

CABLE TELEVISION POLE ATTACHMENT TARIFF
PSCK NO. 1

CINCINNATI BELL TELEPHONE COMPANY LLC

2nd Revised Page 1 (C)
Cancels 1st Revised Page 1

REGULATIONS AND RATES AND CHARGES

Applying to Cable Television Pole Attachments within the operating territory
Of Cincinnati Bell Telephone Company LLC in the State of Kentucky. (C)

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EXPLANATION OF SYMBOLS

- (C) - to signify changed regulations
- (D) - to signify discontinued rate or regulation
- (I) - to signify increase
- (N) - to signify new rate or regulation
- (R) - to signify reduction
- (S) - to signify reissued matter
- (T) - to signify change in text but no change in rate or regulations

EXPLANATION OF ABBREVIATIONS

- NEC - National Electrical Code
- NESC - National Electrical Safety Code
- OSHA - Occupational Safety and Health Act

REFERENCES TO OTHER TARIFFS

Whenever reference is made in this tariff to other tariffs of this company or to tariffs of Other Participating Carriers, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof.

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REGISTERED SERVICE MARKS AND TRADEMARKS

The following marks, used throughout this tariff, are registered service marks and trademarks of Cincinnati Bell Telephone Company.

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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1. APPLICATION OF TARIFF

- 1.1 This Tariff contains the rates, terms and conditions (regulations and rates) applicable to Cable Television Pole Attachments granted to attachee by Cincinnati Bell Telephone Company, hereinafter referred to as the Telephone Company. (C)
(C)

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2. REGULATIONS

2.1 Definitions

(D)

(D)

(D)

(D)

Attachee

The cable television system operator authorized by the Telephone Company to attach its facilities to poles.

(D)

Attachee's Communications Facilities

All facilities, including but not limited to cables, equipment and associated hardware, owned and utilized by the attachee which are attached to a pole to provide cable television services to its subscribers.

(D)

Cable Television System

A nonbroadcast facility consisting of a set of transmission paths and associated signal generation, reception, and control equipment, under common ownership and control, that distributes or is designed to distribute to subscribers the signals of one or more television broadcast stations.

Cable Television System Operator

The business entity, whether a natural person, partnership, corporation, or association, which offers for sale the services of a cable television system.

(D)

(D)

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2. REGULATIONS (Continued)

2.1 Definitions (Continued)

(D)
(D)

Joint Owner

A person, firm, corporation or other legal entity sharing ownership of a pole with the Telephone Company.

(D)

Joint User

A joint owner or party which may attach to a pole either solely or partially owned by the Telephone Company in return for granting the Telephone Company equivalent rights of attachment to poles which it owns, either solely or partially.

(D)

(D)

Make-ready Work

All work, including but not limited to rearrangement and/or transfer of existing facilities, replacement of a pole or other changes required to accommodate the attachee's communications facilities on a pole.

(D)

Pole

A pole owned solely or in part by the Telephone Company and/or by others for which the Telephone Company is responsible for authorizing the attachment of attachee's communications facilities.

Pole Attachment

Any item of attachee's communications facilities affixed to a pole.

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2. REGULATIONS (Continued)

2.1 Definitions (Continued)

Prelicense Survey

All work operations required, including field inspection and administrative processing, to determine the make-ready work necessary to accommodate attachee's communications facilities on a pole. (D)

2.2 Undertaking of the Telephone Company

2.2.1 Scope

Subject to the provisions of this tariff, the Telephone Company will authorize the attachment of an attachee's communications facilities to a pole for the purpose of providing the services of a cable television system. (D)

2.2.2 Limitations

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

(B) Nothing contained in this tariff shall be construed to compel the Telephone Company to construct, reconstruct, retain, extend, repair, place, replace or maintain a pole for use by an attachee that is not needed for the Telephone Company's own service requirements. (D)

(C) Nothing contained in this tariff shall be construed as a limitation, restriction, or prohibition against the Telephone Company with respect to any agreement and arrangement which the Telephone Company has heretofore entered into, or may in the future enter into, with others not covered by this tariff regarding the poles covered by this tariff. (D)

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2. REGULATIONS (Continued)

2.2 Undertaking of the Telephone Company (Continued)

2.2.3 Liability

- (A) The Telephone Company reserves to itself the right to locate and maintain its poles, and operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. (D)

The Telephone Company shall not be liable to the attachee for any interruption of attachee's service; for interference with the operation of the attachee's facilities; for any special, indirect, or consequential damages arising in any manner out of use by the attachee's communications facilities of a pole or the Telephone Company's actions or omissions in regard thereto, except when caused by negligence of the Telephone Company; and attachee shall indemnify and save harmless the Telephone Company from and against any and all claims, demands, causes of action, costs and attorney's fees of whatever kind excepting only those caused by or arising out of negligence of the Telephone Company. (D)

- (B) The Telephone Company shall exercise precaution to avoid damaging the facilities of the attachee; make an immediate report to the attachee of the occurrence of any such damage caused by its employees, agents or contractors; and agrees to reimburse the attachee for all reasonable costs incurred by the attachee for the physical repair of such damaged facilities.

2.2.4 Termination of Authorizations

- (A) Authorizations for pole attachments granted under provisions of this tariff may be terminated by the Telephone Company if: (D)
- (1) the attachee's insurance carrier shall at any time notify the Telephone Company that the policies of insurance, as required by 2.3.5 following, will be cancelled or changed so that those requirements will no longer be satisfied; or

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2. REGULATIONS (Continued)

2.2 Undertaking of the Telephone Company (Continued)

2.2.4 Termination of Authorizations (Continued)

- (A) Authorizations for pole attachments granted under provisions of this tariff may be terminated by the Telephone Company if: (Continued) (D)
- (2) any authorization which may be required by any governmental or private authority for the construction, operation and maintenance of the attachee's communications facilities is denied or revoked; or
 - (3) the attachee's communications facilities are used or maintained in violation of any law or in aid of any unlawful act or undertaking; or
 - (4) the attachee ceases to have authority to construct and operate its facilities on public or private property at the location of a particular pole covered by an authorization; or (D)
 - (5) the attachee fails to comply with any of the provisions of this tariff or defaults in any of its obligations hereunder; or
 - (6) the attachee ceases to provide its Cable Television services in the area covered by this tariff.
- (B) The Telephone Company will promptly notify the attachee in writing of any condition(s) applicable in (A) preceding. The attachee shall take immediate corrective action to eliminate any such condition(s) and shall confirm in writing to the Telephone Company within (30) days following receipt of such written notice that the cited condition(s) has ceased or been corrected. If attachee fails to discontinue or correct such condition(s) and fails to give the required written confirmation to the Telephone Company within the time period required, the Telephone Company may immediately terminate the attachment affected by the condition(s).

2.2.5 Notices

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

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2. REGULATIONS (Continued)

2.3 Obligation of Attachee

2.3.1 Legal Requirements

- (A) Attachee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and maintain its facilities on such public or private property before it attaches its communications facilities to poles located on the same public and/or private property. (D)
- (B) The attachee and Telephone Company shall at all times observe and comply with, and the provisions of this tariff are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the attachee and the Telephone Company under this tariff.
- (C) No authorization granted under this tariff shall extend to any pole where the attachment of attachee's communications facilities would result in a forfeiture of the rights of the Telephone Company or joint users to occupy the property on which such poles are located. If the existence of attachee's communications facilities on a pole would cause a forfeiture of the right of the Telephone Company or joint user, or both to occupy such property, attachee agrees to remove its communications facilities forthwith upon receipt of written notification from the Telephone Company. If the attachee has not completed such removal within (60) days of receipt of such written notification, the Telephone Company may perform and/or have performed such removal without liability on the part of the Telephone Company, except in the event that negligence on the part of the Telephone Company causes injury to persons or damage to property. Attachee agrees to pay the Telephone Company or joint user or both, the cost thereof and for all losses and damages that may result. (D)
(D)

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2. REGULATIONS (Continued)

2.3 Obligation of Attachee (Continued)

2.3.2 Assignment of Rights

Attachee shall not assign or transfer any authorization granted hereunder and such authorizations shall not inure to the benefit of attachee's successors or assigns without the prior written consent of the Telephone Company. The Telephone Company shall not unreasonably withhold such consent. In the event such consent is granted by the Telephone Company, the provisions of this tariff shall apply to and bind the successors and assigns of the attachee.

2.3.3 Construction, Maintenance and Removal of Attachee's Facilities

- (A) Attachee shall, at its own expense, construct and maintain its facilities on poles in a safe condition and in a manner acceptable to the Telephone Company so as not to physically conflict or electrically interfere with the facilities attached thereon by the Telephone Company, joint users or other authorized attachees. (D)
- (1) The attachee's facilities shall be placed and maintained in accordance with the requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the Occupational Safety and Health Act (OSHA), the Bell System Manual of Construction Procedures (Blue Book), all of which are incorporated by reference in this tariff, and any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.
- (2) If any part of attachee's facilities is not so placed and maintained in accordance with (1) preceding, and attachee has not corrected the violation within (60) days from receipt of written notice thereof from the Telephone Company, the Telephone Company may at its option correct said conditions. However, when in

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2. REGULATIONS (Continued)

2.3 Obligation of Attachee (Continued)

2.3.3 Construction, Maintenance and Removal of Attachee's Facilities (Continued)

(A) (2) (Continued)

the sole judgment of the Telephone Company such conditions pose an immediate threat to the safety of the Telephone Company's employees or the public; interfere with the performance of the Telephone Company's service obligations; or pose an immediate threat to the physical integrity of Telephone Company's facilities, the Telephone Company may perform such work and/or take such action that it deems necessary without first giving written prior notice to the attachee and without subjecting itself to any liability, except in the event that Telephone Company negligence causes injury to person, damage to property, interruption of service, or interference with service. As soon as practicable thereafter, the Telephone Company will advise the attachee in writing of the work performed or the action taken and endeavor to arrange for reaccommodation of attachee's facilities so affected. The attachee shall be responsible for paying the Telephone Company for all costs incurred by the Telephone Company for such work, action and reaccommodation.

- (B) The Telephone Company shall specify the point of attachment on each pole to be occupied by attachee's communications facilities. Where communications facilities of more than one attachee are involved, the Telephone Company will attempt, to the extent practical, to designate the same relative position on each pole for each attachee's communications facilities. (D)
- (C) Attachee shall notify the Telephone Company in writing at least (15) days before adding to, relocating, replacing or otherwise modifying its communication facilities attached to a pole where additional space or holding capacity may be required on either a temporary or permanent basis. (D)

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2. REGULATIONS (Continued)

2.3 Obligation of Attachee (Continued)

2.3.3 Construction, Maintenance and Removal of Attachee's Facilities (Continued)

(D)

(E)

(F)

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2. REGULATIONS (Continued)

2.3 Obligation of Attachee (Continued)

2.3.3 Construction, Maintenance and Removal of Attachee's Facilities (Continued)

(G) Attachee, at its expense will remove its communications facilities from a pole within (60) days after: (D)

(1) termination of the specific authorization covering such attachment; or

(2) the date attachee replaces its existing communications facilities on a pole with the placement of substitute communications facilities on the same or another pole. (D)

However, attachee shall be liable for and pay all charges pursuant to provisions of this tariff to the Telephone Company until all of attachee's communications facilities are physically removed from such poles. (D)

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2. REGULATIONS (Continued)

2.3 Obligation of Attachee (Continued)

2.3.3 Construction, Maintenance and Removal of Attachee's Facilities (Continued)

(G) (Continued)

If attachee fails to remove its communication facilities within the specified period, the Telephone Company shall have the right to remove such facilities at attachee's expense and without liability on the part of the Telephone Company for damage to such facilities or interruption of attachee's communications services, except in the event that the Telephone Company negligence causes injury to person or damage to property.

(H) Should the Telephone Company remove any of attachee's communications facilities, the Telephone Company will deliver to attachee the communications facilities so removed upon payment by attachee of the cost of removal, storage and delivery, and all other amounts due the Telephone Company hereunder. Attachee, upon request of the Telephone Company, shall grant the Telephone Company a security interest in all of attachee's communications facilities now or hereafter attached to poles pursuant to this tariff, and attachee agrees to perform all acts necessary to perfect the Telephone Company's security interest under the terms of Telephone Company's security interest under the terms of the Uniform Commercial Code, or applicable lien or security laws then in effect. If the terms of attachee's loan agreements and debentures preclude the grant of liens or security interests to the Telephone Company, attachee shall grant to the Telephone Company upon request, other permissible assurance of security for performance satisfactory to the Telephone Company to cover any such aforementioned amounts due the Telephone Company. Such liens or security interests shall not operate to prevent the Telephone Company from pursuing, at its option, any other remedies under this tariff or in law or equity, including public or private sale of attachee's communication facilities under security interest or lien. (D)

(I) When attachee's communication facilities are removed from a pole, no reattachment to the same pole shall be made until: (D)

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2. REGULATIONS (Continued)

2.3 Obligation of Attachee (Continued)

2.3.3 Construction, Maintenance and Removal of Attachee's Facilities (Continued)

- (I) When attachee's communication facilities are removed from a pole, no reattachment to the same pole shall be made until: (Continued) (D)
(D)
- (1) the attachee has first complied with all of the provisions of this tariff as though no such pole attachment had previously been made and (D)
- (2) all outstanding charges due to the Telephone Company for such previous attachment have been paid in full.
- (J) Attachee shall advise the Telephone Company in writing as to the date on which the removal of its communications facilities from each pole has been completed. (D)

2.3.4 Claims and Damages

- (A) The attachee shall exercise precaution to avoid damaging the facilities of the Telephone Company and others attached to poles, and the attachee assumes all responsibility for damage caused by negligence of, or the wanton, reckless or willful misconduct of attachee's employees, agents or contractors. (D)
- (B) In accordance with 2.3.4 (A) above, attachee shall make an immediate report to the owner of the facilities that are so damaged and reimburse such party for the costs incurred in making the required repairs.
- (C) Attachee shall promptly advise the Telephone Company of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the attachee's facilities. Copies of all accident reports and statements made to attachee's insurer by the attachee or others, shall be furnished promptly to the Telephone Company.
- (D) The attachee shall indemnify, protect and save harmless the Telephone Company from and against any and all claims, demands, causes of action and costs, including attorney's fees, for

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2. REGULATIONS (Continued)

2.3 Obligation of Attachee (Continued)

2.3.4 Claims and Damages (Continued)

(D) (Continued)

damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of attachee's communication facilities or by their proximity to the facilities of all parties attached to a pole or by any act or omission of the attachee's employees, agents or contractors on or in the vicinity of the Telephone Company's poles; provided, however that attachee shall only be liable for the negligence of, or the wanton, reckless or willful misconduct of, attachee's employees, agents, or contractors. Further, the Telephone Company shall not be entitled to be indemnified, protected and saved harmless against claims for compensation resulting from sole or joint negligence on its part.

(D)
(D)

(E) The attachee shall indemnify, protect and save harmless the Telephone Company and joint user from any and all claims, demands, causes of action and costs, including attorneys' fees, which arise directly or indirectly from the construction and operation of attachee's communication facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyright, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including attorneys' fees, for infringement of patents with respect to the manufacture, use and operation of attachee's communications facilities in combination with poles; provided, however that attachee shall only be liable for the negligence of, or the wanton, reckless or willful misconduct of, attachee's employees, agents, or contractors. Further, the Telephone Company shall not be entitled to be indemnified, protected, and saved harmless against claims resulting from sole or joint negligence on its part.

(D)

(F) Attachee shall indemnify, protect and save harmless the Telephone Company and joint user from any and all damages and costs imposed on the Telephone Company and joint users as a result of acts by the attachee, its employees, agents

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2. REGULATIONS (Continued)

2.3 Obligation of Attachee (Continued)

(F) (Continued)

or contractors, including but not limited to the cost of relocating utility poles resulting from a loss of right-of-way or property owner consents and/or the cost of defending these rights and/or consents; provided, however, that the Telephone Company shall not be entitled to be indemnified, protected, and saved harmless against damages and costs imposed as a result of sole to joint negligence on its part.

(D)

2.3.5 Insurance

(A) The attachee shall obtain and maintain insurance including endorsements insuring the indemnification provisions of this tariff and contractual liability coverage issued by an insurance carrier satisfactory to the Telephone Company to protect the Telephone Company and joint user from and against any and all claims, demands, causes of action, judgments, costs, including attorney's fees, 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 as covered in 2.3.4 preceding. The amounts of such insurance against:

- (1) liability due to damage to property shall be not less than (\$300,000) as to any one occurrence, and (\$500,000) aggregate, and
- (2) liability due to injury or death of persons shall be not less than (\$500,000) as to any one person and (\$1,000,000) as to any one occurrence.

(B) All insurance required in accordance with (A) preceding must be effective before the Telephone Company will authorize attachment to a pole and shall remain in force until all of attachee's communication facilities have been removed from all such poles. In the event that attachee shall fail to maintain the required insurance coverage, the Telephone Company may pay any premiums thereon falling due and the attachee shall forthwith reimburse the Telephone Company for any such premium payments made.

(D)

(D)

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2. REGULATIONS (Continued)

2.3 Obligation of Attachee (Continued)

2.3.5 Insurance (Continued)

- (C) The attachee shall submit to the Telephone Company certificates by each company insuring the attachee to the effect that it has insured the attachee for all liabilities of the attachee covered by this tariff and that it will not cancel or change any policy of insurance issued to the attachee except after (60) days' written notice to the Telephone Company.

2.4 Payment Arrangements

2.4.1 Payment of Charges and Advance Payments

- (A) The attachee is responsible for all charges applicable in connection with the attachment of its communication facilities to a pole as specified in 3. following: (D)
- (B) Attachee shall furnish bond or other satisfactory evidence of financial security in such amount as the Telephone Company from time to time may require to guarantee the payment of any sums which may become due to the Telephone Company for fees due hereunder or charges for work performed for the benefit of the attachee hereunder, including the removal of attachee's communications facilities upon termination. After completion of the construction phase, the Telephone Company may reduce the amount of the bond. Reduction in the amount of the bond will be conditioned upon the attachee's compliance with the provisions of this tariff.
- (C) If the attachee furnishes a deposit of money pursuant to requirements specified in (B) preceding, such deposit may be held during the continuance of authorizations granted under this tariff at the option of the Telephone Company as security for any and all charges which are or may become due to the Telephone Company under this tariff. Interest at the rate of 6% per annum shall be credited or paid to the attachee annually during the continuance of the deposit.

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2. REGULATIONS (Continued)

2.4 Payment Arrangements (Continued)

2.4.1 Payment of Charges and Advance Payments (Continued)

(D) Attachee shall make an advance payment to the Telephone Company prior to:

- (1) any undertaking by the Telephone Company of a prelicense survey or the administrative processing portion of such a survey as required by 2.6.1 following in an amount specified by the Telephone Company sufficient to cover the estimated charges for completing the specific work operation required.
- (2) any performance by the Telephone Company of any make-ready work required as specified in 2.6.1 following in an amount specified by the Telephone Company sufficient to cover the estimated charges for completing any required make-ready work.

(E) The amount of the advance payment required in (D) preceding will be credited against the cost to the Telephone Company for performing such work or having such work performed by others.

- (1) Where the advance payment made by the attachee is less than the charge by the Telephone Company, attachee agrees to pay the Telephone Company all sums due in excess of the amount of the advance payment.
- (2) Where the advance payment made by attachee exceeds the charge by the Telephone Company, the Telephone Company shall refund the difference to the attachee.

(F) The attachee shall pay all applicable charges due within 30 days of receipt of the bill.

2.5 Attachment Applications

2.5.1 General

(A) Before the attachee shall attach to a pole, attachee shall make written (D)

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2. REGULATIONS (Continued)

2.5 Attachment Applications (Continued)

(A) (Continued)

application for and have received written authorization therefore from the Telephone Company.

- (B) Attachee agrees to limit the filing of applications for pole attachment authorizations to include not more than (200) poles on any one application and (1000) poles on all applications which are pending approval by the Telephone Company at any one time. Such limitations will apply to poles, located within a single plant construction district of the Telephone Company. The Telephone Company will permit the preceding limitations to be exceeded if so requested in writing by the attachee when the circumstances of a particular job warrant such. Attachee further agrees to designate a desired priority of completion of the prelicense survey and make-ready work for each application relative to all other of its applications on file with the Telephone Company at the same time. (D)

2.5.2 Multiple Applicants

(A) Classification

Applications received from multiple applicants for the same pole will be classified as follows: (D)

- (1) Simultaneous - received by the Telephone Company on the same business day
- (2) Non-simultaneous - received by the Telephone Company on different business days

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2. REGULATIONS (Continued)

2.5 Attachment Applications (Continued)

2.5.2 Multiple Applicants (Continued)

(B) Processing

Processing of multiple applications by the Telephone Company will be as follows:

- (1) Simultaneous applications - Processing of simultaneous applications will be done concurrently. Authorization for attachment or utilization will be granted simultaneously to all multiple applicants involved.
- (2) Non-simultaneous applications - Initial applicant will be offered the following Options in writing immediately following receipt by the Telephone Company of an application(s) from an additional applicant(s). Copies of such written notification to the initial applicant will be sent to the additional applicant(s).

Option 1 - Application(s) of the initial applicant will be processed on the basis that there is no application on file from another applicant for the same pole. (D)

Option 2 - Application(s) of initial applicant and additional applicant(s) will be processed in accordance with (B) (1) preceding.

(3) Initial Applicant

All work in progress on application(s) filed by an initial applicant will be suspended by the Telephone Company from the date of its written notification as required in (2) preceding until the initial applicant notifies the Telephone Company, in writing, of the option it elects.

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2. REGULATIONS (Continued)

2.5 Attachment Applications (Continued)

2.5.2 Multiple Applicants (Continued)

Such written notification, by the initial applicant will be required no later than 15 days following its receipt of the aforementioned notification from the Telephone Company; otherwise, the Telephone Company will deem the initial applicant to have elected Option 1. The Telephone Company will notify the additional applicant(s), in writing, of the Option elected by the initial applicant.

(4) Additional Applicant(s)

Option 2 will be subject to acceptance by all multiple applicants involved. The additional applicant(s) will have 15 days from receipt of written notification from the Telephone Company advising that the initial applicant has selected Option 2 to accept or reject by written notification to the Telephone Company the conditions applicable to simultaneous attachment; otherwise the Telephone Company will deem the additional applicant(s) to have rejected acceptance of treatment as simultaneous applicant. (D)

(C) Conditions Applicable to Simultaneous Applications

(1) Field Inspection

Multiple applicants retain the right to determine individually or collectively the party or parties (multiple applicant(s) or Telephone Company) to be responsible for completion of the field inspection required to determine the make-ready work necessary to accommodate attachment of their respective communications facilities on a simultaneous basis. (D)

- (a) Indication of the party(s) responsible for the field inspection must be included by multiple applications in written notification required by (B) (4) preceding.

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2. REGULATIONS (Continued)

2.5 Attachment Applications (Continued)

2.5.2 Multiple Applicants (Continued)

(b) Field Inspection Results

- (i) Multiple applicants electing to perform the field inspection jointly will be required to furnish the field inspection results data to the Telephone Company in a format specified by the Telephone Company and according to standards of accuracy and completeness satisfactory to the Telephone Company.
- (ii) Multiple applicants electing to perform the field inspection separately must each submit field inspection results as required in (i) above for each pole on each application which includes poles to be attached by multiple applicants.

(2) Make-Ready Work

Multiple applicants must develop a mutually agreeable order of pole availability, and overall make-ready work completion schedule. (D)

- (a) When multiple applicants cannot reach such mutual agreement within 15 days from receipt of written notification from the Telephone Company of the estimated charges for the required make-ready work, the Telephone Company may at its option offer, as an alternative, to complete the total make-ready work required for all multiple applicants before simultaneously granting attachment authorization for all multiple applications involved. (D)

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2. REGULATIONS (Continued)

2.5 Attachment Applications (Continued)

2.5.2 Multiple Applicants (Continued)

(b) Any multiple applicant who fails to agree to the alternative arrangement will be considered by the Telephone Company to have cancelled its application(s) relative to the poles involved on pending applications of another applicant(s). (D)

(3) Costs

Each multiple applicant will be charged an equal share of the total make-ready costs incurred by the Telephone Company to accommodate simultaneous attachment by the multiple applicants. (D)

(D) Conditions Applicable to Non-simultaneous Applications

(1) Field Inspection

Each multiple applicant retains the right to complete the field inspection required to determine the make-ready work necessary to accommodate its communications facilities on a non-simultaneous basis.

(a) Election of such field inspection responsibility must be made in writing to the Telephone Company within 20 days of receipt of the Telephone Company written notification required by (B)(3) preceding.

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2. REGULATIONS (Continued)

2.5 Attachment Applications (Continued)

2.5.2 Multiple Applicants (Continued)

- (b) Each multiple applicant electing to perform his own field inspection will be required to furnish the field inspection results data to the Telephone Company in a format specified by the Telephone Company and according to standards of accuracy and completeness satisfactory to the Telephone Company.
- (c) Field inspection results developed by a multiple applicant must be submitted to the Telephone Company within 30 days of the most recent date upon which the applicant's pending application(s) has been classified as non-simultaneous. Failure of an applicant to comply with this requirement will be considered by the Telephone Company as a cancellation of the application(s) involved.

(2) Pre-License Survey Costs

Each multiple applicant will be charged the applicable pre-license survey costs incurred by the Telephone Company relative to a determination of the make-ready work required to accommodate attachment of the individual applicant's communications facilities on a non-simultaneous basis. (D)

(3) Make-Ready Completion Schedule

The date of receipt (earliest taking precedence) by the Telephone Company of applications filed in accordance with 2.5.1 preceding will determine the priority of make-ready work completion by the Telephone Company. Any change in priority of pole availability will (D)

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2. REGULATIONS (Continued)

2.5 Attachment Applications (Continued)

2.5.2 Multiple Applicants (Continued)

(3) (Continued)

require an appropriate change in make-ready work completion of the application(s) involved and be subject to the Telephone Company's ability to accommodate the specific change(s) required in its established work schedule.

(4) Make-Ready Work Costs

Make-Ready work costs will be allocated as follows:

- (a) The initial applicant will be charged the total cost incurred by the Telephone Company to accommodate the attachment of the initial applicant's communications facilities on poles on a non-simultaneous basis. (D)
- (b) The additional applicant(s) will be charged the total cost incurred by the Telephone Company to accommodate the attachment of the additional applicant's communications facilities on poles for which prior attachment authorization has been granted to another applicant. (D)

(E) Pre-License Survey Completion

In performing all field inspections and associated administrative processing for which it may be responsible, the Telephone Company will endeavor to include such work in its normal work load schedule

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2. REGULATIONS (Continued)

2.6 Make-Ready Requirements

2.6.1 Pole Attachment

- (A) When an application for attachment to a pole is submitted by an attachee, a prelicense survey will be required to determine the existing adequacy of the pole to accommodate attachee's communications facilities. The Telephone Company will advise the Attachee in writing of the estimated charges that will apply for such prelicense survey and receive written authorization from the attachee before undertaking any portion of the prelicense survey. (D)
(D)
- (B) The field inspection portion of the prelicense survey, which requires the visual inspection of existing poles may be performed by the Telephone Company or attachee (with optional participation by joint user and/or attachee). The administrative processing portion of the prelicense 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 attachees, and the random field verification of field inspection results data developed and furnished to the Telephone Company by the attachee, will be performed by the Telephone Company. (D)

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2. REGULATIONS (Continued)

2.6 Make-Ready Requirements (Continued)

2.6.1 Pole Attachment (Continued)

(C)

(1) When the attachee performs the field inspection portion of prelicense survey, the field inspection results data will be furnished to the Telephone Company in a format specified by the Telephone Company and according to standards of accuracy and completeness satisfactory to the Telephone Company. In view of the Telephone Company's common carrier obligations to maintain safe and adequate service, the Telephone Company retains the right to do the field inspection portion of the prelicense survey again if in the sole judgment of the Telephone Company the data furnished by the attachee does not comply with the performance standards as prescribed by the Telephone Company. The attachee shall pay the Telephone Company for the total expense incurred by the Telephone Company to redo the field inspection.

(C) The Telephone Company shall grant authorization for attachment to a pole of any size required by attachee when the Telephone Company reasonably determines that attachment space on such pole is available or can be made available and is not required for its exclusive use or that of a governmental entity with attachment rights, and that the pole may reasonably be rearranged or replaced to accommodate attachee's communications facilities.

(D)

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(D)

(D)

(D) In the event the Telephone Company determines that a pole to which attachee desires to attach is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the attachee's communications facilities, the Telephone Company will advise the attachee in writing of the estimated make-ready charges that will apply.

(D)

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2. REGULATIONS (Continued)

2.6 Make-Ready Requirements (Continued)

2.6.1 Pole Attachment (Continued)

(C)

Attachee shall have (30) days from receipt of said written notification to indicate its authorization for completion of the required make-ready work and acceptance of the resulting charges. However, if the Telephone Company receives a request from an additional applicant for attachment to a pole for which written notification has been sent to an initial attachee, the initial attachee must authorize completion of the pending make-ready work within (10) days after receipt of written notification from the Telephone Company of the additional attachment request or until the end of the aforementioned (30) day period, whichever period of time is shorter.

(D)

- (E) Make-ready work will be performed following receipt of the required advance payment by the Telephone Company. Attachee shall pay the Telephone 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 regarding reimbursement for any expense incurred by them in transferring or rearranging their facilities to make such attachment accommodations available. Attachee shall not be entitled to reimbursement of any amounts paid to the Telephone Company for rearrangement of facilities on a pole by reason of the use by the Telephone Company, joint user, governmental entity or other authorized users of any additional capacity resulting from such replacement or rearrangement.

(D)

(D)

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2. REGULATIONS (Continued)

2.6 Make-Ready Requirements (Continued)

2.6.1 Pole Attachment (Continued)

- (C)
- (F) Should the Telephone Company, joint user or a governmental entity with pole attachment rights need, for its own service requirements, to attach additional facilities to any pole to which attachee is attached, attachee will either rearrange its communications facilities on the pole or transfer them to a replacement pole as determined by the Telephone Company so that the additional facilities of the Telephone Company, joint user or governmental entity may be attached. The cost of such rearrangement and/or transfer will be at the sole expense of the attachee. If attachee does not rearrange or transfer its communications facilities within (30) days after the receipt of written notice from the Telephone Company requesting such rearrangement or transfer, the Telephone Company or joint user may perform or have performed such rearrangement or transfer without liability on the part of the Telephone Company or joint user and the attachee shall be liable for the full costs thereof, except in the event that the Telephone Company negligence causes injury to person, damage to property, interruption of service, or interference of service. (D)
- (G) Whenever it is necessary for the Telephone Company to replace a pole to accommodate attachee's communications facilities, the Telephone Company will grant attachee the option, where possible and acceptable to joint user, to become the owner of the pole upon payment of all replacement costs on a fully installed basis. This option is subject to the further conditions that: (D)

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2. REGULATIONS (Continued)

2.6 Make-Ready Requirements (Continued)

2.6.1 Pole Attachment (Continued)

(C)

(1) attachee grants the Telephone Company and any existing joint user the right to attach their respective facilities to such replacement pole upon the same terms and conditions as set forth in this tariff and

(D)

(2) that any governmental entity having attachment rights to the pole shall be granted similar attachment rights under the same terms and conditions as apply to the pole being replaced.

(D)

Should the attachee exercise this option and become the owner of the pole, it agrees to maintain the pole in a safe and serviceable condition for attachment of Telephone Company and joint user facilities for as long as attachee owns an interest in the pole.

(D)

(D)

2.6.2 Reserved

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2. REGULATIONS (Continued)

2.6 Make-Ready Requirements (Continued)

2.6.3 Work Schedule

In performing all make-ready work to accommodate attachee's communications facilities, the Telephone Company will endeavor to include such work in its normal work load schedule.

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2. REGULATIONS (Continued)

2.7 Inspection of Pole Attachments

(D)

2.7.1 Procedures

(A) The Telephone Company reserves the right to make periodic inspections of any part of
attachee's communications facilities attached to a pole.

(D)

(B) The making of periodic inspections or the failure to do so shall not relieve the attachee of any
responsibility, obligation or liability imposed by this tariff.

2.7.2 Unauthorized Attachment

(A) If any of the attachee's communications facilities shall be found attached to a pole for which
there is no authorization outstanding, the Telephone Company, without prejudice to its other
rights or remedies under this tariff, including termination of authorization(s), may impose a
charge not greater than twice the amount equal to the rate that would have been due had the
installation been made the day after the last previous required inspection, may also impose
make-ready charges for unauthorized installations not to exceed twice the charges which
would have been imposed if the installation had been properly authorized, and require
attachee to submit in writing, within (15) days after receipt of written notification from the
Telephone Company of the unauthorized attachment, a pole application. If such application
is not received by the Telephone Company within the specified time period, attachee may be
required to remove its unauthorized attachment within (15) days of the final date for
submitting the required application, or the Telephone Company may at its option remove
attachee's facilities without liability, and the expense of such removal shall be borne by the
attachee.

(D)

(D)

(D)

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2. REGULATIONS (Continued)

2.7 Inspection of Pole Attachments (Continued)

(D)

2.7.2 Unauthorized Attachment (Continued)

(B) For the purpose of determining the applicable charge, all unauthorized pole attachments shall be treated as having existed for a period of two (2) years prior to its discovery or for the period beginning with the date on which the attachee was initially authorized to attach facilities of the same communications system to poles, whichever period shall be the shorter; and the rates specified in 3.1.2. following shall be due and payable forthwith whether or not the attachee is permitted to continue the pole attachment.

(D)

(D)

(D)

(C) No act or failure to act by the Telephone Company with regard to any unauthorized use shall be deemed as a ratification of the unauthorized use; and if authorization should subsequently be issued, such authorization shall not operate retroactively or constitute a waiver by the Telephone Company of any of its rights or privileges under this tariff or otherwise; provided, however, that the attachee shall be subject to all liabilities, obligations and responsibilities of this tariff in regard to said unauthorized use from its inception.

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3. RATES AND CHARGES

3.1 Pole Attachment

(D)

3.1.1 General

(A) Attachment charges commence on the first day of the second calendar month following the date that authorization is granted for such attachment and cease as of the final day of the calendar month preceding the month in which the attachment is physically removed.

(D)

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(D)

(B) A one month minimum charge is applicable for all attachment accommodations.

(D)

(C) All attachment charges are payable in advance annually on the first day of January.

(D)

(D) Total attachment charges under (C) preceding shall be based upon the number of poles for which authorization has been issued prior to the first day of January. Each annual payment shall include a proration of the monthly attachment charges applicable for all attachments initially authorized by the Telephone Company during the preceding year.

(D)

(D)

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3. RATES AND CHARGES (Continued)

3.1 Pole Attachment (Continued)

(D)

3.1.2 Rates*

	<u>Annual</u>	
(A) Pole Attachment		
(1) Per Pole Attachment (Effective May 23, 1995)		(C)
(a) Two-User Attachment	\$9.34	(I)
(b) Three-User Attachment	\$5.59	(I)
(1) Per Pole Attachment (Effective May 23, 1996)		(C)
(a) Two-User Attachment	\$11.21	(I)
(b) Three-User Attachment	\$6.71	(I)
(1) Per Pole Attachment (Effective May 23, 1997)		(C)
(a) Two-User Attachment	\$13.45	(I)
(b) Three-User Attachment	\$8.05	(I)
		(D)
		—
(B) Reserved		(D)
		(D)
		—
(C) Reserved		(D)

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3. RATES AND CHARGES (Continued)

3.2 Charges - Nonrecurring

3.2.1 Determination

Charges for all work performed by the Telephone Company or by its authorized representatives in connection with the furnishing of pole accommodations as covered by this tariff shall be based upon the full cost, plus (10%) of such amount, to the Telephone Company for performance of such work. Such charges will apply for, but not be limited to, prelicense survey, make-ready work, inspection and removal of attachee's communication facilities. (D)

3.2.2 Replacement of Facilities

The charge for replacement of a pole, required to accommodate attachee's communications facilities, in accordance with 2.6.1 (G) shall be based on the Telephone Company's fully installed costs less salvage value, if any, and depreciation expense when applicable. (D)