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Approved By: 	Author: Randy Karls
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CAUTION: Any hard copy reproductions of this Business Practice should be verified against the on-line system for current revisions.

1 PURPOSE

The purpose of this Business Practice is to identify and facilitate requests related to the shared utilization of ATC-owned or LDC-owned fiber optic facilities. The Fiber Optic Cable Facilities License Agreement (Appendix A) in place with each LDC delineates the rights and responsibilities of ATC and the LDC. This practice confirms the process used to request, evaluate and implement shared utilization of fiber, as well as any modifications to existing ATC facilities required to accommodate the fiber request. In all cases, ATC works with the LDC to minimize the overall costs incurred by both ATC and the LDC. This business practice is intended to be bilateral, benefiting both ATC and the LDC.

2 SCOPE AND APPLICABILITY

This practice is intended to support requests related to the no-fee licensing by LDCs of existing ATC-owned Fiber Assets in order to support LDC data communications to the Bulk Electric System (BES). This practice is not intended to replace legacy dark-fiber agreements that ATC has established with LDC-Owned Fiber Assets. This practice is intended to support requests related to the potential of newly established no-fee licensing by ATC with LDC-owned Fiber Assets in order to support ATC data communications needs to reliably operate the BES.

3 ROLES AND RESPONSIBILITIES

Regional Manager Customer Relations

- Schedules and facilitates meetings between ATC and LDC
- Issue resolution management

Manager - Communications Infrastructure or Team Leader, Outside Plant Services

- Provides Quality Assurance Oversight and Risk Assessment for ATC-owned Fiber Assets
- Works with Communications Infrastructure, System Protection, Corporate Security and ISS Infrastructure Protection to align stakeholder expectations

Manager - System Protection (LDC-initiated requests only)

- Provides Risk Assessment for System Protection related concerns
- Works with Communications Infrastructure, Customer Relations, Corporate Security and ISS Infrastructure Protection to align stakeholder expectations

OSP Network Engineer or Team Leader, Outside Plant Services

- Verifies availability of Fiber Assets for proposed connection
 - Provides current documentation
 - Oversees ATC proposed projects

VP, External Relations or EVP & Chief Operating Officer

- Agreement signatory
 - Use of ATC Fiber – EVP & Chief Operating Officer
 - ATC use of LDC Fiber – VP, External Relations

4 EXISTING ATC FIBER ASSETS

LDC requests for utilization of ATC-owned Fiber Assets are to be made using the ATC Fiber Request Form (Appendix C). Once the ATC Fiber Request Form is routed through the appropriate ATC Customer Relations representative, a fiber analysis evaluation is conducted by ATC's Communications Infrastructure, System Protection, Corporate Security and ISS Infrastructure Protection teams in order to determine Fiber Assets availability as well as any potential risks to reliable operations to the BES. If the request is approved, a Fiber Optic Cable Facilities License Agreement (Appendix A) will be executed before proceeding with installation of equipment and/or usage of Fiber Assets. The LDC requesting utilization of ATC-owned Fiber Assets shall be responsible for the Pro-Rata Percentage of any Cable and Cable Facilities Maintenance and Repair Costs incurred by ATC in accommodating the equipment installation with existing ATC-owned Fiber Assets.

The LDC requesting utilization of ATC-owned Fiber Assets shall be responsible for all Make-Ready Costs to accommodate the equipment installation with existing ATC-owned Fiber Assets.

5 CONSIDERATIONS AND EXCEPTIONS

ATC is ***NOT*** a Local Exchange Carrier or Telecommunications service provider regulated by the Federal Communications Commission (FCC). In events related to cases of Force Majeure, ATC proceeds with a best effort approach in order to restore Fiber Assets within a reasonable timeline, contingent on circumstances.

6 DEFINITIONS

ATC - means American Transmission Company LLC

Dark Fiber - Dark fiber refers to unused fiber-optic cable. Optical fiber transports digital information in the form of light pulses; the term "dark" denotes that there are no light pulses being sent across the fiber-optic cable.

Fiber Assets - may include, but are not limited to OPGW and under-build or underground fiber optic cabling.

Force Majeure - an event or effect that cannot be reasonably anticipated or controlled, such as natural disasters, acts of god or war, etc.

Federal Communications Commission (FCC) - regulates interstate and international communications by radio, television, wire, satellite and cable.

LDC – A utility that owns, operates, and maintains an electric distribution system that provides power to an end-use customer, and/or whose tariff governs the power tendered to an end-use customer via an interconnection to ATC's transmission system.

Transmission Facilities - may include, but are not limited to conductors, poles, towers, structures, and other transmission related equipment.

Maintenance and Repair Costs – means ATC's costs for labor and materials required to perform splicing and testing to restore or maintain normal functioning of the ATC-owned Fiber Assets for which the LDC has a license to use, as well as any costs incurred by ATC to move the LDC's equipment if ATC is required by a governmental body to relocate its Fiber Assets and the LDC does not wish to terminate its license as a result of such required relocation.

Make-Ready Costs - include, but are not limited to, structure Like-Kind Replacements, temporary protection, and layout during implementation, bridging, and the transfer of facilities from old structure to new structure.

Like-Kind Replacement - replacement of existing facilities with the same, similar, or equivalent physical characteristics of those being replaced, and is consistent/comparable with the owner's current standards.

Pro-Rata Percentage – means the LDC's pro-rata share of ATC's Maintenance and Repair Costs, which will be calculated and set forth in each license agreement.

7 DOCUMENT REVIEW

This template is reviewed and revised as necessary no less than every three years.

8 RECORDS RETENTION

Documents are maintained per the Records Retention Schedule.

9 ADDITIONAL INFORMATION

Record Retention Schedule

Records Management Index System (RMIS)

Records Management Policy #2002-2 Revision Information

10 REVISION INFORMATION

Version	Author	Date	Section	Description
1.0	K Hendrickson	06-10-2014	All	Original

11 APPENDIX A – FIBER OPTIC CABLE FACILITIES LICENSE AGREEMENT

FIBER OPTIC CABLE FACILITIES LICENSE AGREEMENT

[Is an Affiliated Interest Filing Required? If so, add the following language:

This Agreement may be subject to approval by the Public Service Commission of Wisconsin (PSCW). The Parties agree to cooperate in seeking all necessary regulatory approvals for the performance of this Agreement, including but not limited to the approval by the PSCW of this Agreement as a transaction between affiliated interests pursuant to Wis. Stat. § 196.52.]

THIS FIBER OPTIC FACILITIES LICENSE AGREEMENT (this "Agreement") is entered into as of the last date set forth below the Parties' signatures (the "Effective Date") and is between American Transmission Company LLC, a Wisconsin limited liability company ("ATC") and _____, a _____ ("XXXXX"). ATC and XXXXX may be referred to in this Agreement individually as a "Party" and collectively as the "Parties".

RECITALS

- A. The Parties have entered into a Distribution – Transmission Interconnection Agreement, dated as of _____, 20__, setting forth the terms and conditions governing the interconnection of an _____'s distribution facilities with ATC's transmission facilities (the "D-TIA").
- B. The Parties have installed or may install fiber optic cable (the "Cable") as part of their respective electric transmission, generation or distribution systems.
- C. Each Party desires to be granted a license to use fiber strands (the "Fiber Strands") in the other Party's Cable and to be granted a license to use space for its own Cable and Cable termination equipment in and on the other Party's raceways, supports, hardware and termination compartments (collectively, the "Cable Facilities").
- D. Each Party (a "Licensor") is willing to grant a license to the other Party (a "Licensee") to use such Fiber Strands and Cable Facilities on the terms and conditions set forth below.

AGREEMENT

Accordingly, the Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated into this Agreement by this reference.
2. **License.** Licensor grants to Licensee a revocable, non-exclusive and non-transferable license to access and use the number of Fiber Strands specified on the attached Exhibit A and to install, operate and maintain its Cable and Cable termination equipment in and on Licensor's Cable Facilities for

the sole purpose of communicating between the locations designated on Exhibit A on all of the following conditions:

a. The license is subject to any applicable real property and regulatory restrictions and the determination by both the Licensor and the owner of the real property on which the Fiber Strands and Cable Facilities are located, which owner, Licensee acknowledges, may be an unrelated third party, that physical space exists and is available to accommodate the necessary electronic and optical facilities and/or equipment, including, without limitation, monitoring, testing and termination equipment, necessary to utilize the Fiber Strands.

b. Licensee is responsible, at its sole expense, for supplying and maintaining the necessary electronic and optical facilities and/or equipment, including, without limitation, monitoring, testing and termination equipment, necessary to utilize the Fiber Strands.

c. Licensor and Licensee shall promptly notify each other of any matters pertaining to any damage or impending damage to or loss of the Fiber Strands, Cable or Cable Facilities.

d. Licensee shall exercise the rights granted to it in this Agreement in accordance with Good Utility Practice, as defined below, and in accordance with all applicable federal, state and local statutes, ordinances, rules and regulations as the same may be amended from time to time. For purposes of this Agreement "Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is intended to include acceptable practices, methods or acts generally accepted in the region.

3. **License Fee.** Both Parties acknowledge and agree that while each of them as a Licensee will receive a benefit from using the other's Fiber Strands and Cable Facilities, neither of them as a Licensor will incur any additional costs due the other's use. Accordingly, other than reimbursing Licensor for: (a) Licensor's "Make-Ready Costs", as defined in Section 7 below and (b) Licensee's "Pro-Rata Percentage" of Licensor's "Maintenance and Repair Costs" as defined in Sections 8(a) and 8(c), respectively, below, Licensee is not required to pay any licensing or other fee for its use of the Fiber Strands or Cable Facilities.

4. **Term and Termination.**

a. The term of this Agreement commences on the Effective Date and continues until it is terminated by a writing mutually executed by the Parties (the "Term").

b. Notwithstanding anything in Section 4.a., above, to the contrary, Licensor or Licensee, in its sole discretion, may terminate Licensee's license to use any or all of the Fiber Strands and/or Cable Facilities set forth on Exhibit A for any reason by providing written Notice of termination to the other Party. Upon receipt of such Notice, Licensee will have the reasonable period specified in such Notice, not exceeding one (1) year (except as otherwise provided in Section 8 (c) below), to cease utilizing the Fiber Strands and/or Cable Facilities specified in such termination Notice and to remove its

Cable and all the equipment it installed to utilize the Fiber Strands. If Licensee does not so cease utilizing the Fiber Strands and/or Cable Facilities and remove its Cable and all related equipment within such reasonable period, Licensors may do so at Licensee's expense.

5. **Not a Lease or Conveyance.** This Agreement does not and shall not be deemed to constitute a lease or conveyance of the Fiber Strands or Cable Facilities by Licensors to Licensee or to confer upon Licensee any right, title or interest in or to the Fiber Strands or Cable Facilities. This Agreement grants to Licensee only a personal privilege to use the Fiber Strands and Cable Facilities for the Term for the sole purpose of communicating between the locations designated on Exhibit A on the terms and conditions set forth in this Agreement.

6. **Rights Retained by Licensors.** Nothing in this Agreement compels Licensors to grant Licensee a license to use the Fiber Strands located any particular segment of Cable or a license to use any particular Cable Facilities. In the discharging by Licensors of its rights and obligations regarding its Cable and Cable Facilities, Licensee expressly acknowledges that Licensors will give primary consideration to those actions or inactions that Licensors judges necessary or desirable for the proper, safe and efficient operation of its electric transmission, generation or distribution system. Further, Licensors reserves the right to alter, replace, relocate, remove or abandon its Cable and Cable Facilities and Licensors is under no obligation to replace, repair or provide alternate Fiber Strands or Cable Facilities for the benefit of the Licensee. Finally, Licensors has the right to grant, renew and/or extend rights and privileges to third parties, by contract or otherwise, to use Fiber Strands and/or Cable Facilities so long as such grant, renewal or extension of rights does not interfere with the rights granted by Licensors to Licensee by the specific licenses issued under this Agreement.

7. **Make-Ready Costs.** Licensee acknowledges that Licensors may need to perform upgrades or other work on the Cable and Cable Facilities for which Licensee is granted a license pursuant to this Agreement in order for Licensee to be able to use such license and therefore Licensee shall reimburse Licensors for Licensors's reasonable costs to perform such upgrades or other work (the "Make-Ready Costs") within thirty (30) days of its receipt from Licensors of a reasonably detailed invoice for the Make-Ready Costs.

8. **Maintenance and Repair.**

a. During the Term of this Agreement, and except as otherwise provided herein, Licensors shall have the exclusive right, but no duty, to control any and all actions relating to the maintenance, repair, removal and replacement of its Cable and Cable Facilities. Licensee shall reimburse Licensors for Licensee's pro-rata share, calculated as the percentage set forth on Exhibit A (the "Pro-Rata Percentage"), of all of Licensors's "Maintenance and Repair Costs", as defined below. "Maintenance and Repair Costs" means Licensors's costs for labor and materials required to perform splicing and testing to restore or maintain normal functioning of the Cable and Cable Facilities for which Licensee has a license pursuant to this Agreement; provided, however, that Maintenance and Repair Costs do not include any relocation or replacement costs. Licensors shall notify Licensee's outage coordinator at least two (2) weeks in advance of any planned maintenance, repair, removal or replacement of Cable or Cable Facilities which Notice shall include the type of action, the expected duration and the estimated costs.

b. In the event of any emergency or failure that affects or threatens to affect the operations of Licensors's electric transmission, generation or distribution system, Licensors will have the right to perform such detachment, disconnection, relocation, alteration or removal of the Fiber Strands,

Cable and all related equipment and/or the Cable Facilities as may be judged necessary or desirable by Licensor in its sole discretion to eliminate such emergency. Licensor shall give Licensee's outage coordinator prompt Notice of any emergency requiring such action.

c. In the event any Cable or Cable Facilities located within a public street or highway right-of-way are required to be relocated by a governmental body having jurisdiction over such right-of-way, Licensor may, in lieu of relocation, terminate the license to use the Fiber Strands in such Cable and the license to use space in and on the Cable Facilities by giving Notice of termination to Licensee, and the Parties shall then remove their respective Cable and related equipment. If Licensor does not terminate the license as described in the preceding sentence, then Licensee shall either pay Licensor for Licensee's pro-rata share of relocation costs calculated as the "Pro-Rata Percentage" specified in Exhibit A or shall terminate its license and remove its Cable and related equipment prior to such relocation.

d. Licensor shall provide Licensee access to the Cable and Cable Facilities upon receipt from Licensee of reasonable Notice requesting such access for the sole purpose of installing and maintaining Licensee's Cable and related equipment, provided, however, that Licensee shall abide by any access restrictions or other real property restrictions imposed upon Licensor with respect to the location of the Cable and Cable Facilities.

9. **Indemnification.** The Parties respective indemnification obligations and duties to one another in connection with the transactions contemplated by this Agreement shall be governed by the Parties respective obligations as set forth in [Article 17] of that certain D-TIA described in Recital A to this Agreement.

10. **Limitation of Liability.** The Parties' respective liability to one another shall be limited as set forth in [Article 16] of the D-TIA (described in Recital A to this Agreement).

11. **ATC Limitation of Liability.** XXXXX acknowledges that ATC is a regulated utility that operates pursuant to an Open Access Transmission Tariff (the "Tariff") approved from time to time by the Federal Energy Regulatory Commission. Further, XXXXX agrees that no provision in this Agreement is intended to alter or modify the Tariff in any way and that therefore no contractual indemnification liability is created or imposed on ATC by this Agreement in excess of the liability imposed on ATC by such Tariff.

12. **Insurance.** The Parties shall comply with the insurance-related provisions set forth in [Article 18] of the D-TIA (described in Recital A to this Agreement).

13. **Confidentiality.** The Parties' respective obligations with respect to Confidential Information (as defined in the D-TIA described in Recital A to this Agreement) shall be as set forth in [Article 20] of the D-TIA.

14. **Representations and Warranties.**

a. Licensee acknowledges that Licensor is not making any representations or warranties as to the quality, viability or other conditions of Licensor's Fiber Strands or Cable Facilities and that Fiber Strands and Cable Facilities for which Licensor is granting Licensee a license to use pursuant to this Agreement are provided in as-is, where-is condition.

b. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR COURSE OF PERFORMANCE, CUSTOM OR USAGE IN THE TRADE OR PROFESSION, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. **Assignment.**

a. Licensor has the right to assign or transfer this Agreement in its sole discretion.

b. Licensee shall not assign, sub-license or otherwise transfer this Agreement, any license issued pursuant to this Agreement or any authorization granted by this Agreement without the prior written consent of Licensor, which consent Licensor may withhold in its sole discretion.

16. **Amendment.** The Parties may mutually amend Exhibit A from time to time to add or remove Fiber Strands or Cable Facilities for which Licensee has a license to use; provided, however, that: (a) any such amendment must be in writing and signed by both Parties and (b) Licensor is under no obligation to provide Licensee with access to any Fiber Strands or Cable Facilities in Licensor's transmission, generation or distribution system. The Parties may mutually amend any other part of this Agreement; provided, however, that any such amendment must be in writing and signed by both Parties.

17. **Notices.** All notices, demands or other communications required or desired to be given under this Agreement by either Party (collectively, the "Notices") must be in writing and will only be deemed to have been fully given: (a) upon receipt, if hand delivered; (b) three (3) business days after the deposit thereof at any main branch United States Post Office, if sent by United States registered or certified mail, return receipt requested; (c) on the first business day following deposit thereof at the office or drop box of a nationally recognized overnight delivery service, if sent by such service or (d) upon confirmation of receipt, if sent by email, addressed to the Party receiving Notice at the address set forth below its signature.

18. **Governing Law.** The laws of the State of Wisconsin govern the validity, performance and enforcement of this Agreement and the Parties shall resolve any dispute under this Agreement, including, without limitation, disputes sounding in contract, tort, statute or otherwise, in the Circuit Courts in Dane County, Wisconsin or the Federal District Court for the Western District of Wisconsin.

19. **Interpretation.** The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Agreement or in any way affect this Agreement.

20. **Survival.** The provisions of this Agreement that by their sense and context are intended to survive completion of performance or termination of this Agreement, including, but not limited to, all confidentiality and indemnification covenants, survive the termination of this Agreement.

21. **Waiver.** The failure of either Party to insist on performance of any of the terms and conditions contained in this Agreement or to exercise any right or privilege contained in this Agreement

will not be considered a waiver of any such term, condition, right or privilege. No waiver is effective unless reduced to a writing that is executed by both Parties.

22. **Remedies.** The rights and remedies reserved to the Parties in this Agreement are not exclusive; rather, the rights and remedies set forth in this Agreement are in addition to any and all remedies available at law or in equity.

23. **Severability.** If any term or provision of this Agreement is determined to be unenforceable or invalid for any reason, such unenforceability or invalidity will not affect the enforceability or validity of the remainder of this Agreement as long as the economic or legal substance of the transactions contemplated in this Agreement will not change so as to become materially adverse to either Party. Upon a determination that any term or provision of this Agreement is unenforceable or invalid, the Parties shall negotiate in good faith to modify this Agreement so that the transactions contemplated in this Agreement are fulfilled in a manner most closely reflecting the Parties' original intent.

24. **Entire Agreement.** This document contains the entire Agreement between the Parties with respect to the Fiber Strands and Cable Facilities licenses and supersedes all prior agreements and understandings, oral or written, between the Parties with respect to such licenses. No handwritten changes will become a part of the Agreement unless and until they are expressly agreed to in writing by both Parties.

25. **Construction of Agreement.** The Parties acknowledge and state that they have had the opportunity to consult with and retain independent legal counsel and advisors in connection with the negotiation of this Agreement. The Parties further acknowledge that this Agreement constitutes a negotiated agreement between them and the Parties agree that the fact that one of them (or one of their counsels) drafted this Agreement or a particular provision of this Agreement will not be considered in the construction or interpretation of this Agreement or a particular provision of this Agreement.

26. **Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts, any or all of which may contain the signature of any one of the Parties and all of which will be construed together as a single instrument. Electronic signatures on this Agreement (or copies of signatures sent by electronic means) are the equivalent of handwritten signatures.

[the next page is the signature page]

In order to evidence their agreement to the provisions of this Agreement, the Parties have executed and delivered this Agreement as of the Effective Date.

ATC:
American Transmission Company LLC
By: ATC Management Inc., its corporate manager

By: _____
Printed Name: _____
Title: _____
Date: _____

American Transmission Company LLC
Attn: _____
W234 N2000 Ridgeview Parkway Court
Waukesha, Wisconsin 53188
Email: _____

XXXXX:

By: _____
Printed Name: _____
Title: _____
Date: _____

Attn: _____

Email: _____

EXHIBIT A

<u>Licensor</u>	<u>Licensee</u>	<u>Fiber Segment</u>	<u>Fiber Pair</u>	<u>Fiber Type</u>	<u>Distance</u>	<u>Attenuation</u>	<u>Commencement Date</u>	<u>Pro-Rata Percentage</u>

12 APPENDIX B – ATC FIBER REQUEST FORM



ATC Fiber Request Form

Form Instructions: Use this form to request:

- ✓ Identify LDC/ATC Business Drivers
- ✓ A to Z Location Identification - (Substation-to-Substation)
- ✓ ATC Fiber Strand Allocation - Optical Ground Wire (OPGW), Underbuild/Underground (UB/UG), etc.
- ✓ Risk Identification & Mitigation
- ✓ Review & Approval(s) - Communications Infrastructure, System Protection, Cyber/Corporate Security & E/VP

Requester Information

LDC Requestor:	
LDC Department:	
Request Date:	
In/Outbound Request:	

LDC/ATC Business Need

[Please define the business drivers for this request]

ATC/LDC Fiber - A to Z Location(s):

[Please identify substation-to-substation location(s)]

ATC Fiber Strand Allocation Requested:

[Please identify number of requested Fiber Strands?]

Risk Identification & Mitigation

[Please identify any potential risks and or mitigation plan]

Review & Approvals

[Communications Infrastructure, System Protection, Cyber/Corporate Security & E/VP]

_____ Manager, Communications Infrastructure	_____ Date
_____ Manager, System Protection	_____ Date
_____ Manager, IT Infrastructure Protection	_____ Date
_____ Team Lead Corporate Security	_____ Date
<i>All LDC Inbound Fiber requests need to be approved by the ATC's VP, External Relations & Policy; all ATC Outbound fiber requests to lease LDC fiber facilities must be approved by ATC's EVP & Chief Operating Officer.</i>	
_____ VP, External Relations	_____ Date
_____ EVP & Chief Operating Officer	_____ Date

13 APPENDIX C - LDC FIBER REQUEST FORM



LDC Fiber Request Form

Form Instructions: Use this form to request:

- ✓ ATC Requestor Information
- ✓ Details of Request
 - o Installation Location, Fiber Type, Raceway, Strand Use, Purpose, etc.
- ✓ Comments

REQUESTER INFORMATION:

ATC Requestor:	
ATC Department:	
Request Date:	

DETAILS OF REQUEST:

Installation Location:	
License Date:	<i>Please enter in MM/DD/YY format</i>
Licensors:	ATC
Licensee:	<i>Enter LDC name</i>
Raceway:	
Type:	
Purpose:	
Fiber:	
Type:	
Strands used by Licensee:	
Purpose:	

COMMENTS: