

*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 Orwell Telephone )  
Company d/b/a FairPoint Communications to Establish a )  
Pole Attachment and Conduit Occupancy Tariff )  
 )

TRF Docket No. 90- 0968-TP-TRF

Case No. 15 - **5033** - **TP** - ATA

NOTE: Unless you have reserved a Case #, leave the "Case No" fields  
BLANK.

Name of Registrant(s) The Orwell Telephone Company  
DBA(s) of Registrant(s) FairPoint Communications  
Address of Registrant(s) 70 S. Maple Street, PO Box 337; Orwell, OH 44076-0337  
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 Orwell 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)

Orwell, 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)**

THE ORWELL TELEPHONE COMPANY  
d/b/a FAIRPOINT COMMUNICATIONS

SECTION NO. 1  
First Revised Title Sheet (T)  
Replaces Original Title Sheet

P. U. C. O. NO. 9  
POLE ATTACHMENT TARIFF

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THE ORWELL TELEPHONE COMPANY  
d/b/a FAIRPOINT COMMUNICATIONS

(T)

POLE ATTACHMENT TARIFF

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ISSUED: February 9, 2007

EFFECTIVE: April 24, 2007

In Accordance with Case No. 07-140-TP-ACN  
Issued by the Public Utilities Commission of Ohio  
Susan L. Sowell, Vice President  
Orwell, Ohio

THE ORWELL TELEPHONE COMPANY  
Orwell, Ohio

SECTION NO. 1  
Original Index Sheet

P. U. C. O. NO. 9  
POLE ATTACHMENT TARIFF

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TARIFF INDEX

SECTION ONE

Schedule of Principle Rates; Scope of Tariff

SECTION TWO

Rules and Regulations

SECTION THREE

Requirements and Specifications

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Issued: January 16, 2002

Effective: March, 4 2002

In Accordance with Case No. 02-144-TP-ATA  
By the Public Utilities Commission of Ohio  
Jane Valik, President  
Orwell, Ohio

THE ORWELL TELEPHONE COMPANY  
Orwell, Ohio

SECTION NO. 1  
Original Sheet 1

P.U.C.O. No. 9  
POLE ATTACHMENT TARIFF

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SECTION ONE

SCHEDULE OF PRINCIPLE RATES

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

Attachment Fee:       \$3.80 per pole per annum  
                              \$7.00 per anchor attachment per annum

SCOPE OF TARIFF

This tariff shall apply to all parties, including affiliates of the Company, that attach to the Company's poles, except those parties that attach to the Company's poles pursuant to a separate agreement approved by the Public Utilities Commission of Ohio.

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Issued: January 16, 2002

Effective: March, 4 2002

In Accordance with Case No. 02-144-TP-ATA  
By the Public Utilities Commission of Ohio  
Jane Valik, President  
Orwell, Ohio



P.U.C.O. No. 9  
POLE ATTACHMENT TARIFF

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SECTION TWO INDEX

RULES AND REGULATIONS

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P.U.C.O. No. 9  
POLE ATTACHMENT TARIFF

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SECTION TWO

RULES AND REGULATIONS

Paragraph 1.

DEFINITIONS

Sub-Paragraph 1. Definitions

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

Company - The Orwell Telephone Company

Customer - an entity having Attachments or proposing to make Attachments pursuant to this tariff.

Day - Unless otherwise indicated, 'day' or 'days' shall mean calendar days. If the last day on which an act is to be completed under this tariff falls on a Saturday, Sunday, or legal holiday, the last day shall be the following day which is not a Saturday, Sunday, or legal holiday. Legal holidays for purposes of this definition are Christmas Day, New Years Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, and Thanksgiving.

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

Sub-Paragraph 2. Application and/or Termination Notice

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

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Issued: January 16, 2002

Effective: March 4, 2002

In Accordance with Case No. 02-144-TP-ATA  
By the Public Utilities Commission of Ohio  
Jane Valik, President  
Orwell, Ohio

P.U.C.O. No. 9  
POLE ATTACHMENT TARIFF

---

Paragraph 2.

OBLIGATIONS AND LIABILITIES OF TELEPHONE COMPANY

Sub-Paragraph 1. Availability of Facilities

Subject to the provisions of this Tariff, the Company will issue to the Customer for any lawful communication purpose revocable, nonexclusive, rights, upon approval of an application authorizing the attachments of the Customers cable, equipment and facilities to the Company's poles.

The Company shall not reserve excess capacity for its own future needs when allocating pole, duct, or conduit space to competitors. Access to the Company's poles will only be denied on the basis of safety, reliability or engineering reasons.

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

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Issued: January 16, 2002

Effective: March 4, 2002

In Accordance with Case No. 02-144-TP-ATA  
By the Public Utilities Commission of Ohio  
Jane Valik, President  
Orwell, Ohio

THE ORWELL TELEPHONE COMPANY  
Orwell, Ohio

SECTION NO. 2  
Original Sheet 3

P.U.C.O. No. 9  
POLE ATTACHMENT TARIFF

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**THE ORWELL TELEPHONE COMPANY**

Pole Attachment Application  
(Submit in Duplicate)

Application No. \_\_\_\_\_

Date \_\_\_\_\_

City and State \_\_\_\_\_

In accordance with the terms and conditions of The Orwell Telephone Company's Tariff, approved by the Public Utilities Commission of Ohio, effective \_\_\_\_\_, 20\_\_\_\_, with any subsequent revisions, application is hereby made to make attachments to the poles shown opposite items 1 through \_\_\_\_\_ on the supplement attached to this application.

The customer hereby agrees to pay the cost incurred by the Company in determining if the above specified facilities of the customer can be attached to the poles to which the Customer requests attachment or use in accordance with Section No. 2 of the Company's Tariff. The Company will provide the Customer with reasonable notice as to the date of the field survey and shall permit the Customer to accompany the Company on such field survey.

\_\_\_\_\_  
(Name of Customer)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Issued: January 16, 2002

Effective: March 4, 2002

In Accordance with Case No. 02-144-TP-ATA  
By the Public Utilities Commission of Ohio  
Jane Valik, President  
Orwell, Ohio

P.U.C.O. No. 9  
POLE ATTACHMENT TARIFF

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**THE ORWELL TELEPHONE COMPANY**

**Pole Attachment Application (Cont.)**

Pole Attachment Application No. \_\_\_\_\_

Approval is hereby granted to make the attachments shown opposite items 1 through \_\_\_\_\_ on the supplement to this application. Subject to acceptance by the customer of the obligation to pay its proportionate share of the cost of the replacement of poles, charges, and rearrangements of facilities on poles and purchases shown opposite items 1 through \_\_\_\_\_ on the supplement to this application. These costs shall be borne proportionately by all parties that obtain access to the Company's facilities as a result of the modification(s) set forth in the supplement to this application, and by all parties that directly benefit from said modification.

The Company estimates that it will take approximately \_\_\_\_\_ weeks to make the poles ready for attachment.

THE ORWELL TELEPHONE COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ accepts obligation to pay its proportionate share of  
(Name of Customer)  
the cost of pole replacements, charges and rearrangements of facilities of poles and purchases shown opposite items 1 through \_\_\_\_\_ on the supplement to this application.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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Issued: January 16, 2002

Effective: March 4, 2002

In Accordance with Case No. 02-144-TP-ATA  
By the Public Utilities Commission of Ohio  
Jane Valik, President  
Orwell, Ohio

P.U.C.O. No. 9  
POLE ATTACHMENT TARIFF

Pole Attachment Application

Page \_\_\_\_\_ of \_\_\_\_\_

**Supplement**

	POLE NO.	LOCATION	ATTACHMENTS	WORK DESCRIPTION	COST	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						

Issued: January 16, 2002

Effective: March 4, 2002

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By the Public Utilities Commission of Ohio  
Jane Valik, President  
Orwell, Ohio

THE ORWELL TELEPHONE COMPANY  
Orwell, Ohio

SECTION NO. 2  
Original Sheet 6

P.U.C.O. No. 9  
POLE ATTACHMENT TARIFF

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THE ORWELL TELEPHONE COMPANY

NOTIFICATION OF TERMINATION  
OF POLE USAGE BY CUSTOMER

Notification No. \_\_\_\_\_

Date \_\_\_\_\_

City and State \_\_\_\_\_

In accordance with the terms and conditions of the Company's Tariff, notice is hereby given that the pole attachment service covering attachments to The Orwell Telephone Company's outside plant structure, as shown on the attached sketch, is terminated.

\_\_\_\_\_  
(Name of Customer)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Date Termination Notice Received \_\_\_\_\_

THE ORWELL TELEPHONE COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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Issued: January 16, 2002

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P.U.C.O. No. 9  
POLE ATTACHMENT TARIFF

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

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

When the Company receives an application, it will immediately record the date and time of receipt of the application. Applications will be processed and access to poles, ducts, conduits and right-of-way will be allocated on a first-come, first-served basis.

Sub-Paragraph 2. Inspection of Installations

The Company, because of its service obligations to the public, reserves the right to inspect each new installation of, or work operation upon, the Customer's distribution system on the Company's poles or within the area around the Company's lines or appliances and to make periodic inspections semi-annually or more often as plant conditions may warrant. The Customer shall, on demand, reimburse the Company for the expense of any inspection necessitated by the Customer violating any provision of this tariff or any statute, rule or regulation.

Sub-Paragraph 3. Liabilities of the Company

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

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

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P.U.C.O. No. 9  
POLE ATTACHMENT TARIFF

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Sub-Paragraph 4. Obligations of the Company

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

The Company shall give such notice as is reasonable in the circumstances, provided, however, that in cases of emergency, (the Company's judgment as to what constitutes an emergency to be conclusive) the Company may arrange to relocate, remove or replace the attachments placed on said poles by the Customer, transfer them to substituted poles or perform any other work in connection with said facilities that may be required of said poles or the facilities thereon or which may be placed thereon, or for the service needs of the Company, and the Customer shall reimburse the Company for the expenses incurred. The Company shall consider a situation an emergency when, in the estimation of the Company, delay in relocating, removing or replacing the attachments would pose an imminent threat of harm to person or property, or would result in a new or continued violation of any applicable statute, ordinance, rule, regulation, order or decree, or would result in an interruption of utility service. When, as a result of an emergency, the Company cannot give the Customer prior written notice, the Company shall give the Customer verbal notice as soon as practicable after the discovery of the emergency.

Paragraph 3.

OBLIGATIONS AND LIABILITIES OF CUSTOMER

Sub-Paragraph 1. Specifications

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

P.U.C.O. No. 9  
POLE ATTACHMENT TARIFF

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

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

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

Sub-Paragraph 3. Liabilities of Customer

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

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

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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 Company 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.

Sub-Paragraph 4. Obligations of Customer

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

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

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

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

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

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Jane Valik, President  
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Paragraph 4.

PAYMENT PROCEDURE

Sub-Paragraph 1. Billing and Payment

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

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

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

Sub-Paragraph 2. Other Charges and Payments

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

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

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

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Sub-Paragraph 3. Bond and/or Deposits

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

Sub-Paragraph 4. Nonpayment

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

Paragraph 5.

POLE REPLACEMENTS AND REARRANGEMENTS

If any Pole to which the Customer desires to make Attachments is inadequate to support or accommodate the additional facilities of the Customer in accordance with the specifications set forth in Section 3, the Company, at its option, may replace such poles to permit the customer's attachments. The costs incurred in replacing such poles shall be borne proportionately by all parties that obtain access to the Company's facilities as a result of the replacement and by all parties that directly benefit from said replacement, in accordance with the terms of Section 2, Paragraph 4.

If the Company determines that the Attachments the Customer desires to make can be accommodated on present poles of the Company by rearranging or changing the facilities, or by purchasing additional pole space from the other joint owner or owners of the poles, the Company may, at its option, make such necessary accommodations. The costs incurred in modifying such poles or purchasing additional space shall be borne proportionately by all parties that obtain access to the facilities as a result of the modification or purchase and by all parties that directly benefit from said modification or purchase, in accordance with the terms of Section 2, Paragraph 4.

If any party attaches or modifies its attachment to new or modified facilities, as described above, after the Company has been reimbursed for the costs of such new or modified facilities, that party shall pay to the Company the party's proportionate share of the costs of such new or modified facilities. The Company shall then distribute the party's payment proportionately to those Customers that have already contributed to the costs of the new or modified facilities. In the event that an entity that would otherwise be entitled to share in this payment has ceased to attach to the Company's poles and has either ceased to exist or can no longer be found at the address last known to the Company, the share that would have been distributed to that entity shall be retained by the Company.

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The Company will indicate on the application by the Customer, the replacements, charges, rearrangements and purchases necessary to accommodate the proposed Attachments of the Customer, an estimate of the time required to complete the make-ready work and the amount to be charged, and return the application to the Customer. If the Customer still desires to make the attachment, it shall return the application with the payment set forth in the application. The Company will then endeavor to perform or have performed such work as soon as is practicable, and upon completion will notify the Customer by return of the application appropriately indicated.

Paragraph 6.

TERMINATION OF USAGE AND/OR ATTACHMENTS

Sub-Paragraph 1. Customer's Right to Terminate

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

Sub-Paragraph 2. Company's Right to Terminate

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

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

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

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3. If the Customer fails to comply with the specifications in Section Three or the insurance provisions.

Paragraph 7.

SPECIAL TYPES OF CONSTRUCTION OR FACILITIES

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

Paragraph 8.

UNAUTHORIZED USE OF POLES AND/OR ATTACHMENTS

If any cable, equipment or facilities of any entity shall be found on a pole without prior approval of the Company as set forth in this tariff, the Company may, without prejudice to its other rights, (1) impose a charge, and (2) require the Customer to either (a) remove such cable, equipment or facilities at the attachor's expense, or (b) submit a pole attachment application for the attachments. If the attachment owner fails to remove the unauthorized attachments or submit an application for the attachments within 15 days after the Company sends notice to the attachment owner about the unauthorized attachments, the Company may remove them without liability and the expense of removal will be the owners. Notice shall be considered sent on the date of mailing or other written transmittal.

Such charge imposed above shall be equal to five (5) times the annual rental rate for each unauthorized attachment. Such payment should be due immediately upon receipt by the owner of the Company's notice of unauthorized attachments.

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SECTION THREE INDEX

REQUIREMENTS AND SPECIFICATIONS

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SECTION THREE

POLE ATTACHMENTS

REQUIREMENTS AND SPECIFICATIONS

Paragraph 1.

RESPONSIBILITIES OF CUSTOMER

Sub-Paragraph 1. General

The Customer is responsible for the proper design, construction and maintenance of its attachments. Attachments are limited to the Customer's strand-supported cable, service drop, terminals and necessary appurtenances deemed by the Company to be suitable for pole mounting. Brackets conforming to any applicable NESC standards may be used to extend strand horizontally away from a pole. Brackets may not be used to extend poles vertically.

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

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

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

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

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

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

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

Sub-Paragraph 2. Voltage, Power, Electrical Interference

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

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

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

Sub-Paragraph 3. Grounding and Bonding

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

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

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

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

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

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

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

Sub-Paragraph 4. Clearances

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

	<u>NESC 1977 Edition</u> <u>General Rule</u>
a) Vertical clearance on poles jointly occupied by communications facilities and power facilities.	238
b) Mid-span clearances between communication facilities and power facilities.	238
c) Crossing clearances of facilities carried on different supports.	238
d) Clearances from street light bracket and associated wiring.	234
e) Clearance of conductors from another line.	239
f) Clearance from vertical and lateral conductors from other wires and surfaces on the same support.	235
g) Clearance in any direction from line conductors and supports and to vertical or lateral conductors, span or guy wires, attached to the same support.	232
h) Vertical clearance of wires above ground or rails.	

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Sub-Paragraph 5. Location and Spacing

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

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

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

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

- i) Underground riser cable or pipe
- j) Cross-connecting terminal
- k) Pole-mounted distribution terminal
- l) Pole-mounted closure
- m) Apparatus case
- n) Air dryer
- o) Other equipment of a size that would impair climbing or working space if an additional pole-mounted facility were installed

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

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

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

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

Sub-Paragraph 6. Loading

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

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

Sub-Paragraph 7. Guying and Stepping

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

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

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

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

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

When the Company and/or others have to transfer their guys from an existing anchor to a new anchor to accommodate the guy of a Customer, the Customer, and any other customer whose modification is made possible as a result of accommodating the Customer, shall proportionately share in reimbursing the Company and others for their costs and expenses incurred to perform the necessary work, as well as the cost of replacing the new anchor.

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

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

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

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

Paragraph 2.

RESPONSIBILITIES OF THE TELEPHONE COMPANY

Sub-Paragraph 1. General

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

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Sub-Paragraph 2. Voltage, Power, Electrical Interference

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

Sub-Paragraph 3. Location and Spacing

The Company shall specify the location of the Customer's attachments on each pole, including the location of the Customer's riser cables. Brackets shall be the only permissible means of extension, and shall not be used in lieu of any additional pole height that may be required, but may be used to extend horizontally.

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# **EXHIBIT B**

**(Proposed Tariff Sheets)**



**THE ORWELL 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 Orwell 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.
  - \$0.70 for all pole attachments
  - \$0.11 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, Orwell 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, Orwell Telephone Company d/b/a FairPoint Communications submits the attached calculation spreadsheets, to determine Pole Attachment and Conduit Occupancy rates, if applicable.



Orwell

POLE AND CONDUIT RENTAL CALCULATION INFORMATION  
Financial Information

1 Telecommunications Plant-in-Service	\$ 24,200,985
2 Gross Investment - Poles	230,347
3 Gross Investment - Conduit	88,351
4 Accumulated Depreciation - Total Plant-in-Service	22,399,870
5 Accumulated Depreciation - Poles	224,554
6 Accumulated Depreciation - Conduit	36,760
7 Depreciation Rate - Poles	5.60%
8 Depreciation Rate - Conduit	2.20%
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	6,376
17 Pole Expense (15) + (16)	6,376
18 Conduit Maintenance Expense	-
19 Conduit Rental Expense	-
20 Conduit Expense (18) + (19)	-
21 General & Administrative Expense	557,498
22 Operating Taxes	\$ 350,808
Operational Data (Actual)	
23 Equivalent Number of Poles	2,279
24 Conduit System Trench Kilometers	30
25 Conduit System Duct Kilometers	44
26 Number of inner-ducts <b>(if no inner-ducts enter 2)</b>	2

### Maximum Pole Attachment Charge

\$	2.41	Net Cost of a Bare Pole
	7.4074%	Space Factor
	393.17%	Carrying Charge Rate
<hr/>		
\$	0.70	<b>Maximum Pole Attachment Charge per annum</b>

### Net cost of a bare pole

\$	230,347	Gross Investment Poles
	224,554	(less ) Accumulated depreciation Poles
	-	(less) Net Current Deferred Operating Income Taxes-Poles
	-	(less) Net Non-Current Deferred Operating Income Taxes-Poles
<hr/>		
\$	5,793	Net Pole Investment
	0.95	Factor to remove investment in crossbars, etc.
<hr/>		
\$	5,503	Net investment in <u>bare</u> poles
	2,279	Number of Poles
<hr/>		
\$	2.41	<b>Net cost of a bare pole</b>
<hr/>		

### 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

<u>Carrying Charge Rate</u>	
110.06%	Maintenance Factor
30.95%	General and Administrative Factor
222.67%	Depreciation Factor
19.48%	Taxes Factor
10.00%	Cost of Capital Factor
393.17%	Carrying Charge Rate
<u>Maintenance Factor</u>	
\$ -	Pole Maintenance Expense
6,376	Pole Rental Expense
6,376	
\$ 5,793	Net Pole Investment
110.06%	Maintenance Factor
<u>General and Administrative Factor</u>	
\$ 557,498	General and Administrative Expense
24,200,985	Total Plant in Service
22,399,870	(less) Accumulated Depreciation-TPIS
-	(less) Net Current Deferred Operating Income Taxes-TPIS
-	(less) Net Non-Current Deferred Operating Income Taxes-TPIS
\$ 1,801,115	Net Total Plant in Service
30.95%	General and Adm. Factor (G&A expense/Net TPIS)
<u>Depreciation Factor</u>	
5.60%	Depreciation Rate-Poles
\$ 230,347	Gross Pole Investment
\$ 5,793	Net Pole Investment
39.76	Gross Pole Investment/Net Pole Investment
222.67%	Depreciation Factor
<u>Taxes Factor</u>	
\$ 350,808	Operating Taxes
\$ 1,801,115	Net Total Plant in Service
19.48%	Taxes Factor
<u>Cost of Capital Factor</u>	
10.00%	SLEC default Cost of Capital per Entry

44,000 System duct Length in meters  
2 Number of Inner Ducts

\$ 51,591 Net conduit Investment

64.20% Carrying Charge-Conduit

\$ 0.38 Maximum Rate Per Linear Meter

\$ 0.11 Maximum Rate Per Linear Foot

**Net Conduit Investment**

\$ 88,351 Gross Investment Conduit

36,760 (less ) Accumulated depreciation Conduit

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

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

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\$ 51,591 **Net Conduit Investment**

Carrying Charge Rate - Conduit

0.00% Maintenance Factor  
30.95% General and Administrative Factor  
3.77% Depreciation Factor  
19.48% Taxes Factor  
10.00% Cost of Capital Factor  
64.20% Carrying Charge Rate

Maintenance Factor

\$ - Conduit Maintenance Expense  
- Conduit Rental Expense  
-

\$ 51,591 Net Conduit Investment

0.00% Maintenance Factor

General and Administrative Factor

30.95% General and Adm. Factor (G&A expense/Net TPIS)

Depreciation Factor

2.20% Depreciation Rate-Conduit

\$ 88,351 Gross Conduit Investment

\$ 51,591 Net Conduit Investment

1.71 Gross Conduit Investment/Net conduit Investment

3.77% Depreciation Factor

Taxes Factor

19.48% 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**

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**in**

**Case No(s). 15-0968-TP-ATA**

Summary: Tariff In the Matter of the Application of The Orwell 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 Orwell Telephone Company d/b/a FairPoint Communications