

*The Public Utilities Commission of Ohio*  
**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 The Germantown ) TRF Docket No. 90- 5021-TP-TRF  
Independent Telephone Company d/b/a FairPoint ) Case No. 15 - 0967 - **TP** - ATA  
Communications to Establish a Pole Attachment and ) NOTE: Unless you have reserved a Case #, leave the "Case No" fields  
Conduit Occupancy Tariff ) BLANK.

Name of Registrant(s) The Germantown Independent Telephone Company  
DBA(s) of Registrant(s) FairPoint Communications  
Address of Registrant(s) 36 N. Plum Street; Germantown, OH 45327  
Company Web Address www.fairpoint.com  
Regulatory Contact Person(s) Beth Fastiggi Phone 802-951-8006 Fax 802-863-9928  
Regulatory Contact Person's Email Address bfastiggi@fairpoint.com  
Contact Person for Annual Report Sandy Richardson Phone 620-227-4441  
Address (if different from above) 908 W. Frontview; Dodge City, KS 67801  
Consumer Contact Information Customer Service Department Phone 800-400-5568  
Address (if different from above) 1 Davis Farm Road; Portland, ME 04103  
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](http://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

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

## 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 <a href="#">1-6-08</a> * (Auto 30- day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-10</a> (Auto 30 day)	<input type="checkbox"/> UNC <a href="#">1-6-09</a> * (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 <a href="#">1-6-26</a> (Auto 30 days)	<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (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 <a href="#">1-7-07</a> (Auto 90 day)	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input checked="" type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <a href="#">1-7-04</a> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights-of-Way.	<input type="checkbox"/> UNC <a href="#">1-7-23(B)</a> (Non-Auto)	
<b>Wireless Providers</b> See <a href="#">4901:1-6-24</a>	<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.

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**AFFIDAVIT**  
***Compliance with Commission Rules***

I am an officer/agent of the applicant corporation, The Germantown Independent Telephone Company d/b/a FairPoint Communications, and am authorized to make this statement on its behalf.

Carole Williamson  
(Name)

Please Check ALL that apply:

☒ I 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.

☐ 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) 5-15-15

at (Location)

Germantown, Ohio

\*(Signature and Title) /s/ Carole Williamson

(Date) 5-15-15

- *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.*

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**VERIFICATION**

I, Carole Williamson 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/ Carole Williamson

(Date) 5-15-15

*\*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.*

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***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 electronically as directed in Case No 06-900-AU-WVR***

# **EXHIBIT A**

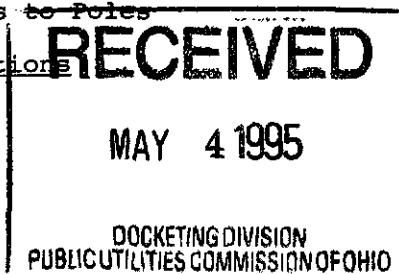
**(Current Tariff Sheets)**

POLE ATTACHMENT TARIFF  
P.U.C.O. No. 7

POLE ATTACHMENTS

CONTENTS

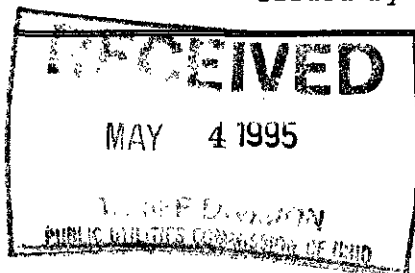
	Page No.
I. <u>Application</u>	1
II. <u>Definitions</u>	1
A. Anchor Rod	1
B. Guy Strand	1
C. Joint Owner	1
D. Joint User	1
E. Licensee	1
F. Licensee's Communications Facilities	1
G. Licensor's Poles	2
H. Make Ready Work	2
I. Patron	2
J. Pole Attachment	2
K. Suspension Strand	2
III. <u>Undertaking of the Licensor</u>	2
A. Scope of Agreement	2
B. Liability	3
C. Termination of Authorizations	5
IV. <u>Obligation of Licensee</u>	8
A. Legal Requirements	8
B. Assignment of Rights	8
C. Construction, Maintenance and Removal of Licensee's Facilities	9
D. Compliance with Workers' Compensation	10
E. Insurance	11
F. Issuance of Licenses	12
G. Unauthorized Attachment	12
H. Pole Replacements and Rearrangements	13
I. Licensor's Lien	16
J. Specifications for Attachments to Poles	16
V. <u>Inspection of Licensee's Installations</u>	28
VI. <u>Rates and Charges</u>	29
A. Recurring Charges	29
B. Nonrecurring Charges	31



Issued: March 15, 1995

Effective: May 4, 1995

In accordance with Order No. 95-288-TP-ATA  
Issued by the Public Utilities Commission of Ohio



Richard O. Kern, President  
Germantown, Ohio

POLE ATTACHMENT TARIFF  
P.U.C.O. No. 7

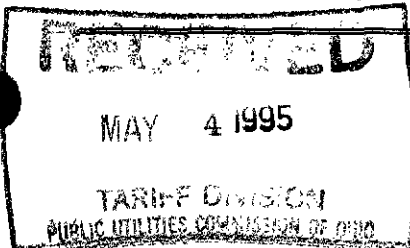
INDEX

	<u>Section</u>	<u>Page</u>
Application of Tariff	I.	1
Assignment of Right	IV. B.	8
Attachment to Poles, Specifications for	IV. J.	16
Compliance with Workers' Compensation	IV. D.	10
Construction and Removal of Licensee's Facilities	IV. C.	9
Definitions	II.	1
Inspection of Licensee's Installations	V.	28
Insurance	IV. E.	11
Legal Requirements	IV. A.	8
Liability of Licensor	III. B.	3
Licensor's Lien	IV. I.	16
Nonrecurring Charge	VI. B.	31
Obligation of Licensee	IV	8
Payment Date, Nonrecurring Charges	VI. B.2.b.	31
Payment Date, Recurring Charges	VI. A.3.	30
Pole Replacements and Rearrangements	IV. H.	13
Rates and Charges	VI.	29
Specifications for Attachment to Poles	IV. J.	16
Termination of Authorizations	III. C.	5
Unauthorized Attachment	IV. G.	12
Undertaking of the Licensor	III.	2

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Richard O. Kern, President  
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P.U.C.O. NO. 7  
POLE ATTACHMENT TARIFF

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POLE ATTACHMENTS

I. Application

The regulations, rates and charges specified herein are applicable to all attachments to poles within the operating territory of The Germantown Independent Telephone Company, hereinafter referred to as "the Licensor."

II. Definitions

A. Anchor Rod

A metal rod connected to an anchor and to which a guy strand is attached. Also known as a "die rod".

B. Guy Strand

A metal cable of high tensile strength which is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.

C. Joint Owner

A person, firm or corporation having an ownership interest in a pole and/or anchor rod with Licensor.

D. Joint User

A party who owns poles or anchor rods to which Licensor is extended or may hereafter be extended joint use privileges or to whom Licensor has extended or may hereafter extend joint use privileges of Licensor's poles or anchor rods.

E. Licensee

Any entity to whom Licensor has or hereafter shall extend the privilege of attaching communications facilities to Licensor's poles.

F. Licensee's Communications Facilities

The cables and associated equipment and hardware utilized by Licensee and providing communications services and located between Licensee-provided terminal equipment and/or patron-provided terminal equipment.

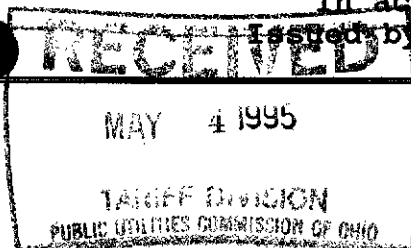
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Richard O. Kern, President  
Germantown, Ohio



P.U.C.O. NO. 7  
POLE ATTACHMENT TARIFF

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POLE ATTACHMENTS

II. Definitions (Cont.)

G. Licensor's Poles

Poles owned by Licensor (in whole or in part), and poles owned by others for which Licensor is responsible for authorizing the attachment of communications facilities.

H. Make-Ready Work

The work required (including field survey, re-arrangement and/or transfer of existing facilities on a pole, replacement of a pole or any other changes) to accommodate the attachment of Licensee's communications facilities on Licensor's pole.

I. Patron

A person, firm or a corporation who receives Licensee's communications service.

J. Pole Attachment

Any item of a Licensee's communications facilities in direct contact with Licensor's poles.

K. Suspension Strand

A metal cable of high tensile strength attached to a pole and used to support communications facilities. Also known as "messenger cable".

III. Undertaking Of The Licensor

A. Scope of Agreement

1. Subject to the provisions of this tariff, the Licensor will issue to Licensee for any lawful communications purpose revocable, non-exclusive licenses authorizing the attachments of Licensee's cables, equipment and facilities to Licensor's poles within the areas serviced by the Licensor.

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MAY 4 1995

PUBLIC UTILITIES COMMISSION OF OHIO

Richard O. Kern, President  
Germantown, Ohio

P.U.C.O. NO. 7  
POLE ATTACHMENT TARIFF

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POLE ATTACHMENTS

III. Undertaking Of The Licensor (Cont.)

A. Scope of Agreement (Cont.)

2. No use, however extended, of Licensor's poles nor payment of any fees or charges required under this tariff shall create or vest in Licensee any ownership or property rights in said poles, the Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to construct, retain, extend, place or maintain any facilities not needed for its own service requirements.
3. It is recognized by the Licensee that the Licensor has heretofore entered into, or may in the future enter into, agreements and arrangements with other parties not covered by this tariff regarding the poles covered by this system. Nothing herein contained shall be construed as a limitation, restriction, or prohibition against Licensor with respect to such other agreements and arrangements. The rights of the Licensee shall at all times be subject to any present or future joint use arrangement between Licensor and any other public utility or government agency.
4. Nothing herein contained shall be construed as a grant of any exclusive license, right or privilege to any Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others, by contract or otherwise, to use any poles covered by this tariff, under the terms and conditions outlined herein.

B. Liability

1. Licensor reserves to itself, its successors and assigns, the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to Licensee for any interruption

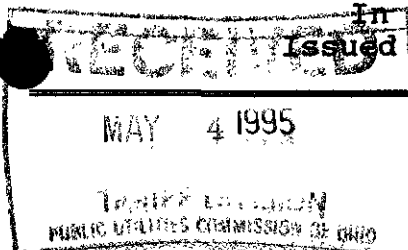
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Germantown, Ohio



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POLE ATTACHMENT TARIFF

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POLE ATTACHMENTS

III. Undertaking Of The Licensor (Cont.)

B. Liability (Cont.)

of Licensee's service or for interference with the operation of Licensee's communications facilities arising in any manner, except from Licensor's sole negligence, out of the use of Licensor's poles.

Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Licensor should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

2. Licensee shall exercise precaution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles and Licensee assumes all responsibility for any and all loss from such damage caused by Licensees, employees, agents or contractors.

Licensee shall make an immediate report to Licensor and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.

3. Licensee shall indemnify, protect and save harmless Licensor from and against any and all claims and demands for damages to property and injury or death to persons, including payments made under any workmen's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of Licensee's communications facilities or by their proximity to the facilities of the parties attached to

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Germantown, Ohio

MAY 4 1995

TARIFF DIVISION  
PUBLIC UTILITIES COMMISSION OF OHIO

P.U.C.O. NO. 7  
POLE ATTACHMENT TARIFF

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POLE ATTACHMENTS

III. Undertaking Of The Licensor (Cont.)

B. Liability (Cont.)

Licensor's poles or by any act of Licensee's employees, agents or contractors on or in the vicinity of Licensor's poles.

4. Licensee shall indemnify, protect and save harmless Licensor from any and all claims and demands of whatever kind arising directly or indirectly from the operation of Licensee's communications 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 manufacture, use and operation of Licensee's communication facilities in combination with Licensor's poles, or otherwise.

C. Termination of Authorizations

1. Upon notice from Licensor to Licensee that Licensor has been advised by governmental authority or private property owners that the use of any pole is not authorized and is objected to by such governmental authority or private property owner, as the case may be or that any pole is to be removed, sold or otherwise disposed of, Licensee shall, if requested by Licensor, remove its cables, equipment and facilities at once from the effected pole or poles.
2. Licensee may at any time remove its facilities from any pole of Licensor, but shall immediately give Licensor written notice of such removal and surrender of license in the format provided by the Licensor. If Licensee surrenders its license but fails to remove its facilities from Licensor's poles, Licensor shall have the right to remove Licensee's facilities

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MAY 4 1995

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PUBLIC UTILITIES COMMISSION OF OHIO

P.U.C.O. NO. 7  
POLE ATTACHMENT TARIFF

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POLE ATTACHMENTS

**III. Undertaking Of The Licensor (Cont.)**

**C. Termination of Authorization (Cont.)**

at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's facilities. In the event that Licensee's cables, equipment and facilities shall be removed from any pole as provided by this section, no attachment shall again be made to such pole unless Licensee shall have first complied with all of the provisions of this tariff as though no such attachment had previously been made.

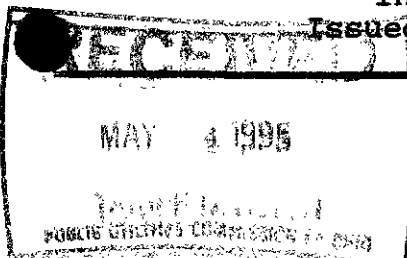
3. Should Licensee for any reason cease to provide its communications services in the area covered by this tariff, then all of Licensee's rights, privileges and authorizations under this tariff, including all licenses issued hereunder, shall automatically terminate.
4. If Licensee shall fail to comply 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 Licensor to correct such default of noncompliance, Licensor may at its option, forthwith terminate this tariff, and all authorizations granted hereunder, or the authorizations covering the poles as to which such default or noncompliance shall have occurred.
5. Licensor shall have the right to forthwith terminate any agreement or license granted under this tariff, without prior notice to Licensee if:
  - a. Licensee's facilities are maintained or used in violation of any law or in aid of any unlawful act or undertaking; or,
  - b. If Licensee defaults under IV.J. of this tariff; or,

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POLE ATTACHMENT TARIFF

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POLE ATTACHMENTS

III. Undertaking Of The Licensor (Cont.)

C. Termination of Authorizations (Cont.)

- c. If Licensee attaches to any of Licensor's poles without having first been issued a license therefor.
6. If the insurance carrier shall at any time notify Licensor that the policy or policies of insurance, required under this tariff, will be cancelled or changed so that the requirements of this tariff will no longer be satisfied, then this tariff terminates upon the effective date of such cancellation or change.
7. In the event of termination of any agreement under this tariff or any of Licensee's rights, privileges or authorizations thereunder, Licensee shall remove its communications facilities from Licensor's poles within six (6) months from the date of termination; provided, however, that Licensee shall be liable and pay all fees pursuant to the terms of this tariff to Licensor until Licensee's facilities are actually removed from Licensor's poles.
8. If Licensee does not remove its communications facilities from Licensor's poles within the applicable time periods specified in this tariff, Licensor shall have the right to remove them at the expense of Licensee and without any liability on the part of Licensor to Licensee therefor; and Licensee shall be liable for and pay all fees pursuant to the terms of this tariff to Licensor until such facilities are actually removed.
9. Termination of an agreement or license issued under this tariff shall not affect Licensee's liabilities and obligations incurred thereunder prior to the effective date of such termination.

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Richard O. Kern, President  
Germantown, Ohio

GERMANTOWN INDEPENDENT  
TELEPHONE COMPANY OF OHIO

P.U.C.O. NO. 7  
POLE ATTACHMENT TARIFF

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POLE ATTACHMENTS

IV. Obligation of Licensee

A. Legal Requirements

1. Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its communications facilities on public and private property at the location of Licensor's poles which Licensee uses.
2. The Licensee and the Licensor 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 parties hereto under this tariff, so long as such laws, ordinances or regulations remain in effect.
3. No authorization granted under this tariff shall extend to any of Licensor's poles where the placement of Licensee's communications facilities would result in a forfeiture of the rights of Licensor or joint users to occupy the property on which such poles are located. If placement of Licensee's communications facilities would result in a forfeiture of the rights of Licensor or joint users, or both, to occupy such property, Licensee agrees to remove its communications facilities forthwith; and Licensee agrees to pay Licensor or joint users, or both, all losses, damages, and costs incurred as a result thereof.

B. Assignment of Rights

1. Licensee shall not assign, transfer or sublet the privileges hereby granted, or sale, lease or otherwise permit the use of its facilities on any pole or poles of Licensor or any part thereof, without prior written consent of Licensor, which consent shall not be unreasonably withheld. However, in any event, Licensee may not apportion any of its rights.

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POLE ATTACHMENT TARIFF

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POLE ATTACHMENTS

IV. Obligation of Licensee (Cont.)

B. Assignment of Rights (Cont.)

2. Subject to the provisions of the above, this tariff shall extend to and bind the successors and assigns of the parties hereto.

C. Construction, Maintenance and Removal of Licensee's Facilities

1. Licensee shall, at its own expense, construct and maintain its communications facilities on Licensor's poles in a safe condition and in a manner acceptable to Licensor, so as not to conflict with the use of the Licensor's poles, nor electrically interfere with Licensor's facilities attached thereon or which may from time to time be placed thereon. Licensee shall, at its own expense, upon notice from the Licensor, relocate or replace its facilities placed on said poles, or transfer them to substituted poles, or perform any other work in connection with said facilities that may be required. The Licensor shall give such notice as is reasonable in the circumstances, provided, however, that in cases of emergency, (the Licensor's judgment as to what constitutes an emergency to be conclusive) the Licensor may arrange to relocate, remove or replace the attachments placed on said poles by the Licensee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required and the maintenance, replacement, removal or relocation of said poles or the facilities thereon or which may be placed thereon, or for the service needs of the company and the Licensee shall reimburse the company for the expense thereby incurred. Licensee's attachments to poles of Licensor as mentioned herein shall be understood to include attachments of Licensee and space reserved to the company, or space which the company has the right to use, on poles of other companies with which the

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POLE ATTACHMENT TARIFF

---

POLE ATTACHMENTS

IV. Obligation of Licensee (Cont.)

C. Construction, Maintenance and Removal of Licensee's Facilities (Cont.)

company now has or may hereafter have agreements for joint use and occupancy; and the use of such space by the Licensee shall be subject to the terms and conditions of the agreements between Licensor and said other companies.

2. Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by Licensee's communications facilities; however such attachments shall be placed on the same side of the pole as Licensor's contacts. Where multiple Licensees' attachments are involved, Licensor will attempt, to the extent practical, to designate the same relative position on each pole for each Licensee's communications facilities.
3. Licensee shall obtain specific written authorization from Licensor before relocating or replacing its communications facilities on Licensor's poles.
4. Licensee, at its expense will remove its communications facilities from any of Licensor's poles within sixty (60) days after termination of the license covering such pole attachment. If Licensee fails to remove its communications facilities within such sixty (60) days, Licensor shall have the right to remove such facilities at Licensee's expense and without any liability on the part of the Licensor for damage or injury to Licensee's facilities.

D. Compliance With Workers' Compensation

The Licensee agrees to comply with and qualify under the Workers' 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 certificates demonstrating such compliance to the company prior to commencement of work.

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POLE ATTACHMENT TARIFF

---

POLE ATTACHMENTS

IV. Obligation of Licensee (Cont.)

E. Insurance

1. Licensee shall carry insurance issued by an insurance carrier satisfactory to Licensor to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such laws, injury or damage as covered in III. B. of this tariff.
2. The amounts of insurance;
  - a. against liability due to damage to properties shall not be less than \$300,000 as to any one occurrence and \$300,000 aggregate; and,
  - b. against the liability due to injury to or death of persons shall not be less than \$300,000 as to any one person and \$300,000 as to any one occurrence.
  - c. Licensee shall also carry such insurance as will protect it from all claims under any workmen's compensation law in effect that may be applicable to it.
  - d. All insurance must be effective before Licensor will authorize Licensee to attach its communications facilities to any pole and shall remain in force until such communications facilities have been removed from all such poles.
  - e. Licensee shall submit to Licensor certificates by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this tariff and that it will not cancel or change any such policy of insurance issued to Licensee except after sixty (60) days written notice to Licensor.

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POLE ATTACHMENT TARIFF

---

POLE ATTACHMENTS

IV. Obligation of Licensee (Cont.)

F. Issuance of Licenses.

1. Before Licensee shall attach to any pole, Licensee shall make application for and have received a revocable, non-exclusive written license therefor in the form provided by the Licensor.
2. Licensee agrees to limit the filing of applications for pole attachment licenses to include not more than 200 poles on any one application and 500 on all applications which are pending approval by Licensor at any one time. Such limitations will apply to Licensor's poles located within a single plant construction district of Licensor. Licensee 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 Licensor at the same time.

G. Unauthorized Attachment.

1. If any of Licensee's communications facilities shall be found attached to Licensor's poles for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this tariff (including termination) or otherwise, may impose a charge and require Licensee to submit in writing, within fifteen (15) days after receipt of written notification from Licensor of the unauthorized attachment, a pole attachment application. If such application is not received by the Licensor within the specified time period Licensee shall remove its unauthorized attachment within fifteen (15) days from the final date for submitting the required application, or Licensor may remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee.
2. For the purpose of determining the applicable charge, absent satisfactory evidence to the contrary, the unauthorized pole attachment shall be treated as having existed for a period of

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POLE ATTACHMENT TARIFF

---

POLE ATTACHMENTS

IV. Obligation of Licensee (Cont.)

G. Unauthorized Attachment (Cont.)

one (1) year prior to its discovery or for the period beginning with the date on which Licensee was initially authorized to attach facilities of the same communications system to poles, whichever period shall be the shorter; and the fees and charges as specified in Section VI, shall be due and payable forthwith whether or not Licensee is permitted to continue the pole attachment.

3. Each application submitted by Licensee shall be accompanied by an application fee payable to Licensor in accordance with the schedule of fees and charges set forth in this tariff.

H. Pole Replacements And Rearrangements

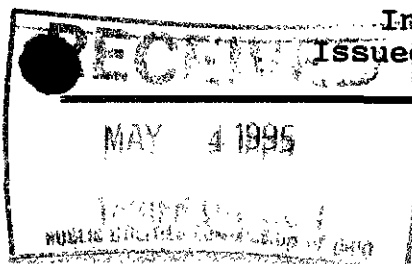
1. In granting or denying a license, Licensor reserves the right to determine whether a grant would adversely affect its common carrier communication services and its ability to meet its duties and obligations with respect thereto, including questions of economy, safety and future needs of Licensor and other joint users. A field survey may be required to make this determination.
- 2.
- a. In the event Licensor determines that any pole or poles of Licensor to which Licensee desires to make attachments is inadequate to support or accommodate the additional facilities of Licensee in accordance with the specifications set forth in this tariff, and if Licensor is willing to replace such poles to permit Licensee's attachments thereto, Licensee agrees to reimburse Licensor in accordance with the terms of this tariff for the cost and expense of replacing such inadequate poles with suitable poles. Or in the event Licensor determines that the attachments Licensee desires to make can be

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POLE ATTACHMENT TARIFF

**POLE ATTACHMENTS**

**IV. Obligation of Licensee (Cont.)**

**H. Pole Replacements And Rearrangements (Cont.)**

accommodated on present poles of Licensors by rearranging or changing the facilities thereon, or by purchasing additional pole space from the other joint owner or owners of the poles, if any, and if Licensors is willing to make such rearrangements, changes or purchases to permit Licensee's attachments thereto, Licensee agrees to reimburse Licensors in accordance with the terms of this tariff for the cost and expense for making such rearrangements, changes or purchases. Licensee 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 Licensee's attachments. Licensee shall not be entitled to reimbursement of any amounts paid to Licensors as aforesaid, by reason of the use by Licensors or other authorized users of said poles of any of the additional pole space so acquired.

- b. Licensors will indicate on the Application and License, the replacements, changes, rearrangements and purchases necessary to accommodate the proposed attachments of Licensee together with the amount to be charged therefor, and return said Application and License to Licensee. If Licensee still desires to make the attachments, it shall return the Application and License marked to so indicate, tendering therewith payment in the amount set forth in the Application and License. Licensors will then endeavor to perform or have performed such work as soon as is practicable upon consideration of Licensors's service requirements, and upon the completion thereof will notify Licensee by return of the Application and License appropriately indicated. Licensee shall not make any attachments until notified in writing by Licensors that

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P.U.C.O. NO. 7  
POLE ATTACHMENT TARIFF

POLE ATTACHMENTS

IV. Obligation of Licensee (Cont.)

H. Pole Replacements And Rearrangements (Cont.)

all such replacements, rearrangements, changes and purchases have been completed. Any guying, strengthening or stepping of poles, required to accommodate Licensee's attachments, shall be provided at the expense of Licensee in accordance with the specifications in this tariff, and to the satisfaction of Licensors.

3. Should Licensors, 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 Licensee's attachments on any of Licensors's poles, Licensee will be notified that it shall either surrender its license for that pole and, at its own expense, vacate the space by removing its attachments, or, in accordance with the preceding Paragraph (2), it shall authorize Licensors to replace the poles at the expense of Licensee, or, if Licensors advises Licensee that Licensee's desired attachments can be accommodated on present poles of Licensors by rearranging or changing Licensors's facilities thereon, or by purchasing additional pole space, Licensee shall authorize Licensors to make such rearrangements, changes or purchases. Licensee shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's attachments. Any Guying, strengthening or stepping of poles will be provided at the expense of Licensee in accordance with the specifications in this tariff, and to the satisfaction of Licensors.
4. When multiple applications, including application of Licensee, are received by the Licensors with respect to any pole which must be replaced or rearranged to provide additional space prior to commencement of the work on that pole, Licensors will endeavor to equitably prorate to the extent that it is practical between Licensee and other applicants for pole

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POLE ATTACHMENT TARIFF

---

POLE ATTACHMENTS

IV. Obligation of Licensee (Cont.)

H. Pole Replacements And Rearrangements (Cont.)

space, the common expenses of engineering, rearrangement and replacement, if any, which result from the processing of multiple applications. Licensee shall be bound by Licensor's determination as to any such proration of costs to Licensee.

I. Licensor's Lien

Should Licensor under any applicable Section of this tariff remove Licensee's communications facilities from Licensor's poles, Licensor will deliver to Licensee the communications facilities so removed upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due Licensor hereunder. Licensor is hereby given a lien on Licensee's communications facilities attached to Licensor's poles or removed therefrom, with power of public or private sale, to cover any amounts due Licensor under the provisions of this tariff. Such liens shall not operate to prevent Licensor from pursuing, at its option, any other remedy in law, equity or otherwise, including any other remedy provided for in this tariff.

J. Specifications For Attachments To Poles

Licensee's cables, equipment and facilities shall be placed and maintained in accordance with the requirements and specifications outlined below and in accordance with the requirements and specifications of Administrative Order No. 72 of the Public Utilities Commission of Ohio, and any amendment or revision of said Order, and in compliance with any other rules or orders now in effect or that may hereafter be issued by the Public Utilities Commission of Ohio or other authority having jurisdiction. Unless different standards are specified therein, the provisions of the National Electrical Code (1968 Edition) and the National Electrical Safety Code (6th Edition), and any amendments thereto or replacements thereof shall be applicable. If any part of Licensee's distribution system is not so placed or maintained, Licensor may upon ten (10) days written notice to Licensee and in

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---

POLE ATTACHMENTS

IV. Obligation of Licensee (Cont.)

J. Specifications For Attachments To Poles (Cont.)

addition to any other remedies Licensor may have, remove Licensee's distribution system from any or all of Licensor's poles, or perform such other work and take such other action in connection with said distribution system that Licensor deems necessary or advisable, at the cost and expense of Licensee and without any liability therefor; provided, however, that when in the judgment of Licensor (such judgment to be conclusive) such a condition may endanger the safety of Licensor's employees or interfere with the performance of Licensor's service obligations, Licensor may take such action without notice to Licensee.

1. General

- a. The Licensee is responsible for the proper design, construction and maintenance of its Attachments. Attachments are limited to Licensee's strand-supported cable, service drops, terminals and necessary appurtenances deemed by Licensor to be suitable for pole mounting.
- b. Any rearrangements of Licensor's facilities or replacement of poles required to accommodate Licensee's Attachments shall be done by Licensor or a contractor authorized by Licensor.
- c. The fees and charges specified in this tariff shall be applicable to all licenses granted to Licensee hereunder, without regard to the methods of attachment used.
- d. Licensee's Attachments shall be plainly identified by appropriate marking satisfactory to Licensor.

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POLE ATTACHMENT TARIFF

---

POLE ATTACHMENTS

IV. Obligation of Licensee (Cont.)

1. General (Cont.)

- e. Licensee'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.
- f. All requirements of the National Electrical Safety Code referred to herein shall mean the Sixth Edition of such code, or any later amendment or replacement thereof, and shall include any additional requirements of any applicable Federal, State, County or Municipal code. References to simply the Safety Code, or to N.E.S.C., have the same meaning.
- g. While many of the standards and, technical requirements for Licensee's cable, equipment facilities are set forth herein, Licensor reserves the right to specify the type of construction required in situations not otherwise covered herein. In such cases, Licensor will in its discretion furnish to Licensee written and/or illustrated materials which will specify and explain the required construction.
- h. All new cable plant installed by a Licensee shall be constructed on a strand that is separate from the Licensor's strand and cable plant.
- i. Licensee may permit a subsequent licensee to attach its cable to the strand and cable of Licensee where it is acceptable to the Licensor. However, Licensee shall continue to be responsible for the payment of all fees and charges specified in Section VI.

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POLE ATTACHMENT TARIFF

---

POLE ATTACHMENTS

IV. Obligation of Licensee (Cont.)

2. Voltage, Power, Electrical Interference

- a. Licensee's Attachments shall not use or carry voltages or currents in excess of the limits prescribed for communications conductors by the National Electrical Safety code (Definition 43). However, all parts of Licensee's Attachments carrying voltages in excess of 50 volts AC (rms) to ground or 135 volts DC to ground, except for momentary signalling or control voltages, shall be enclosed in an effectively grounded sheath or shield. All energized parts of Licensee's Attachments shall be suitably covered to prevent accidental contact by the general public, Licensor's workmen or workmen of another licensee having facilities on the same pole.
- b. Licensor shall determine whether Licensee's Attachments cause or may cause electrical interference with Licensor's communications facilities. Licensee shall, on demand of Licensor, correct immediately at Licensee's expense any such interference including, if necessary, removal of the Attachments causing the interference.
- c. No attachment shall use the earth as the sole conductor for any part of the circuit.
- d. Licensee shall not circumvent Licensor's corrosion mitigation measures (e.g., short circuit insulating joints).

3. Grounding and Bonding

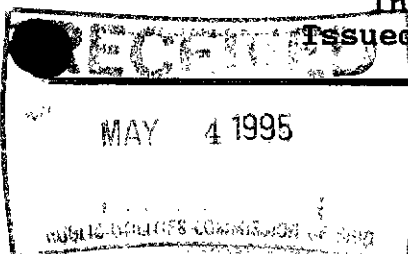
- a. All power supplies shall be grounded. The neutral side of the power drop shall be continuous and not fused. The neutral line shall also be bonded to the power supply cabinet. The cabinet shall be connected to an earth ground at the pole. In areas where a power utility has

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POLE ATTACHMENT TARIFF

---

POLE ATTACHMENTS

IV. Obligation of Licensee (Cont.)

3. Grounding and Bonding (Cont.)

a ground wire running down the pole, the cabinet can be connected to it if the power utility permits. Where a power utility vertical ground wire is not available, the Licensee must provide grounding acceptable to Licensor. All cabinets, housings and metal socket bases on a common pole shall be bonded to each other, to the Licensor's strand and to the Licensee's strand.

- b. Where two or more aerial suspension strands are located on the same pole, the suspension strands shall be bonded together by the Licensee at the first, last and every intermediate tenth poles until the remaining section between bonds is not more than thirteen nor less than four spans. 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.
- c. Where Licensee has been authorized to attach the bond wire to Licensor's strand, the Licensee is responsible for completing the bond. If Licensee is not authorized to attach to Licensor's strand, Licensee shall attach the bonding wire to its strand and leave a sufficient length of wire to allow Licensor to complete the bond. Where the strands of two or more licensees are to be bonded together, the licensee placing the last strand, if authorized to do so by the other licensees, shall make both connections. Where such authorization is not granted by the licensee owning the existing strand, Licensee 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 licensee owning the existing strand shall be responsible for completing the bonding.

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POLE ATTACHMENT TARIFF

---

POLE ATTACHMENTS

IV. Obligation of Licensee (Cont.)

3. Grounding and Bonding (Cont.)

- d. Strands attached to the same bolt do not have to be bonded, provided that the strand is not insulated and metal to metal contact is made between bolt and strand.
- e. Where a licensee's strand leaves a pole which carries other strands supporting communications cables, and Licensee's strand continues to a pole carrying power facilities but no communications facilities of Licensor, Licensee's cable shall be:
  - (1) Bonded to the other communications strands on the pole that it leaves,
  - (2) Bonded to an effective ground, preferably within two spans but not greater than ten (10) spans, after leaving said pole, and
  - (3) Bonded with a No. 6 solid, soft-drawn copper wire. The wire must be attached to the strand with an approved clamp, such as a lashing wire clamp, designated for attachment to each specific size of strand involved (for example, Chance Lasing Wire clamp, Catalog Number 9000, or equivalent).
- f. Strands supporting drop wire shall be bonded to the cable suspension strand.

4. Clearances

- a. Licensee's Attachments are subject to the same clearances as communications facilities and shall meet all of the pertinent clearance requirements of the Safety Code.

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POLE ATTACHMENTS

IV. Obligation of Licensee (Cont.)

4. Clearances (Cont.)

Safety Code rules covering the most commonly encountered conditions are listed below.

NESC 6th Edition  
General Rule

- |  |        |
|--|--------|
| (1) Vertical clearance on poles jointly occupied by communication facilities and power facilities.   | 238    |
| (2) Mid-span clearances between communication facilities and power facilities.   | 238    |
| (3) Crossing clearances of facilities carried on different supports.   |        |
| (4) Clearances from street light brackets and associated wiring.   | 238E-3 |
| (5) Clearances of conductors from another line.  | 234    |
| (6) Clearances of vertical and lateral conductors from other wires and surfaces on the same support.   | 239    |
| (7) Clearances in any direction from line conductors and supports, and to vertical or lateral conductors, span or guy wires, attached to the same support. | 235A-3 |

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---

POLE ATTACHMENTS

IV. Obligation of Licensee (Cont.)

4. Clearances (Cont.)

(8) Vertical clearance of wires above 232  
ground or rails.

5. Location and Spacing

- a. Licensor shall specify the location of Licensee's Attachments on each pole, including the location of Licensee's riser cables; cable arms shall not be used in lieu of any additional pole height that may be required. However, such attachments shall be placed on the same side of the pole as Licensor's contacts.
- b. The minimum vertical separation between Licensee's suspension strand and Licensor'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 the strands will be twelve (12) inches or more. Separation between the bolt holes shall in any event be at least four (4) inches. Licensee's suspension strand and cable shall be located above Licensor's facilities unless Licensor permits otherwise. The minimum span separation shall not be less than the separation at the pole.
- c. The minimum separation between Licensee's and Licensor's suspension strands specified herein also applies between Licensee's strand and the suspension strand of another licensee, and between two or more strands of Licensee; provided, however, that Licensee may agree with another licensee to reduce the separation between their respective strands. Separation between the bolt holes must in any event be at least four (4) inches.

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POLE ATTACHMENT TARIFF

---

POLE ATTACHMENTS

IV. Obligation of Licensee (Cont.)

5. Location and Spacing (Cont.)

- d. Where Licensee's strand is above Licensor's strand, Licensee's strand-mounted equipment housings and cable drop loops shall be placed at least six (6) inches above Licensor's facilities.
- e. Power supply cabinets and other pole-mounted equipment shall not be permitted below Licensor's facilities on a pole where any of the following are present:
  - 1. Underground riser cable or pipe.
  - 2. Cross-connecting terminal.
  - 3. Pole-mounted distribution terminal.
  - 4. Pole-mounted closure.
  - 5. Apparatus case.
  - 6. Air dryer.
  - 7. Other equipment of a size that would impair climbing or working space if an additional pole-mounted facility were installed.
- f. Licensee shall be required to place all of its Attachments, including amplifiers, power supplies, terminals, splitters and taps, so as not to interfere with climbing space, as defined in the National Electrical Safety Code (Rule 236).
- g. Where by mutual agreement with the power utility, attachment of cables to both sides of the pole is permitted, two licensees may employ a common through bolt

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POLE ATTACHMENTS

IV. Obligation of Licensee (Cont.)

5. Location and Spacing (Cont.)

provided one licensee accepts, in writing, the responsibility for maintaining the bolt. N.E.S.C. climbing space requirements must be maintained by all parties.

- h. Licensee shall not attach its facilities, except the termination of the bond wire when authorized, to Licensor's strand or suspension bolt.
- i. Through bolts may not be placed less than 10 inches from the top of the pole.

6. Loading

- a. The Licensee shall furnish to Licensor as a part of its application for authorization the details as to the ultimate strength, tension at 60°F, and maximum tension in its suspension strand or conductor under the applicable storm loading specifications in the Code.
- b. Licensee shall furnish to Licensor as a part of its application for authorization, 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 (Rule 251) or appropriate local code for the loading area concerned. N.E.S.C. Rule 250 covers the degree of loading (light, medium, heavy) appropriate in different sections of the country. Where any governmental authority designates a heavier degree of loading than the N.E.S.C., the local requirements shall govern.
- c. Licensee may lash its cable to the strand of another licensee, where this is acceptable to all other licensees

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Germantown, Ohio



P.U.C.O. NO. 7  
POLE ATTACHMENT TARIFF

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POLE ATTACHMENTS

IV. Obligation of Licensee (Cont.)

6. Loading (Cont.)

involved and to Licensor. Maximum tension of Licensee's strand shall not exceed 60% of the breaking strength under applicable storm loading, as defined by the National Electrical Safety Code (Rule 251). Where any governmental authority designates a heavier degree of loading than the N.E.S.C., the local requirements shall govern.

7. Guying and Stepping

- a. Guying will be required on poles where the total unbalanced load, including the tension due to Licensee's Attachments under the appropriate storm loading prescribed by the National Electrical Safety Code (Rule 261(c)), 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 Licensor, to withstand the additional load.
- b. 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 262C). On poles supporting communications facilities only, guying shall be in compliance with Grade C construction requirements of the Code.
- c. Guy guards shall be installed in compliance with N.E.S.C. Rule 282E (Supplement 1).

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POLE ATTACHMENTS

IV. Obligation of Licensee (Cont.)

7. Guying and Stepping (Cont.)

- d. Licensee may attach its guy to Licensor's anchor rods where Licensor specifically authorizes it in writing.
- e. The Licensee will pay the annual rental charge set forth in VI.A. for attachment of his guy to the Licensor's anchor.
- f. When the Licensor and/or others have to transfer their guys from an existing anchor to a new anchor to accommodate the guy of a licensee, the Licensee shall reimburse Licensor as well as others for their costs and expenses incurred to perform the necessary transfer work, as well as the cost of replacing the new anchor.
- g. Should it become necessary for the Licensor to replace or relocate an anchor to which the Licensee is attached, the Licensee shall be responsible for the transfer of his own equipment, and if Licensor replaces the anchor to provide added strength for Licensor's requirements, the anchor shall be replaced by Licensor at Licensee's expense if the existing anchor rod would support Licensor's Attachments without regard to Licensee's guy.
- h. More than one licensee may use a common guy to sustain their combined load.
- i. Guys shall be insulated or grounded as specified in the Safety Code (Rules 282 and 283). Licensee's guys shall not short circuit Licensor's guy insulators.
- j. Material used for guys shall be compatible from a corrosion standpoint with the hardware to which it is attached.

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POLE ATTACHMENTS

IV. Obligation of Licensee (Cont.)

7. Guying and Stepping (Cont.)

- k. Where Licensor determines that because of Licensee's activity on a pole, the pole must be stepped, Licensor will have the pole stepped at Licensee's expense. Licensor 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.

8. Emergency Conditions

- a. In cases of emergency:

- (1) Licensor's work shall take precedence over any and all operations of Licensee on Licensor's pole line,
- (2) Licensor may rearrange Licensee's cable, equipment and facilities at the expense of the Licensee.

K. Failure to Enforce

Failure of Licensor to enforce or insist upon compliance with any of the terms or conditions of this tariff or to give notice or declare any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this tariff, but the same shall be and remain at all times in full force and effect.

V. Inspection Of Licensee's Communications Facilities

1. Licensor reserves the right to make periodic inspections of any part of Licensee's communications facilities, including guying, attached to Licensor's poles and Licensee shall reimburse Licensor for the expense of such inspections.

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POLE ATTACHMENT TARIFF

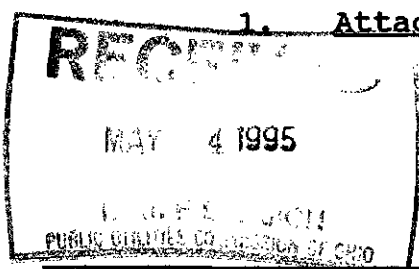
POLE ATTACHMENTS

V. Inspection Of Licensee's Communications Facilities (Cont.)

2. The frequency and extent of such inspections by Licensor would depend primarily upon Licensee's performance in relation to the requirements of [IV.F. and IV.J.) herein.
3. Licensor will give Licensee advance written notice of such inspections except in those instances where, in the sole judgment of Licensor, safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to Licensee.
4. The making of periodic inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this tariff.
5. Any charge imposed by Licensor for such inspections shall be in addition to any other sums due and payable by Licensee under this tariff. No act or failure to act by Licensor with regard to said charge or any unlicensed use by Licensee shall be deemed as a ratification or the licensing of the unlicensed use; and if any license should subsequently be issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this tariff or otherwise.

VI. Rates And Charges

A. Recurring Charges

1. <u>Attachment Fees</u>	<u>Per Pole Per Annum</u>	<u>Per Anchor Per Annum</u>
	\$2.25	\$2.25

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P.U.C.O. NO. 7  
POLE ATTACHMENT TARIFF

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POLE ATTACHMENTS

VI. Rates And Charges (Cont.)

A. Recurring Charges (Cont.)

2. Computation

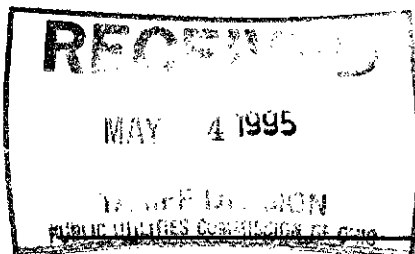
For the purpose of computing the total pole and anchor attachment fees due hereunder, the total fee shall be based upon the number of poles and anchors to which attachments are actually made, on December 31 of the preceding year. For the period ending December 31 of each calendar year in which the initial attachment is made to any pole and any anchor hereunder, Licensee shall pay to Licensor an attachment 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 calendar year.

3. Payment Date

Attachment fees shall be due and payable annually, in advance, on the 31st day of January of each year. Failure to pay such fees within twenty (20) days after presentment of the bill therefor or on the specified payment date, whichever is later, shall constitute default under this tariff.

4. Termination of License

Upon termination or surrender of a license granted hereunder, no refund of any attachment fee shall be made; provided, however, that in case of any termination of any authorization pursuant to the provisions of III.C. of this tariff, a proportionate refund of the applicable prepaid annual attachment fee shall be made.



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P.U.C.O. NO. 7  
POLE ATTACHMENT TARIFF

POLE ATTACHMENTS

VI. Rates And Charges (Cont.)

B. Nonrecurring Charges

1. Application Fee \$100.00

2. Other Charges

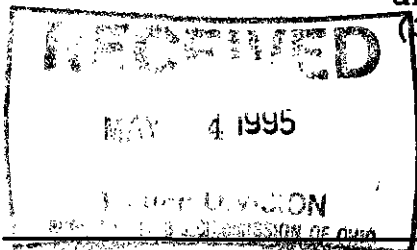
a. Computation

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

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

b. Payment Date

All bills for such other charges for work performed by Licensor shall be payable upon presentment to Licensee, and shall be deemed delinquent if not paid within thirty (30) days after presentment to Licensee.



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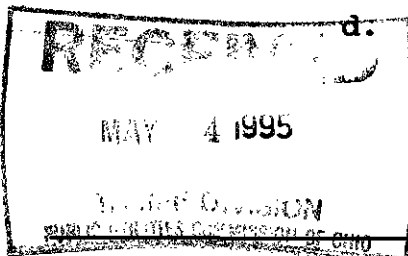
POLE ATTACHMENTS

VI. Rates And Charges (Cont.)

B. Nonrecurring Charges (Cont.)

3. Advance Payment

- a. Licensee shall make an advance payment to the Licensor prior to:
  - (1) Any undertaking by Licensor of the required field survey (see IV.H.1.) in an amount specified by Licensor sufficient to cover the estimated cost to be incurred by Licensor to complete said survey;
  - (2) Any performance by Licensor of any make-ready work required in an amount specified by Licensor sufficient to cover the estimated cost to be incurred by Licensor to complete the required make-ready work.
- b. The amount of the advance payment required will be credited against the full cost to Licensor for performing such work or having such work performed by others plus an amount equal to ten percent (10%) of Licensor's full cost.
- c. If advance payment made by Licensee to Licensor for field survey or make-ready work is less than the full cost to Licensor for such work, Licensee agrees to pay Licensor all sums due to excess of the amount of the advance payment.
- d. If the advance payment by Licensee to Licensor for field survey or make-ready work exceeds the full cost to Licensor for such work, Licensor shall refund the difference to Licensee.



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Richard O. Kern, President  
Germantown, Ohio

# **EXHIBIT B**

**(Proposed Tariff Sheets)**



**THE GERMANTOWN INDEPENDENT TELEPHONE COMPANY**  
**D/B/A FAIRPOINT COMMUNICATIONS**  
**POLE ATTACHMENT AND CONDUIT OCCUPANCY TARIFF**  
**P.U.C.O. NO. 10**

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**POLE ATTACHMENT AND CONDUIT OCCUPANCY TARIFF**

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

<b><u>Section</u></b>	<b><u>Revision</u></b>	<b><u>Sheet</u></b>
Title Sheet	Original	1
Checklist	Original	1
Table of Contents	Original	1
1	Original	1
1	Original	2
1	Original	3

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**POLE ATTACHMENT AND CONDUIT OCCUPANCY TARIFF**

<b><u>Table of Contents</u></b>	<b><u>Section</u></b>	<b><u>Sheet</u></b>
Terms and Conditions	1	1
Restrictions on Access	1	1
Limitation on Liability	1	1
Indemnification	1	2
Assurance of Payment and Insurance	1	2, 3
Rates	1	3
Payment Terms	1	3

## **1. POLE ATTACHMENTS AND CONDUIT OCCUPANCY**

### **A. Terms and Conditions**

1. This tariff shall apply to all parties, including affiliates of the Attaching Entity, which attach to The Germantown Independent Telephone Company d/b/a FairPoint Communications (referred to as "Company") poles and occupy conduit, except those parties that attach to the Company's poles and occupy conduit pursuant to a separate agreement.
2. The services in this tariff will be provided in accordance with Chapter 4901:1-3 of the Ohio Administrative Code.
3. Should any phrase, sentence, paragraph or section of this Rate Schedule be held to contravene any part of Chapter 4901:1-3, only that portion of this Rate Schedule which so contravenes the Rule, and not the entire Rate Schedule, shall be suspended until modified so as to comply with the requirements of Chapter 4901:1-3.

### **B. Restrictions on Access**

1. Access to poles and conduit owned by the Company is restricted to Attaching Entities (as that term is defined in Ohio Revised Code Chapter 4901:1-3) in accordance with the provisions and definitions of Public Utilities Commission Chapter 4901:1-3.
2. The Company may deny an Attaching Entity access to its poles and conduits, on a nondiscriminatory basis where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes.

### **C. Limitation on Liability**

1. The Company reserves to itself the right to locate and maintain its poles and conduit to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. Except in the event of the Company's gross negligence or willful default, the Company shall not be liable to the Attaching Entity for any interruption of or interference with the operation of the Attaching Entity's services arising in any manner out of the use of the Company's poles and conduit. The Company shall make an immediate report to the Attaching Entity of the occurrence of any damage to the Attaching Entity's facilities.

**POLE ATTACHMENTS AND CONDUIT OCCUPANCY** (Continued)

D. Indemnification

1. Except as may be caused by the negligence of the party seeking indemnification, the Attaching Entity and the Company shall each defend, indemnify and save harmless the other against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses (including reasonable attorney's fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against the party seeking indemnification by reason of (a) any work done upon the poles and conduit or any part thereof by the indemnifying party or any of its agents, contractors, servants, or employees, or (b) any use or occupation of said poles and conduit or any part thereof by the indemnifying party, or (c) any act or omission on the part of the indemnifying party or any of its agents, contractors, servants, or employees, for which the Company may be found liable.
2. The Attaching Entity shall indemnify, save harmless and defend the Company from any and all claims and demands of whatever kind which arise directly or indirectly from the operations of the Attaching Entity's attachments, including, without limitation, taxes, special charges by others, claims and demands for damages or loss due to infringement of copyright, libel, slander, unauthorized use of television broadcast programs, or unauthorized use of other program material. The Attaching Entity shall also hold the Company harmless against all claims and demands for infringement of patents with respect to the manufacture, use and operation of the Attaching Entity's attachments to the Company's poles or occupied conduit.

E. Assurance of Payment and Insurance

1. The Attaching Entity shall provide to the Company a performance bond in the amount of Fifteen Thousand Dollars (\$15,000). The purpose of the bond is to insure the Attaching Entity's performance of all of its obligations and any License issued hereunder and for the payment by the Attaching Entity of any claims, liens, taxes, liquidated damages, penalties and fees due to Company which arise by reason of the construction, operation, maintenance or removal of The Attaching Entity's Facilities on or about Company's Poles and Conduits.
2. The Attaching Entity shall obtain and maintain insurance, including endorsements insuring the contractual liability and indemnification provisions of this License Agreement, issued by an insurance carrier licensed to do business in the state in which The Attaching Entity's Facilities are to be located and having an A.M. Best Company rating of A minus or better, and reasonably satisfactory to the Company to protect the Company, other authorized Attaching Entities, municipal and governmental authorities and Joint Users from and against all claims, demands, causes of action, judgments, costs, including reasonable attorneys' 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 by any License issued hereunder.

**POLE ATTACHMENTS AND CONDUIT OCCUPANCY (Continued)**

E. Assurance of Payment and Insurance (cont'd)

3. License shall maintain the following amounts of insurance, Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Umbrella or Excess Liability Insurance with limits of not less than \$10,000,000 per occurrence and in the aggregate. Workers Compensation Insurance in statutory amounts and Employers Liability Insurance in the amount \$1,000,000 per accident. Automobile Liability insurance covering any auto with combined single limits of \$1,000,000.
4. All insurance must be effective before the Attaching Entity attaches to any pole or occupies any conduit and shall remain in force until such attachments have been removed from all such poles.
5. The Attaching Entity's property insurance policy shall contain a waiver-of subrogation clause running to the Company. This must be reflected on the certificate of insurance provided by the Attaching Entity. Such policy shall be the primary remedy for all losses covered by the policy.

F. Rates

1. The rate provided below entitles a customer to attach to the poles and occupy conduit in all of the Company's franchise area. The Attachment Fee applies per pole, per year for each one foot of space occupied by Attaching Party's Attachments. The conduit rate applies to each foot of conduit occupied.
  - \$1.05 for all pole attachments
  - \$0.27 per foot of conduit occupied
2. Field survey or inspection: Actual costs and expenses.
3. Make-ready work: Actual costs and expenses.
4. Labor: Actual costs and expenses.
5. Contractors: Actual costs and expenses.

G. Payment Terms

1. Attachment and occupancy fees are payable annually in advance. Fees are calculated on the number of attachments and feet of conduit occupied.
2. All fees and charges are due and payable 30 days after presentation of an invoice. Late payments will be assessed a late payment charge of 1.5% per month on all unpaid balances concurring on the date due and payable.

## **EXHIBIT C**

### **(Description of Changes)**

Pursuant to the Commission's Finding and Order in Case No. 13-579-AU-ORD, The Germantown Independent Telephone Company d/b/a FairPoint Communications is establishing a Pole Attachment and Conduit Occupancy tariff, including the applicable calculations for the establishment of new rates.

## **EXHIBIT D**

### **(Pole Attachment and Conduit Occupancy Calculations)**

Pursuant to the Commission's July 30, 2014 Finding and Order in Case No. 13-579-AU-ORD, Germantown Independent Telephone Company d/b/a FairPoint Communications submits the attached calculation spreadsheets, to determine Pole Attachment and Conduit Occupancy rates, if applicable.



Germantown

POLE AND CONDUIT RENTAL CALCULATION INFORMATION  
Financial Information

1 Telecommunications Plant-in-Service	\$ 10,128,273
2 Gross Investment - Poles	83,685
3 Gross Investment - Conduit	1,755,397
4 Accumulated Depreciation - Total Plant-in-Service	8,331,614
5 Accumulated Depreciation - Poles	83,685
6 Accumulated Depreciation - Conduit	668,728
7 Depreciation Rate - Poles	4.55%
8 Depreciation Rate - Conduit	1.82%
9 Net Current Deferred Operating Income Taxes - Poles	-
10 Net Current Deferred Operating Income Taxes - Conduit	-
11 Net Current Deferred Operating Income Taxes - Total	-
12 Net Non-current Deferred Operating Income Taxes - Poles	-
13 Net Non-current Deferred Operating Income Taxes - Conduit	-
14 Net Non-current Deferred Operating Income Taxes - Total	-
15 Pole Maintenance Expense	-
16 Pole Rental Expense	8,637
17 Pole Expense (15) + (16)	8,637
18 Conduit Maintenance Expense	-
19 Conduit Rental Expense	-
20 Conduit Expense (18) + (19)	-
21 General & Administrative Expense	241,371
22 Operating Taxes	\$ 167,145
Operational Data (Actual)	
23 Equivalent Number of Poles	806
24 Conduit System Trench Kilometers	72.00
25 Conduit System Duct Kilometers	106.00
26 Number of inner-ducts <b>(if no inner-ducts enter 2)</b>	2

### **Maximum Pole Attachment Charge**

\$	98.64	Gross Cost of a Bare Pole
	7.4074%	Space Factor
	14.35%	Carrying Charge Rate
<hr/>		
\$	1.05	<b>Maximum Pole Attachment Charge per annum</b>

### **Gross cost of a bare pole**

\$	83,685	Gross Investment Poles
	0.95	Factor to remove investment in crossbars, etc.
<hr/>		
\$	79,501	Gross investment in <u>bare</u> poles
	806	Number of Poles
<hr/>		
\$	98.64	<b>Gross cost of a bare pole</b>

### **Space Factor**

	37.5	average pole height (feet)*
	24	unusable space*
<hr/>		
	13.5	usable space
	1	space occupied by attachment (feet)
	7.4074%	<b>Space Factor</b> (space occupied/usable space)

\*Avg pole height and unusable space are rebuttable presumptions

### **Net Investment in Bare Poles**

\$	83,685	Gross Investment Poles
	83,685	(less ) Accumulated depreciation Poles
	-	(less) Net Current Deferred Operating Income Taxes-Poles
	-	(less) Net Non-Current Deferred Operating Income Taxes-Poles
<hr/>		
\$	-	Net Pole Investment
	0.95	Factor to remove investment in crossbars, etc.
<hr/>		
\$	-	Net investment in <u>bare</u> poles

<u>Carrying Charge Rate</u>	
10.32%	Maintenance Factor
2.38%	General and Administrative Factor
0.00%	Depreciation Factor
1.65%	Taxes Factor
0.00%	Cost of Capital Factor
14.35%	Carrying Charge Rate
<u>Maintenance Factor</u>	
\$ -	Pole Maintenance Expense
8,637	Pole Rental Expense
8,637	
\$ 83,685	Gross Investment Poles
10.32%	Maintenance Factor
<u>General and Administrative Factor</u>	
\$ 241,371	General and Administrative Expense
10,128,273	Total Plant in Service
2.38%	General and Adm. Factor (G&A expense/Net TPIS)
<u>Depreciation Factor</u>	
4.55%	Depreciation Rate-Poles
0	Fully Depreciated? Yes = 0, No=1
0.00%	Depreciation Factor
<u>Taxes Factor</u>	
\$ 167,145	Operating Taxes
\$ 10,128,273	Total Plant in Service
1.65%	Taxes Factor
<u>Cost of Capital Factor</u>	
10.00%	SLEC default Cost of Capital per Entry
-	Net Investment in Poles
83,685	Gross Investment in Poles
0.00%	Cost of Capital Factor

106,000 System duct Length in meters  
2 Number of Inner Ducts

\$ 1,086,669 Net conduit Investment

16.97% Carrying Charge-Conduit

\$ 0.87 Maximum Rate Per Linear Meter

\$ 0.27 Maximum Rate Per Linear Foot

**Net Conduit Investment**

\$ 1,755,397 Gross Investment Conduit

668,728 (less ) Accumulated depreciation Conduit

- (less) Net Current Deferred Operating Income Taxes-Conduit

- (less) Net Non-Current Deferred Operating Income Taxes-Conduit

---

\$ 1,086,669 **Net Conduit Investment**

Carrying Charge Rate - Conduit

0.00% Maintenance Factor  
2.38% General and Administrative Factor  
2.94% Depreciation Factor  
1.65% Taxes Factor  
10.00% Cost of Capital Factor  
16.97% Carrying Charge Rate

Maintenance Factor

\$ - Conduit Maintenance Expense  
- Conduit Rental Expense  
-

\$ 1,086,669 Net Conduit Investment

0.00% Maintenance Factor

General and Administrative Factor

2.38% General and Adm. Factor (G&A expense/Net TPIS)

Depreciation Factor

1.82% Depreciation Rate-Conduit

\$ 1,755,397 Gross Conduit Investment

\$ 1,086,669 Net Conduit Investment

1.62 Gross Conduit Investment/Net conduit Investment

2.94% Depreciation Factor

Taxes Factor

1.65% Taxes Factor

Cost of Capital Factor

10.00% SLEC default Cost of Capital per Entry

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**5/15/2015 3:03:49 PM**

**in**

**Case No(s). 15-0967-TP-ATA**

Summary: Tariff In the Matter of the Application of The Germantown Telephone Company d/b/ a FairPoint Communications to Establish a Pole Attachment and Conduit Occupancy Tariff electronically filed by Mrs. Beth Westman on behalf of Germantown Telephone Company d/b/ a FairPoint Communications