

EXHIBIT A

THE CHILLICOTHE TELEPHONE COMPANY

POLE ATTACHMENT TARIFF

TARIFF P.U.C.O. NO. 4

TARIFF P.U.C.O. NO. 4
POLE ATTACHMENT TARIFF

This tariff contains the following listed pages, each of which is effective on the date shown thereon.

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TARIFF P.U.C.O. NO. 4
POLE ATTACHMENT TARIFF

DEFINITIONS OF TERMS

For purposes of this tariff, the following terms shall have the meanings set forth for them below:

1. "The Agreement" is an agreement entered into between the Telephone Company and the Licensee for pole attachments pursuant to this tariff.
2. A "Licensee" is a person or entity which enters into The Agreement with the Telephone Company pursuant to this tariff for provision to the Licensee of pole attachments.
3. "Pole attachment" or "attachment" is any attachment by a licensee to a pole, duct, conduit, or right-of-way owned or controlled by the Telephone Company.
4. The "Telephone Company" is The Chillicothe Telephone Company.

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PROVISION OF POLE ATTACHMENTS

The Telephone Company shall provide to a Licensee pole attachments pursuant to The Agreement between them, which shall embody and include all of the terms and conditions set forth in Section 3 of this tariff, together with such other terms and conditions agreed to by and between the Telephone Company and the Licensee which are not in conflict with the terms and conditions set forth in Section 3 of this tariff.

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TERMS AND CONDITIONS FOR THE RENDERING OF SERVICE

A. Specifications

- (1) The joint use of the poles covered by The Agreement shall at all times conform to the requirements of the National Electrical Safety Code, Sixth Edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.
- (2) The strength of poles covered by The Agreement shall be sufficient to withstand the transverse and vertical loads imposed upon them under the storm loadings of the National Electrical Safety Code assumed for the area in which they are located.

B. Establishing Joint Use of Poles

- (1) Before the Licensee shall make use of any of the poles of the Telephone Company under The Agreement, it shall request permission therefore in writing on an application form and shall comply with the procedure set forth therein and in this Article B.
- (2) If, in the judgment of the Telephone Company, joint use under the circumstances is undesirable, the Telephone Company shall have the right to reject the application. In any event, within 30 days after the receipt of such application the Telephone Company shall notify the Licensee in writing whether the application is approved or rejected.
- (3) After receipt of notice from the Telephone Company that the application has been approved, the Licensee shall furnish the Telephone Company detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the poles of the Telephone Company to be used jointly, the number and character of the attachments to be placed on such poles, any rearrangement of

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TERMS AND CONDITIONS FOR THE RENDERING OF SERVICE (cont'd.)

B. Establishing Joint Use of Poles (concl'd.)

the Telephone Company's fixtures and equipment necessary for joint use, any relocations or replacements of existing poles, and any additional poles that may be required. The Telephone Company shall, on the basis of such detailed construction plans and drawings, submit to the Licensee within 30 days a cost estimate (including overhead and less salvage of materials) for all changes that may be required in such pole line, including an estimated completion date for such change. Upon written notice by the Licensee to the Telephone Company that the cost estimate is approved, the Telephone Company shall proceed with the necessary changes in the pole line covered by the cost estimate and shall diligently expedite the completion thereof within the time specified in the estimate. Upon completion of all changes, the Licensee shall have the right hereunder to jointly use the poles and to make attachments in accordance with the terms of the application and of The Agreement. The Licensee shall, at its own expense, make attachments in such manner as not to interfere with the service of the Telephone Company, and place guys and anchors to sustain any unbalanced loads caused by its attachments.

- (4) Upon completion of all changes in each pole line to be used jointly, the Licensee shall pay to the Telephone Company the actual cost (including overhead and less salvage value of materials) of making such changes. The obligation of the Licensee hereunder shall not be limited to amounts shown on estimates made by the Telephone Company hereunder. An itemized statement of the actual cost of all such changes shall be submitted by the Telephone Company to the Licensee, in form mutually agreed upon.
- (5) All poles jointly used under The Agreement shall remain the property of the Telephone Company, and any payments made by the Licensee for changes in pole lines under The Agreement shall not entitle the Licensee to the ownership of any of said poles.
- (6) The Telephone Company reserves the right to exclude any of its facilities from joint use.

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TERMS AND CONDITIONS FOR THE RENDERING OF SERVICE (cont'd.)

C. Easements and Rights-of-way for Licensee's Attachments

The Telephone Company does not warrant or assure to the Licensee any right-of-way privileges or easements, and if the Licensee shall at any time be prevented from placing or maintaining its attachments on the Telephone Company's poles, no liability on account thereof shall attach to the Telephone Company. Each party shall be responsible for obtaining its own easements and rights-of-way.

D. Maintenance of Poles, Attachments and Right-of-way

- (1) The Telephone Company shall, at its own expense, maintain the jointly used poles in a safe and serviceable condition and in accordance with the specifications mentioned in Article A hereof and shall replace, reinforce or repair such of these poles as become defective.
- (2) Whenever right-of-way considerations or public regulations make relocation of a pole or poles necessary, such relocations shall be made by the Telephone Company at its own expense, except that each party shall bear the cost of transferring its own attachments.
- (3) Whenever it is necessary to replace or relocate a jointly used pole, the Telephone Company shall, before making such replacement or relocation, give 20 days notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacements or relocation, and the Licensee shall, at the time so specified, transfer its attachments to the new or relocated joint pole. Should the Licensee fail to transfer its attachments to the new or relocated joint pole at the time specified for such transfer of attachments, the Telephone Company may elect to do such work, and the Licensee shall pay the Telephone Company the cost thereof. In the event the Licensee fails to transfer its attachments and the Telephone Company does such work, the Telephone Company shall not be liable for any loss or damage to the Licensee's facilities which may result therefrom.

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TERMS AND CONDITIONS FOR THE RENDERING OF SERVICE (cont'd.)

D. Maintenance of Poles, Attachments and Right-of-way (concl'd.)

- (4) Except as otherwise provided in Section (5) of this Article, each party shall at all times maintain all of its attachments in accordance with the specifications mentioned in Article A hereof and shall keep them in safe condition and in thorough repair. All necessary right-of-way maintenance, including tree trimming or cutting, shall be performed by the parties as may be mutually agreed upon.
- (5) Any existing joint use by the parties which does not conform to the specifications mentioned in Article A hereof shall be brought into conformity therewith as soon as practicable.

When such existing construction shall have been brought into conformity with said specifications, it shall at all times thereafter be maintained as provided in Sections (1) and (4) of this Article.

E. Insurance

The Licensee shall take out and maintain throughout the period during which The Agreement shall remain in effect the following minimum insurance:

- (1) Workmen's compensation insurance covering all employees of the Licensee who shall perform any of the obligations of the Licensee hereunder, whether or not such insurance is required by the laws of the State governing the employment of any such employee. If any employee is not subject to the workman's compensation laws of such State, such insurance shall extend to such employee voluntary coverage to the same extent as though such employee were subject to such laws.
- (2) Public liability and property damage liability insurance covering all operations under this Agreement for bodily injury or death not less than \$100,000 for one person and \$300,000 for each accident; for property damage, not less than \$25,000 for each accident and \$50,000 aggregate for accidents during the policy period.

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TERMS AND CONDITIONS FOR THE RENDERING OF SERVICE (cont'd.)

E. Insurance (concl'd.)

- (3) Automobile liability insurance on all self-propelled vehicles used in connection with The Agreement, whether owned, non-owned, or hired; public liability limits of not less than \$100,000 for one person and \$300,000 for each accident; property damage limit of \$10,000 for each accident.

The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Telephone Company. The Licensee shall furnish to the Telephone Company, with its first application for joint use hereunder, a certificate evidencing compliance with the foregoing requirements.

F. Recovery of Space by the Telephone Company

- (1) If the Telephone Company shall at any time require the space occupied by the Licensee's attachments on the Telephone Company's poles, the Licensee shall remove its attachments within 90 days after receipt of written notice from the Telephone Company of the Telephone Company's need for such space. Upon the failure of the Licensee to remove its attachments within such period, the Telephone Company may remove such attachments and the Licensee shall pay the Telephone Company the cost thereof.
- (2) In the event the Licensee, upon receipt of a written notice from the Telephone Company given under Section (1) of this Article, shall desire that the Telephone Company replace any existing poles in order to provide space for the Licensee's attachments, the Licensee shall submit its request to the Telephone Company therefore in accordance with the provisions of Article B hereof.

G. Abandonment of Jointly Used Poles

- (1) If the Telephone Company desires at any time to abandon any jointly used pole, it shall give the Licensee notice writing to that effect at least 60 days prior to the date on which it intends to abandon such pole. If at the expiration of said period the Telephone Company shall have no attachments on such

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TERMS AND CONDITIONS FOR THE RENDERING OF SERVICE (cont'd.)

G. Abandonment of Jointly Used Poles (concl'd.)

pole but the Licensee shall not have removed all of the attachments therefrom, such pole shall thereupon become the property of the Licensee, and the Licensee shall save harmless the Telephone Company from all obligation, liability, damages, cost, expenses or charges incurred thereafter; and shall pay the Telephone Company for such pole an amount equal to the Telephone Company's depreciated cost thereof. The Telephone Company shall further evidence transfer to the Licensee of title to the pole by means of a bill of sale.

- (2) The Licensee may at any time abandon the use of a joint pole by giving due notice thereof in writing to the Telephone Company and by removing therefrom any and all attachments it may have thereon. The Licensee shall in such case pay to the Telephone Company the full rental for said pole for the then current year.

H. Rentals for Pole Attachments

- (1) On or about February 1 of each year the parties acting in cooperation shall tabulate the total of the number of poles in joint use as of the preceding day and the number of poles on which the Licensee removed all of its attachments during the twelve preceding months, which tabulations shall indicate the number of poles on which rentals are to be paid.
- (2) The rental per pole due from the Licensee to the Telephone Company shall be \$1.68 per annum which shall be paid by the Licensee to the Telephone Company for each jointly used pole as shown by the annual tabulation of joint poles.

I. Right of Other Parties

- (1) If the Telephone Company, prior to the execution of The Agreement, has conferred, or hereafter confers, upon others not parties to The Agreement, by contract or otherwise, rights or privileges to use any poles covered by The Agreement, nothing therein contained shall be construed as affecting such

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TERMS AND CONDITIONS FOR THE RENDERING OF SERVICE (cont'd.)

I. Right of Other Parties (concl'd.)

rights or privileges, and the Telephone Company shall have the right, by contract or otherwise, to continue or extend such existing rights or privileges. Prior to making any attachments to any pole or poles of the Telephone Company, the Licensee shall notify any such other parties in writing of the Licensee's proposed use of such pole or poles, and any attachment privileges granted to the Licensee hereunder shall be subject to any rights or privileges which shall have been theretofore conferred by the Telephone Company upon any such other parties.

- (2) Where municipal regulations require the Telephone Company to allow the use of its poles for fire alarm, police, or other like signal systems, such use shall be permitted under the terms of this Article.

J. Assignment of Rights

The Licensee shall not assign or otherwise dispose of The Agreement or of any of its right or interests hereunder, or in any of the jointly used poles, or the attachments or rights-of-way covered by The Agreement, without the written consent of the Telephone Company.

K. Waiver of Terms or Conditions

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of The 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.

L. Payment of Taxes

Each party shall pay all taxes and assessments lawfully levied on its own property upon said jointly used poles, and the taxes and the assessments which are levied on

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TERMS AND CONDITIONS FOR THE RENDERING OF SERVICE (concl'd.)

L. Payment of Taxes (concl'd.)

said joint poles shall be paid by the Telephone Company thereof, but any tax, fee, or charge levied on the Telephone Company's poles solely because of their use by the Licensee shall be paid by the Licensee.

M. Interest and Payments

All amounts to be paid by the Licensee to the Telephone Company under The Agreement shall be due and payable within 30 days after an itemized statement shall have been presented to the Licensee. Any payment not made within 30 days from the due date shall thereafter bear interest at the rate of 12% per annum until paid.

N. Service of Notices

Whenever in The Agreement notice is provided to be given by either party hereto to the other, such notice shall be in writing and given by letter mailed, or by personal delivery, to the Telephone Company at its office at 68 East Main Street, P.O. Box 480, Chillicothe, Ohio 45601 or to the Licensee at its office, or to such other address as either party may from time to time designate in writing for that purpose.

O. Term of Agreement

The Agreement shall remain in effect until terminated by either party at the end of one (1) year from the date thereof or thereafter upon the giving of written notice to the other party not less than (6) months prior to the date of termination.

P. Existing Contracts

All existing agreements (if any) between the parties hereto for the joint use of poles are by mutual consent hereby abrogated and superseded by The Agreement. Nothing in the foregoing shall preclude the parties to The Agreement from preparing such supplemental operating routines of working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of The Agreement.

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