

TELECOMMUNICATIONS FILING FORM

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of Frontier North Inc.) TRF Docket No. 90-5023-TP-TRF
to make revisions to its Pole and Anchor Attachment) Case No. 15-0972-**TP** -ATA
and Conduit Occupancy Accommodations) NOTE: Unless you have reserved a Case #, leave the "Case No" fields
BLANK.

Name of Registrant(s) Frontier North Inc.

DBA(s) of Registrant(s) _____

Address of Registrant(s) 1300 Columbus Sandusky Rd. N., Marion, OH 43302

Company Web Address www.Frontier.com

Regulatory Contact Person(s) Cassandra Cole Phone 740-383-0490 Fax _____

Regulatory Contact Person's Email Address 1300 Columbus Sandusky Rd. N., Marion, OH 43302

Contact Person for Annual Report) Cassandra Cole Phone 740-383-0490

Address (if different from above) _____

Consumer Contact Information Cassandra Cole Phone 740-383-0490

Address (if different from above) _____

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Notes:

Section I and II are Pursuant to Chapter [4901:1-6](#) OAC.

Section III – Carrier to Carrier is Pursuant to [4901:1-7](#) OAC, and Wireless is Pursuant to [4901:1-6-24](#) OAC.

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section I – Part I - Common Filings

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	<input type="checkbox"/> CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA 1-6-14(F) (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF 1-6-14(F) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(F)(4) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(G) (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS 1-6-14(C)(1)(c) (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF 1-6-08(G) (0 day)
BLES withdrawal			<input type="checkbox"/> ZTA 1-6-25(B) (0 day Notice)
Other* (explain) _____			

Section I – Part II – Customer Notification Offerings Pursuant to Chapter [4901:1-6-7 OAC](#)

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>
Date Notice Sent:				

Section I – Part III –IOS Offerings Pursuant to Chapter [4901:1-6-22 OAC](#)

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II – Part I – Carrier Certification - Pursuant to Chapter [4901:1-6-08, 09 & 10 OAC](#)

Certification	ILEC (Out of Territory)	CLEC	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE 1-6-08 * (Auto 30- day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 day)	<input type="checkbox"/> UNC 1-6-09 * (Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)	<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Merger *	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)

* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see [the 4901:1-6-29 Filing Requirements on the Commission's Web Page](#) for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to [4901:1-7](#)), and Wireless (Pursuant to [4901:1-6-24](#))

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)
Introduce or change c-t-c service tariffs,	X ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	
Wireless Providers See 4901:1-6-24	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

Section IV. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT
Compliance with Commission Rules

I am an officer/agent of the applicant corporation, Cassandra Cole (Name), and am authorized to make this statement on its behalf.

Please Check ALL that apply:

X attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

X I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 5-15-2015 at (Location) Marion, Ohio

*(Signature and Title) /s/ Cassandra Cole, (Date) 5-15-2015
Regulatory Manager

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, Cassandra Cole verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) /s/ Cassandra Cole, Regulatory Manager (Date) 5-15-2015

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793
Or
Make such filing

Exhibit A
Existing Tariff Pages

POLE AND ANCHOR ATTACHMENT
AND CONDUIT OCCUPANCY ACCOMMODATIONS
P.U.C.O. NO. 1

Frontier North Inc. (C)

3rd Revised TITLE PAGE
Canceling 2nd Revised TITLE PAGE

POLE AND ANCHOR ATTACHMENT
AND CONDUIT OCCUPANCY ACCOMMODATIONS
P.U.C.O. NO. 1

Applying to any attachment by a cable television system
Or other entity excluding power companies, to a pole,
Pedestal, direct conduit, or right-of-way owned or
Controlled by Frontier North Inc. within its operating
Territory in the State of Ohio

Frontier North Inc. (formerly named GTE North Inc. and Verizon North Inc.)

(C)

Issued: July 2, 2010

Effective: August 2, 2010

In Compliance with The Public Utilities Commission of Ohio
Case No. 10-0921-TP-ACN
by Kenneth Mason, Vice President of Government and Regulatory Affairs

**POLE AND ANCHOR ATTACHMENT
AND CONDUIT OCCUPANCY ACCOMMODATIONS
P.U.C.O. NO. 1**

CHECK LIST
2nd Revised Sheet No. 1
Cancels 1st Revised Sheet No. 1

GTE North Incorporated

<u>SECTION</u>	<u>SHEET</u>	<u>REV. NO.</u>
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Symbols	1	Original
Check List	1	2nd (T)
Index	1	1st (T)
	2	1st (T)
Terms	1	Original
	2	Original
1	1	Original
2	1	Original
	2	Original
	3	Original
	4	Original
	5	Original
	6	Original
	7	Original
	8	Original
	9	Original
	10	Original
	11	Original
	12	Original
	13	Original
	14	Original
	15	Original
	16	Original
	17	Original
3	1	Original
	2	Original

POLE AND ANCHOR ATTACHMENT
AND CONDUIT OCCUPANCY ACCOMMODATIONS
P.U.C.O. NO. 1

GENERAL TELEPHONE
COMPANY OF OHIO

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Original Sheet No. 1

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Explanation of Terms	TERMS
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ISSUED: August 6, 1985

EFFECTIVE: August 6, 1985

In compliance with the Public Utilities Commission of Ohio, Order No. 87-1026-TP-AIR
By Robert R. Randall, Vice President, Marion Ohio 83-504-TP-ATA

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 regulation

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.

**POLE AND ANCHOR ATTACHMENT
AND CONDUIT OCCUPANCY ACCOMMODATIONS
P.U.C.O. NO. 1**

GTE North Incorporated

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Issued: April 2, 1990

Effective: April 2, 1990

In compliance with The Public Utilities Commission of Ohio Order No. 89-500-AU-TRF
By Robert R. Randall, Vice President, Marion, Ohio

GTE North Incorporated

1st Revised Sheet No. 2
Cancels Original Sheet No. 2

Issued: April 2, 1990

Effective: April 2, 1990

EXPLANATION OF TERMS

ANCHOR

An assembly (rod and fixed object or plate) designed to resist the pull of a guy strand, owned in whole or in part by the Telephone Company or by others, for which the Telephone Company is responsible for authorizing the attachment of attachee's facilities.

ANCHOR ATTACHMENT

A guy strand attached to an anchor.

ATTACHEE

The cable television system or other entity authorized by the Telephone Company to attach its facilities to poles, pedestals, and anchors or place its facilities in a conduit system.

ATTACHEE'S FACILITIES

All equipment and associated hardware owned and utilized by an attachee which is attached to a pole, pedestal or anchor or occupies a conduit system.

CONDUIT

A structure, usually underground, containing one or more ducts.

CONDUIT OCCUPANCY

Occupancy of a conduit system by any item of attachee's facilities.

CONDUIT SYSTEM

Any combination of ducts, conduits, manholes, handholes, and vaults joined to form an integrated whole, which is owned solely or in part by the Telephone Company.

DUCT

A single enclosed raceway for conductors or cables.

GUY STRAND

A metal cable attached to a pole and anchor (or another pole) for the purpose of increasing pole stability.

EXPLANATION OF TERMS

JOINT USER

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

MANHOLE

A subsurface enclosure which personnel may enter and which is used for the purpose of installing, operating, and maintaining communication facilities.

MAKE-READY WORK

All work, including but not limited to field survey, rearrangement and/or transfer of existing facilities, replacement of a pole or other changes, require to accommodate the attachee's facilities on a pole or pedestal or anchor or in a conduit system.

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 facilities.

POLE ATTACHMENT

Any item of attachee's facilities in direct contact with a pole.

SUSPENSION STRAND

A metal cable attached to a pole and used to support communications facilities.

1. APPLICATION OF TARIFF

- 1.01.** This tariff contains the regulations and rates applicable to any attachment by a cable television system or other entity other than power companies to a pole, pedestal, duct, conduit, or right-of-way owned or controlled by GTE North Incorporated, hereafter referred to as the Telephone Company, within its operating territory in the State of Ohio.

This tariff shall not apply, however, to attachments by cable television systems or other entities pursuant to agreements with the Telephone Company in effect prior to the effective date of this tariff.

2. REGULATIONS

2.01. UNDERTAKING OF THE TELEPHONE COMPANY

2.01.01. Scope

Subject to the provisions of this tariff, the Telephone Company will authorize the attachment of an attachee's facilities to a pole, pedestal, or anchor, the utilization of an anchor and its associated guy strand or the placement of an attachee's facilities in a conduit system for any lawful communications purpose.

2.01.02. Limitations

2.01.02.01. No use, however extended, of a pole, anchor, anchor and

associated guy strand or conduit system or payment of any charges required under this tariff shall create or vest in the attachee any ownership or property rights in such pole, pedestal, anchor, guy strand or conduit system.

2.01.02.02. 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, pedestal, anchor, guy strand, conduit or other facilities for use by an attachee that is not needed for the Telephone Company's own service requirements.

2.01.02.03. 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 pole, pedestals, anchors, guy strands and conduit systems covered by this tariff. The rights of the attachee shall at all times be subject to any such existing and future agreement or arrangement.

2.01.03. Liability

2.01.03.01. The Telephone Company reserves to itself the right to locate and maintain its poles, pedestals, anchors, guy strands and conduit systems and operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its owner service requirements.

2. REGULATIONS

2.01. UNDERTAKING OF THE TELEPHONE COMPANY

2.01.03. Liability - Continued

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 any manner, except in situations caused by, or arising out of the negligence of the Telephone Company, out of use by the attachee's facilities of a pole, pedestal, anchor guy strand, or conduit system or the Telephone Company's actions or omissions in regard thereto and attachee shall indemnify and save harmless the Telephone Company from and against any and all claims, demands, causes of action, costs and attorneys fees of whatever kind resulting therefrom.

01.03.02. 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 costs incurred by the attachee to repair such damaged facilities.

2.01.04. Termination of Authorizations

2.01.04.01. Authorizations for pole and anchor attachments, anchor and guy strand utilization and conduit system occupancy granted under provision of this tariff may be terminated by the Telephone Company if:

- A. The attachee's insurance carrier shall at any time notify the Telephone Company that the policies of insurance, as required by 2.02.05 following, will be cancelled or changed so that those requirements will no longer be satisfied.
- B. Any authorization which may be required by any governmental or private authority for the construction, operation and maintenance of the attachee's facilities is denied or revoked.
- C. The attachee's facilities are used or maintained in violation of any law or in aid of any unlawful act or undertaking.
- D. The attachee ceases to have authority to construct and operate its facilities on public or private property at the location of a particular pole, pedestal, anchor, or conduit covered by an authorization.
- E. The attachee fails to comply with any of the provisions of this tariff or defaults in any of its obligations hereunder.

Issued: August 6, 1985

Effective: August 6, 1985

In compliance with The Public Utilities Commission of Ohio Order No. 84-1026-TP-AIR
By Robert R. Randall, Vice President, Marion, Ohio 83-504-TP-ATA

2. REGULATIONS

2.01. UNDERTAKING OF THE TELEPHONE COMPANY

2.01.04. Termination of Authorizations - Continued

F. In the event that the Telephone Company determines that it requires for its own purposes the use of space or on in Telephone Company facilities which is occupied by attachee, attachee must remove its attachments within 30 days after written notice by the Company.

2.01.04.02. The Telephone Company will promptly notify the attachee in writing of any condition applicable in 2.01.04.01. preceding. The attachee shall take immediate corrective action to eliminate any such condition and shall confirm in writing to the Telephone Company within 30 days following receipt of such written notice that the cited condition has ceased or been corrected. If attachee fails to discontinue or correct such condition 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 and/or occupancy authorization affected by the condition.

2.01.05. Notices

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

2.02. OBLIGATION OF ATTACHEE

2.02.01. Legal Requirements

2.02.01.01. 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 facilities to poles and anchors or occupies conduit located on the same public and/or private property.

2.02.02.02. 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.

2. REGULATIONS

2.02. OBLIGATION OF ATTACHEE

2.02.01. Legal Requirements

2.02.01.03. No authorization granted under this tariff shall extend to any pole, pedestal, anchor, guy strand or portion of a conduit system where the attachment or placement of attachee's facilities would result in a forfeiture of the rights of the Telephone Company or joint users to occupy the property on which such poles, pedestals, anchors, or conduit system are located. If the existence of attachee's facilities on a pole, pedestal, anchor, guy strand on in a conduit system would cause a forfeiture of the right of the Telephone Company of joint user, or both to occupy such property, attachee agrees to remove its facilities forthwith upon receipt of written notification from the Telephone Company. If the attachee has not completed such removal within (30) 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 and attachee agrees to pay the Telephone Company or joint user or both, the cost thereof and for all losses and damages that may result.

2.02.02. Assignment of Rights

Attachee shall not assign or transfer any authorization granted hereunder and such authorizations shall not inure to the benefit of attachees successors or assigns without the prior written consent of the Telephone Company. 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.

2.02.03. Construction, Maintenance and Removal of Attachee's Facilities

2.01.03.01. Attachee shall, at its own expense, construct and maintain its facilities on poles, pedestals, anchors and in conduit systems 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 or placed therein by the Telephone Company, joint users or other authorized attachees.

- A. 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), Telephone Company Construction Procedures, and any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.

2. REGULATIONS

2.02. OBLIGATION OF ATTACHEE

2.02.03. Construction, Maintenance and Removal of Attachee's Facilities

B. If any part of attachee's facilities is not so placed and maintained and attachee has not corrected the violations within (30) days from receipt of written notice thereof from the Telephone Company, the Telephone Company may correct said conditions. However, when 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 facilities, the Telephone Company may perform such work and/or take such action that it deems necessary without prior notice to the attachee and without subjecting itself to any liability. As soon as practicable thereafter, the Telephone Company will endeavor to arrange for reaccommodations 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.

2.02.03.02. The Telephone Company shall specify the point of attachment on each pole or anchor to be occupied by attachee's facilities. Where 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 or pedestal or anchor for each attachee's facilities.

2.02.03.03. Attachee shall notify the Telephone Company in writing at least (15) days before adding to, relocating, replacing or otherwise modifying its facilities attached to a pole or pedestal or anchor where additional space or holding capacity may be required on either a temporary or permanent basis.

2.02.03.04. Attachee's facilities shall be placed in, maintained, removed from, relocated or replaced in a conduit system only after specific written authorization for the work to be performed and approval of the party to perform such work has been obtained in advance from the Telephone Company. The Telephone Company retains the right to specify what, if any, work shall be performed by the Telephone Company at attachee's expense.

2.02.03.05. The Telephone Company reserves the right to limit the type, number and size of attachee's facilities which may be placed in a conduit system. In each instance where attachee's facilities are to be placed in a conduit system, the Telephone Company shall designate the particular duct the facilities will occupy, the location where and manner in which attachee's facilities will enter and exit the conduit system, the racking of cables in a manhole and the specific location for any associated equipment which is permitted by the Telephone Company to occupy a conduit system.

2. REGULATIONS

2.02. OBLIGATION OF ATTACHEE

**2.02.03. Construction, Maintenance and Removal of Attachee's Facilities -
Continued**

02.03.06. The Telephone Company's manholes shall be opened only as permitted by Telephone Company authorized employees or agents. Attachee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes and conduct work operations therein. Attachee's employees, agents or contractors will be permitted to enter or work in Telephone Company's manholes only when an authorized employee or agent of the Telephone Company is present. Such Telephone Company employee or agent shall have the authority to suspend attachee's work operations in and around the Telephone Company's manholes if, in the sole discretion of said employee or agent, any hazardous conditions arises or any unsafe practice is being followed by attachee's employees, agents or contractors. Attachee agrees to pay the Telephone Company the charges, as determined in accordance with 3.02. following for having the Telephone Company's authorized employee or agent present when attachee's work is being done in and around the Telephone Company's manholes. The presence of the Telephone Company's authorized employee or agent shall not relieve attachee of its responsibility to conduct all of its work operations in and around the Telephone Company's manholes in a safe and workmanlike manner.

02.03.07. Attachee, at its expense will remove its facilities from a pole, pedestal, or anchor or portion of a conduit system within (30) days after:

- A. Termination of the specific authorization covering such attachment or occupancy; or
- B. The date attachee replaces its existing facilities in one duct with the placement of substitute facilities in another duct.

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 facilities are physically removed from such poles, pedestals, anchors and conduit systems. If attachee fails to remove its 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 services.

2. REGULATIONS

2.02. OBLIGATION OF ATTACHEE

**2.02.03. Construction, Maintenance and Removal of Attachee's Facilities -
Continued**

02.03.08. Should the Telephone Company remove any of attachee's facilities, the Telephone Company will deliver to attachee the facilities so removed upon payment by attachee of the cost of removal, storage and delivery, and all other amounts due the Telephone Company hereunder. The Telephone Company shall have a lien on all facilities so removed and with the power of public or private sale to cover any such aforementioned amounts due the Telephone Company. Such liens shall not operate to prevent the Telephone Company from pursuing, at its option, any other remedy of law, equity or otherwise.

02.03.09. When attachee's facilities are removed from a pole, pedestal, anchor or conduit system, no reattachment to the same pole, pedestal, or anchor or replacement in the same portion of a conduit system shall be made until:

- A. The attachee has first complied with all of the provision of this tariff as though no such pole, pedestal, or anchor attachment or conduit occupancy had been previously made, and
- B. All outstanding charges due the Telephone Company for such previous attachment and/or occupancy have been paid in full.

2.02.03.10. Attachee shall advise the Telephone Company in writing as to the date on which the removal of its facilities from each pole, pedestal, anchor or portion of a conduit system has been completed.

2.02.04. Claims and Damages

02.04.01. The attachee shall exercise precaution to avoid damaging the facilities of the Telephone Company and others attached to poles, pedestals, and anchors, or occupying a conduit system and the attachee assumes all responsibility for any and all loss from such damage caused by attachee's employees, agents or contractors.

2.02.04.02. 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.

02.04.03. 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.

2. REGULATIONS

2.02. OBLIGATION OF ATTACHEE

2.02.04. Claims and Damages - Continued

- 02.04.04. 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 attorneys' fees, for damages to property and injury or death to persons, including payments under any Workmen'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 facilities or by their proximity to the facilities of all parties attached to a pole, pedestal, or anchor or placed in a conduit system, or by any act or omission of the attachee's employees, agents of contractors on or in the vicinity of the Telephone Company's poles, pedestals, anchors, or conduit systems.
- 02.04.05. 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 attorney's fees, which arise directly or indirectly from the construction and operation of attachee's facilities, including 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 attorney's fees, for infringement of patents with respect to the manufacture, use and operation of attachee's facilities in combination with poles, pedestals, anchors, conduit systems or otherwise.
- 02.04.06. 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 user as a result of acts by the attachee, its employees, agents or contractors, including but not limited to the cost of relocating utility poles, pedestals, anchors or conduit system resulting from a loss of right-of-way or property owner consents and/or the cost of defending these rights and/or consents.

2. REGULATIONS

2.02. OBLIGATION OF ATTACHEE

2.02.05. Insurance

2.02.05.01. The attachee shall carry insurance including 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 2.02.04. preceding. The amounts of such insurance against:

A. Liability due to damage to property shall be not less than (\$250,000) as to any one occurrence, and (\$250,000) aggregate, and

B. Liability due to injury or death of persons shall be not less than (\$250,000) as to any one person and (\$500,000) as to any one occurrence.

2.02.05.02. The attachee shall also carry such insurance as will protect it from all claims under any Workmen's Compensation laws in effect that may be applicable.

2.02.05.03. All insurance required in accordance with 2.02.05.01. and 2.02.05.02. preceding must be effective before the Telephone Company will authorize attachment to a pole, pedestal, or anchor, utilization of an anchor and associated guy strand or occupancy of a conduit system and shall remain in force until all of attachee's facilities have been removed from all such poles, pedestals, anchors or conduit system. 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 reimburse the Telephone Company for any such premium payments made.

2.02.05.04. 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. REGULATIONS

2.03. PAYMENT ARRANGEMENTS

2.03.01. Payment of Charges and Advance Payments

- 2.03.01.01. The attachee is responsible for all charges applicable in connection with the attachment of its facilities to a pole, pedestal, and/or anchor, utilization of an anchor and associated guy strand or occupancy of a conduit system as specified in 3. following.
- 2.03.01.02. Attachee shall furnish bond in a form satisfactory to the Telephone Company, or other satisfactory evidence of financial security in such amount as the Telephone Company from time to time may require, to guarantee the performance of all of attachee's obligations hereunder. The amount of the bond or financial security shall not operate as a limitation upon the obligations of the attachee hereunder.
- 2.03.01.03. When the attachee furnishes a cash deposit pursuant to requirements specified in 2.03.01.02. 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.
- 2.03.01.04. Attachee shall make an advance payment to the Telephone Company prior to:
- A. Any undertaking by the Telephone Company of a field survey as required by 2.05.01. following in an amount specified by the Telephone Company sufficient to cover the estimated charges for completing such field survey.
 - B. Any performance by the Telephone Company of any make-ready work required as specified in 2.05.01. following in an amount specified by the Telephone Company sufficient to cover the estimated charges for completing any required make-ready work.
- 2.03.01.05. The amount of the advance payment required in 2.03.01.04. preceding will be credited against the cost to the Telephone Company for performing such work or having such work performed by others.
- A. 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.
 - B. Where the advance payment made by attachee exceeds the charge by the Telephone Company, the Telephone Company shall refund the difference to the attachee.
- 2.03.02. The attachee shall pay all applicable charges due within 30 days of receipt of the billing of such charges.

2. REGULATIONS

2.04. ATTACHMENT AND OCCUPANCY APPLICATIONS

2.04.01. General

- 2.04.01.01. Before the attachee shall attach to a pole or anchor or occupy any portion of a conduit system, attachee shall make written application for and have received written authorization therefore from the Telephone Company.
- 2.04.01.02. Attachee further agrees to designate a desired priority of completion of the field 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.

2.04.02. Multiple Applications

- 2.04.02.01. Applications received from multiple applicants for the same pole, pedestal, anchor or conduit system will be classified as follows:
- A. Non-simultaneous -
received by the Telephone Company on different business days.
 - B. Simultaneous -
received by the Telephone Company on same business day.
- 2.04.02.02. Where multiple applications are non-simultaneous the initial applicant will be offered the following options after the application is received from the additional applicant:
- A. Option One
the application of the initial applicant will be processed as if there is no other application on file for the same pole, pedestal, anchor or conduit.
 - B. Option Two
the applications of the initial and additional applicant will be processed as if they were simultaneous applications.
 - 1. All work in progress on the initial applicant's applications will be suspended by the Telephone Company from the time that the initial applicant is offered Options One and Two until the initial applicant notifies the Telephone Company of the option it elects in accordance with 2. following.
 - 2. The initial applicant will be required to indicate the option desired no later than (15) days after the Telephone Company has quoted the estimated of the make-ready charges that will apply under each option, otherwise the Telephone Company will deem the initial applicant to have selected Option One. Selection of an option prior to the quotation of the aforementioned make-ready charges is permissible.

2. REGULATIONS

2.04. ATTACHMENT AND OCCUPANCY APPLICATIONS

2.04.02. Multiple Applications

3. Option Two will be subject to acceptance by all of the multiple applicants involved. The additional applicant will have (15) days from the receipt of written notification from the Telephone Company advising that the initial applicant has selected Option Two, to accept or reject the conditions applicable under Option Two; otherwise, the Telephone Company will deem the additional applicant to have rejected such conditions.

2.04.02.03. Where multiple applications are simultaneous or the initial applicant of non-simultaneous applications has selected Option Two, the multiple applicants must develop a mutually agreeable order of pole, pedestal, or conduit availability and overall make-ready work completion schedule.

- A. Where multiple applicants cannot reach mutual agreement regarding order of pole, pedestal, or conduit availability and overall make-ready work completion schedule within (15) days from the receipt of written notification from the Telephone Company of the estimated charges for the required make-ready work, the Telephone Company will offer as an alternative to complete the total make-ready work required for all multiple applicants before simultaneously granting attachment or occupancy authorization to the multiple applicants.
- B. Any multiple applicant who fails to agree to the alternate arrangement within (15) days after receipt of written notification from the Telephone Company of such alternate arrangement will be considered by the Telephone Company to have cancelled its application relative to those poles, pedestals, and/or conduits which involve pending applications by the other applicant.

2.04.02.04. Where multiple applications are non-simultaneous and the initial applicant has selected Option One, the Telephone Company will:

- A. Consider the initial applicant as a non-multiple applicant. Any change of priority of pole, pedestal, or conduit availability or work schedule completion that is desired after either has been initially agreed upon by the initial applicant with the Telephone Company will be subject to the Telephone Company's ability to accommodate such changes in its established work schedule.

2. **REGULATIONS**

2.04. **ATTACHMENT AND OCCUPANCY APPLICATIONS**

2.04.02. **Multiple Applications - Continued**

- B. Not perform the required make-ready work for the additional applicant until attachment or occupancy authorizations have been granted to the initial applicant, unless the performance of such work will not delay the completion of the make-ready work required to accommodate the initial applicant.

2.04.02.05. Field survey costs will be allocated as follows:

- A. Simultaneous applicants - each of the multiple applicants will be charged an equal share of the total initial and/or resurvey costs involved.
- B. Non-simultaneous applications - each applicant will be charged the costs related only to determining the accommodations requirements for its specific pole, pedestal, anchor or conduit requirements.

2.04.02.06. Make-ready work costs will be allocated as follows:

- A. Simultaneous applications - each applicant will be charged an equal share of the total costs incurred by the Telephone Company to accommodate the multiple applicants.
- B. Non-simultaneous applications
 - 1. The initial applicant will be charged the total call incurred by the Telephone Company to accommodate its attachments on poles, pedestals, and associated anchors or in the conduit system.
 - 2. The additional applicant will be charged the total cost incurred by the Telephone Company to accommodate the additional applicant's attachments on a pole, pedestal, anchor, or in a conduit system already authorized for attachment or occupancy by an initial attachee.

2. REGULATIONS

2.05. MAKE-READY REQUIREMENTS

2.05.01. Pole, Pedestal, and/or Anchor

- 2.05.01.01. When an applicant for attachment to a pole, pedestal, and/or anchor is submitted by an attachee, a field survey will be required to determine the adequacy of the pole, pedestal, or anchor to accommodate attachee's facilities. Utilization of the available capacity of an existing anchor and its associated guy strand, when such utilization does not result in a reduction of the holding capacity below the level normally required by the Telephone Company for safety or other purposes, will be permitted at the option of the Telephone Company and agreement by the attachee to payment of the charges as specified in 3.01.02.01. following. The Telephone Company will advise the attachee in writing of the estimated charges that will apply for such field survey and receive written authorization from the attachee before undertaking such a survey.
- 2.05.01.02. The field survey will be performed:
- A. By representatives of the Telephone Company with optional participation of joint user, and attachee; or
 - B. By attachee after written approval has been granted by the Telephone Company. The attachee will be required to furnish the field survey 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.
- 2.05.01.03. The Telephone Company reserves the right to refuse to grant authorization for attachment to a pole, pedestal, or anchor or the utilization of an anchor and associated guy strand when the Telephone Company determines that the available capacity on such pole, pedestal, anchor or anchor and associated guy strand is required for its exclusive use or that of a governmental entity with attachment rights, and that the pole, pedestal, anchor or guy strand may not reasonably be rearranged or replaced to accommodate attachee's facilities.
- 2.05.01.04. In the event the Telephone Company determines that a pole, pedestal, and/or anchor to which attachee desires to attach or an anchor and associated guy strand which the attachee desires to utilize is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the attachee's facilities, the Telephone Company will advise the attachee in writing of the estimated make-ready charges that will apply.

2. REGULATIONS

2.05. MAKE-READY REQUIREMENTS

2.05.01. Pole, Pedestal, and/or Anchor

2.05.01.04. Continued

Attachee shall have (90) 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, pedestal, or anchor for which written notification has been sent to an initial attachee, the initial attachee must authorize completion of the pending make-ready work within (15) days after receipt of written notification from the Telephone Company of the additional attachment request or until the end of the aforementioned (90) day period, whichever period of time is shorter.

2.05.02. Conduit Systems

2.05.02.01. When an application for conduit occupancy is submitted by an attachee, a field survey by the Telephone Company will be required to determine the availability of the conduit system to accommodate attachee's facilities. The Telephone Company will advise the attachee in writing of the estimated charges that will apply for such field survey and receive written authorization from the attachee before undertaking such a survey. A representative of the attachee may accompany the Telephone Company's representative on such field survey.

2.05.02.02. The Telephone Company retains the right, in its sole judgment, to determine whether conduit space is available or not. In the event the Telephone Company determines that rearrangement of existing facilities in the conduit system is required before the attachee's facilities can be accommodated, the Telephone Company will advise the attachee in writing of the estimated make-ready charges that will apply for such rearrangement.

Attachee shall have (90) days from the receipt of such written notification from the Telephone Company to indicate its authorization for completion of the required make-ready work and acceptance of the resulting charges.

2. REGULATIONS

2.05. MAKE-READY REQUIREMENTS

2.05.02.03. Should the Telephone Company, or any governmental entity with whom the Telephone Company has an agreement granting such entity priority access to an occupancy of the Telephone Company's conduit system need, for its own service requirement, any of the conduit capacity occupied by attachee's facilities and, if the Telephone Company advises attachee that attachee's facilities can be accommodated otherwise in the conduit system, attachee shall be required to rearrange its facilities in the manner designated by the Telephone Company and at the expense of the attachee. If attachee has not so rearranged its facilities within (15) days of receipt of such written notice from the Telephone Company, the Telephone Company may perform or have performed such rearrangement without any liability on the part of the Telephone Company, and attachee shall be liable for the costs thereof.

2.05.03. Work Schedule

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

2.06. INSPECTION OF POLE, PEDESTAL, AND ANCHOR ATTACHMENTS AND CONDUIT OCCUPANCY

2.06.01. Procedures

2.06.01.01. The Telephone Company reserves the right to make periodic inspections of any part of attachee's facilities and guy strands attached to a pole or anchor or occupying a conduit system and attachee shall reimburse the Telephone Company for the expense of such inspections. Any charge imposed by the Telephone Company for such inspections shall be in addition to an other sums due and payable by attachee under this tariff.

A. The frequency and extent of such inspections by the Telephone Company will depend upon the attachee's performance in relation to the requirements of 2.02.03.

B. The Telephone Company will give attachee advance written notice of such inspections except in this instances where, in the sole judgment of the Telephone Company, safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to the attachee.

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

2. REGULATIONS

**2.06. INSPECTION OF POLE, PEDESTAL, AND ANCHOR ATTACHMENTS AND CONDUIT
OCCUPANCY - Continued**

2.06.02. Unauthorized Attachment or Occupancy

- 2.06.02.01. If any of the attachee's facilities shall be found attached to a pole, pedestal, or anchor or occupying a conduit system 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 and require attachee to submit in writing, within (15) days after receipt of written notification from the Telephone Company of the unauthorized attachment or occupancy, a pole, or pedestal attachment or conduit occupancy 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 or occupancy within (30) days of the final date for submitting the required application, or the Telephone Company may remove attachee's facilities without liability, and the expense of such removal shall be borne by the attachee.
- 2.06.02.02. For the purpose of determining the applicable charge, all unauthorized pole or pedestal attachments or conduit occupancy shall be treated as having existed for a period of two (2) years prior to 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 or occupy the conduit system, whichever period shall be the shorter; and the rates specified in 3.01.02. following shall be due and payable forthwith whether or not the attachee is permitted to continue the pole attachment or conduit occupancy.
- 2.06.02.03. 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.

3. RATES AND CHARGES

**3.01. POLE AND PEDESTAL AND ANCHOR ATTACHMENT, ANCHOR AND ASSOCIATED GUY
STRAND UTILIZATION AND CONDUIT OCCUPANCY**

3.01.01. General

3.01.01.01. Attachment, utilization and occupancy charges commence on the first day of the billing period following the date that authorization is granted for such attachment, utilization or occupancy; and cease as of the final day of the billing period in which the attachment or occupancy is physically removed or the utilization is discontinued.

3.01.01.02. All attachment, utilization and occupancy charges are payable in advance semi-annually on the first day of January and July.

3.01.01.03. Total attachment, utilization or occupancy charges under 3.01.01.02. preceding shall be based upon the number of:

- A. Poles, pedestals and/or anchors,
- B. Anchors and associated guy strands,
- C. Total duct footage

for which authorizations have been issued prior to the first day of January and July.

Annual Rate

3.01.02. Rates

3.01.02.01. Pole, Pedestal, and Anchor Attachment

- | | | |
|----|-------------------------------------|--------|
| A. | Per Pole or pedestal attached | \$2.00 |
| B. | Per anchor attached | 7.00 |

3. RATES AND CHARGES

**3.01. POLE AND PEDESTAL AND ANCHOR ATTACHMENT, ANCHOR AND ASSOCIATED GUY
STRAND UTILIZATION AND CONDUIT OCCUPANCY**

3.01.02. Rates

Annual Rate

3.01.02.02. Conduit Occupancy

A. Per foot of duct

1. Per foot of duct occupied where the
attachee's facilities are placed in
a duct occupied by the Telephone
Company \$.32

2. Per foot of duct occupied where the
attachee's facilities are placed in a
vacant duct where subsequent cable
placement is practicable64

3. Per foot of duct occupied where the
attachee's facilities are in a vacant
duct and it is of such a type and size
to preclude the subsequent placement
of additional Telephone Company Cable64

**B. For the purpose of determining the duct feet chargeable; the duct considered occupied shall be
measured from the:**

1. Center to center of adjacent manholes, or
2. Center of a manhole to the end of a duct not terminated in a manhole.

3.02. CHARGES - NONRECURRING

Determination

Charges for all work performed by the Telephone Company or by its authorized representative in connection with the furnishing of pole, pedestal, anchor and conduit system accommodations as covered by this Tariff shall be based upon the full cost to the Telephone Company for performance of such work. Such charges will apply for, but not be limited to, field survey, make-ready work, inspection and removal of attachee's facilities and supervision, at the option of the Telephone Company, of attachee performed work in and around the immediate vicinity of a conduit system.

Exhibit B
Proposed Tariff pages

POLE AND ANCHOR ATTACHMENT
AND CONDUIT OCCUPANCY ACCOMMODATIONS
P.U.C.O. NO. 1

FRONTIER NORTH INC.

4th Revised TITLE PAGE
Cancels 3rd Revised TITLE PAGE

POLE AND ANCHOR ATTACHMENT
AND CONDUIT OCCUPANCY ACCOMMODATIONS
P.U.C.O. NO. 1

Applying to any attachment by a cable television system
Or other entity excluding power companies, to a pole,
Pedestal, direct conduit, or right-of-way owned or
Controlled by Frontier North Inc. within its operating
Territory in the State of Ohio

(D)

Issued: May 15, 2015

Effective: September 1, 2015

In Compliance with The Public Utilities Commission of Ohio
Case No. 90-5023-TP-TRF
by Allison Ellis, Vice President, Regulatory Affairs

CHECK LIST
3rd Revised Sheet No. 1
Cancels 2nd Revised Sheet No. 1

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2	1	1st (T)
	2	1st (T)
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	6	1st (T)
		(D)
		(D)
3	1	1st (T)
	2	1st (T)

Effective: September 1, 2015

In Compliance with The Public Utilities Commission of Ohio
Case No. 90-5023-TP-TRF
by Allison Ellis, Vice President, Regulatory Affairs

POLE AND ANCHOR ATTACHMENT
AND CONDUIT OCCUPANCY ACCOMMODATIONS
P.U.C.O. NO. 1

FRONTIER NORTH INC.

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POLE AND ANCHOR ATTACHMENT
AND CONDUIT OCCUPANCY ACCOMMODATIONS
P.U.C.O. NO. 1

FRONTIER NORTH INC.

SYMBOLS
1st Revised Sheet No. 1
Cancels Original Sheet No. 1

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 regulation

(D)
|
(D)

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.

Issued: May 15, 2015

Effective: September 1, 2015

In Compliance with The Public Utilities Commission of Ohio
Case No. 90-5023-TP-TRF
by Allison Ellis, Vice President, Regulatory Affairs

POLE AND ANCHOR ATTACHMENT
AND CONDUIT OCCUPANCY ACCOMMODATIONS
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FRONTIER NORTH INC.

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In Compliance with The Public Utilities Commission of Ohio
Case No. 90-5023-TP-TRF
by Allison Ellis, Vice President, Regulatory Affairs

POLE AND ANCHOR ATTACHMENT
AND CONDUIT OCCUPANCY ACCOMMODATIONS
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FRONTIER NORTH INC.

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Scope	2	1	
			(D)
Undertaking of the Telephone Company	2	1	(D)
			(D)

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In Compliance with The Public Utilities Commission of Ohio
Case No. 90-5023-TP-TRF
by Allison Ellis, Vice President, Regulatory Affairs

POLE AND ANCHOR ATTACHMENT
AND CONDUIT OCCUPANCY ACCOMMODATIONS
P.U.C.O. NO. 1

FRONTIER NORTH INC.

TERMS
1st Revised Sheet No. 1
Cancels Original Sheet No. 1

EXPLANATION OF TERMS

ANCHOR

An assembly (rod and fixed object or plate) designed to resist the pull of a guy strand, owned in whole or in part by the Telephone Company or by others, for which the Telephone Company is responsible for authorizing the attachment of licensee's facilities. (T)

ANCHOR ATTACHMENT

A guy strand attached to an anchor.

LICENSEE (T)

The cable television system or other entity authorized by the Telephone Company to attach its facilities to poles, pedestals, and anchors or place its facilities in a conduit system.

LICENSEE'S FACILITIES (T)

All facilities, including but not limited to cables, equipment and associated hardware, owned and used by licensee, which are attached to a Telephone Company pole or occupy Telephone Company's conduit or right of way. (C)
(C)

CONDUIT/DUCT (T)

A single enclosed path used to house innerduct or to directly house facilities. (C)

CONDUIT OCCUPANCY

Any placement of licensee's facilities in Telephone Company's ducts, innerducts, conduits, or right of ways that are reasonably required by licensee to provide its cable television, telecommunications and/or broadband services. (C)
(C)

CONDUIT SYSTEM

Any combination of ducts, conduits, manholes, handholes, and vaults joined to form an integrated whole, which is owned solely or in part by the Telephone Company.

(D)

(D)

GUY STRAND

A metal cable attached to a pole and anchor (or another pole) for the purpose of increasing pole stability.

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FRONTIER NORTH INC.

TERMS
1st Revised Sheet No. 2
Cancels Original Sheet No. 2

EXPLANATION OF TERMS

INNERDUCT

Unless otherwise specified or approved by Telephone Company, a single enclosed raceway 1" or 1-1/4" in diameter, placed within duct and used for housing facilities.

(N)
|
(N)

JOINT USER

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

MANHOLE

A subsurface enclosure which personnel may enter and use for the purpose of installing, operating and maintaining facilities in conduit.

(C)
(C)

MAKE-READY WORK

All work, including, but not limited to, rearrangement, removal, or transfer of existing attachments and/or facilities, to include placement, repair, or replacement of Telephone Company poles or Telephone Company conduits, or any other changes required to accommodate the licensee's attachments on a Telephone Company pole or in a Telephone Company conduit. It includes (i) preparatory work that must be performed on Telephone Company's poles and/or Telephone Company's conduits and related facilities in order to accommodate licensee's facilities; (ii) "make-ready engineering," which consists of reviewing the current conditions of Telephone Company's facilities which licensee desires to occupy and ascertaining what work needs to be done in order to properly accommodate licensee's facilities; (iii) "make-ready construction," which is the actual rearrangement work performed in accordance with the determinations made in the make-ready engineering process; and (iv) any cost associated with final inspection of facilities before, during, and after licensee has completed construction to ensure compliance with safety and industry standards. It may include, among other things, moving Telephone Company's facilities and the placing of new anchors, guys, and/or conduit.

(C)
|
(C)

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 licensee's facilities.

(T)

POLE ATTACHMENT

Any item of licensee's facilities in direct contact with a pole.

(T)
(D)
(D)

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POLE AND ANCHOR ATTACHMENT
AND CONDUIT OCCUPANCY ACCOMMODATIONS
P.U.C.O. NO. 1

FRONTIER NORTH INC.

SECTION 1
1st Revised Sheet No. 1
Cancels Original Sheet No. 1

1. APPLICATION OF TARIFF

- 1.01. This tariff contains the regulations and rates applicable to any attachment by a cable television system or other entity other than power companies to a pole, pedestal, duct, conduit, or right-of-way owned or controlled by Frontier North Inc., hereafter referred to as the Telephone Company, within its operating territory in the State of Ohio. (T)

This tariff shall not apply, however, to attachments by cable television systems or other entities pursuant to agreements with the Telephone Company in effect prior to the effective date of this tariff.

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POLE AND ANCHOR ATTACHMENT
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P.U.C.O. NO. 1

FRONTIER NORTH INC.

SECTION 2
1st Revised Sheet No. 1
Cancels Original Sheet No. 1

2. REGULATIONS

2.01. UNDERTAKING OF THE TELEPHONE COMPANY

2.01.01. Scope

Subject to the provisions of this tariff, OAC Chapter 4901:1-3 of the Administrative Code and an executed Pole Attachment and Conduit Occupancy Licensing Agreement, the Telephone Company may authorize the attachment of a licensee's facilities to a pole, pedestal, or anchor, the utilization of an anchor and its associated guy strand or the placement of a licensee's facilities in a conduit system for any lawful communications purpose.

(C)
(C)
(T)
(T)

2.01.02. Limitations

2.01.02.01. No use, however extended, of a pole, anchor, anchor and associated guy strand or conduit system or payment of any charges required under this tariff shall create or vest in the licensee any ownership or property rights in such pole, pedestal, anchor, guy strand or conduit system.

(T)

2.01.02.02. 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, pedestal, anchor, guy strand, conduit or other facilities for use by a licensee that is not needed for the Telephone Company's own service requirements.

(T)

2.01.02.03. 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 pole, pedestals, anchors, guy strands and conduit systems covered by this tariff. The rights of the licensee shall at all times be subject to any such existing and future agreement or arrangement.

(T)

2.01.03. Liability

2.01.03.01. The Telephone Company reserves to itself the right to locate and maintain its poles, pedestals, anchors, guy strands and conduit systems and operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its owner service requirements.

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POLE AND ANCHOR ATTACHMENT
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P.U.C.O. NO. 1

FRONTIER NORTH INC.

SECTION 2
1st Revised Sheet No. 2
Cancels Original Sheet No. 2

2. REGULATIONS

2.01. UNDERTAKING OF THE TELEPHONE COMPANY

2.01.03. Liability - Continued

The Telephone Company shall not be liable to the licensee for any interruption of licensee's service: for (T)
interference with the operation of the licensee's facilities: for any special, indirect, or consequential damages (T)
arising any manner, except in situations caused by, or arising out of the negligence of the Telephone
Company, out of use by the licensee's facilities of a pole, pedestal, anchor guy strand, or conduit system or (T)
the Telephone Company's actions or omissions in regard thereto and licensee shall indemnify and save (T)
harmless the Telephone Company from and against any and all claims, demands, causes of action, costs
and attorneys fees of whatever kind resulting therefrom.

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

(D)

(D)

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POLE AND ANCHOR ATTACHMENT
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P.U.C.O. NO. 1

FRONTIER NORTH INC.

SECTION 2
1st Revised Sheet No. 3
Cancels Original Sheet No. 3

2. REGULATIONS

(D)

(D)

2.02. OBLIGATION OF LICENSEE

(T)

2.02.01. Legal Requirements

2.02.01.01. Licensee 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 facilities to poles and anchors or occupies conduit located on the same public and/or private property.

(T)

2.02.02.02. The licensee 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 licensee and the Telephone Company under this tariff.

(T)

(T)

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POLE AND ANCHOR ATTACHMENT
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P.U.C.O. NO. 1

FRONTIER NORTH INC.

SECTION 2
1st Revised Sheet No. 4
Cancels Original Sheet No. 4

2. REGULATIONS
- 2.02. OBLIGATION OF LICENSEE (T)
- 2.02.01. Legal Requirements - Continued
- 2.02.01.03. No authorization granted under this tariff shall extend to any pole, pedestal, anchor, guy strand or portion of a conduit system where the attachment or placement of licensee's facilities would result in a forfeiture of the rights of the Telephone Company or joint users to occupy the property on which such poles, pedestals, anchors, or conduit system are located. If the existence of licensee's facilities on a pole, pedestal, anchor, guy strand on in a conduit system would cause a forfeiture of the right of the Telephone Company of joint user, or both to occupy such property, licensee agrees to remove its facilities forthwith upon receipt of written notification from the Telephone Company. If the licensee has not completed such removal within sixty (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 and licensee agrees to pay the Telephone Company or joint user or both, the cost thereof and for all losses and damages that may result. (T) (T) (T) (T) (C) (T)
- 2.02.02. Indemnification (C)
- 2.02.02.01. The licensee shall compensate the Telephone Company for the full actual loss, damage or destruction of the Telephone Company's property that in any way arises from or is related to activities undertaken by the licensee's employee's, agents or contractors (including, without limitation, the installation, construction, operation or maintenance of the licensee's attachments).
- 2.02.02.02. Each Party will indemnify, defend and hold harmless the other Party, its agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature in any way arising out of or caused by any act or omission by the indemnifying Party's employees, agents, or contractors (including, without limitation, the installation, construction, operation or maintenance of the licensee's facilities). The licensee will further indemnify the Telephone Company from subsequent taxes and fees that may be levied by municipalities or other governmental entities and related to or arising from the presence of the licensee's attachments on the Telephone Company's poles and/or in the Telephone Company's conduits, including but not limited to taxes or fees related to use of public rights-of-way. Such fees that are levied would be in addition to the Pole Attachment Fees and/or Conduit Occupancy Fees. The licensee expressly assumes all liability for actions brought against the Telephone Company and the Telephone Company's agents, officers, employees and assigns, by the licensee's agents, officers or employees and the licensee expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law or by other state or federal laws.
- 2.02.02.03. Without limiting any of the foregoing, the licensee assumes all risk of, and agrees to relieve the Telephone Company of any and all liability for, loss or damage (and the consequences of loss or damage) to any attachments placed on the Telephone Company's poles and/or in the Telephone Company's conduits and any other financial loss sustained by the licensee, whether caused by fire, extended coverage perils, or other casualty. (C)

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POLE AND ANCHOR ATTACHMENT
AND CONDUIT OCCUPANCY ACCOMMODATIONS
P.U.C.O. NO. 1

FRONTIER NORTH INC.

SECTION 2
1st Revised Sheet No. 5
Cancels Original Sheet No. 5

2. REGULATIONS

2.02. OBLIGATION OF LICENSEE (T)

2.02.02. Indemnification - Continued (C)

2.02.02.04. Without limiting the foregoing, the licensee expressly agrees to indemnify, defend and hold harmless the Telephone Company and its agents, officers, employees and assigns from any and all claims asserted by customers of the licensee in any way arising out of or in connection with the licensee's attachments.

2.02.02.05. Notwithstanding anything to the contrary in this tariff, each Party further shall indemnify and hold harmless the other Party, its agents, officers, employees and assigns from and against any claims, liabilities, losses, damages, fines, penalties and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified Party suffers or incurs because of: (i) any unlawful discharge of hazardous materials resulting from acts or omissions of indemnifying Party or its predecessor in interest; (ii) acts or omissions of the indemnifying Party or its agents, employees, contractors, representatives, or predecessor in interest in connection with any cleanup required by law, or (iii) failure of the indemnifying Party or its predecessor in interest to comply with environmental, safety and health laws.

2.02.02.06. In no way shall either Party be liable to the other Party for any special, consequential, incidental, punitive, or indirect damages (including, without limitation, lost revenues and lost profits) arising out of the license agreement or any obligation arising under the license agreement, whether by virtue of any statute, in contract or in tort or otherwise, regardless of the theory of liability upon which any such claim may be based.

2.02.02.07. The licensee shall indemnify, protect and hold harmless the Telephone Company from and against any and all claims for libel and slander, copyright, patent, and/or other intellectual property rights infringement arising directly or indirectly by reason of attachment of the licensee's equipment on the Telephone Company's poles and/or in the Telephone Company's conduit. (C)

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POLE AND ANCHOR ATTACHMENT
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FRONTIER NORTH INC.

SECTION 2
1st Revised Sheet No. 6
Cancels Original Sheet Nos. 6 through 17

2. REGULATIONS

2.02. OBLIGATION OF LICENSEE

(T)

2.02.03. Insurance

(C)

2.02.03.01. The licensee shall carry Commercial General Liability Insurance, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 2.02.02. Such insurance shall include, but not be limited to, Premises- operations, explosion and collapse, underground hazard, products/completed operations, contractual liability, independent contractors, and personal and advertising injury with limits of at least \$2,000,000 combined single limit for each occurrence for bodily and property damage. Commercial Automobile Liability covering all owned, non-owned and hired vehicles with limits of at least \$2,000,000 combined single limit each accident for bodily injury and property damage. Worker's Compensation Insurance as required by Statute, Excess Liability with limits of at least \$5,000,000, and Employer's Liability Insurance with limits of not less than \$1,000,000 each employee/disease/policy limit. Any of the limits in this Section 2.02.03.01., except for workers' compensation, may be satisfied through a combination of primary liability and umbrella/excess liabilities policies.

2.02.03.02. All insurance required of the licensee shall remain in force for the entire life of its pole attachments. The company or companies issuing such insurance shall be authorized to do business in the applicable states and shall have an A.M. Best Rating of A or better, and with the exception of workers' compensation and employer's liability, the Telephone Company, its affiliates and subsidiaries shall be named as an additional insured in each such policy. All insurance required of the licensee shall be considered primary and non-contributory with any insurance or program of self-insurance that may be maintained by Telephone Company. The licensee shall submit to the Telephone Company certificates of insurance evidencing that all coverage required is in full force and effect and shall state that the insurer or its representative(s) shall endeavor to provide thirty (30) calendar days prior written notice of intent to non-renew, cancellation or material adverse change to the Telephone Company, except that ten (10) day notice for non-payment of premium shall apply. Failure to provide such notice shall impose no obligation or liability of any kind upon insurer or its representative(s). In the event the licensee's insurance coverage is to be canceled by reason of non-payment of premiums due, the Telephone Company shall have the option of paying any amount due and licensee shall forthwith reimburse the Telephone Company the full amount paid by the Telephone Company.

2.02.03.03. The licensee shall promptly advise the Telephone Company in writing of any and all claims for damages, including, but not limited to, damage to property or injury to or death of persons, allegedly arising out of or in any manner related, directly or indirectly, to the presence or use of the licensee's attachments.

2.03. ATTACHMENT AND OCCUPANCY APPLICATIONS

2.03.01. General

2.03.01.01. Before the licensee shall attach to a pole or anchor or occupy any portion of a conduit system, licensee must execute a license agreement with the Telephone Company that is consistent with the terms of this tariff.

(C)

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POLE AND ANCHOR ATTACHMENT
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P.U.C.O. NO. 1

FRONTIER NORTH INC.

SECTION 3
1st Revised Sheet No. 1
Cancels Original Sheet No. 1

3. RATES AND CHARGES

3.01. POLE AND PEDESTAL AND ANCHOR ATTACHMENT, ANCHOR AND ASSOCIATED GUY
STRAND UTILIZATION AND CONDUIT OCCUPANCY

3.01.01. General

3.01.01.01. The licensee shall pay to the Telephone Company an annual pole attachment fee and/or conduit occupancy fee, as specified in this Section 3, on all poles and/or conduit for which licensee has an approved occupancy request. Pole attachment fees shall apply for each Telephone Company pole upon which the licensee obtains authorization to place an attachment. Conduit occupancy fees shall apply for each linear foot of facilities placed in innerduct and manholes occupied by the licensee's facilities in the Telephone Company's conduit. (C)

3.01.01.02. Pole attachment fees and/or conduit occupancy fees shall be billed annually in advance on a calendar year basis (January 1 to the succeeding December 31) for the number of Telephone Company poles and feet of Telephone Company conduit as of December 31 of the preceding calendar year. Any Telephone Company pole or Telephone Company conduit occupied during any portion of a calendar year shall be considered to have been occupied during the entire year with no proration for removals or new occupancies made during the calendar year. (C)

3.01.01.03. Total attachment, utilization or occupancy charges under 3.01.01.02. preceding shall be based upon the number of:

- A. Poles, pedestals and/or anchors,
- B. Anchors and associated guy strands,
- C. Total duct footage

for which authorizations have been issued prior to the first day of January. (C)

Annual Rate

3.01.02. Rates

3.01.02.01. Pole, Pedestal, and Anchor Attachment

- | | | |
|----|-------------------------------------|------------|
| A. | Per Pole or pedestal attached | \$1.79 (R) |
| B. | Per anchor attached..... | 7.00 |

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POLE AND ANCHOR ATTACHMENT
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FRONTIER NORTH INC.

SECTION 3
1st Revised Sheet No. 2
Cancels Original Sheet No. 2

3. RATES AND CHARGES

3.01. POLE AND PEDESTAL AND ANCHOR ATTACHMENT, ANCHOR AND ASSOCIATED GUY
STRAND UTILIZATION AND CONDUIT OCCUPANCY

3.01.02. Rates - Continued

Annual Rate

3.01.02.02. Conduit Occupancy

A. Per foot of duct

- | | | |
|-------------------|------------|-----|
| 1. Innerduct..... | \$.13 (R) | (C) |
| 2. Full duct..... | .26 (R) | (C) |

(D)
|
(D)

B. For the purpose of determining the duct feet chargeable; the duct considered occupied shall be
measured from the:

1. Center to center of adjacent manholes, or
2. Center of a manhole to the end of a duct not terminated in a manhole.

3.02. CHARGES - NONRECURRING

Determination

Charges for all work performed by the Telephone Company or by its authorized representative in connection with the furnishing of pole, pedestal, anchor and conduit system accommodations as covered by this Tariff shall be based upon the full cost to the Telephone Company for performance of such work. Such charges will apply for, but not be limited to, field survey, make-ready work, inspection and removal of licensee's facilities and supervision, at the option of the Telephone Company, of licensee performed work in and around the immediate vicinity of a conduit system. (T) (T)

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Exhibit C

Tariff revisions being made to changes to its existing Pole and Anchor Attachment and Conduit Occupancy Accommodations Tariff and as well as update rates in accordance with PUCO Case No. 13-579-AU-ORD.

Exhibit D

Rate Support

Frontier Communications for Frontier North, Ohio

Proprietary & Confidential

Date Data Updated: 04/22/2015 (TMB)

FCC Conduit Attachment Model

Conduit Attachment Rates per CS Docket No. 97-98 & CS Docket No. 97-151; FCC 01-170 (Adopted May 22, 2001)

Appendix F-1, Maximum Rate for Use of LEC Utility Conduit

Inputs:	Source:		
1 Company		Frontier North, Ohio - #942	
2 Financial Data as of year end date:		12/31/2014	
3 Conduit Data as of year end date:		12/31/2014	
4 Gross Plant Investment	2001	\$	2,333,489,284
5 Accum Depreciation Plant	3100	\$	2,266,016,213
6 Accumulated Deferred Taxes	4100+4340	\$	73,491,120
7 Net Plant Investment		\$	(6,018,049)
8 Gross Plant Investment - Conduit	2441	\$	26,091,641
9 Accum Deprec - Conduit	3441	\$	15,197,053
10 Accumulated Deferred Taxes - Conduit	Formula	\$	821,732
11 Net Plant Investment - Conduit		\$	10,072,856
12 Depreciation Rate - Conduit	PUC		3.10%
13 Authorized Rate of Return	WACC		8.71%
14 Maintenance Expense - Conduit	6441	\$	12,610
15 Administrative Expense	6710+6720	\$	30,663,009
16 Operating Taxes	7200	\$	11,181,755
20 Total Feet of Duct (Per CPR Records)			8,654,695
22 Percentage of Duct occupied by attacher	Formula		0.50
			"Half-Duct Presumption" - Rebuttable

Frontier Communications for Frontier North, Ohio

Proprietary & Confidential
Date Data Updated: 04/22/2015 (TMB)

FCC Pole Attachment Model (Adjusted for Proposed New Rules FCC 11-50)

Pole Attachment Rates per CS Docket No. 97-98 & CS Docket No. 97-151; FCC 01-170 (Adopted May 22, 2001)

Pole Attachment Formulas adjusted to comply with Appendix A - FCC Order Docket No. 07-245 & 09-51 (FCC11-50) Released 4/7/2011

Inputs:		Source:	
1 Company		Frontier North, Ohio - #942	
2 Classification (Pop>50,000=Urban, <50,000=Non-Urban)		342,049	Urban
3 Financial Data as of year end date:		12/31/2014	
4 Pole Counts as of year end date:		12/31/2014	
5 Gross Plant Investment	2001	\$	2,333,489,284
6 Accum Depreciation Plant	3100	\$	2,266,016,213
7 Accumulated Deferred Taxes	4100+4340	\$	73,491,120
8 Net Plant Investment		\$	(6,018,049)
9 Gross Plant Investment - Poles	2411	\$	108,251,341
10 Accum Deprec - Poles	3411	\$	103,602,397
11 Accumulated Deferred Taxes - Poles	Formula	\$	3,409,277
12 Net Plant Investment - Poles		\$	1,239,667
13 Quantity of Poles	CPR Records		349,637
14 Depreciation Rate - Poles	State PUC		5.90%
15 Authorized Rate of Return	WACC		8.71%
16 Maintenance Expense - Poles	6411	\$	5,346,933
17 Pole Rents	6411.xxx	\$	4,901,873
18 Administrative Expense	6720	\$	30,863,009 6711, 6712 and 6721 to 6728
19 Operating Taxes	7200	\$	11,181,755 7210 to 7250
20 Space Occupied	Sect. 1.1418		1
21 Pole Height	Sect. 1.1418		37.5
22 Usable Space	Sect. 1.1418		13.5
23 Unusable Space	Sect. 1.1418		24.0
24 Bare Pole Factor	FCC 01-170		0.95
25 Number of Attaching Entities - Urban	Sect. 1.1417		5.0
26 Number of Attaching Entities - Non-Urban	Sect. 1.1417		3.0

Attachment Rate (Gross Approach) - When
NBV of Poles is less than \$0 (FCC 01-170,
para 42, page 24)

Formula: Maximum Rate = (Usable Space Factor x
Bare Pole Factor x Gross Plant (Poles) x Total
Carrying Charges) / Quantity of Poles

40 Urban Service Area (Pop > 50,000)
41 Non-Urban Service Area (Pop < 50,000)

Carrying Charge Rate:

42 Administrative
43 Maintenance
44 Depreciation
45 Taxes
46 Return (-) if NBV<\$0
47 Carrying Charge Rate

Space Factor = (Space Occupied) + (2/3 x (Unusable Space/No. of Attachments) / Pole Height	Bare Pole Factor x Gross Plant (Poles) x Total Carrying Charges	Maximum Rate	Fully Allocated Cost = ((.66 Urban or .44 Non Urban) x Maximum Rate)
0.1120 \$	8,437,039.95 \$	2.70	\$ 1.78
0.1689 \$	8,437,039.95 \$	4.08	\$ 1.79

Gross Approach

1.31%
0.41%
5.90%
0.48%
0.10%
8.20%

Cable Formula (FCC 01-170, Appendix D1)

Formula: Maximum Rate = (Space Occupied/Usable
Space) x (Net Pole Investment/Number of Poles) x .95
x Carrying Charge rate

48 Rate Calculation - Net Approach
49 Rate Calculation - Gross Approach

Carrying Charge Rate:

50 Administrative
51 Maintenance
52 Depreciation
53 Taxes
54 Return
55 Carrying Charge Rate

Space Occupied/ Usable Space	(Net/Gross Pole Investment/Number of Poles) x .95 x Carrying Charge Rate	Maximum Rate
0.0741 \$	(4.56) \$	(0.34)
0.0741 \$	24.13 \$	1.79

Net Approach

Gross Approach

-509.52% 1.31%
35.90% 0.41%
515.21% 5.90%
-185.80% 0.48%
8.71% 0.10%
-135.50% 8.20%

Frontier Communications - Capital Structure and WACC Calculation:

Data Sources: 2014 (10 K) report for Frontier Communications Corporation and Subsidiaries filed with the SEC

Balances as of December 31, 2014 and December 31, 2013 (\$ thousands)

	12/31/2013	Weight	12/31/2014	Weight	Cost	Weighted Cost
Equity:						
Common Stock	\$256,997		\$256,997			
Additional Paid in Capital	\$4,321,056		\$3,990,160			
Retained Earnings	\$76,108		\$108,754			
Accumulated Other Comprehensive Loss	(\$260,530)		(\$404,328)			
Treasury Stock	(\$338,150)		(\$293,906)			
Convertible Preferred Securities	\$0		\$0			
Equity Forward Contracts	\$0		\$0			
Total Equity	\$ 4,055,481	33.28%	\$ 3,657,677	27.21%	11.25%	3.06%
Debt:						
Long Term Debt due within one year	\$257,916		\$297,622			
Long Term Debt	\$7,873,667		\$9,485,615			
Total Debt	\$ 8,131,583	66.72%	\$ 9,783,237	72.79%	7.76%	5.65%
Total Debt & Equity	\$ 12,187,064	100.00%	\$ 13,440,914	100.00%		8.71%
Total Debt - Beginning of Year			\$ 8,131,583			
Total Debt - End of Year			\$ 9,783,237			
Average Outstanding Debt			\$ 8,957,410			
Interest Expense - 2014			\$ 695,500			
Estimated Cost of Debt			7.76%			

*Source: 2014 (10 K) report filed with the SEC for Frontier Communications Corporation and Subsidiaries - Consolidated Balance Sheets (F-5) and Statements of Income (F-6)

Total Debt & Equity Figures in thousands

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Case No(s). 90-5023-TP-TRF, 15-0972-TP-ATA

Summary: Application CHNAGES TO ITS EXISTING POLE AND ANCHOR ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS TARIFF electronically filed by Ms. Cassandra F Cole on behalf of Frontier North Inc.