount of \$5,000 for each additional 500 Poles, or any increment thereof, shall be furnished except as provided in (4) below.
3. After one year following the completion of construction of a Licensee system and its placement into operation, the Licensee may request that the required amount of bond be reduced. Upon the Licensor's receipt of satisfactory evidence that all mechanics, workmen and material men who furnished services, labor or materials in the construction of such Licensee system, and all taxing authorities, have been paid all amounts due them, the Licensor will reduce the amount of bond required to the following:
 - a. For Attachments to 500 Poles or less, a bond of \$2,000 shall be furnished.
 - b. For Attachments to Poles in excess of 500, further surety in the amount of \$2,000 for each 500 Poles, or any increment thereof, shall be furnished.

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S1.26 Dispute Resolution

- A. Except in the case of:
 - 1. a suit, action, or proceeding by one party to compel the other party to comply with its obligation to indemnify the other party pursuant to this Tariff, or
 - 2. a suit, action or proceeding to compel either party to comply with the dispute resolution procedures set forth in this section, the parties agree to use the following procedure to resolve any dispute, controversy, or claim arising out of or relating to this Tariff or its breach.
- B. At the written request of a party, each party shall designate a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute, controversy, or claim arising under this Tariff. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The substance of the negotiations shall be left to the discretion of the representatives. Upon mutual Tariff, the representatives may utilize other alternative nonbinding dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence between the representatives for the purposes of these negotiations shall be treated as confidential, undertaken for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any subsequent proceeding without the concurrence of all parties. Documents identified in or provided during such negotiations, which are not prepared for purposes of the negotiations, shall not be so exempt and may, if otherwise admissible, be admitted as evidence in any subsequent proceeding.
- C. If a resolution of the dispute, controversy or claim is not reached within ninety (90) days of the initial written request referred to in this S1.25, the dispute, controversy, or claim may be filed with the State utility commission or the Federal Communication Commission, if applicable, for review and determination, provided the party invoking the commission’s intervention process has in good faith negotiated, or attempted to negotiate, with the other party pursuant to this S1.25.
- D. Except as otherwise provided in this Tariff under the Indemnification or Default provision or elsewhere, each party shall bear its own costs, including attorneys’ fee, incurred in connection with any of the foregoing procedures. A party seeking discovery shall reimburse the responding party the cost of reproducing documents (to include search time and reproduction time costs).

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S1. POLE ATTACHMENT TERMS

S1.27 Abandonment

Nothing in these terms shall prevent or be construed to prevent Licensor from abandoning, selling, assigning, or otherwise disposing of any Poles. Licensor shall notify Licensee of any sale, assignment, or other disposition of any Poles or other Licensor property used for Licensee’s Attachments.

S1.28 Taxes

Each party shall pay all taxes and assessments lawfully levied on its own property and services subject to this Tariff.

S1.29 Protection Against Claims for Libel and Slander, Copyright, and Patent Infringement

The Licensee shall indemnify, protect, and hold harmless the Licensor from and against any and all claims for libel and slander, copyright and/or patent infringement arising by reason of attachment of Equipment to Licensor Poles, pursuant to this tariff.

S1.30 Waiver

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

S1.31 Force Majeure

Neither party shall be liable for any delay or failure in performance of any part of this Tariff or License issued hereunder from any cause beyond its reasonable control and without its fault, omission or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, labor strikes, lockouts or work stoppages or severe weather (“Force Majeure Event”). In the event of a Force Majeure Event, upon giving prompt notice to the other party, the due date for performance by the affected party of its original obligation(s) shall be extended by a term equal to the time lost by reason of the Force Majeure Event. In the event that the affected party is able to partially perform its obligations, it shall perform its obligations at a performance level no less than that which it uses for its own operations

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S1.32 Assignment

Licensee shall not assign; transfer or sublet the privileges hereby granted, or sell, lease or otherwise permit the use of its facilities on or any part thereof (all of the foregoing being "Transfers"), without prior consent in writing of Licensor. No such consent granted by Licensor shall be effective until Licensee's assignee, sublessee or other transferee has agreed, on an enforceable separate document signed and delivered to Licensor, to assume all obligations and liabilities of Licensee under this Tariff. Licensor may condition such consent upon the assignee's sublessee's or transferee's Tariff to reasonable additional or modified terms or conditions. If there is a change of control of Licensee, then Licensor shall have the right, in its reasonable discretion, immediately to terminate this Tariff in its entirety without further liability. Licensor may assign or otherwise transfer this Tariff or any of its rights and interests to any firm, corporation or individual, without the prior consent of Licensee.

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S1. POLE ATTACHMENT TERMS

Exhibit A

(T)

SCHEDULE OF RATES, FEES AND CHARGES

Annual Attachment Rate (1 foot of space per Attachment)**	\$ _____ One
Time Tariff Fee	\$ <u>400.00</u>
Application for Pole License Fee	\$ <u>125.00 per application</u>
Removal Verification Fee	\$ <u>15.00 per pole</u>
Unauthorized Attachment fee	\$ <u>Per Section 18 of the Tariff</u>
Additional Field or Engineering Fees	\$ <u>75.00/hour</u>

CATV Rates

Semi-Annual
Rate

Pole Attachments

Two-User Poles, per pole	\$ 3.40
Three-User Poles, per pole	\$ 2.75

Anchor Attachments

Two-User Poles, per pole	\$ 4.58
Three-User Poles, per pole	\$ 3.05

**** If Attachments are in a non-tariffed state, the rental rate is subject to annual adjustment based on FCC Calculation.**

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