

POLE AND ANCHOR ATTACHMENT TARIFF

POLE AND ANCHOR ATTACHMENT TARIFF

P.S.C. KY NO. 7

WINDSTREAM KENTUCKY WEST, LLC

Original Title Page 1

REGULATIONS, RATES AND CHARGES

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

Date of Issue: July 7, 2016

Date Effective: July 17, 2016

Issued By: Chris Cranford

Title: Product Manager – Pricing & Tariffs

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____



POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 1

1. POLE AND ANCHOR ATTACHMENTS

1.1 Regulations

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

A. Definitions of Terms

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

Anchor Attachment - a guy strand attached to an anchor.

CATV - Community Antenna Television.

Company (the Company) - Windstream Kentucky, Inc.

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

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

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

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

B. Undertaking of the Company

1. Scope

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

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POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 2

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

B. Undertaking of the Company (Continued)

2) Limitations

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

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

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

3) Liability and Damages

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

4) Termination of Authorizations

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

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In Case No. _____ Dated: _____



POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 3

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

B. Undertaking of the Company (Continued)

4) Termination of Authorizations ((Continued))

a) (Continued)

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

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

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

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

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

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

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

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In Case No. _____ Dated: _____



POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 4

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

B. Undertaking of the Company (Continued)

5) Notices

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

C. Obligation of the Customer

1) Legal Requirements

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

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

2) Claims, Damages and Required Insurance

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

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

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In Case No. _____ Dated: _____



POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 5

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

C. Obligation of the Customer (Continued)

2) Claims, Damages and Required Insurance (Continued)

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

D. Attachment and Occupancy Applications

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

E. Make-Ready Requirements

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

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Title: Product Manager – Pricing & Tariffs

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____



POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 6

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

E. Make-Ready Requirements (Continued)

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

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

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

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

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Title: Product Manager – Pricing & Tariffs

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____



POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 7

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

E. Make-Ready Requirements (Continued)

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

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

F. Construction, Maintenance and Removal of Customer Facilities

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

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

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Title: Product Manager – Pricing & Tariffs

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____



POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 8

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

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

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

1) Attachment to Poles and Anchors

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

a) General

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

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

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

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By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____



POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 9

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

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

1) Attachment to Poles and Anchors (Continued)

a) General (Continued)

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

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

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

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

b) Voltage, Power, and Electrical Interference

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

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By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____



POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 10

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

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

1) Attachment to Poles and Anchors (Continued)

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

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

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

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

c) Grounding and Bonding

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

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

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By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____



POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 11

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

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

1) Attachment to Poles and Anchors (Continued)

c) Grounding and Bonding (Continued)

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

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

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

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

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

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

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Date Effective: July 17, 2016

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Title: Product Manager – Pricing & Tariffs

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____



POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 12

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

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

1) Attachment to Poles and Anchors (Continued)

c) Grounding and Bonding (Continued)

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

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

d) Clearances

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

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

Date of Issue: July 7, 2016

Date Effective: July 17, 2016

Issued By: Chris Cranford

Title: Product Manager – Pricing & Tariffs

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____



POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 13

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

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

1) Attachment to Poles and Anchors (Continued)

d) Clearances (Continued)

NESC 1981 Edition
General Rule

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

235

Vertical clearance of wires above ground, rails or water

232

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

e) Location and Spacing

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

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

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

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Date Effective: July 17, 2016

Issued By: Chris Cranford

Title: Product Manager – Pricing & Tariffs

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____



POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 14

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

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

1) Attachment to Poles and Anchors (Continued)

e) Location and Spacing (Continued)

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

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

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

Underground riser cable or pipe.

Cross-connecting terminal.

Pole-mounted distribution terminal.

Pole-mounted closure.

Apparatus case.

Air dryer.

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

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

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

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Title: Product Manager – Pricing & Tariffs

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____



POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 15

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

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

1) Attachment to Poles and Anchors (Continued)

e) Location and Spacing (Continued)

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

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

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

f) Loading

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

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

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

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Date Effective: July 17, 2016

Issued By: Chris Cranford

Title: Product Manager – Pricing & Tariffs

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____



POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 16

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

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

1) Attachment to Poles and Anchors (Continued)

g) Guying and Stepping

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

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

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

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

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

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

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

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By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____



POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 17

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

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

1) Attachment to Poles and Anchors (Continued)

g) Guying and Stepping (Continued)

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

2) Inspections of Customer's Installations

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

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

G. Unauthorized Attachment or Occupancy

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

Date of Issue: July 7, 2016

Date Effective: July 17, 2016

Issued By: Chris Cranford

Title: Product Manager – Pricing & Tariffs

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____



POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 18

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.1 Regulations (Continued)

G. Unauthorized Attachment or Occupancy (Continued)

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

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

H. Termination of Attachments

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

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

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

Date of Issue: July 7, 2016

Date Effective: July 17, 2016

Issued By: Chris Cranford

Title: Product Manager – Pricing & Tariffs

By Authority of Order of the Public Service Commission

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POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 19

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.2 Rates and Charges

A. General

1) Computation

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

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

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

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

2) Payment Dates

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

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Date Effective: July 17, 2016

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POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 20

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.2 Rates and Charges (Continued)

B. Rates

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

C. Other Charges

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

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

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

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POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 21

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement

1. PARTIES.

This Pole Attachment License Agreement ("Agreement") is entered into as of the date last signed by all the parties ("Effective Date") by and between Windstream Kentucky East, LLC, a Windstream company organized and existing under the State of Kentucky ("Licensor") and _____, a company organized and existing under the State of _____ ("Licensee"). Licensor and Licensee may sometimes be referred to in this Agreement individually as a "party" and collectively as the "parties".

2. SCOPE.

A. The purpose of this Agreement is to set forth the rates, terms, conditions, and procedures under which the Licensor will provide Licensee access to Licensor's Poles (as defined herein) in the State of Kentucky for the purpose of Licensee attaching wireline facilities.

B. The parties acknowledge that Licensor is entering into this Agreement because Licensee has represented it is a regulated "telecommunications carrier" or "cable television system" provider as such terms are defined in the Communications Act of 1934, as amended (hereinafter the "Communications Act") and desires to provide telecommunications service or cable service ("Services"), as defined in the Communications Act; and that Licensee is authorized to provide these Services under its franchise or other lawful authority within its service area where Licensor owns Poles. In the event Licensee no longer has the status as a "telecommunications carrier" or "cable television system" provider or the authority to offer these Services in the state where the Poles are located, Licensor shall have the right to immediately terminate this Agreement and require Licensee to remove all of its facilities from Licensor's Poles. **As a condition precedent to entering into this Agreement, Licensee shall submit to Licensor a copy of its certification evidencing its status as either a regulated telecommunication carrier or cable television system provider, and until such documentation is provided to Licensor, Licensor shall not be obligated to enter into this Agreement.**

C. Subject to the provisions of this Agreement, Licensor will issue to Licensee for any lawful communications purpose, revocable, nonexclusive Licenses authorizing the placement of Licensee's Attachment to Licensor's Poles.

Date of Issue: March 22, 2022

Date Effective: March 31, 2022

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In Case No. _____ Dated: _____

(N)

(N)

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 22

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

2. SCOPE (Cont'd.)

D. No use, however extended, of Licensor's Poles nor payment of any fees or charges required under this Agreement or License issued under this Agreement shall create or vest in Licensee any ownership or property rights in said Poles, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to construct, retain, extend, place, or maintain any facilities not needed for its own service requirements, unless otherwise required by law. Nothing contained in this Agreement or in any License issued hereunder shall in any way affect, restrict or impair the right of Licensor to convey, transfer, mortgage, or assign to any other person or entity any interest in real or personal property, including any Poles in which Licensee has attached or placed Licensee's Attachments pursuant to Licenses issued under this or other license agreements.

E. Licensee recognizes that Licensor has entered into, or may in the future enter into, agreements and arrangements with others which are not a party to this Agreement regarding the Poles covered by this Agreement. Nothing herein contained shall be construed as a limitation, restriction or prohibition against Licensor with respect to such other agreements or arrangements. The rights of Licensee shall at all times be subject to any present or future joint use or joint ownership arrangement between Licensor and any other party.

F. This Agreement does NOT create any right for Licensee to access or place facilities in Licensor central offices, conduit or to place wireless communication equipment on Poles. A separate agreement is required for any access to Licensor facilities other than those outlined in this Agreement.

3. DEFINITIONS.

Certain capitalized terms used in this Agreement are listed in and have the meaning as set forth in Exhibit A. Exhibit A is incorporated and made a part of this Agreement by reference.

(N)

(N)

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POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 23

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

4. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon the Effective Date and if not terminated in accordance with the provisions of this Agreement, shall continue in effect for a term of one (1) year ("Initial Term") and shall continue on a year –to – year basis. Notwithstanding the foregoing, any time after the Initial Term and anytime thereafter the rates, fees and charges set forth may be increased or decreased by written notice from Licensor to Licensee.

B. Either Party may terminate this Agreement for any reason after the Initial Term with at least thirty (30) day written notice to the other party. Licensor may terminate this Agreement in the event of default as set forth under Article 21 of this Agreement.

C. Upon termination of the Agreement in accordance with any of its terms, all outstanding Licenses in connection therewith shall terminate and shall be surrendered and Licensee shall immediately, and at its sole expense remove all Attachments located on Poles within sixty (60) days of date of termination.

5. TERMINATION OF LICENSES

A. In addition to other termination rights set forth in this Agreement, 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.

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Date Effective: March 31, 2022

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By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____

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(N)

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 24

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

5. TERMINATION OF LICENSES (Cont'd.)

B. 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 attached hereto as Exhibit C and incorporated by reference and made a part of this Agreement. 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 Agreement, no Attachment shall again be made to such Poles unless Licensee shall have first complied with all of the provisions of this Agreement as though no Attachment had previously been made.

6. RATES, FEES AND CHARGES.

A. All rates, charges and fees set forth in this Agreement and those shown in Exhibit D (Schedule of Rates, Fees, and Charges) shall be subject to and calculated in accordance with applicable law, and Licensor may in its sole discretion revise the rates, charges and fees as set forth in Exhibit D upon 30 day notice to Licensee. Exhibit D is incorporated and made a part of this Agreement by reference. The fees, rates and charges set forth in Exhibit D or elsewhere in this Agreement are effective during the term of this Agreement and subject to change as set forth herein.

B. Pole Attachment Fee. For the purpose of computing the annual Pole Attachment Fee due under this Agreement, 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 on Exhibit D, as may be modified by Licensor from time to time. If Licensee is a regulated cable system provider which begins to offer telecommunication Services, Licensee must notify Licensor within thirty (30) days of the change in use if it shall begin to use any attachment for telecommunication Services and Licensor may adjust the Attachment Rate and Pole Attachment Fee as appropriate consistent with the applicable FCC formula for telecommunication providers.

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POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 25

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

6. RATES, FEES AND CHARGES (Cont'd.)

C. 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

D. All other Attachment related inquiry, verification, application, administrative and miscellaneous rates, fees and charges shall be calculated and paid in accordance with Exhibit D and the terms of this Agreement.

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

7. PAYMENT, SECURITY BOND AND LIEN.

A. All bills for such other charges for work performed by Licensor and the fees set forth in the Agreement shall be payable upon presentment to 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 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 Licensee, suspend its own performance of any or all obligations arising under this Agreement, including but not limited to the obligation to issue any License, or process any Application therefore.

(N)

(N)

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In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 26

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

7. PAYMENT, SECURITY BOND AND LIEN (Cont'd.)

B. Bond. Licensee shall furnish a bond or other security, and keep in place during the term of this Agreement, satisfactory to Licensor, the amount of \$5,000 or an amount equal to two (2) years of Pole Attachment Fees, whichever is greater, to guarantee the performance of Licensee obligations including payment of any such sums (including Unauthorized Attachment charges and liquidated damages) which may become due to Licensor arising out of this Agreement including, but not limited to rent, fees due hereunder or charges for work performed for the benefit of Licensee under this Agreement, including the removal of Licensee's facilities upon termination of this Agreement by any of its provisions or upon termination of any License issued hereunder. Such bond shall include that Licensor received 30 days prior notice of cancellation. Cancellation of a bond shall be an event of default by Licensee. Upon signing this Agreement and prior to issuance of a License, Licensee shall furnish the bond to be sent to person identified in Exhibit E. Licensor may in its sole discretion change the bond amount or cancellation notice requirement from time to time upon at least thirty (30) day notice to Licensee. Licensor shall not be obligated to issue any License hereunder until Licensee has provided the bond as set forth herein.

C. Lien. Should Licensor under the terms and conditions of this Agreement 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. Licensor is hereby given a lien on Licensee's cable, equipment or facilities attached to Licensor's Poles or removed therefrom, with power of public or private sale, to cover any amounts due Licensor under the provisions of this Agreement. Such liens shall not operate to prevent Licensor from pursuing, at its option, any other remedy in law, equity or otherwise, including any other remedy provided for in this Agreement.

(N)

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POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 27

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

8. ATTACHMENT REQUEST AND LICENSE PROCESS FOR COMPLEX MAKE-READY

A. Requests to Attach. Before Licensee shall have a right to place Attachments to any Poles 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 (Exhibit B). Licensee shall provide sufficient information on the Exhibit B Application to enable Licensor 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). Each Exhibit B Application for Pole License shall contain no more than twenty-five (25) Poles and Licensee may submit up to twelve (12) Exhibit B Applications for Pole License within a rolling thirty (30) day period. Licensor requires that all poles on any one Exhibit B 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 Licensee has multiple Applications for Pole Licenses on file with Licensor, Licensee may designate its desired priority of completion with respect to all such Application for Pole Licenses. Licensee shall not under any circumstances attach any equipment to any guy wires or anchors owned by Licensor.

B. Application For Pole License and Engineering Survey. Licensee shall submit an Application for Pole License in the form of Exhibit B and shall include a drawing of the proposed route, the pole detail and contact information (name, telephone and email information). Upon receipt of a complete Exhibit B Application, Licensor will conduct an engineering survey to determine whether and where Licensee’s Attachment is feasible, and what Make-Ready Work is required by Licensor or other existing attachers to accommodate Licensee’s Attachment. Licensor will invoice Licensee for all applicable application and estimated field survey fees within ten days of acceptance of the Exhibit B application form. Licensee shall remit payment in full for applicable application and estimated field survey fees prior to Licensor conducting the field survey. Upon completion of the engineering survey, Licensor shall inform Licensee of its estimated make-ready charges for Licensor Make-Ready Work (“Make-Ready Estimate”). If during this process, Licensor determines the request is denied based on insufficient capacity or for reasons of safety, reliability and generally applicable engineering purpose, Licensor shall inform Licensee that the Application for Pole License is denied together with the reason. All expenses incurred by Licensor in reviewing Licensee’s Application for Pole License shall be borne by Licensee even if such request is denied by Licensor.

(N)

(N)

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POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 28

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

8. ATTACHMENT REQUEST AND LICENSE PROCESS FOR COMPLEX MAKE-READY (Cont'd.)

C. Advance Payment of Make-ready Work Estimate and Expedited Charges. If Licensee upon review of the Make-Ready Estimate desires to proceed with the process to obtain a License from Licensor, Licensee 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. Licensee shall be solely responsible for negotiating with existing attachers for Make-Ready Work relating to such other existing attacher facilities located on, within or in Licensor's Poles and shall be responsible for paying all charges incurred in transferring or rearranging existing attacher facilities to accommodate the placement of Licensee's Attachment on, within or in Licensor's Poles. In the event, Licensee declines to proceed with the project Licensee 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.

D. 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 Licensee's payment of the Make- Ready Estimate. Upon completion of all Make-Ready Work and receipt of all fees and charges due from Licensee to Licensor, Licensor shall issue Licensee an approved License which shall be in the form of a Licensor countersigned Exhibit B Application for Pole License. At that time, Licensee 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 Agreement. Licensee shall maintain a copy of all Applications for Pole Licenses and approved Licenses. Licensor may provide upon request copies of the same to the extent available and Licensee shall reimburse Licensor for its costs in preparing and sending requested copies.

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(N)

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By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 29

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

(N)

9. ATTACHMENT REQUEST AND LICENSE PROCESS FOR SIMPLE MAKE-READY

A. 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 (Exhibit B-1). Licensee shall provide sufficient information on the Exhibit B-1 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 Exhibit B-1 Application for Pole License shall contain no more than twenty-five (25) Poles and Licensee may submit up to twelve (12) Exhibit B-1 Applications for Pole License within a rolling thirty (30) day period. **Licensor requires that all poles on any one Exhibit B-1 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 Licensee has multiple Applications for Pole Licenses on file with Licensor, Licensee may designate its desired priority of completion with respect to all such Application for Pole Licenses. **Licensee shall not under any circumstances attach any equipment to any guy wires or anchors owned by Licensor.**

B. Application For Pole License and Engineering Survey. Licensee shall submit an Application for Pole License in the form of Exhibit B-1 and shall include a drawing of the proposed route, the pole detail and contact information (name, telephone and email information). Licensor will invoice and Licensee shall pay applicable application fee(s) prior to Licensor processing the application. Prior to submitting the Exhibit B-1 Application, Licensee shall send notice (which may be via email or other electronic means) at least three (3) days in advance that Licensee will be surveying Licensor's Pole(s) with an Approved Contractor. Licensee is responsible for determining, in accordance with the requirements of the National Electric Safety Code, if the existing Licensor's and third parties' facilities will support the additional loading imposed by the Licensee's attachments. Upon receipt of an Exhibit B-1 Application, Licensor shall have ten (10) days to ensure whether it is complete. If the Exhibit B-1 Application is incomplete, Licensor will return the Exhibit B-1 Application to Licensee along with an explanation detailing how it is deficient. For Exhibit B-1 Applications that are complete, Licensor has thirty (30) days from receipt of the Exhibit B-1 Application to review and approve or reject the Exhibit B-1 Application. 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 Licensee that the Exhibit B-1 Application is denied together with an explanation detailing why the Exhibit B-1 Application is denied. Upon Licensor's approval of an Exhibit B-1 Application, Licensee 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 Agreement. All expenses incurred by Licensor in reviewing Licensee's Application for Pole License shall be borne by Licensee even if such request is denied by Licensor.

(N)

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POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 30

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

9. ATTACHMENT REQUEST AND LICENSE PROCESS FOR SIMPLE MAKE-READY

C. Make-Ready Process For Simple-Make-Ready. Licensee will be responsible for coordinating with an Approved Contractor to attach to Licensor's Pole(s). Licensee will be responsible for moving all existing Licensor Attachments, as may be necessary, to place Licensee's Attachments upon Licensor's Poles. Licensee will be responsible for all costs incurred by the Approved Contractor to place Licensee's Attachments and move any existing Attachments on Licensor's Poles. Licensee shall notify in writing, all known other users that may be affected by the make-ready required for Licensee's Attachments. The notice shall: (i) specify the location and type of make-ready to be performed; (ii) state Licensee will perform Simple Make-Ready within a set date for completion of all make-ready, which will be no sooner than sixty (60) days after Licensee's notice to other users; and (iii) state that any entity with an existing attachment may make arrangements with Licensee to move such existing attachments upon terms agreeable to the parties. To the extent necessary, Licensee shall make arrangements with other users regarding reimbursement for any expenses incurred by other users in transferring or rearranging other users' facilities to accommodate the attachment or placement of Licensee's Attachments to or in Licensor's Poles. To the extent necessary, Licensee shall be solely responsible for negotiating with existing attachers concerning Simple Make-Ready relating to such other existing Attachments located on, within or in Licensor's Poles and shall be responsible for paying all charges incurred in transferring or rearranging existing Attachments to accommodate the placement of Licensee's Attachment on, within or in Licensor's Poles other than charges associated with fixing violations of existing attachers. Licensee shall not be authorized to move the attachments of a third party without first obtaining their consent. All Simple Make-Ready work shall be performed in accordance with Licensor's specifications attached to this Agreement as Exhibit G and in accordance with the same standards and practices followed by Licensor or Licensor's contractors. Authorized Contractors used by Licensee 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 other user. Once Simple Make-Ready is completed by an Authorized Contractor, Licensee shall notify Licensor. Licensee shall maintain a copy of all Applications for Pole Licenses and approved Licenses. Licensor may provide upon request copies of the same to the extent available and Licensee shall reimburse Licensor for its costs in preparing and sending requested copies.

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Date of Issue: March 22, 2022

Date Effective: March 31, 2022

Issued by: Senior Regulatory Counsel

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 31

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

10. AUTHORITY FOR PLACEMENT OF ATTACHMENT

a. Before any placement of Attachments by Licensee, regardless of whether a License may have been issued, Licensee represents and warrants that it has the authority to maintain Attachments within public rights-of-way, or on private rights-of-way or on private property, and shall upon request provide a copy of documentation evidencing such right to Licensor. Licensee shall be solely responsible for obtaining all licenses, easements, authorizations, permits and consents from federal, state and local authorities or private land owners that may be required to place and maintain Attachments on Licensor's Poles.

b. Licensor and Licensee agree that neither party has the right to restrict or interfere with the other party's lawful access to and use of public right-of-way, including public right-of-way, which pass over property owned by either party. Except as otherwise specifically provided in this Agreement, Licensor and Licensee shall each be responsible for obtaining their own right-of-way and permission to use real or personal property owned or controlled by any governmental body or private entity or person.

c. Licensor may, without incurring any liability, remove Attachments of Licensee from Licensor's Poles, at Licensee's sole expense where in Licensor's sole judgment such removal is required in connection with the performance of Licensor's service obligation or the safety of Licensor's employees. Whenever such removal has been made, Licensee will be notified.

11. CONSTRUCTION AND MAINTENANCE

a. Licensee's Attachments shall be placed and maintained in accordance with the following:

1. any and all Licensor requirements and specifications of Licensor, and
2. the terms and conditions of this Agreement, and
3. the National Electric Safety Code (most recent edition), and
4. the National Electric Code (most recent edition), and
5. in compliance with any other rules or orders now in effect or that may hereafter be issued by any state utility commission or other authority (state, federal, local) having jurisdiction over including but not limited to Poles, rights-of-way, and Hazardous Materials.

Each of Section 11(a)(1-5) is incorporated by reference and made a part of this Agreement, and in the event of a conflict or difference between any of these specifications and requirements, the more stringent will apply. Licensee agrees to rearrange its Attachments, within a commercially reasonable timeframe, in accordance with changes in the standards referenced herein in this Section 11(a) of this Agreement, or if required by law.

Date of Issue: March 22, 2022

Date Effective: March 31, 2022

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(N)

(N)

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 32

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

11. CONSTRUCTION AND MAINTENANCE (Cont'd.)

b. Licensee shall, at its own expense, make and maintain its Attachments and use Licensor Poles in a safe condition and in thorough repair, and in a manner acceptable to Licensor, and so as not to conflict with the use of said Poles by Licensor or by other authorized users of said Poles, or interfere with other facilities thereon or which may from time to time be placed thereon. Licensee shall, at its sole expense, upon written notice from Licensor, relocate or replace its Attachments placed on said Poles or transfer them to substituted Poles that may be authorized by Licensor, or perform any other work in connection with said Attachments that may be required. Licensor shall give such written notice as is reasonable in the circumstances, provided, however, that in cases of emergency, as determined by Licensor in its sole discretion, Licensor may arrange to relocate, remove or replace Licensee Attachments placed on said Poles, transfer such Attachments to substituted Poles or perform any other work in connection with said Attachments that may be required in the maintenance, replacement, removal or relocation of said Poles or Licensor or existing attacher facilities thereon or which may be placed thereon, or for the service needs of Licensor, and Licensee shall reimburse Licensor for the expense thereby incurred. For the purpose of this Section, Licensee Attachments shall be understood to include Attachments of Licensee in space reserved for Licensor, or space which Licensor has the right to use, on poles of other companies with which Licensor now has or may hereafter have agreements for joint use and occupancy; and the use of such space by Licensee shall be subject to the terms and conditions of the agreements between Licensor and said other companies.

c. Licensee shall be responsible at all times for the condition of Licensee's Attachments and its compliance with the requirements, specifications, rules, regulations, ordinances and laws specified in this Agreement. Licensor shall have no duty to Licensee to inspect, monitor or maintain the condition of Licensee's Attachments (including, but not limited to, splices and other facilities connections) located on, within or in Licensor's Poles. Licensor may make periodic or spot inspections at any time of any part of Licensee's Attachments as Licensor determines reasonable or necessary in its sole judgment, pursuant to Section 16 of this Agreement.

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(N)

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In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 33

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

11. CONSTRUCTION AND MAINTENANCE (Cont'd.)

d. Licensee shall not authorize any person or entity acting on Licensee's behalf ("Licensee Contractor") to perform any work on, within or in Licensor's Poles without first verifying, to the extent practicable, on each date when such work is to be performed and, that the condition of the Poles is suitable for the work to be performed. If Licensee or Licensee Contractor determines that the condition of the Poles is not suitable for the work to be performed, Licensee shall notify Licensor of the condition of the Poles in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.

e. Licensee shall be solely responsible for paying all persons and entities that provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's Attachments and for directing the activities of all Licensee Contractors while they are physically present on, within or in the vicinity of Licensor's Poles. Licensee shall not permit any mechanic's lien, material man's lien, or any other lien, claim or security interest to attach to or encumber any of Licensor's real or personal property at any time.

f. 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.

12. OVERLASHING

a. Licensee may, upon notice to Licensor, overlash its own existing authorized Attachment and this does not constitute a separate Attachment, as it relates to the billing of Pole Attachment Fees, unless multiple/separate Attachment points are physically made at the Poles itself outside of the scope of a single Attachment. Such notice shall be in the form of an Exhibit B Application for Pole License, and any additional Attachments being installed on Poles, regardless of it being an overlash of existing Attachment or as a new Attachment, will require an engineering analysis to determine if the additional loading negatively impacts the Poles capacity. Any additional load which causes the Pole to exceed its rated capacity or no longer provides for ample ground clearance of the Attachments or other facilities will necessitate the need for the Licensee to pay any and all Make Ready Work necessary. Each overlash strand shall not exceed a 2" maximum diameter.

b. In no event shall Licensee allow a third party to overlash to Licensee's Attachments without prior notice to and consent from Licensor. Any third party must execute a License Agreement with Licensor and obtain a license thereunder.

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Date Effective: March 31, 2022

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In Case No. _____ Dated: _____

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POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 34

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

13. MODIFICATIONS, ADDITIONS, REPLACEMENTS OR REARRANGEMENTS

a. Licensee 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 Licensee’s Attachments, and
- 4. a representation that the modification, addition, or replacement will not impair the structural integrity of the Poles involved.

b. Upon Licensor’s receipt of a complete Exhibit B Application for Pole License, Licensor will perform, at Licensee’s sole expense, a field check and if Licensor determine that the modification, addition, or replacement specified by Licensee in its notice will require more space than that allocated to Licensee or will require the rearrangements of, reinforcement of, replacement of, or an addition of support equipment to the Poles involved in order to accommodate Licensee’s modification, addition, or replacement, Licensor will so notify Licensee and the parties will follow the Make-Ready Work process as set forth in Section 8 of this Agreement in order to obtain authorization for the modification, addition, or replacement of its Attachments.

c. 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 another party 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 the other party.

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(N)

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In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 35

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

13. MODIFICATIONS, ADDITIONS, REPLACEMENTS OR REARRANGEMENTS (Cont'd.)

d. When multiple applications, including those of Licensee, 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 Licensee shall pay for all costs for such transfers.

e. In the event Licensor plans to modify or alter any Poles upon which Licensee has placed Attachments, Licensor, except in emergency situations, shall provide Licensee written notice of the proposed modification or alteration at least sixty (60) days prior to the time the proposed modification or alteration is scheduled to take place. Should Licensee decide to modify or alter Licensee's Attachments on Poles, Licensee shall so notify Licensor in writing at least thirty (30) days prior to the day the work is to begin. In such event, Licensee shall bear a proportionate share of the total costs incurred by Licensor to make Licensor Poles accessible.

f. In the event it becomes necessary for Licensor, Licensor's subsidiary or affiliate or any other entity in which Licensor hold an interest, or another utility with whom Licensor has a prior agreement for pole attachments, to use the space on a Pole occupied or to be occupied by Licensee's Attachments, Licensee shall, 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.

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

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(N)

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In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 36

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

14. EMERGENCY RESTORATION

a. In the event of an emergency, restoration procedures may be affected by the presence of Licensee’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.

b. Where Licensor and Licensee 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 other entities with attachments as is reasonably safe.

b) Where Licensor is unable to grant simultaneous access to all other entities with attachments, 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.

c. Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee 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 Licensee against Licensor for any damage to Licensee’s Attachments or disruption of Licensee’s Services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee.

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Date Effective: March 31, 2022

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In Case No. _____ Dated: _____

(N)

(N)

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 37

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

15. FAILURE TO PLACE ATTACHMENTS

Once Licensee has been issued a License, Licensee shall have ninety (90) calendar days from the date of the License was issued to begin the placement of its Attachments on the Licensor Poles covered by the License. If Licensee has not begun placing its Attachments within the ninety (90) day period, Licensee shall so advise Licensor with a written explanation and notice for the delay. If Licensee fails to advise Licensor of its delay by notice thereof or if Licensee fails to act in good faith by not making a bona fide effort to begin placing its Attachments within the ninety (90) calendar days prescribed by this section, the License shall be automatically rescinded by Licensor and deemed null and void, and Licensee shall have no further right to place the Attachments pursuant to such voided License.

16. ABANDONMENT

Nothing in this Agreement 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.

17. 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 Licensee's Attachments on Poles and any other associated facilities for the limited purpose of determining whether Licensee's Attachments are in compliance with the terms of this Agreement 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 attached to this Agreement as Exhibit G, incorporated herein, and in accordance with the same standards and practices followed by Licensor or Licensor's Contractors. 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 Licensee violation of the requirements of this Agreement; and (3) inspection of Licensee Facilities in compliance with a specific mandate of appropriate governmental authority, for which inspections the cost shall be borne solely by Licensee. Licensee will be responsible for all costs associated with bringing any of Licensor's Attachments that were moved by Licensee into compliance if they are found to be out of compliance with the Simple Make-Ready specifications attached to this Agreement as Exhibit G or with the standards and practices followed by Licensor or Licensor's contractors.

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In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 38

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

17. INSPECTIONS AND INVENTORIES (Cont'd.)

b. Inventories. Upon written notice to Licensee, the total number and location of Licensee'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, Licensee and /or any other entity owning 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 Licensee upon demand by Licensor regardless of whether or not Licensee participates in the survey. If the Attachments of more than one licensee are surveyed, each such licensee shall contribute a proportionate share of the costs reimbursed to Licensor.

c. No Duty to Licensee. Neither the act of inspection or survey by Licensor of Licensee's Attachments nor any failure to inspect such Attachments shall operate to impose on Licensor any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Agreement, any License issued hereunder, or applicable law, or to any third-party contractor, Licensee Contractor, or otherwise.

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 Agreement ("Unauthorized Attachment"), Licensor, without prejudice to its other rights or remedies under this Agreement or otherwise, may:

- 1. impose charges as 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 or 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.

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Date Effective: March 31, 2022

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In Case No. _____ Dated: _____

(N)

(N)

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 39

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

18. UNAUTHORIZED ATTACHMENTS (Cont'd.)

c. Any such charge as set forth in Section 18(b) imposed 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.

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 Agreement or otherwise, and Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

e. An Unauthorized Attachment shall include, but not limited to:

- 1. an Attachment to Poles which is not identified in any License issued in accordance with this Agreement;
- 2. an Attachment that occupies more space than that allocated to Licensee by Licensor in a License;
- 3. an Attachment that is not placed in accordance with the provisions of this Agreement or the appropriate License issued pursuant to this Agreement, unless Licensee can demonstrate to Licensor's reasonable satisfaction that said misplacement is not due to any act or omission of Licensee or Licensee's agents;
- 4. an addition or modification by Licensee to its pre-existing Attachment(s) that impairs the structural integrity of the involved Licensor Poles;
- 5. an Attachment that consists of facilities owned or controlled by, and for the use of a party other than Licensee that is overlashed to Licensee Attachments without approval by Licensor as required under this Agreement.

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(N)

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In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 40

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

18. UNAUTHORIZED ATTACHMENTS (Cont'd.)

f. Once Licensor has notified Licensee of an Unauthorized Attachment. Licensee shall submit an Exhibit B Application for Pole License to request an authorization for the Attachment. An Exhibit B Application for Pole License submitted per this provision will be treated like any other Exhibit B Application for Pole License subject to this Agreement. Licensee will be responsible for all fees associated with an Exhibit B Application for Pole License (as identified in this Agreement). If an Exhibit B Application for Pole License is not received by Licensor within ten (10) 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.

19. COMPLIANCE WITH LAW, ASSUMPTION OF RISK, AND DISCLAIMER OF WARRANTIES

a. Notwithstanding anything to the contrary in this Agreement, Licensee shall ensure that any and all activities it undertakes pursuant to this Agreement 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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In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 41

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

19. 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 AGREEMENT AND ANY LICENSE ISSUED HEREUNDER INCLUDING, WITHOUT LIMITATION, ACCESS TO LICENSOR'S POLES OR OTHER FACILITIES.

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(N)

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POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 42

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

20. LICENSEE CONTRACTOR QUALIFICATIONS

A. The parties acknowledge that from time to time Licensee may use a Licensee Contractor to perform work for Licensee on, within or in Licensor's Poles.

B. Licensee represents and warrants that any of its employees or Licensee 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.

C. Licensee assumes all risk of Licensee 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 License Agreement.

D. When Licensee Contractors are working on, within or in the vicinity of any part of Licensor's Poles or Right-Of-Way, all such Licensee Contractors shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible at all times for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. Licensee has sole responsibility for the safety of all its employees and Licensee Contractors, for the safety of bystanders, and for insuring that all operations conform to terms and conditions set forth in this Agreement. Licensor reserves the right to suspend Licensee's 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 Licensee Contractor or Licensee employee, which suspension shall cease when the condition has been rectified.

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

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(N)

(N)

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 43

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

20. LICENSEE CONTRACTOR QUALIFICATIONS (Cont'd.)

F. Licensee acknowledges that all Licensee Contractors are not Licensor’s employees or agents and Licensee assumes full responsibility for their actions or omissions to act. Licensee shall be solely responsible for the payment of compensation of Licensee’s 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 Licensee, but such responsibility shall be solely that of Licensee. In the event that any federal, state or local government agency, any court or any other applicable entity determines that the personnel provided by Licensee or any permitted Licensee Contractor are employees of Licensor for any purpose, Licensee 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 License Agreement.

G. Any work by Licensee Contractors 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 Agreement. 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 Agreement and any License issued hereunder.

21. DEFAULT

a. In addition to other events of defaults defined anywhere else in this Agreement, any one of the following shall be deemed the occurrence of a default under this Agreement:

- 1. failure by Licensee to pay when due any fee or other sum required to be paid under the terms of this Agreement;
- 2. failure by either party to perform or observe any other term, condition, covenant, obligation, or provision of this Agreement 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;
- 4. Licensee’s voluntary or involuntary bankruptcy;

Date of Issue: March 22, 2022

Date Effective: March 31, 2022

Issued by: Senior Regulatory Counsel

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____

(N)

(N)

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 44

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

21 DEFAULT (Cont'd.)

- 5. Licensee'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 Licensee by any governmental or private authority for the placement, operation, or maintenance of Licensee's Attachments is denied or revoked.

b. In the event of a default and subject to any other applicable provision of this Agreement, 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 Agreement 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 this Agreement by giving sixty (60) days written notice of such termination to Licensee and remove Licensee's 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 Agreement.

d. Upon termination of this Agreement by the non-defaulting party, the defaulting party shall remain liable to the non-defaulting party for any and all fees, other payments and damages which may be due or sustained in accord with this Agreement prior to such termination, all reasonable costs, fees and expenses, including, without limitation, reasonable attorney' fees incurred by the non-defaulting party in pursuit of its remedies hereunder.

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

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Date Effective: March 31, 2022

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In Case No. _____ Dated: _____

(N)

(N)

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 45

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

22. 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 Agreement or activities undertaken pursuant to this Agreement (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 Agreement or activities undertaken pursuant to this Agreement (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 Agreement 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.

(N)

(N)

Date of Issue: March 22, 2022

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Issued by: Senior Regulatory Counsel

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 46

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

22. INDEMNIFICATION AND LIMITATION OF LIABILITY (Cont'd.)

e. Notwithstanding anything to the contrary in this Agreement, Licensee further 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 Agreement.

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.

h. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, 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.

Date of Issue: March 22, 2022

Date Effective: March 31, 2022

Issued by: Senior Regulatory Counsel

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____

(N)

(N)

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 47

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

23. INSURANCE

a. Licensee shall obtain and maintain, in full force and effect at all times, during operations covered by this Agreement, 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 Agreement. 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

In addition to the insurance coverage required by this Agreement, the General Aggregate coverage provided by Licensee will be increased to \$4,000,000 per policy period if work is performed by an Approved Contractor pursuant to Section 9 of this Agreement.

b. The policy will be endorsed to show the above aggregate limits applying to "each" job site or, as an alternative, the General Aggregate will be increased to \$4,000,000 per policy period. 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.

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 Agreement 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.

(N)

(N)

Date of Issue: March 22, 2022

Date Effective: March 31, 2022

Issued by: Senior Regulatory Counsel

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 48

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

23. INSURANCE (Cont'd.)

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.

i. 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.

ii. 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.

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. Licensee will furnish to Licensor, a certificate evidencing insurance coverage under sub-paragraphs 23(a) and (d). Such certificate or Licensee shall provide for a thirty (30) day prior notice to the Licensor of any cancellation or material changes in coverage and shall be signed by a legal representative of the issuing insurance company. The certificate of insurance shall be sent to Licensor's contact identified in Exhibit E.

i. The provisions of sub-paragraphs 23(a) and (d) shall also apply to all Licensee Contractors and Licensee shall be responsible for their compliance herewith.

Date of Issue: March 22, 2022

Date Effective: March 31, 2022

Issued by: Senior Regulatory Counsel

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____

(N)

(N)

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 49

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

24. NOTICES

Any and all notices to a party required or permitted under this Agreement 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. Notices will be addressed to the parties as set forth in Exhibit E as may be updated in writing by the parties from time to time in accordance with method set forth under this Section 24.

25. CONFIDENTIALITY

Neither party shall at any time disclose, provide, demonstrate or otherwise make available to any third party any of the terms or conditions of this Agreement or any materials provided by either party specifically marked as confidential, except upon written consent of the other party, or as may be required by applicable law or governmental authorities. Notwithstanding the foregoing, nothing in this Section shall prevent disclosure to a party's authorized legal counsel who shall be subject to this confidentiality section, nor shall it preclude the use of this Agreement by the parties to obtain financing, to make or report matters related to this Agreement in any securities statements, or to respond to any requests by governmental or judicial authorities; provided, however, that any such disclosure shall be limited to the extent necessary, and shall be made only after attempting to obtain confidentiality assurances. Notwithstanding the foregoing, prior to making any disclosure in response to a request of a governmental authority or legal process, the party called upon to make such disclosure shall provide notice to the other party of such proposed disclosure sufficient to provide the other with an opportunity to timely object to such disclosure. Notwithstanding the foregoing, Licensor may, without notice to Licensee: (i) negotiate or enter into any agreement with any other person(s) or entity(ies) that is identical or similar to this Agreement; and (ii) provide the text of all or part of this Agreement to any other party, so long as Licensor shall redact therefrom all references to Licensee and shall not associate such text with Licensee or identify Licensee as having agreed to such text or terms.

(N)

(N)

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By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 50

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

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 Agreement, 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 Agreement 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 Agreement. 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 agreement, 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 Section 26, 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 Section 26.

d. Except as otherwise provided in this Agreement 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).

27. TAXES

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

Date of Issue: March 22, 2022

Date Effective: March 31, 2022

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By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____

(N)

(N)

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 51

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

28. WAIVER

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

29. NO THIRD-PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, this Agreement is intended to benefit only the parties and may be enforced solely by the parties, their successors in interest or permitted assigns. It is not intended to, and shall not, create rights, remedies or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the parties, except as provided herein.

30. FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance of any part of this License Agreement 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.

31. 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 Agreement. Licensor may condition such consent upon the assignee's sublessee's or transferee's agreement 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 Agreement in its entirety without further liability. Licensor may assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior consent of Licensee.

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Date Effective: March 31, 2022

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By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____

(N)

(N)

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 52

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

32. APPLICABLE LAW

This Agreement, and the rights and obligations contained in it, shall be governed and construed under the laws of the state in which the Attachments hereunder are to be located. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines now in effect, or as they may be amended, or that subsequently may be prescribed by any federal, state or local governmental authority, including, without limitation, the Kentucky Public Service Commission (collectively the "Applicable Law"). For the purposes of this Agreement, the definition of Applicable Law specifically includes, but is not limited to 807 KAR 5:015 and KRS Chapter 278. To the extent there is a conflict between the terms contained in this Agreement and Applicable Law, the Applicable Law will control. To the extent required by any such Applicable Law, the Parties agree that the terms of this Agreement are hereby modified to bring the affected term(s) and conditions(s) of this Agreement into compliance with such Applicable Law. Nothing in this Agreement is intended to displace or waive any Kentucky Public Service Commission rules governing pole attachments. Should any term of this Agreement be determined by a court or agency with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect. THIS AGREEMENT IS BASED WHOLLY ON LICENSOR'S TARIFF AND THE TERMS OF LICENSOR'S TARIFF SHALL CONTROL TO THE EXTENT THERE IS A CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE TERMS OF LICENSOR'S TARIFF.

33. WAIVER OF JURY TRIAL

Licensor and Licensee each expressly waive its right to a jury trial.

34. ENTIRE AGREEMENT, MODIFICATIONS, SURVIVAL AND CONFLICTS AND TARIFFS

A. This Agreement cancels and supersedes all previous agreements whether written or oral, except for any sums due thereunder, between Licensor and Licensee with respect to the Licensee's Attachments to Licensor's Poles; and there are no other provisions, terms or conditions to this Agreement except as expressed herein. All currently effective Licenses and authorizations for Attachments granted pursuant to such previous agreements shall continue in effect subject to the terms and conditions of this Agreement.

B. This Agreement may be amended or supplemented at any time only upon written agreement by the parties hereto. Notwithstanding the foregoing, all Exhibits, fees, Licensor procedures and specifications may be modified by Licensor upon thirty (30) day notice to Licensee.

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Date Effective: March 31, 2022

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By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____

(N)

(N)

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 53

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

34. ENTIRE AGREEMENT, MODIFICATIONS, SURVIVAL AND CONFLICTS AND TARIFFS (Cont'd.)

C. Notwithstanding the termination of this Agreement for any reason, Section 19 Compliance with Laws, Assumption of Risk and Disclaimer of Warranties, Section 22 Indemnification and Limitation of Liability, Section 23 Insurance, Section 25 Confidentiality and any other provision intended to survive, shall survive termination to the maximum extent permitted under applicable law. Notwithstanding any provisions to the contrary, all rights, remedies, or obligations which arose or accrued prior to the termination or expiration of the terms hereof shall survive and be fully enforceable for the applicable statute of limitations period.

D. It is the intent of the parties that the terms and conditions of this Agreement and any applicable Licensor's state tariffs be construed as being consistent where possible. However, in the event of a conflict or difference between the terms and conditions of this Agreement and Licensor's state tariff, the terms of the applicable state tariff shall control.

35. AUTHORITY AND COUNTERPARTS AND ELECTRONIC SIGNATURES

a. Each party represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state in which the obligations under this License Agreement are to be performed. Each party warrants that it has full power and authority to execute and deliver this License Agreement and to perform its obligations hereunder.

b. This Agreement may be executed using facsimile or electronic signatures and such facsimile or electronic version of the Agreement shall have the same legally binding effect as an original paper version. This Agreement may be executed in counterparts, each of which shall be deemed an original.

LICENSOR

LICENSEE

(INSERT WINDSTREAM ENTITY)

(INSERT CATV/CLEC ENTITY)

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Date of Issue: March 22, 2022

Date Effective: March 31, 2022

Issued by: Senior Regulatory Counsel

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____

(N)

(N)

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 54

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

(N)

EXHIBIT A

DEFINITIONS

“Application for Pole License” - A written request submitted in the form of Exhibit B or Exhibit B-1 from Licensee to Licensor requesting authorization to attach Licensee owned facilities to Poles in accordance with this Agreement.

“Approved Contractor” – a contractor approved by Licensor and listed on Exhibit F of this Agreement. Exhibit F may be amended from time to time upon the mutual agreement of Licensee and Licensor; provided however, such agreement shall not be unreasonably withheld or conditioned by Licensor and if Licensor has not objected to a contractor within ten (10) days of Licensee written request (which may be via email or other electronic means) for Licensor’s agreement 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 Agreement or if Licensor reasonably determines that the contractor does not meet the Contractor Minimum Qualification Requirements.

“Attachment(s)” – any facilities, cables or equipment attached to Poles or any other property owned or controlled by Licensor.

“Effective Date” - is the date this Agreement is last signed by the parties.

“Complex Make-Ready” – Make-Ready Work that will: (a) require splicing, or (b) require that a new pole to be set, or (c) require work that is reasonably anticipated to lead to or cause a service outage for Licensor or any existing attacher, or (d) require relocation of existing wireless attachment; or (e) require any work above the communications space.

“Force Majeure Event” – shall have the meaning set forth in Section 30 of the Agreement.

(N)

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In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 55

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (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.

“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 Agreement.

“Licensee Contractors” - shall have the meaning set forth in Section 11(d) of the Agreement.

“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” - all Licensor, joint owner or other existing attacher work to prepare Licensor’s Poles and related facilities for the requested Attachment of Licensee’s facilities but not the actual placement of Attachments or administrative activities related to inquiries, verifications, requests or applications.

(N)

(N)

Date of Issue: March 22, 2022

Date Effective: March 31, 2022

Issued by: Senior Regulatory Counsel

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 56

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

“Overlashing or overlashed” – lashing of an additional Licensee owned cable to Licensee’s own existing cable and/or strand attached to a Pole as set forth in Section 12 of this Agreement.

“Pole(s)”- a pole owned solely or jointly by Licensor or Poles owned by others to the extent that and for so long as Licensor has the right to permit others to be attached in the communications space.

“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.

“Right-of-Way” - right-of-way owned or controlled by Licensor.

“Simple Make-Ready” – Make-Ready Work that is not Complex Make-Ready. Licensor has the right to determine in its sole reasonable discretion whether Make-Ready Work is Complex Make-Ready or Simple Make-Ready.

“Unauthorized Attachment” – shall have the meaning set forth in Section 18(a) and 18(e) of the Agreement.

(N)

(N)

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POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 57

- 1. POLE AND ANCHOR ATTACHMENTS (Continued)
- 1.3 Service Agreement (Cont'd.)

(N)

EXHIBIT B

COMPLEX MAKE-READY APPLICATION (ENHANCED NON-OTMR)

NOTE TO ALL FIRMS: IF YOU CHOOSE NOT TO PROCEED WITH THE APPLICATION - YOU WILL BE BILLED FOR WINDSTREAM'S ENGINEERING TIME. THERE ARE NO EXCEPTIONS TO THIS POLICY!!!!

EXHIBIT B Windstream CORPORATION APPLICATION FOR POLE LICENSE	PROPOSAL #: Submit in Duplicate
Name of Firm Applying: _____	Name, Phone # _____
Address, City, ST, ZIP of Firm Applying _____	EMAIL ADDRESS _____
Authorized Signature & Date: _____	_____

By this application & signature, my firm is agreeing to pay all engineering fees associated with this application if my firm chooses NOT to proceed with the project. If we choose to proceed all **ESTIMATED** fees, including engineering & makeready **MUST BE PAID IN FULL UP FRONT.**

NON PAYMENT OF FEES WILL RESULT IN ALL FUTURE APPLICATIONS BEING PLACED ON HOLD

NOTE: Final costs will be determined by actual time & material required to do the make-ready work. Any difference in charges will be billed accordingly.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11	Column 12
Licensee to complete Windstream Lead & Structure No. (Pole No.)	Licensee to complete Power Pole No.	Licensee to complete Location: Street, City, Township, Zip Code	Licensee to complete Height, Class, Ownership of Pole	Licensee to complete Hgt of highest Tel Cable	Licensee to complete Hgt of highest Tel Drop	Licensee to complete Hgt of lowest Power Cable	Licensee to complete Hgt of other attachments	Licensee to complete # & type of Attachments	Windstream to complete Licensee to attach	Windstream To Complete Licensor Work Description	Windstream To Complete Bill for Rent Y or N
1											
2											
3											
4											
5											
6											
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22											
23											
24											
25											

ESTIMATED TOTAL COSTS

PLEASE ATTACH DRAWINGS TO THIS APPLICATION - IT WILL NOT BE PROCESSED WITHOUT THEM

Submit to: Windstream.JointUse@Windstream.com.

Windstream OSP Construction Manager/Engineer Authorized Signature & Date: _____

(N)

Date of Issue: March 22, 2022

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In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 58

- 1. POLE AND ANCHOR ATTACHMENTS (Continued)
- 1.3 Service Agreement (Cont'd.)

EXHIBIT B-1

SIMPLE MAKE-READY APPLICATION (OTMR)

EXHIBIT B - WINDSTREAM COMMUNICATIONS												
OTMR Application - Simple Make Ready												
Name of Firm Applying: _____				Name, Phone # _____								
Street Address, City, ST, ZIP of Firm Applying _____				EMAIL ADDRESS _____								
				Authorized Signature & Date: _____								
By this application & authorized signature, my firm is agreeing to pay all fees associated with this application, even if my firm chooses NOT to proceed with the project.												
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11	Column 12
	Licensee to complete	Licensee to complete	Licensee to complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Windstream to Complete	Windstream to Complete	Additional Notes
	Windstream Lead & Structure No. (Pole No.)	Power Pole No.	Location: Street, City, Township, Zip Code	Height, Class, Ownership of Pole	Hgt of highest Tel Cable	Hgt of highest Tel Drop	Hgt of lowest Power Cable	Hgt of other attachmts on pole	# & type of Attachmts	Height Licensee to attach at	Bill for Rent Y or N	
1												
2												
3												
4												
5												
6												
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24												
25												
PLEASE ATTACH DRAWINGS AND POLE DATA SHEETS FOR EACH POLE LISTED TO THIS APPLICATION - IT WILL NOT BE PROCESSED WITHOUT THEM												
Submit to: Windstream.JointUse@Windstream.com.												
Windstream OSP Construction Manager/Engineer Authorized Signature & Date: _____												

(N)

(N)

Date of Issue: March 22, 2022

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By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 59

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

(N)

EXHIBIT C

REMOVAL NOTICE AND LICENSE SURRENDER FORM

NOTIFICATION OF SURRENDER

Notification No. _____ Date: _____
City & State: _____

In accordance with the terms and conditions of the license agreement between us, dated _____, notice is hereby given that the License covering Attachments to the outside plant structures, as shown on the attached sketch, is surrendered.

Licensee: _____
Signature: _____
By (Print/Type): _____
Title: _____
Date: _____

Date Surrender Notice Received: _____

Licensor: _____
Signature: _____
By (Print/Type): _____
Title: _____
Date: _____

(N)

Date of Issue: March 22, 2022

Date Effective: March 31, 2022

Issued by: Senior Regulatory Counsel

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 60

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

EXHIBIT D

SCHEDULE OF RATES, FEES AND CHARGES

Annual Attachment Rate (1 foot of space per Attachment)**	\$_____
One Time Agreement 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 Agreement</u>
Additional Field or Engineering Fees	\$ <u>75.00/hour</u>

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

(N)

(N)

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By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7
Original Sheet 61

- 1. POLE AND ANCHOR ATTACHMENTS (Continued)
- 1.3 Service Agreement (Cont'd.)

(N)

EXHIBIT E

NOTICES CONTACT INFORMATION

IF TO LICENSOR:

Email: windstream.poles@windstream.com

PO Box 25410
Little Rock, AR 72221

IF TO LICENSEE:

ENGINEERING CONTACT FOR LICENSEE

Company Name	
Name of Responsible Party	
Address	
Phone	
Fax	
Email	

(N)

Date of Issue: March 22, 2022

Date Effective: March 31, 2022

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In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 62

1. POLE AND ANCHOR ATTACHMENTS (Continued)

1.3 Service Agreement (Cont'd.)

EXHIBIT E (Cont'd.)

NOTICES CONTACT INFORMATION (Cont'd.)

INVOICING / BILLING CONTACT FOR LICENSEE

Name	
Address	
Phone	
Fax	
Email	

(N)

(N)

Date of Issue: March 22, 2022

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In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 63

- 1. POLE AND ANCHOR ATTACHMENTS (Continued)
- 1.3 Service Agreement (Cont'd.)

(N)
—
(N)

EXHIBIT F

APPROVED CONTRACTOR LIST

Date of Issue: March 22, 2022

Date Effective: March 31, 2022

Issued by: Senior Regulatory Counsel

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____

POLE AND ANCHOR ATTACHMENT TARIFF

Windstream Kentucky West, LLC

P.S.C. KY No. 7

Original Sheet 64

- 1. POLE AND ANCHOR ATTACHMENTS (Continued)
- 1.3 Service Agreement (Cont'd.)

(N)
—
(N)

EXHIBIT G

SIMPLE MAKE-READY SPECIFICATIONS

Date of Issue: March 22, 2022

Date Effective: March 31, 2022

Issued by: Senior Regulatory Counsel

By Authority of Order of the Public Service Commission

In Case No. _____ Dated: _____