

**HIGH VOLUME
POLE ATTACHMENT APPLICATION PLAN**

between

LOUISVILLE GAS AND ELECTRIC COMPANY

and

MCImetro ACCESS TRANSMISSION SERVICES CORP

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PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director



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9/29/2018


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

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HIGH VOLUME POLE ATTACHMENT APPLICATION PLAN

This High Volume Pole Attachment Application Plan (“Plan”) is made as of the 30th day of August, 2018, by and between Louisville Gas and Electric Company (“LG&E” or “Licensor” or “Company”) and MCIMetro Access Transmission Services (“MCIMetro” or “Licensee” or “Attachment Customer”), each a “Party” and together the “Parties.”

RECITALS

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

MCIMetro is a telecommunications carrier that desires to build a fiber network within LG&E’s service area in or near Louisville, Kentucky. MCIMetro contemplates that its fiber network construction project in or near Louisville, Kentucky (the “Project”) will require approximately 12,000 Attachments to LG&E-owned poles, or foreign-owned poles to which LG&E has attached its electric supply lines, over the course of two years.

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

The Parties have entered into an Attachment Customer Agreement, as defined in the PSA Rate Schedule, with an effective date of November 2, 2017.

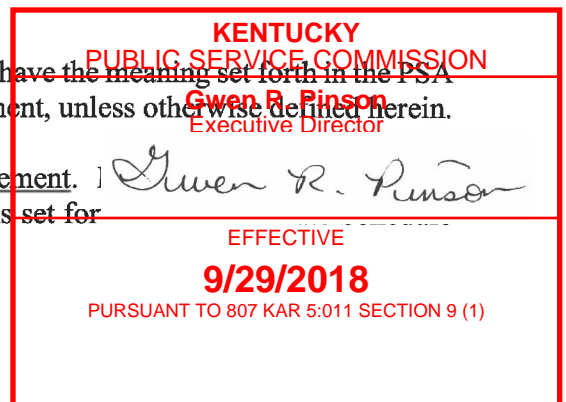
The Parties enter into this Plan for purposes of accommodating MCIMetro’s intent to submit High Volume Applications and for the purposes set forth in Section 7.h. of the PSA Rate Schedule. The Parties recognize that the Project is of exceptional scope and this Plan is necessary and integral to completion of the Project.

The Parties recognize that this Plan is a special contract and that it must be filed with the Commission for review and approval before becoming effective (or, in the absence of Commission approval, such other action by the Commission that allows the terms of this Plan to become effective, as determined in LG&E’s sole discretion).

AGREEMENT

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

1. Definitions. Capitalized terms used in this Plan shall have the meaning set forth in the PSA Rate Schedule and the Attachment Customer Agreement, unless otherwise defined herein.
2. PSA Rate Schedule and Attachment Customer Agreement. *1* otherwise in this Plan, the rates, terms and conditions set for



and the Attachment Customer Agreement between the Parties are adopted and incorporated as if fully set forth herein. Any amendments to the PSA Rate Schedule will, when approved by the Commission, be adopted and incorporated as if fully set forth herein. In the event of a conflict between this Plan and either the PSA Rate Schedule or the Attachment Customer Agreement, this Plan shall control.

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

4. High Volume Applications.

a. Ramp-Up. During the first thirty (30) day period of the Project, MCIMetro may submit High Volume Applications for up to 400 poles. During the second thirty (30) day period of the Project, MCIMetro may submit High Volume Applications for up to 550 poles. Thereafter, MCIMetro may submit High Volume Applications for up to 700 poles during any thirty (30) day period. The purpose of this ramp-up schedule is to acclimate the Parties and their contract resources to the maximum volume of applications allowed under this Plan. The Parties agree to cooperate in good faith for any revisions to, or extension of, this ramp-up period as necessary to achieve the objective stated in this Section 4.a.

b. Application Requirements. Each High Volume Application shall include: (1) the location and other identifying information for each pole (such as transformer location number or pole number) to which MCIMetro seeks to make an Attachment, and the amount of space required thereon; (2) the physical attributes of all proposed Attachments; (3) a pole loading study; (4) an annotated picture of each pole with heights of existing facilities; (5) any issues then known to MCIMetro regarding space, engineering, access or other matters that might require resolution before installation of Attachments; and (6) proposed make ready drawings. LG&E, in its reasonable discretion, may request additional information be included with the High Volume Application. MCIMetro shall provide such additional information before LG&E further processes the High Volume Application.

c. Design Review. Within thirty (30) days after receipt of a complete High Volume Application, LG&E shall (i) perform any survey, inspection, pole loading analysis, or other engineering necessary, in LG&E's sole discretion, to determine whether the make-ready drawings or other design materials require revision, and (ii) notify MCIMetro of any required revisions to the make-ready drawings or other design materials. Such work shall be performed by the contract designers described in Section 5.d. below.

d. Contract Designers.

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- i. In order to process the High Volume Applications anticipated in connection with the Project, LG&E will retain at least two (2) contract designers for the duration of the Project. The entire cost of such contract designers, plus the overhead and any reasonable costs associated with providing and overseeing such contract designers, will be reimbursed by MCIMetro within thirty (30) days after presentation of monthly invoices by LG&E. The contract designers shall be dedicated to the Project, but may be utilized by LG&E for other work so long as such other work does not in any way delay or otherwise impede the progress of the Project.
 - e. Estimates. LG&E shall not be responsible for preparing any estimate of the Supply Space make-ready required for the approval of a High Volume Application. MCIMetro is responsible for obtaining any such estimates directly from the Approved Contractor performing the Supply Space make-ready pursuant to Section 5.a. below.
5. Construction of Attachments. Upon completion of design review by LG&E, and notification to MCIMetro of any required revisions to the make-ready drawings or other design materials within a High Volume Application, construction shall proceed as follows:
- a. Supply Space Make-Ready.
 - i. LG&E-owned poles. For any approved High Volume Applications requiring Supply Space make-ready, including rearrangement of LG&E facilities or replacement of LG&E poles (and transfer of LG&E facilities), LG&E shall elect in writing whether to perform some or all of such Supply Space make-ready. If LG&E elects to perform some, but not all, of the Supply Space make-ready within an approved High Volume Application, LG&E shall designate with specificity the portion of Supply Space make-ready it elects to perform. LG&E shall complete any such work it elects to perform, at MCIMetro's expense, within sixty (60) days of election. If LG&E approves a High Volume Application without so electing, MCIMetro shall complete such work through the use of an Approved Contractor within sixty (60) days following LG&E's approval of the High Volume Application. In the event MCIMetro does not complete such work within sixty (60) days, MCIMetro will notify LG&E of the delay in completion, the reason for such delay and the need for an extension, including anticipated completion date, if known. LG&E may object to the extension, and the parties shall work in good faith to reach a mutually acceptable completion time frame.
 - ii. Foreign-owned poles. For any Supply Space make-ready required on foreign-owned poles (such as poles owned by the incumbent local exchange carrier), including rearrangement of LG&E facilities or replacement of LG&E facilities to a replacement pole, MCIMetro shall provide drawings to LG&E for review and approval. LG&E shall elect in writing whether to perform some or all of such Supply

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elects to perform some, but not all, of the Supply Space make-ready within the make-ready drawings, LG&E shall designate with specificity the portion of Supply Space make-ready it elects to perform. LG&E shall complete any such work it elects to perform, at MCIMetro's expense, within sixty (60) days of election. For any Supply Space make-ready work LG&E does not elect to perform, MCIMetro shall complete such work through the use of an Approved Contractor within sixty (60) days following LG&E's approval of the make-ready drawings. In the event MCIMetro does not complete such work within sixty (60) days, MCIMetro will notify LG&E of the delay in completion, the reason for such delay and the need for an extension, including anticipated completion date, if known. LG&E may object to the extension, and the parties shall work in good faith to reach a mutually acceptable completion time frame.


- b. Approved Contractor. The Approved Contractor shall provide notice to LG&E, in the form and manner directed by LG&E, at least one week prior to performing any Supply Space make-ready. MCIMetro shall provide the Approved Contractor with Supply Space make-ready drawings or other design materials as approved by LG&E, and the Approved Contractor shall document receipt of such drawings or materials, in the manner directed by LG&E, for each pole requiring Supply Space make-ready. Supply Space make-ready work shall be performed in accordance with LG&E's electric design and construction standards and applicable requirements of the NESC, NEC, all other applicable codes and laws, and LG&E's construction and safety practices. Each Approved Contractor performing Supply Space make-ready pursuant to this Plan shall (i) execute a Structure Access Agreement and General Release prior to performing such work, and (ii) procure all materials for such work from suppliers approved in writing by LG&E. The cost of the Approved Contractor, along with any materials and other labor necessary to complete the Supply Space make-ready, shall be paid entirely by MCIMetro. Supply Space make-ready shall be completed prior to third-party make-ready or installation of Attachments.
- c. Supply Space Make-Ready Inspectors. During the performance of any Supply Space make-ready by Approved Contractors under this Plan, an inspector designated by LG&E shall accompany the Approved Contractor(s). The inspector, in his or her sole discretion, may direct that work be performed in a manner other than as approved in a High Volume Application, based on the then-existing circumstances in the field. The reasonable cost of such inspector(s) shall be reimbursed by MCIMetro within thirty (30) days after presentation of monthly invoices by LG&E.
- d. Third-Party Make-Ready. In the event an approved High Volume Application requires another Attachment Customer to rearrange or transfer its facilities on one or more poles, MCIMetro shall coordinate the rearrangement or transfer with such third party and shall pay the costs related thereto. MCIMetro shall not install Attachments on any pole until all necessary third-party make-ready is complete.

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- e. Installation of Attachments. MCIMetro shall complete installation of its Attachments on LG&E poles within sixty (60) days of the later of the following: (i) approval of a High Volume Application; or (ii) if an approved High Volume Application requires make-ready work, completion of such make-ready work. In the event MCIMetro does not complete installation within sixty (60) days, MCIMetro will notify LG&E of the delay in installing, the reason for such delay and the need for an extension, including anticipated installation date, if known. LG&E may object to the extension, and the parties shall work in good faith to reach a mutually acceptable installation time frame. MCIMetro shall provide notice to LG&E of completion of installation of Attachments, with as-built drawings, within thirty (30) days of completion of installation.
 - f. Election Not to Proceed. If MCIMetro elects not to proceed with construction of any portion of an approved High Volume Application, MCIMetro shall so notify LG&E in writing.
 - g. Identification of Contractors. At all times while performing work on or near LG&E's poles, MCIMetro shall cause its contractors to visibly identify themselves and their work vehicles as such.
6. Inspection and Corrective Action.
- a. Within sixty (60) days of notification of completion of installation as set forth in Section 5.e. above, and at MCIMetro's expense (limited to expenses reasonably incurred by LG&E), LG&E shall conduct a post-construction inspection of all Attachments with the High Volume Application for the purposes of ensuring that such Attachments comply with all LG&E design and construction standards and applicable requirements of the NESC, NEC, and all other applicable codes and laws.
 - b. The process for correcting any non-compliance with any such requirements discovered during such inspection shall be as set forth in the PSA Rate Schedule, except that MCIMetro shall, in addition to complying with the requirements in the PSA Rate Schedule, pay as liquidated damages the amount of \$50 per pole for each pole on which violations are discovered during the post-construction inspection.
7. Process Flow Chart. The process described in Sections 4 through 6 above is illustrated in the flow chart attached as Exhibit A, hereto.
8. Regular Coordination Meeting. On a regular basis during the term of this Plan, but no less than twice per month, the Parties, through their designated Project representatives, shall meet in person or by telephone for the purpose of discussing progress of the Project, resolving issues and other coordination necessary for the Project to be completed on time.
9. Denial of Access. In the normal course, LG&E contemplates that any Application submitted by MCIMetro pursuant to this Plan. 1 shall be interpreted as requiring LG&E to grant approval to make Attachments to any


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particular pole. LG&E reserves the right to deny access to any pole for reasons of insufficient capacity, safety, reliability and generally applicable engineering concerns.

10. No Ownership Interest. No payment for materials or labor associated with Supply Space make-ready pursuant to this Plan shall establish any ownership interest in LG&E's poles or other facilities. All such poles and facilities, including but not limited to those LG&E poles replaced by MCIMetro pursuant to this Plan, shall be and remain the sole property of LG&E.
11. Additional Reimbursement. Given the extraordinary scope of the Project contemplated by this Plan, the Parties recognize that LG&E may incur different and additional costs in connection with the Project beyond those contemplated by the PSA Rate Schedule, the Attachment Customer Agreement, or within this Plan. If LG&E is aware that it will incur such different and additional costs, LG&E will notify MCIMetro in advance of incurring such additional costs to the extent reasonably possible, but LG&E's failure to provide such notice shall not relieve MCIMetro of the responsibility to pay such costs. MCIMetro agrees to reimburse LG&E for all such costs reasonably incurred, within thirty (30) days after presentation of an invoice for such costs, together with any reasonable supporting documentation requested by MCIMetro.
12. Unauthorized Work in Supply Space. In the event MCIMetro performs Supply Space make-ready or any other work in the Supply Space except as expressly set forth in this Plan, MCIMetro shall pay to LG&E as liquidated damages the amount of \$2,500 per each such pole on which such unauthorized work was performed.
13. Performance Assurance. The Parties anticipate that the Project will involve more than 12,000 Attachments to LG&E poles, or foreign-owned poles to which LG&E has attached its electric supply lines, over the course of a two-year period, and the Parties recognize that the size of the Project, along with the provisions set forth in this Plan to accommodate the Project, increases LG&E's financial risk beyond the risk addressed in Section 24 (Performance Assurance) of the PSA Rate Schedule. Prior to submitting a High Volume Application, MCIMetro shall furnish to LG&E a surety bond in the amount of three hundred thousand dollars (\$300,000) (or increase its existing surety bond to \$300,000), which otherwise meets the requirements of Section 24 of the PSA Rate Schedule. The surety bond required by this Plan shall remain in place until the completion of the Project, at which point the bond shall be reduced in accordance with Section 24 of the PSA Rate Schedule.
14. Insurance. During the term of this Plan, MCIMetro shall comply with the insurance requirements set forth in Section 23 of the PSA Rate Schedule, except as follows:
 - a. Umbrella/Excess Liability Insurance. MCIMetro shall maintain minimum limits of \$5,000,000 per occurrence; \$5,000,000 aggregate to apply to employer liability, commercial general liability, and automobile liability.

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- b. Election Not to Comply. MCIMetro may not avail itself of the election not to comply with Section 23.a. through f. of the PSA Rate Schedule, as set forth in Section 23.h. of the PSA Rate Schedule, at any time during the term of this Plan.
15. Revocation or Suspension of Plan; Safety. In the event LG&E discovers unauthorized work in the Supply Space, Unauthorized Attachments or other violations of LG&E's safety standards, or if MCIMetro's Attachments repeatedly fail the post-construction inspection, or if MCIMetro repeatedly submits deficient applications, LG&E may in the exercise of its reasonable discretion revoke or suspend this Plan, or restart the Ramp-Up period set forth in Section 4.a. above.
16. Term and Termination. The initial term of this Plan shall be for two (2) years from the effective date, unless earlier terminated by either Party due to default by the other (and failure to cure such default within thirty (30) days written notice). This Plan shall automatically renew for successive one (1) month terms unless either Party gives notice of termination thirty (30) days prior to expiration of the initial term or any successive term.
17. Supplemental Operating Procedures. The Parties recognize that, during the course of the Project, it may become necessary to implement mutually beneficial supplemental operating procedures. Nothing herein, or in the Customer Attachment Agreement or the PSA Rate Schedule, shall prevent the Parties from adopting supplemental operating procedures as deemed mutually beneficial for purposes of completing the Project.
18. No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of LG&E and MCIMetro and, where permitted, their respective successors and assigns. Nothing in this Plan or in any approved High Volume Application shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity.
19. Exhibits. LG&E may revise Exhibit A to this Plan, in its reasonable discretion, at any time without need for a mutually executed amendment to this Plan, and the revised Exhibit A shall be incorporated into this Plan. In the event of a conflict between Exhibit A and this Plan, this Plan shall control unless otherwise mutually agreed in writing.

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

LOUISVILLE GAS AND
ELECTRIC COMPANY

By: Denise Simon

Denise Simon

Director, Distribution Reliability
Analytics, and Administration COMMISSION

Date: 8/31/17

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MCImetro ACCESS TRANSMISSION
SERVICES CORP

By:  Gisela Macedo (Aug 10, 2018)

Name: Gisela Macedo

Title: Senior Manager

Date: Aug 10, 2018

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VZB-8-10-2018 LGE-MCI metro High Volume Plan RHC 7-6-18






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08/10/2018

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between
LOUISIANA GAS AND ELECTRIC COMPANY
and
SOUTHERN ACCESS TRANSMISSION SERVICES CORP

Created:	08/10/2018
By:	Sonya Bible (Sonya.bible@one.verizon.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA909QYAyPbTstLePAw2bolzVXIYMwtLFt

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-  Document created by Sonya Bible (Sonya.bible@one.verizon.com)
08/10/2018 - 9:59:45 AM CDT - IP address: 198.23.5.73
-  Document emailed to Gisela Macedo (Gisela.Macedo@one.verizon.com) for signature
08/10/2018 - 10:00:23 AM CDT
-  Document viewed by Gisela Macedo (Gisela.Macedo@one.verizon.com)
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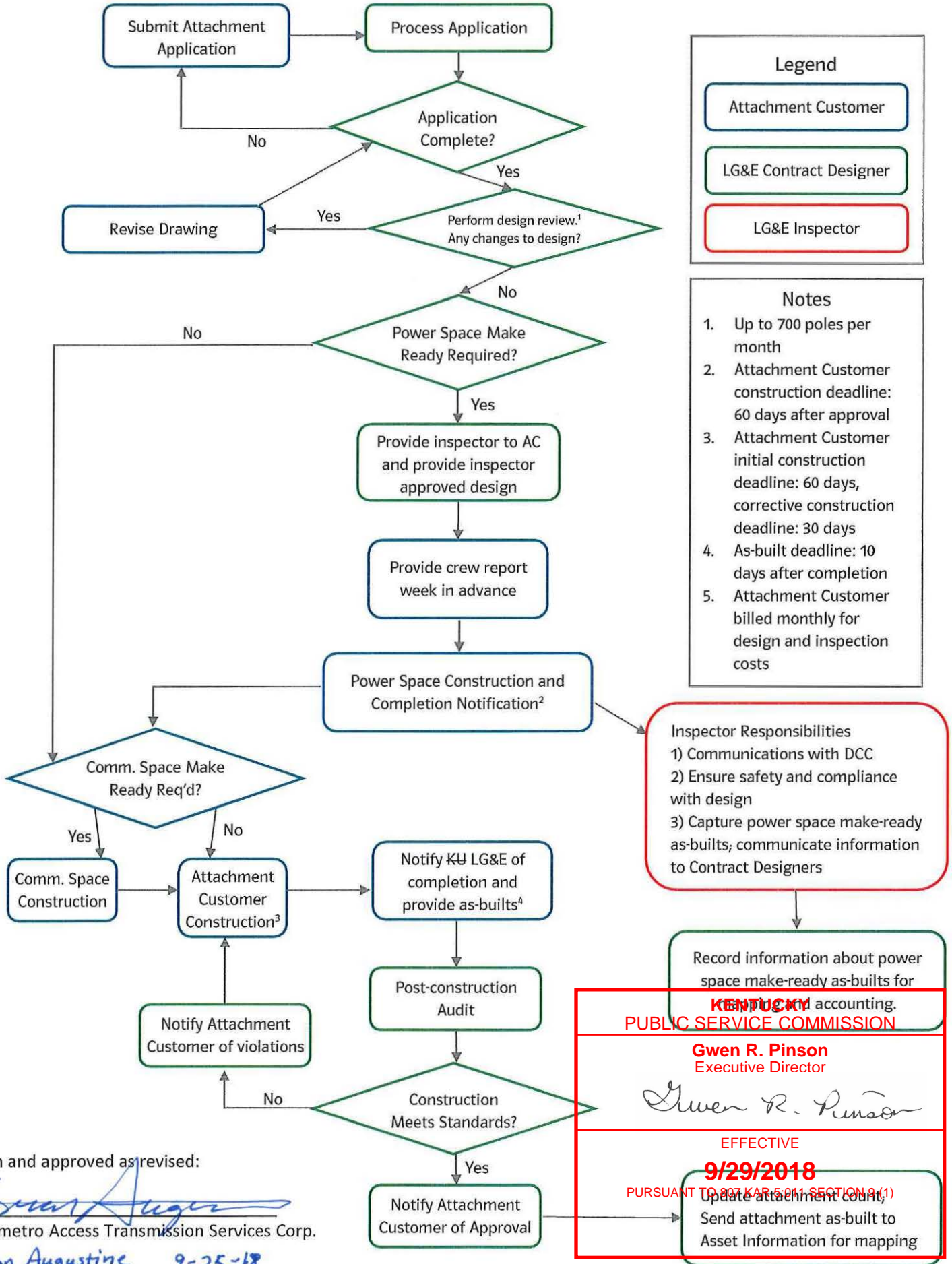
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EXHIBT A - High Volume Process Flow Chart



Seen and approved as revised:

Brian Augustine
 MCI metro Access Transmission Services Corp.
 Brian Augustine 9-25-18

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 Update attachment count,
 Send attachment as-built to
 Asset Information for mapping