THOMPSON HINE & FLORY LLP

34

Attorneys at Law

Gerald A. Cooper (614) 469-3223 gcooper@thf.com

November 12, 1998	
HAND DELIVERED Ms. Daisy Crockron Chief of Docketing Division Public Utilities Commission of Ohio 180 East Broad Street, 10 th Floor Columbus, Ohio 43266-0573	
RE: The Columbus Grove Telephone Company Pole Attachment Tariff Case No. 98-1369-TP-ATA Tariff No. 90-5014-TP-TRF	
Dear Ms. Crockron:	
Enclosed please find four copies of The Columbus Grove Telephone Company's final Thank you for your time and attention. Very truly yours,	tariff sheets.
Gerald A. Cooper GAC/glm Enclosures	
CC: Jane E. Gettman J. Raymond Prohaska, Esq. RECEIVED NOV 1 2 1998 TARIFF DIVISION 2108 Sublic Utilities Commission of Ohio	appearing are an

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One Columbus 10 West Broad Street Columbus, Ohio 43215-3435 614-469-3200 fax 469-3361

BRUSSELS, BELGIUM CINCINNATI CLEVELAND COLUMBUS DAYTON PALM BEACH WASHINGTON, D.C.

SECTION NO. 1
Original Title Sheet

P.U.C.O. No. 7

COLUMBUS GROVE TELEPHONE COMPANY

POLE ATTACHMENT TARIFF

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TARIFF DIVISION
Public Utilities Commission of Ohio

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TARIFF INDEX

SECTION ONE

Schedule of Principle Rates

SECTION TWO

Rules and Regulations

SECTION THREE

Requirements and Specifications for Attachments to Poles

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SECTION ONE INDEX

SCHEDULE OF FEES AND CHARGES

ATTACHMENT FEE 1

AREA MAP 2

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SECTION ONE

POLE ATTACHMENT

SCHEDULE OF PRINCIPLE RATES

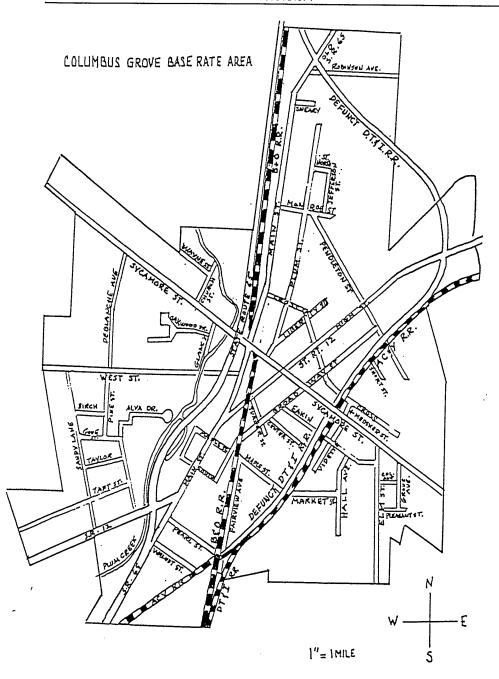
The rates provided below are yearly rates and entitle a customer to use the pole specified by this tariff for all of the Columbus Grove Telephone Company franchise area.

Attachment Fee:

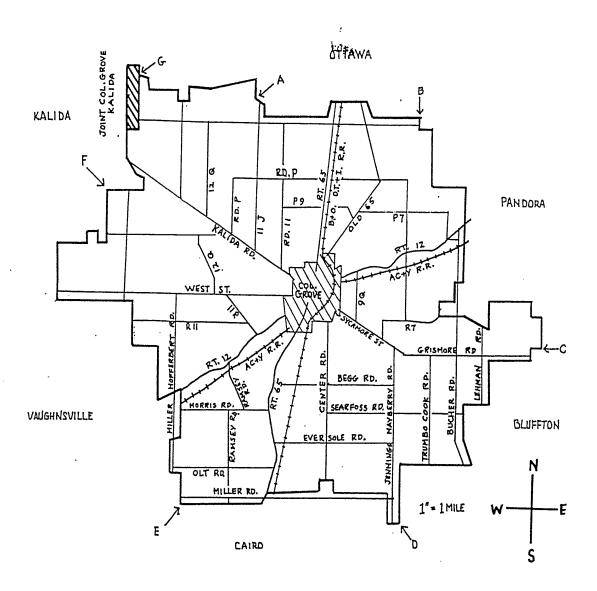
\$2.25 per pole per annum

\$7.00 per anchor attachment per annum

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SECTION TWO

RULES AND REGULATIONS

Paragraph 1.

DEFINITIONS

Sub-Paragraph 1. Definitions

<u>Attachments</u> - Attachments of the Customer to poles of the Company as mentioned shall be understood to include attachments of the Customer in space reserved for the Company, or space which the Company has the right to use, on poles of other companies with which the Company now has or may hereafter have agreements for joint use and occupancy.

Company - Columbus Grove Telephone Company

<u>Customer</u> - an entity having Attachments or proposing to make Attachments pursuant to this tariff.

<u>Poles</u> - The Company's "poles" mean poles owned by the Company and poles owned by others to the extent that and for so long as the Company has the right to permit others to attach in the communications space.

Sub-Paragraph 2. Application and/or Termination Notice

The following Application and Termination notice shall be executed as prescribed by this Tariff in order for the customer to be permitted the use of Company poles.

Paragraph 2.

OBLIGATIONS AND LIABILITIES OF TELEPHONE Company

Sub-Paragraph 1. Availability of Facilities

Subject to the provisions of this Tariff, the Company will issue to the Customer for any

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lawful communication purpose revocable, nonexclusive, rights, upon approval of an application authorizing the attachments of the Customers cable, equipment and facilities to the Company's poles within the area shown on the area map in Section One.

No use, however extended, of the Company's pole system nor payment of any fees or charges required under this tariff shall create or vest in the Customer any ownership or property rights in said poles, but the Customer's rights therein shall be and remain as set forth in this tariff. Nothing in the tariff shall be construed to compel the Company to construct, retain, extend, place or maintain any facilities not needed for its own service requirements.

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THI	E COLUMBUS GROVE TELEPHONE COMPANY	
	Pole Attachment Application (Submit in Duplicate)	
Application No	Date	
	City and State	
Tariff, approved by the Po 19, with any sub shown opposite items 1 th The customer hereby agree the above specified facility	rms and conditions of Columbus Grove Telephone Company's ablic Utilities Commission of Ohio, effective	
	(Name of Customer)	-
	Ву:	
	Title	

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THE COLUMBUS GROVE TELEPHONE COMPANY

Pole Attachment Application (cont.)

on the supplement to customer of the obligation to p and rearrangements of facilitie	make the attachments shown opposite items 1 through this application. Subject to acceptance by the pay the full cost of the replacement of poles, charges, as on poles and purchases shown opposite items 1	
through on the s	uppiement to this application.	
	THE COLUMBUS GROVE TELEPHONE COMPANY	
	Ву	
	Title	
	Date	
	accepts obligation to pay the full cost	
(Name of Customer)	and rearrangements of facilities of poles and purchases	
	h on the supplement to this application	
	h on the supplement to this application By	
	h on the supplement to this application By Title	
	h on the supplement to this application By	
	h on the supplement to this application By Title	
	h on the supplement to this application By Title	

THE COLUMBUS TELEPHONE Company Columbus Grove, Ohio		SECTION NO. 2 Original Sheet No. 5		
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THE COLUMBUS ROVE TELEPHONE COMPANY SECTION NO. 2 Columbus Grove, Ohio Original Sheet No. 6 P.U.C.O. No. 7 THE COLUMBUS GROVE TELEPHONE COMPANY NOTIFICATION OF TERMINATION of Pole Usage by Customer Notification No. _____ Date ____ City and State _____ In accordance with the terms and conditions of the Company's Tariff, notice is hereby given that the pole attachment service covering attachments to Columbus Grove Telephone Company's outside plant structure, as shown on the attached sketch, is terminated. (Name of Customer) Date Termination Notice Received COLUMBUS GROVE TELEPHONE COMPANY Date _____

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The Company reserves the right to determine whether use by Customer would adversely affect its ability to meet its duties and obligations with respect to the questions of economy, safety and future needs of the Company and other joint users.

When multiple applications, including application of the Customer are received by the Company with respect to any pole which must be replaced or rearranged to provide additional space prior to commencement of the work on that pole, the Company will endeavor to prorate to the extent that it is practical between Customers for pole space, the common expenses of engineering, rearrangements and replacements, if any, which result from the processing of multiple applications. The Customer shall be bound by the Company's determination as to any such proration of cost to the Customers.

Sub-Paragraph 2. Inspection of Installations

The Company, because of its service obligations to the public, reserves the right to inspect each new installation of, or work operation upon, the Customer's distribution system on the Company's poles or within the area around the Company's lines or appliances and to make periodic inspections semi-annually or more often as plant conditions may warrant. The Customer shall, on demand, reimburse the Company for the expense of such inspections in accordance with Paragraph 4 of this Section.

Sub-Paragraph 3. Liabilities of the Company

In the event the Customer makes or maintains any attachments to the Company's poles other than as provided in this tariff, or if the Customer fails to remove any of its cable equipment or facilities from the Company's poles as required by this tariff, the Company shall have the right, without notice to the Customer, to remove such attachments at the cost and expense of the Customer and without any liability therefore.

The Company reserves to itself, its successors and assigns, the right to maintain its poles, conduit system and trench system and to operate its facilities in such manner as will best enable it to fulfill its own service requirements. The Company shall not be liable to the customer for any interruption to service of the Customer or for interference with the operation of the cable, equipment or facilities of the Customer arising in any manner out of the use of the Company's poles, conduit system and trench system except from the Company's sole negligence, in which case the Company's liability shall be limited to the cost of repair, if any, of the customer's cable, equipment or facilities.

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Sub-Paragraph 4. Obligations of the Company

If any part of the Customer's distribution system is not in compliance with or maintained in accordance with this tariff the Company may upon ten days written notice to the customer and in addition to any other remedies the Company may have, remove the Customer's distribution system from any or all of the Company's poles, or perform such other work and take such other action in connection with said distribution system that the Company deems necessary or advisable, at the cost and expenses of the Customer and without any liability; provided, however, that when in the judgment of the Company (such judgment to be conclusive) such a condition may endanger the safety of the Company's employees or interfere with the performance of the Company's service obligations, the Company may take such action without notice to the Customer.

The Company shall give such notice as is reasonable in the circumstances, provided, however, that in cases of emergency, (the Company's judgment as to what constitutes an emergency to be conclusive) the Company may arrange to relocate, remove or replace the attachments placed on said poles by the Customer, transfer them to substituted poles or perform any other work in connection with said facilities that may be required of said poles or the facilities thereon or which may be placed thereon, or for the service needs of the Company, and the Customer shall reimburse the Company for the expenses incurred.

Paragraph 3.

OBLIGATIONS AND LIABILITIES OF CUSTOMER

Sub-Paragraph 1. Specifications

The Customer's cables, equipment and facilities shall be placed and maintained in accordance with the requirements and specifications of Section Three. The Customer shall be in compliance with any other rules or orders now in effect or that may be issued by The Public Utilities Commission of Ohio or other authority having jurisdiction. Unless different standards are specified, the provisions of the National Electrical Code (1968 Edition) and the National Electrical Safety Code (1977 Edition) and any amendments or replacements, shall be applicable.

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Sub-Paragraph 2. Rights to Poles and/or Attachments

The Customer will obtain from public authorities and private owners of real property any and all permits, franchises, licenses and grants necessary for the lawful exercise of any application granted under this tariff.

The Customer shall not assign, transfer or sublet the privileges under this tariff, or sell, lease or otherwise permit the use of its facilities on any Pole, without prior written application to the Company.

Sub-Paragraph 3. Liabilities of Customer

The Customer shall exercise special precautions to avoid damaging the cable, equipment or facilities of the Company and of others occupying the Company's poles, conduit system and trench system and the Customer assumes all responsibility for any and all loss for such damage. The customer shall make an immediate report to the Company of the occurrence of any such damage and agrees to reimburse the respective owners for the expense incurred in making repairs.

The Customer shall indemnify and hold harmless the Company against any and all claims, demands, causes of action, damages, costs or liabilities of every kind and nature whatsoever which may arise out of or be caused by (1) the erection, maintenance, presence, use or removal of the Customer's cable, equipment and facilities on the Company's poles, and within the Company's conduit system and trench system, (2) any act of the Customer on or in the vicinity of the Company's poles, conduit system and trench system, or (3) any interruption, discontinuance, or interference with the Customer's service to any of its subscribers occasioned or claimed to have been occasioned by any action of the Company pursuant to or consistent with this tariff. The Customer shall, upon demand and at its own risk and expense, defend any and all suits, actions or other legal proceedings brought or instituted against the Company on any such claim, demand or cause of action; and shall pay and satisfy any judgment or decree rendered against the Company, and the Customer shall reimburse the Company for any and all legal expenses incurred by the Company in connection therewith. The Customer shall also indemnify, protect and save harmless the Company from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of the Customer's facilities including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacturer, use, or operation of the customer's equipment

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whether arising from the use of the Customer's equipment in combination with the Company's poles, conduit system, trench system or otherwise.

Sub-Paragraph 4. Obligations of Customer

Any use/attachments by Customer to Company's poles shall terminate without further notice to the Customer as to individual poles included in the event the Customer has not attached within 60 days from the date that the Company has notified Customer that such poles are available for attachment of the operating facilities of Customer, unless Company in the exercise of its sole discretion agrees to extend the period at the request of the Customer.

Upon notice from the Company to the Customer that the Company has been advised by governmental authority or private property owners that the use of any pole is not authorized or that any pole is to be removed, sold or otherwise disposed of, the Customer shall upon request by the Company, remove its cables, equipment and facilities at once from the affected pole or poles at the Customer's expense.

The Customer agrees to comply with and qualify under the Workman's Compensation Laws of the State of Ohio, and also agrees to cause every subcontractor to comply with and qualify under said laws, and shall furnish copies of its certificate demonstrating such compliance to the Company prior to commencement of the work.

The customer agrees to purchase and maintain liability insurance, naming the Company as a co-insured and insuring such names insured against loss or damage on account of claims for bodily injuries, death or property damage suffered by a person or persons in connection with the performance of construction and/or installation upon the Customers part in the single limit amount of Five Hundred Thousand Dollars (\$500,000) for each such occurrence. The insurance required herein shall be evidenced by a certificate of insurance acceptable to the Company and shall be filed with the Company prior to the commencement of the work. The certificate shall contain a provision that coverage afforded will not be modified or canceled until at least fifteen (15) days prior written notice (or longer period of required by law) has been given to the Company.

Customer insurance shall also provide contractual liability coverage satisfactory to the Company with respect to liability assumed by the Customer under Sub-Paragraph 3 of Paragraph 3. The Customer shall not make any attachments until notified in writing by the Company that all replacements, rearrangements, changes and purchases have been completed. Any guying, strengthening or stepping of poles, required to accommodate the Customer's attachments, shall be provided at the expense of the Customer in accordance with the specifications in Section 3 of this tariff.

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Paragraph 4.

PAYMENT PROCEDURE

Sub-Paragraph 1. Billing and Payment

For the purpose of computing the total pole and anchor attachment fees due, the total fee shall be based upon the number of pole and anchors to which Attachments are actually made, on December 31 of the preceding year. For the period ending December 31 of each calender year in which the initial attachment is made to any pole and any anchor, the Customer shall pay to the Company an attachment fee of 50% of the annual rate per pole and per anchor, payable on the first regular payment date, based upon the number of poles and anchors on which initial attachments were made during such calender year.

Attachment fees shall be due and payable annually, in advance, on the 28th day of February of each year. Failure to pay such fees within 20 days after presentment of the bill or on the specified payment date, whichever is later, shall constitute a default.

Upon termination or surrender, no refund of any attachment fee shall be made; provided however, that in case of any termination pursuant to the provision of Paragraph 6, Sub-Paragraph 1, a proportionate refund of the applicable prepaid annual attachment fee shall be made.

Sub-Paragraph 2. Other Charges and Payments

All charges for inspection, engineering, rearrangements, removals of the Customer's facilities from the Company's poles and without limitation, any work performed for the Customer shall be based upon the full cost and expense, including overhead, to the Company for performing such work for the customer. The cost to the Company shall be determined in accordance with the regular and customary methods used by the Company in determining such costs.

The charge for replacement of poles shall include the entire nonbetterment cost to the Company, including the increased cost of larger poles, sacrificed life value of the poles removed, cost of removal less any salvage recovery and the cost of transferring the Company's facilities from the old to the new poles.

All bills for such other charges for work performed by the Company shall be payable upon presentment to the Customer, and shall be deemed delinquent if not paid within 30 days after presentment to the Customer.

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Sub-Paragraph 3. Bond and/or Deposits

The Customer shall furnish bond or other security satisfactory to the Company in such amount as the Company from time to time may require, in an initial amount of FIVE THOUSAND DOLLARS (\$5,000) to guarantee the payment of any sums which may become due to the Company arising out of this tariff including but not limited to rates due or charges for work performed for the benefit of the Customer, including the removal of the Customer's facilities upon termination of the use and/or attachments by the Customer.

Sub-Paragraph 4. Nonpayment

At the option of this Company nonpayment of any amount due under this Tariff can result in the termination of service.

Paragraph 5.

POLE REPLACEMENTS AND REARRANGEMENTS

If any Pole to which the Customer desires to make Attachments is inadequate to support or accommodate the additional facilities of the Customer in accordance with the specifications set forth in Section 3, the Company, at its option, may replace such poles to permit the customer's attachments. The customer agrees to reimburse the Company in accordance with the terms of Section 2, Paragraph 4 for the cost and expense of replacing such inadequate poles with suitable poles. If the Company determines that the Attachments the Customer desires to make can be accommodated on present poles of the Company by rearranging or changing the facilities, or by purchasing additional pole space from the other joint owner or owners of the poles, the company may, at its option, make such necessary accommodations. The Customer shall reimburse the Company in accordance with the terms of Paragraph 4 for the cost and expense for making such rearrangements, changes, or purchases. The Customer shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring such facilities to another pole or rearranging such facilities to accommodate the Customer's Attachments. The Customer is not entitled to reimbursement of any amount paid to the Company by reason of the use by the Company or other authorized users of Poles of any of the additional pole space acquired.

The Company will indicate on the application by the Customer, the replacements, charges, rearrangements and purchases necessary to accommodate the proposed Attachments of the Customer and the amount to be charged, and return the application to the Customer. If the Customer still desires to make the attachment, it shall return the application with the payment set forth in the application. The Company will then endeavor to perform or have performed

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such work as soon as is practicable, and upon completion will notify the Customer by return of the application appropriately indicated.

Should the Company, or another public utility or governmental agency with whom it then has a joint-use agreement, need for its own service requirements the space occupied by the Customer's Attachments on any of the Company's poles, the Customer will be notified that it shall either, at its own expense, vacate the space by removing its attachments, or it shall authorize the Company to replace the poles at the expense of the Customer, or, if the Company advises the Customer that the Customer's desired attachments can be accommodated on present Poles of the Company by rearranging or changing the Company's facilities, or by purchasing additional pole space, the Customer shall authorize the Company to make such rearrangements, changes or purchases. Any guying, strengthening or stepping of Poles will be provided at the expense of the Customer in accordance with the specifications in Section Three, and to the satisfaction of the Company.

Paragraph 6.

TERMINATION OF USAGE AND/OR ATTACHMENTS

Sub-Paragraph 1. Customer's Right to Terminate

The Customer may at any time remove its facilities from any Pole of the Company, but shall immediately give the Company written notice of such a removal. If the customer terminates its usage but fails to remove its facilities from the Company's poles, the Company shall have the right to remove the Customer's facilities at the Customer's expense and without any liability on the part of the Company for damage or injury to the Customer's facilities. In the event that the Customer's cables, equipment, and facilities shall be removed from any Pole as provided in this Section, no Attachment shall again be made to such Pole unless the customer shall have first complied with all of the provisions of the tariff.

Sub-Paragraph 2. Company's Right to Terminate

If the Customer shall fail to comply with any of the terms or conditions of this tariff or default in any of its obligations under this tariff and shall fail within thirty (30) days after written notice from the Company to correct such defaults or noncompliance, the Company at its option may terminate service.

The Company shall have the right to terminate this service, upon such notice as the Company in its sole judgment deems reasonable:

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- (1) If the customer's facilities are maintained or used in violation of any law or in aid of any unlawful act or undertaking; or
- (2) If, as a result of legislation or of the action of a regulatory body, this tariff shall, in whole or in part, become illegal, prohibited or impossible of lawful performance. Either party may at any time notify the other that in its opinion the conditions of termination in this paragraph have been met and that the service has been terminated. Such notice, in the absence of bad faith, shall be conclusive upon the Customer and the Company.
- (3) If the Customer fails to comply with the specifications in Section Three or the insurance provisions.

Paragraph 7.

SPECIAL TYPES OF CONSTRUCTION OR FACILITIES

The Customer shall, at its own expense, make and maintain its pole attachments in a safe condition and in thorough repair, and in a manner acceptable to the Company, and so as not to conflict with the use of the poles by the Company or by other authorized users of said poles, or interfere with other facilities or which may from time to time be place on the poles. The Customer shall, at its own expense, upon notice from the Company, relocate or replace its facilities placed on the poles, or transfer them to substituted poles, or perform any other work in connection with the facilities that may be required.

Paragraph 8.

UNAUTHORIZED USE OF POLES AND/OR ATTACHMENTS

If any cable, equipment or facilities of the Customer shall be found on a pole for which no application is outstanding, the Company, without prejudice to its other rights, (1) impose a charge, and (2) require the Customer to remove such cable, equipment or facilities at the Customer's expense. The Company may remove them without liability and the expense of removal will be the Customers.

Such charge imposed above shall be made from the date of the original application by the Customer for use and/or attachments. Such payment should be due forthwith upon receipt by the Customer in accordance with Section One.

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SECTION THREE

POLE ATTACHMENTS

REOUIREMENTS AND SPECIFICATIONS

Paragraph 1.

RESPONSIBILITIES OF CUSTOMER

Sub-Paragraph 1. General

The Customer is responsible for the proper design, construction and maintenance of its attachments. Attachments are limited to the Customer's strand-supported cable, service drop, terminals and necessary appurtenances deemed by the Company to be suitable for pole mounting

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

The fees and charges specified in Section One shall be applicable to all applications granted to the customer, without regard to the method of attachment used.

The Customer's Attachments shall be plainly identified by appropriate markings satisfactory to the Company.

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

All requirements of the National Electrical Safety Code referred to shall mean the 1977 Edition of such code, or any later amendment or replacement, and shall include any additional requirements of any applicable federal, state, county or municipal code. References to simply the Safety Code or N.E.S.C., shall have the same meaning.

All new cable plant installed by the Customer shall be constructed on a strand that is separate from the Company's strand and cable plant as shown in the illustrations.

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The Customer may permit a subsequent Customer to attach its cable to the strand of said Customer where it is acceptable to the Company. Said Customer shall continue to be reasonable for the payment of all fees and charges specified in this tariff.

Sub-Paragraph 2. Voltage, Power, Electrical Interference

The Customer's Attachments shall not use or carry voltage or currents in excess of the limits prescribed for communications conductors by the National Electrical Safety Code (Definition 43). However, all parts of the Customer's Attachments carrying voltage in excess of 50 volts AC (rms) to ground or 135 volts DC to ground, except for momentary signaling or control voltages, shall be enclosed on an effectively ground sheath or shield. All energized parts of the Customer's Attachments shall be suitably covered to prevent accidental contact by the general public. The Company's workmen or workmen of another Customer having facilities on the same pole.

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

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

Sub-Paragraph 3. Grounding and Bonding

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

Where two or more aerial suspension strands are located on the same pole, the suspension strands shall be bonded together by the Customer at the first, last and every intermediate tenth pole until the remaining section between bonds is not more than thirteen nor less than four spaces. Strands shall be bonded at or near the first pole on each side of underground dips. All strand bonds are to be made with #6 copper wire and approved clamps.

Where the Customer has been authorized to attach the bond wire to the Company's strand, the Customer is responsible for completing the bond. If the Customer is not authorized to attach to the Company's strand, the Customer shall attach the bonding wire to its strand and

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leave a sufficient length of wire to allow the Company to complete the bond. Where the strands of two or more Customers are to be bonded together the Customer placing the last strand, if authorized to do so by the other Customers, shall make both connections. Where such authorization is not granted by the Customer owning the existing strand, the Customer shall attach the bonding wire to its strand and leave enough wire to permit making a connection to the other strand. In such case, the Customer owning the existing strand shall be responsible for completing the bond.

Strands attached to the same bolts do not have to be bonded, provided that the strand is not insulated and metal to metal contract is made between bolt and strand.

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

- a) Bonded to the other communications strands on the Pole it leaves
- b) Bonded to an effective ground, preferably within two spans but no greater than ten (10) spans, after leaving said pole, and
- c) Bonded with a #6 solid, soft-drawn copper wire. The wire must be attached to the strand with an approved clamp, such as a lashing wire clamp, designed for attachment to each specific size of strand involved (for example, Chance Lashing Wire Clamp, Catalog Number 9000, or equivalent).

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

Sub-Paragraph 4. Clearances

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

		NESC 1977 Edition General Rule
۵)	Vertical clearance on poles jointly occupied by	Ocheral Ruic
a)	communications facilities and power facilities.	238
b)	Mid-span clearances between communication	
	facilities and power facilities.	238
c)	Crossing clearances of facilities carried on different	•
	supports.	
d)	Clearances from street light bracket and	

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	associated wiring.	238	
e)	Clearance of conductors from another line.	234	
f)	Clearance from vertical and lateral conductors from other		
ĺ	wires and surfaces on the same support.	239	
g)	Clearance in any direction from line conductors and supports and to vertical or lateral conductors, span or guy wires,		
	attached to the same support.	235	
h)	Vertical clearance of wires above ground or rails.	232	_

Sub-Paragraph 5. Location and Spacing

The minimum vertical separation between the Customer's suspension strand and the Company's suspension strand when located on the same side of the pole shall be twelve (12) inches. Where agreement with the power utility permits the placing of cables on both sides of the pole, the vertical separation between the strands may be reduced if the diagonal separation between strands will be twelve (12) inches or more. (See Illustrations). Separation between the bolt holes shall in any event be at least four (4) inches. The Customer's suspension strand and cable shall be located above the Company's facilities unless the Company permits otherwise. The minimum span separation shall not be less than the separation at the pole.

The minimum separation between the Customer's and the Company's suspension strands specified herein also applies between the Customer's strand and the suspension strand of another Customer, and between two or more strands of the Customer; provided, however, that the Customer may agree with another Customer to reduce the separation between their respective strands. Separation between the bolt holes must in any event be at least four (4) inches.

Where the Customer's strand is above the Company's strand, the Customer's strand-mounted equipment housings and cable drip loops shall be place at least six (6) inches above the Company's facilities.

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

- a) Underground riser cable or pipe
- b) Cross-connecting terminal
- c) Pole-mounted distribution terminal
- d) Pole-mounted closure
- e) Apparatus case

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- f) Air dryer
- g) Other equipment of a size that would impair climbing or working space if an additional pole-mounted facility were installed

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

Where by material agreement with the power utility, attachment of cable to both sides of the pole is permitted, two customers may employ a common through bolt provided one customer accepts, in writing, the responsibility for maintaining the bolt. N.E.S.C. climbing space requirements must be maintained by all parties.

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

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

Sub-Paragraph 6. Loading

The Customer shall furnish to the Company as a part of the application the details as to the ultimate strength, tension at 60 degree F., and maximum tension in its suspension strand or conductor under the applicable storm loading specifications in the Code.

The Customer shall furnish the Company as part of the application, details as to the weight and size of its cable, suspension strands and/or conductors with and without the ice loading, as specified by the National Electrical Safety Code (Code 251) or appropriate local code for the loading area concerned. N.E.S.C.: Rule 20 covers the degree of loading (light, medium, heavy) appropriate in different sections of the county. Where any governmental authority designates a heavier degree of loading than the N.E.S.C., the local requirements shall govern.

Sub-Paragraph 7. Guying and Stepping

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

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

Guy guards shall be installed in compliance with N.E.S.C. Rule 282E.

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

The Customer will pay the annual rental charge set forth in Section One for attachment of its guy to the Company's anchor.

When the Company and/or others have to transfer their guys from an existing anchor to a new anchor to accommodate the guy of a Customer, the Customer shall reimburse the Company as well as others for their costs and expenses incurred to perform the necessary work, as well as the cost of replacing the new anchor.

Should it become necessary for the Company to replace or relocate an anchor to which the Customer is attached, the Customer shall be responsible or the transfer of its own equipment, and if the Company replaces the anchor to provide added strength for the Company's requirements, the anchor shall be replaced by the Company at the Customer's expense if the existing anchor rod would support the Company's attachment without regard to the Customer's guy.

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

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

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

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

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Paragraph 2.

RESPONSIBILITIES OF TELEPHONE Company

Sub-Paragraph 1. General

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

Sub-Paragraph 2. Voltage, Power, Electrical Interference

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

Sub-Paragraph 3. Location and Spacing

The Company shall specify the location of the Customer's attachments on each pole, including the location of the Customer's riser cables. Cable arms shall not be used in lieu of any additional pole height that may be required.

Paragraph 3.

EMERGENCY CONDITIONS

In case of an emergency:

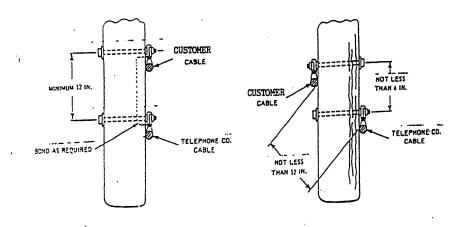
- a) The Company's work shall take precedence over any and all operations of the Customers on the Company's pole lines.
- b) The Company may rearrange the Customer's cable, equipment and facilities at the expense of the Customer.

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Illustration 1



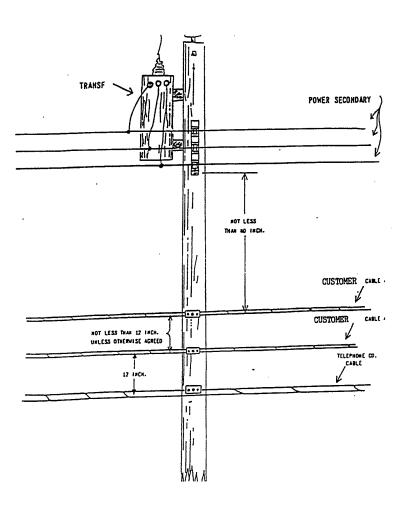
PREFERABLE CLEARANCE

ALTERNATE METHOD OF OBTAINING CLEARANCE

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Illustration 2



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Illustration 3

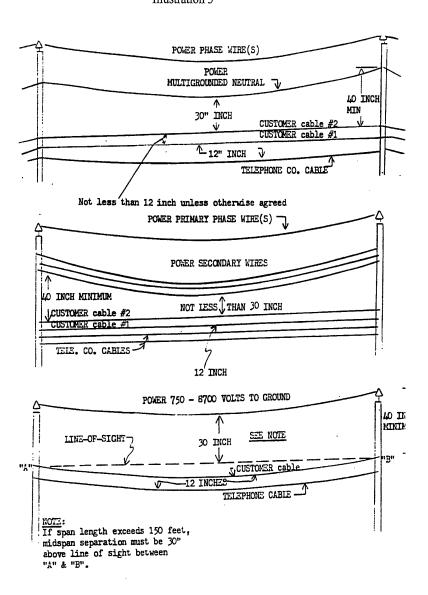
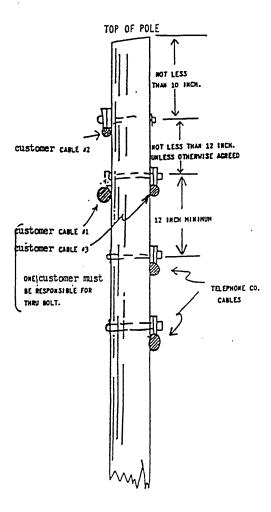


Figure 3

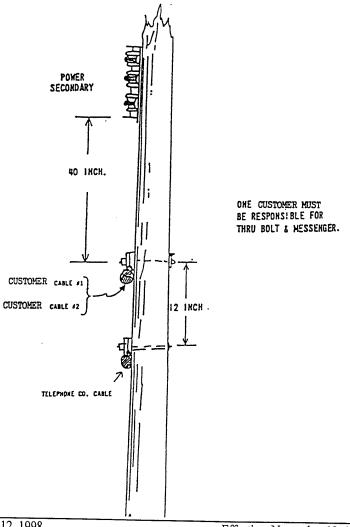
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Illustration 4



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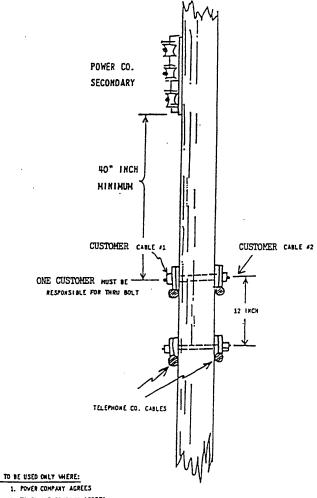
Illustration 5



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Illustration 6



2. TELEPHONE COMPANY AGREES

3. MOTH CUSTOMERS AGREE

A. CLIMBING SPACE IS NOT INPAIRED

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