

*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 Windstream Western Reserve, Inc. to add language and rates for Access to Poles, Ducts, Conduits and Rights-of-Way by Public Utilities to the Access Tariff. )

TRF Docket No. 90-\_\_\_\_\_

Case No. 15 - 0951 - **TP** - ATA

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

Name of Registrant(s) Windstream Western Reserve, Inc.

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 4001 Rodney Parham Road, Little Rock, Arkansas 72212

Company Web Address www.Windstream.com

Regulatory Contact Person(s) Chris Cranford Phone 501-748-6856 Fax 501-748-6583

Regulatory Contact Person's Email Address christopher.l.cranford@windstream.com

Contact Person for Annual Report Sandra Blade Phone 501-748-6728

Address (if different from above) \_\_\_\_\_

Consumer Contact Information Yvette Gadson Phone 704-814-2564

Address (if different from above) \_\_\_\_\_

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

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

**Notes:**

Section I and II are Pursuant to Chapter 4901:1-6 OAC.

Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV – Attestation.

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

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

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](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 checked="" 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 <u>1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA <u>1-6-14(F)</u> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF <u>1-6-14(F)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-14(F)(4)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS <u>1-6-14(C)(1)(c)</u> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days)	<input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF <u>1-6-08(G)(0 day)</u>
BLES withdrawal			<input type="checkbox"/> ZTA <u>1-6-25(B)</u> (0 day Notice)
<b>Other*</b>	<i>In accordance with Finding and Order for Case No. 15-950-TP-ATA, Entered May 18, 2016.</i>		

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

**Section IV. – Attestation**

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

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

I am an officer/agent of the applicant corporation, \_\_\_\_\_, and am authorized to make this statement on its behalf.

Windstream Communications  
(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) 6/17/16 at (Location) Little Rock, Arkansas 72212

\*(Signature and Title) Chris Cranford (Date) 6/17/16  
Sr. Negotiator & Product Mgr.

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

**VERIFICATION**

I, Chris Cranford 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) Chris Cranford Sr. Negotiator & Product Manager (Date) 6/17/16  
\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

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

**Public Utilities Commission of Ohio**  
**Attention: Docketing Division**  
**180 East Broad Street, Columbus, OH 43215-3793**  
**Or**  
**Make such filing electronically as directed in Case No 06-900-AU-WVR**

**Exhibit A**  
(Current Tariff Sheets)

Proposed changes are for new tariff sheets, no current tariff sheets apply.

**Exhibit B**  
(Proposed Tariff Sheets)

ACCESS SERVICE TARIFF  
P.U.C.O. No. 1

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.1 Application

The regulations, rates and charges specified herein are applicable to all attachments to poles and occupancy of conduit systems or of trench systems within the operating territory of the Windstream Western Reserve, Inc., hereinafter referred to as the Company.

S2.2 Regulations

S2.2.1 Definitions

- A. BURIED CABLE Cable located below the surface of the ground but not in a part of the Company's conduit system.
- B. COMPANY'S POLES 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.
- C. CONDUIT SYSTEM Any reinforced reusable passage or opening in, on, under, or through the ground capable of continuing communications facilities, and includes: main conduit; underground dips and short sections of conduit under roadways, driveways, parking lots and similar conduit installations, laterals to poles and into buildings; ducts; and manholes.
- D. PEDESTAL Any closure, terminal or similar device owned by the Company and used for the connection of buried cable to customer service wires or other apparatus. It does not include telephone devices attached to or within a building or residence being served.
- E. TRENCH SYSTEM Any non-reinforced passage or opening that is trenched, plowed, excavated, dug or bored in, under or through the ground, capable of containing communications facilities. Pedestals and other equipment associated with buried cable in the trench system may be included in the meaning.

S2.2.2 Undertaking of the Company

A. Scope

Subject to the provisions of this tariff, the Company will authorize revocable, nonexclusive attachments of an attachee's communications facilities to a pole or the placement of an attachee's communications facilities in a conduit system or a trench system for any lawful communications purpose.

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P.U.C.O. No. 1

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.2 Undertaking of the Company (Cont'd)

B. Limitations

1. No use, however extended, of Company poles, conduit system or trench system, nor payment of any fees or charges required under this tariff shall create or vest in attachee any ownership or property rights in said poles, conduit system or trench system, but attachee's rights therein shall be and remain those of attachment.
2. Nothing herein contained shall be construed to compel the Company to construct, retain, extend, place, or maintain any facilities not needed for its own service requirements.
3. It is recognized by the attachee that the Company has heretofore entered into, or may in the future enter into, agreements and arrangements with others not covered by this tariff regarding the poles, conduit system and trench system covered by this system. Nothing herein contained shall be construed as a limitation, restriction or prohibition against the Company with respect to such other agreements and arrangements. The rights of the attachee shall at all times be subject to any present or future joint use arrangement between the Company and any other public utility or government agency.

C. Liability

1. 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 thereon in such manner as will best enable it to fulfill its own service requirements
2. The Company shall not be liable to the attachee for any interruption to service of the attachee or for interference with the operation of the cables, equipment or facilities of the attachee arising in a 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 attachee's cable, equipment or facilities.

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.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.2 Undertaking of the Company (Cont'd)

C. Liability (Cont'd)

3. The attachee shall exercise special precautions to avoid damaging the cables, equipment or facilities of the Company and of Company poles, conduit system and trench system and attachee hereby assumes all responsibility for any and all lost for such damage. Attachee shall make an immediate report to the Company of the occurrence of any such damage and agrees to reimburse the Company for the expense incurred in making repairs.
4. Attachee shall indemnify and hold the Company harmless 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 attachee's cable, equipment and facilities on the Company's poles, and within the Company's conduit system and trench system, (2) any act of attachment on or in the vicinity of the Company's poles, conduit system and trench system, or (3) any interruption, discontinuance, or interference with attachee's service to any of its customers occasioned or claimed to have been occasioned by any action of the Company pursuant to or consistent with this tariff. Attachee shall, upon demand and at its own sole 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 therein, and the attachee shall reimburse the Company for any and all legal expense incurred by the Company in connection therewith. Attachee shall also indemnify, protect and save the Company harmless from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of the attachee'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 and operation of the attachee's equipment whether arising from the use of attachee's equipment in combination with the Company's poles, conduit system, trench system or otherwise.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.2 Undertaking of the Company (Cont'd)

D. Termination of Authorizations

1. Authorizations for pole and anchor attachments and occupancy of a conduit or trench system granted under provisions of this tariff may be terminated by the Company if:
  - a. the attachee shall fail to comply with any of the terms or conditions specified in 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 default or noncompliance, the Company may, in addition to any other remedies it may have, forthwith terminate all authorizations to attachee or those authorizations covering the poles, conduit system or trench system as to which such default or noncompliance shall have occurred.
  - b. upon such notice as it in its sole judgment deems reasonable, the Company shall have the right to terminate all, or individual, authorizations to attachee.
  - c. the attachee's facilities are maintained or used in violation of any law or in aid of any unlawful act or undertaking or if, as a result of legislation or of the action of a regulatory body, the provisions specified in this tariff shall, in whole or part, become illegal, prohibited or impossible of lawful performance. Either the attachee or the Company may at any time notify the other that in its opinion the conditions of termination set forth in this paragraph have been met and that the authorizations for attachment have been terminated. Such notice, in the absence of bad faith, shall be conclusive upon the parties hereto.
  - d. the attachee defaults on specifications as specified in other parts of this tariff.
  - e. the insurance carrier shall at any time notify the Company that the policy or policies of insurance, as specified in S2.2.3.E will be cancelled or changed so that the requirements of S2.2.3.E will no longer be satisfied, then the authorizations shall cease and terminate upon the effective date of such cancellation or change.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.2 Undertaking of the Company (Cont'd)

D. Termination of Authorizations (Cont'd)

2. Upon notice from the Company to the attachee that the Company has been advised by governmental authority or private property owners that the use of any pole, conduit system or trench system is not authorized and is objected to by such governmental authority or private property owner, as the case may be or that any pole, any conduit system or any trench system is to be removed, sold or otherwise disposed of, attachee shall, if requested by the Company, remove its cables, equipment and facilities at once from the affected portion of the Company's conduit system or trench system at the attachee's expense. If it is impracticable to remove attachee's cable, equipment or facilities from any trench system, they may be abandoned in place.
3. Attachee may at any time remove its facilities from any pole of the Company, but shall immediately give the Company written notice of such removal and surrender of authorization in the format provided by the Company. If the attachee surrenders its authorization but fails to remove its facilities from the Company's poles, the Company shall have the right to remove the attachee's facilities at the attachee's expense and without any liability on the part of the Company for damage or injury to attachee's facilities. In the event that the attachee'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 attachee shall have first complied with all of the provisions of this tariff as though no such attachment had previously been made.
4. If attachee desires to terminate its license for the right to occupy any part of the Company's conduit system, attachee shall give the Company written notice of such surrender of authorization in the format provided by the Company. In such event, the attachee shall make arrangements with the Company for the removal of the attachee's cables, equipment and facilities from that part of the Company's conduit system at the attachee's expense. In the event that the attachee's cables, equipment and facilities shall be removed from the Company's conduit system as provided by this tariff, no cable, facilities or equipment shall again be placed in that part of such conduit system unless the attachee shall have first complied with all the provisions of this tariff as though no cables, equipment, and facilities of the attachee had previously been placed in that part of the Company's conduit system.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.2 Undertaking of the Company (Cont'd)

D. Termination of Authorizations (Cont'd)

5. If attachee desires to terminate its authorization for the right to occupy any part of the trench system, the attachee shall give the Company written notice of such surrender of authorization in the format provided by the Company. In such event, attachee shall make arrangements with the Company for the removal of attachee's cables, equipment and facilities from that part of the trench system at the attachee's expense. However, in the event it is impractical to remove attachee's cable, equipment and facilities from any trench system, they may be abandoned in place.
6. All written notices required under this section shall be given in the format provided by the Company and by posting the same in first class mail.

S2.2.3 Obligation of Attachee

A. Legal Requirements

1. Attachee 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 authorization granted under this tariff.
2. The attachee and the Company shall at all times observe and comply with, and the provisions of this tariff are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the attachee and the Company under this tariff.
3. No authorization granted under this tariff shall extend to any pole or portion of a conduit system or of a trench system where the attachment or placement of attachee's communications facilities would result in a forfeiture of the rights of the Company or joint users to occupy the property on which such poles, conduit system or trench system are located. If the existence of attachee's communications facilities on a pole or in a conduit or trench system would cause a forfeiture of the right of the Company or joint user or both to occupy such property, attachee agrees to remove its communications facilities forthwith upon receipt of written notification from the Company. If the attachee has not completed such removal within 60 days of receipt of such written notification the Company may perform and/or have performed such removal without liability on the part of the Company and attachee agrees to pay the Company or joint user or both, the cost thereof and for all losses and damages that may result.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

B. Assignment of Rights

1. Attachee shall not assign, transfer or sublet the privileges hereby granted, or sell, lease or otherwise permit the use of its facilities on any pole or poles of the Company, or within the Company's conduit or trench system or any part thereof, without prior consent in writing of the Company, which consent shall not be reasonably withheld. However, in any event, attachee may not apportion any of its rights.
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 Attachee's Facilities

1. Attachee 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 said poles by the Company or by other authorized users of said poles, or interfere with other facilities thereon or which may from time to time be placed thereon. Attachee shall, at its own expense, upon notice from the Company, 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 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 attachee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles or of the facilities thereon or which may be placed thereon, or for the service needs of the Company, and the attachee shall reimburse the Company for the expense thereby incurred. Attachee's attachment to poles of Licensor as mentioned herein shall be understood to include attachments of the attachee in space reserved for the Company, to include attachments of the attachee 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; and the use of such space by the attachee shall be subject to the terms and conditions of the agreements between the Company and said other companies.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

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

2. The attachee's cable, equipment and facilities shall be placed in, removed from, relocated in or maintained in the Company's conduit system only when specific authorization for the work to be performed and approval of the person, firm or corporation selected by the attachee to perform the work, has been obtained in writing in advance from the Company. The Company retains the right to specify what, if any, work shall be performed by the Company.
3. In each instance where the attachee's cable, equipment, and facilities are to be placed in the Company's conduit system, the Company shall specify, among other things, the cable configuration and location of attachee's cable, equipment and facilities, the particular duct of the conduit system such cable will occupy, and the location where and manner in which the attachee's cable will enter and exit the Company's conduit system.
4. The Company's manholes shall be opened only as permitted by the Company's authorized employees or agents. Attachee shall be responsible for obtaining any necessary permits from the appropriate governmental authorities to open manholes and to conduct work operations. Attachee's employees, agents or contractors will be permitted to enter or work in the Company's manholes only when an authorized agent or employee of the Company is present except as provided in S2.2.3.C.5 following. The Company's said agent or employee shall have the authority to close down the attachee's work operations in and around the Company's manholes if, in the sole discretion of said agent or employee, any hazardous conditions arise or any unsafe practices are being followed by the attachee's employees, agents or contractors. The attachee agrees to pay, in accordance with the terms and conditions of S2.3 following, the full cost of having the Company's agent or employee present when attachee's work is being done in the Company's manholes. The presence of the Company's authorized agent or employee shall not relieve the attachee of its responsibility to conduct all of its work operations in and around the Company's manholes in a safe and workmanlike manner, and in accordance with the provisions of S2.2.3.5 below.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

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

5. Attachee's employees will be permitted to enter or work in the Company's manholes and conduit system without an authorized agent or employee of the Company being present, provided that the attachee's work consists only of routine operations of testing, adjusting, regulating or inspecting the attachee's existing facilities and does not involve any placing, removing, changing or rearranging of the attachee's or the Company's facilities. In such cases, the attachee shall notify the Company's designated representative in advance of the attachee's operations as to the type of work to be performed, the time at which it is to be performed and where it is to take place. Attachee shall conduct all such work operations in a safe and workmanlike manner, and in accordance with the terms of S2.2.3.C.5 following.
6. Attachee shall, at its own expense, maintain his buried communication facilities so as not to conflict with the use of the trench system or pedestals by the Company or other authorized users of the trench system or pedestals. Attachee shall, at its own expense, relocate, change or replace its facilities or perform any other work in connection with said facilities that may be required by the Company or other authorities.
7. Attachee's cables, equipment and facilities shall be placed and maintained in accordance with the requirements and specifications specified in other parts of this tariff, 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 or other authority having jurisdiction. Unless different standards are specified herein, the provisions of the National Electrical Code (1978 edition) and the National Electrical Safety Code (1977 edition), and any amendments thereto or replacements thereof, shall be applicable. If any part of attachee's distribution system is not so placed or maintained the Company may upon ten days written notice to attachee and, in addition to any other remedies the Company may have, remove attachee's distribution system from any or all of the Company's poles,

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

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

conduit or trench system, 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 expense of the attachee and without any liability therefor; 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 attachee. As soon as practicable thereafter, the Company will advise the attachee in writing of the work performed on the action taken and endeavor to arrange for reaccommodation of attachee's facilities so affected. The attachee shall be responsible for paying the Company for all costs incurred by the Company for such work, action and reaccommodation.

8. Attachee, at its expense, will remove its facilities from a pole, or a portion of conduit or trench system within sixty (60) days after:
  - a. termination of the specific authorization covering such attachment or occupancy; or
  - b. the date attachee replaces its existing facilities on a pole with the placement of substitute facilities on the same or another pole, or replaces its existing facilities in one duct with the placement of substitute facilities in another duct.

However, attachee shall be liable for and pay all charges pursuant to provisions of this tariff to the Company until all of attachee's facilities are physically removed from such poles, conduit and trench systems. If attachee fails to remove its facilities within the specified period, the Company shall have the right to remove such facilities at attachee's expense and without liability on the part of the Company for damage to such facilities or interruption of attachee's services.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

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

9. Should the Company under any provision of this tariff remove attachee's cable, equipment or facilities from the Company's poles or conduit or trench system, the Company will deliver to the attachee the cable, equipment or facilities so removed upon payment by the attachee of the cost of removal, storage and delivery, and all other amounts due the Company under the provisions of this tariff. Attachee, upon request of the Company, shall grant the Company a lien on attachee's cable, equipment or facilities within the Company's conduit system or trench system or attached to the Company's poles or removed therefrom, with power of public or private sale, to cover any amount due the Company under the provisions of this tariff. Such liens shall not operate to prevent the Company from pursuing, at its option, any other remedy in law equity or otherwise, including any other remedy provided for in this tariff.

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

- a. the attachee has first complied with all of the provisions of this tariff as though no such pole attachment or conduit or trench occupancy had previously been made, and
- b. all outstanding charges due to the Company for such previous attachment and/or occupancy have been paid in full.

11. Attachee shall advise the Company in writing as to the date on which the removal of its communications facilities from each pole or portion of a conduit or trench system has been completed.

D. Compliance with Workmen's Compensation

1. The attachee agrees to comply with and qualify under the Workmen'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 Certificates demonstrating such compliance to the Company prior to commencement of work.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

E. Insurance

1. Attachee agrees to purchase and maintain liability insurance naming the Company as a co-insured and insuring such named insured against loss or damage on account of claims to bodily injuries, death or property damage suffered by a person or persons in connection with the performance of the provisions of this tariff upon the attachee's part in the single limit amount of (\$500,000) for each occurrence. The insurance required herein shall be evidenced by Certificates of Insurance acceptable to the Company and shall be filed with the Company prior to the commencement of the work.
2. The Certificates shall contain a provision that coverage afforded thereunder will not be modified or cancelled until at least fifteen (15) days prior written notice (or longer period if required by law) has been given to the Company.
3. Said insurance shall also provide contractual liability coverage satisfactory to the Company with respect to liability assumed by the attachee under S2.2.2.C.
4. All insurance required in accordance with this tariff must be effective before the Company will authorize attachment to a pole or occupancy of a conduit system or trench system and shall remain in force until all of attachee's facilities have been removed from all such poles, conduit or trench system. In the event that attachee shall fail to maintain the required insurance coverage, the Company may pay any premiums thereon falling due and the attachee shall forthwith reimburse the Company for any such premium payments made.

F. Attachment and Occupancy Applications

1. Before the attachee shall have a right to attach to any pole of the Company, the attachee shall make application for and receive a revocable, nonexclusive written authorization therefor on the form provided by the Company. Any authorization granted hereunder for attachment to the Company's poles shall terminate without further notice to the attachee as to individual poles covered by the authorization to which the attachee has not attached within 60 days from the date that the Company has notified the attachee that such poles are available for attachment of the operating facilities of the attachee, unless the Company in the exercise of its sole discretion agrees to extend said period at the request of the attachee.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

F. Attachment and Occupancy Applications (Cont'd)

2. Before the attachee shall have the right to place any cable, equipment or facilities within any conduit system of the Company, the attachee shall make application for and receive a revocable, non-exclusive written authorization therefor on the form provided by the Company. Any authorization granted hereunder for placement of the attachee's facilities in the Company's conduit system shall terminate without further notice to the attachee as to individual sections of the Company's conduit system covered by the authorization in which the attachee has not placed its facilities within 90 days from the date that the Company has notified the attachee that such sections of the conduit system are available for the placement of operating facilities of the attachee, unless the Company in the exercise of its sole discretion agrees to extend said period at the request of the attachee.
3. Before the attachee shall have the right to place any cable, equipment or facilities within any trench system of the Company, the attachee shall make application for and receive a revocable, nonexclusive written authorization therefor on the form provided by the Company. Any authorization granted the attachee for the placement of the attachee's facilities in a trench system excavated by the Company shall be terminated if the attachee does not place his facilities in the trench at the appointed time designated by the Company. The Company will make every effort to give the attachee as much advance notification of placing time as possible. Should it not be possible, because of unforeseen circumstances, to make the trench available to the attachee at the appointed time, the Company shall not be responsible for any cost or expense incurred by the attachee.

G. Attachment to Poles Owned by the Company

1. General

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

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

G. Attachment to Poles Owned by the Company (Cont'd)

- b. The attachee's attachments shall be plainly identified by the appropriate marking satisfactory to the Company.
- c. Attachee'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.
- d. Any rearrangement of attachee's facilities or replacement of poles required to accommodate attachee's attachments shall be done by the Company or a contractor authorized by the Company.
- e. All requirements of the National Electrical Safety Code referred to herein shall mean the 1977 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 simplify the Safety Code, or to N.E.S.C., have the same meaning.
- f. While many of the standards and technical requirements for attachee's cable, equipment and facilities are set forth herein, the Company reserves the right to specify the type of construction required in situations not otherwise covered in this tariff. In such cases, the Company will in its discretion furnish to the attachee written and/or illustrated materials which will specify and explain the required construction.
- g. All new cable plant installed by an attachee shall be constructed on a strand that is separate from the Company's strand and cable plant.
- h. Attachee may permit a subsequent attachee to attach its cable to the strand and cable of the attachee where it is acceptable to the Company. However, the attachee shall continue to be responsible for the payment of all fees and charges as specified in S2.3.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

G. Attachment to Poles Owned by the Company (Cont'd)

2. Voltage, Power, Electrical Interference

- a. The attachee'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 the attachee's attachments carrying voltages 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 in an effectively grounded sheath or shield. All energized parts of the attachee's attachments shall be suitably covered to prevent accidental contact by the general public, the Company's workmen or workmen of another attachee having facilities on the same pole.
- b. The Company shall determine whether the attachee's attachments cause or may cause electrical interference with the Company's communications facilities. Attachee shall, on demand of the Company, correct immediately at the attachee'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. Attachee shall not circumvent the Company'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 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 attachee 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 attachee's strand.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

G. Attachment to Poles Owned by the Company (Cont'd)

3. Grounding and Bonding (Cont'd)

- b. Where two or more aerial suspension strands are located on the same pole, the suspension strands shall be bonded together by the attachee at the first, last and every intermediate sixth pole until the remaining section between bonds are not more than one thousand feet apart. Strands shall be bonded at or near the first pole on each side of underground dips. All strand bonds are to be made with an insulated #6 copper wire and approved clamps.
- c. Where the attachee has been authorized to attach the bond wire to the Company's strand, the attachee is responsible for completing the bond. If the attachee is not authorized to attach to the Company's strand, the attachee 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 attachees are to be bonded together, the attachee placing the last strand, if authorized to do so by the other attachees, shall make both connections. Where such authorization is not granted by the attachee owning the existing strand, attachee 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 attachee owning the existing strand shall be responsible for completing the bonding.
- 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.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

G. Attachment to Poles Owned by the Company (Cont'd)

3. Grounding and Bonding (Cont'd)

e. Where an attachee's strand leaves a pole which carries other supporting communications cables, and the attachee's strand continues to a pole carrying power facilities but no communications facilities of the Company, the attachee'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 designed for attachment to each specific size of strand involved.

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

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

G. Attachment to Poles Owned by the Company (Cont'd)

4. Clearances

- a. Attachee'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 following:

NESC 1977 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.   | 238    |
| (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 |
| (8) Vertical clearance of wires above ground or rails.   | 232    |

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

G. Attachment to Poles Owned by the Company (Cont'd)

5. Location and Spring

- a. The Company shall specify the location of the attachee's attachments on each pole, including the location of the attachee's riser cables. Cable arms shall not be used in lieu of any additional pole height that may be required.
- b. The minimum vertical separation between the attachee'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. Separation between the bolt holes shall in any event be at least four (4) inches. The attachee'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.
- c. The minimum separation between the attachee's and the Company's suspension strands specified herein also applies between attachee's strand and the suspension strand of another attachee, and between two or more strands of the attachee; provided, however, that the attachee may agree with another attachee to reduce the separation between their respective strands. Separation between the bolt holes must in any event be at least four (4) inches.
- d. Where the attachee's strand is above the Company's strand, the attachee's strand-mounted equipment housings and cable drop loops shall be placed at least six inches above the Company's facilities.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

G. Attachment to Poles Owned by the Company (Cont'd)

5. Location and Spring

- e. 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:
  - (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 that would impair climbing or working space if an additional pole-mounted facility were installed.
- f. Attachee 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 attachees may employ a common through bolt provided one attachee accepts, in writing, the responsibility for maintaining the bolt. N.E.S.C. climbing space requirements must be maintained by all parties.
- h. Attachee shall not attach its facilities, except the termination of the bond wire when authorized, to the Company's strand or suspension bolt.
- i. Through bolts may not be placed less than 10 inches from the top of the pole.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

G. Attachment to Poles Owned by the Company (Cont'd)

6. Loading

- a. The attachee shall furnish to the Company as 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 application storm loading specifications in the Code.
- b. Attachee shall furnish the Company as part of its application for authorization, details as to the weight and size of its cables, 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 N.E.S.C., the local requirements shall govern.
- c. Attachee may lash its cable to the strand of another attachee, where this is acceptable to all other attachees involved and to the Company. Maximum tension of attachee'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 in poles where the total unbalanced load, including the tension due to the attachee's attachments under the appropriate storm loading prescribed by the National Electrical Safety Code (Rule 251), exceeds 200 pounds unless the pole was designed as an unguyed corner pole and the pole has adequate strength and stability, in the opinion of the Company, to withstand the additional load.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

G. Attachment to Poles Owned by the Company (Cont'd)

7. Guying and Stepping (Cont'd)

- 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 loads 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 261C). 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).
- d. Attachee may attach its guy to the Company's anchor rods where the Company specifically authorizes it in writing.
- e. Attachee will pay the annual rental charge set forth in S2.3 for attachment of his guy to the Company's anchor.
- f. When the Company and/or others have to transfer their guys from an existing anchor to a new anchor to accommodate the guy of an attachee, the attachee shall reimburse the Company 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 Company to replace or relocate an anchor to which the attachee is attached, the attachee shall be responsible for the transfer of his own equipment, and if the Company replaces the anchor to provide strength for the Company's requirements, the anchor shall be replaced by the Company at the attachee's expense if the existing anchor rod would support the Company's attachments without regard to the attachee's guy.
- h. More than one attachee may use a common guy to sustain their combined load.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

G. Attachment to Poles Owned by the Company (Cont'd)

7. Guying and Stepping (Cont'd)

- i. Guys shall be insulated or grounded as specified in the Safety Code (Rules 282 and 283). Attachee's guys shall not short circuit the Company's guy insulators.
- j. Material used for guys shall be compatible from a corrosion standpoint with the hardware to which it is attached.
- k. Where the Company determines that because of the attachee's activity on a pole, the pole must be stepped, the Company will have the pole stepped, at the attachee'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) The Company's work shall take precedence over any and all operations of the attachee on the Company's pole line.
- (2) The Company may rearrange the attachee's cable, equipment and facilities at the expense of the attachee.

9. Pole Replacements and Rearrangements

- a. In granting or denying an authorization the Company reserves the right to determine whether a grant would adversely affect its common carrier communications services and its ability to meet its duties and obligations with respect thereto, including questions of economy, safety, and future needs of the Company and other joint users.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

G. Attachment to Poles Owned by the Company (Cont'd)

9. Pole Replacements and Rearrangements (Cont'd)

- b. In the event that the Company determines that any pole or poles of the Company to which the attachee desires to make attachments is inadequate to support or accommodate the additional facilities of the attachee in accordance with the specifications set forth in this tariff, and if the Company is willing to replace such poles to permit the attachee's attachments thereto, the attachee agrees to reimburse the Company in accordance with the provisions of S2.3 for the cost and expense of replacing such inadequate poles with suitable poles. Or, in the event that the Company determines that the attachments the attachee desires to make can be accommodated on present poles of the Company by rearranging or changing the facilities thereon, or by purchasing additional pole space from the joint owner or owners of the poles, if any, and if the Company is willing to make such rearrangements, changes or purchases to permit attachee's attachments thereto, the attachee agrees to reimburse the Company in accordance with provisions of S2.3 for the cost and expense for making such rearrangements, changes or purchases. Attachee shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring such facilities to another pole or rearranging such facilities to accommodate the attachee's attachments. Attachee shall not be entitled to reimbursement of any amounts paid to the Company, as aforesaid, by reason of the use by the Company or other authorized users of said poles or of any of the additional pole space so acquired.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

G. Attachment to Poles Owned by the Company (Cont'd)

9. Pole Replacements and Rearrangements (Cont'd)

- c. The Company will indicate on the application and authorization, the replacements, changes, rearrangements and purchases necessary to accommodate the proposed attachments of the attachee together with the amount to be charged therefor and return said application and authorization to the attachee. If the attachee still desires to make the attachments, it shall return the application and authorization marked to so indicate, tendering therewith payment in the amount set forth in the application and authorization. The Company will then endeavor to perform or have performed such work as soon as is practicable upon consideration of the Company's service requirements, and upon the completion thereof will notify the attachee by return of the application and authorization appropriately indicated. Attachee shall not make any attachments until notified in writing by the Company that all such replacements, rearrangements, changes and purchases have been completed. Any guying, strengthening or stepping of poles, required to accommodate attachee's attachments, shall be provided at the expense of the attachee in accordance with the specifications in this tariff, and to the satisfaction of the Company.
- d. Should the Company, or another public utility or governmental agency with whom it then has a joint-use agreement, need for its own service requirements the space occupied by the attachee's attachments on any of the Company's poles, attachee will be notified that it shall either surrender its authorization for that pole and, at its own expense, vacate the space by removing its attachments, or, in accordance with paragraph c. preceding, it shall authorize the Company to replace the poles at the expense of the attachee, or, if the Company advises the attachee that attachee's desired attachments can be accommodated on present pole space, the attachee shall authorize the Company to make such rearrangements, changes or purchases. Attachee 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 attachee's attachments. Any guying, strengthening, or stepping of poles will be provided at the expense of the attachee in accordance with the specifications in this tariff, and to the satisfaction of the Company.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

G. Attachment to Poles Owned by the Company (Cont'd)

9. Pole Replacements and Rearrangements (Cont'd)

- e. When multiple applications, including application of attachee, 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 equitably prorate to the extent that it is practical between the attachee and other applicants for pole space, the common expenses of engineering, rearrangement and replacement, if any, which result from the processing of multiple applications. Attachee shall be bound by the Company's determination as to any such proration of costs to attachee.

H. Occupancy of Conduit System Owned by the Company

1. General

- a. When an application in the form provided by the Company is submitted by the attachee for an authorization to place its cables, equipment and facilities in the conduit system of the Company, the Company will advise the attachee of the availability of conduit space. In determining the availability of space in the Company's conduit system, the Company deserves the right to determine whether granting an authorization would adversely affect its common carrier communication services and its ability to meet its duties and obligation with respect thereto, including questions of economy, safety and future needs of the Company. If conduit space is available, an authorization to occupy a portion of conduit system will be granted to the attachee; provided, however, that the Company does not warrant the condition of such conduit system.
- b. The Company reserves the right to exclude cable, equipment and facilities of the attachee from manholes in the Company's conduit system, or to limit the type, number and size of the attachee's cable, equipment and facilities which may be placed in any of the Company's manholes.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

H. Occupancy of Conduit System Owned by the Company (Cont'd)

- c. The fees and charges specified in S2.3 shall be applicable to all authorizations granted to attachee, without regard to the methods of attachment used.
- d. All requirements of the National Electrical Safety Codes referred to herein shall mean the 1977 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 simplify the Safety Code, or to N.E.S.C., have the same meaning.
- e. While many of the standards and technical requirements for the attachee's cable, equipment and facilities are set forth herein, the Company reserves the right to specify the type of construction required in situations not otherwise covered in this tariff. In such cases, the Company will in its discretion furnish to attachee written or illustrated materials which will specify and explain the required construction.
- f. Should the Company need for its own service requirements any of the space occupied by the attachee's cable, equipment, and facilities located in the Company's conduit system, attachee will be notified that it shall either surrender its authorization for that portion of the Company's conduit system, and, at its expense, vacate the space occupied by its said cable, equipment, or facilities, or if the Company advises attachee that attachee's cable, equipment, and facilities can be accommodated otherwise in the Company's conduit system, attachee shall authorize the Company to rearrange attachee's cable, equipment, and facilities in the manner which attachee's cable, equipment and facilities can be accommodated at the expense of the attachee. In the latter event, the occupancy of the Company's conduit system by the attachee's cable, equipment and facilities may be subject to different occupancy fees as set forth in S2.3.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

H. Occupancy of Conduit System Owned by the Company (Cont'd)

- g. The Company may, without incurring any liability, remove the cables, equipment and facilities of attachee from the Company's conduit system, at attachee's expense where in the Company's judgment (such judgment to be conclusive) such removal is required in connection with the performance of the Company's obligation or the safety of the Company's employees. Whenever such removal has been made, attachee will be promptly notified and as soon as practicable thereafter, the Company will endeavor to make arrangements for the relocation or restoration of attachee's cables, equipment and facilities in the Company's conduit system at attachee's expense.

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.

2. Electrical Design Specifications

- a. No cable, equipment or facility of the attachee shall be permitted in the Company's conduit system if such cable, equipment or facility by its design could cause electrical interference on the Company's facilities. If electrical interference is caused by any of the attachee's cable, equipment or facilities, such interference shall be removed at the expense of the attachee.
- b. Attachee's cable, equipment and facilities shall not be designed to use the earth as the sole conductor for any part of the attachee's circuits.
- c. Attachee's cable shall not use or carry voltage or currents in excess of the limits prescribed for communication conductors by the N.E.S.C. (Definition 43) and shall be enclosed in an effectively grounded sheath or shield.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

H. Occupancy of Conduit System Owned by the Company (Cont'd)

- d. Cable and facilities of attachee carrying voltages and currents permitted for Class 2 signal circuits by the National Electrical Code will be considered suitable for occupancy of ducts containing attachee's facilities if enclosed in an effectively grounded sheath or shield.
- e. No coaxial cable of attachee shall be considered suitable for occupancy of a duct containing the Company's cable unless such cable of the attachee meets the power supply limitations of Article 820 of the National Electrical Code.
- f. Attachee's cable, equipment and facilities exceeding limitations for Class 2 signal circuits but not exceeding that permitted by paragraph c. preceding shall not be permitted to occupy the same duct as facilities conforming to paragraph d. preceding.
- g. Attachee's coaxial cable may carry contiguous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half ampere and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. Such cable must occupy a separate duct. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 microamperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
- h. Attachee shall not circumvent the Company's corrosion mitigation measures.
- i. Attachee's cable, equipment, and facilities shall be compatible with the Company's facilities so as not to damage any facilities of the Company by corrosion or otherwise. Attachee's cable shall be bonded to the Company's cable bonding at each manhole where the attachee has a construction splice in its cable.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

H. Occupancy of Conduit System Owned by the Company (Cont'd)

3. Physical Design Specifications

- a. Attachee's cables bond or wrapped with cloth or having any kind of fibrous covering or impregnated with an adhesive material shall not be permitted in the Company's ducts.
- b. New construction splices in attachee's cables shall be located only in manholes, pull boxes or handholes.
- c. The maximum permissible diameter of any cable of the attachee and the number of cables of the attachee to be placed in any of the Company's ducts shall be determined by the Company based upon the size and shape of the duct and the size of the existing cable in the duct.

4. Connection of Attachee's Conduit

- a. Where attachee's duct physically connects with the Company's manhole, the section of duct which connects with the manhole shall be installed by the Company or its contractor at the attachee's expense.
- b. If attachee constructs a duct which connects to any of the Company's manholes, such duct shall be sealed against the entry of gases or liquids at the opening to the manhole, and if the attachee's ducts enters a building it shall be sealed at the entry to the building.

5. Work Rules

- a. The Company's manholes shall be opened only as authorized by and in the presence of the Company's authorized representative, except as provided in S2.2.3.C.5 of this tariff.
- b. No employee, agent or contractor of the attachee shall enter or work in any of the Company's manholes unless an authorized representative of the Company is present during the enter period, except as provided in S2.2.3.V.5 of this tariff. The attachee will pay the cost of having the Company's representative present.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

H. Occupancy of Conduit System Owned by the Company (Cont'd)

- c. Attachee shall notify the Company five (5) days (excluding Saturday, Sunday and holidays) in advance of any work operation requiring entry into any of the Company's manholes except in the case of routine work operations described in S2.2.3.C.5 of this tariff for which the attachee shall give the Company twenty-four hours (24) notice in advance.
- d. Clearing obstructions, repairs, dig-ups and any other work required to make a duct usable for the initial placing of the attachee's cable shall be done by the Company or its approved contractor at attachee's expense.
- e. Attachee's cable shall be placed in, removed from, changed or maintained in the Company's conduit system only when specified authorization for the work to be performed and approval of the person, firm, or corporation that will perform the work, has been obtained in writing in advance from the Company. The Company retains the right to specify what, if any, work shall be performed by the Company.
- f. Rodding of ducts in the Company's conduit system shall be done only when specific authorization for such work, and approval of the person, firm or corporation that will perform such work has been obtained in writing in advance from the Company. The Company retains the right to prescribe the manner in which such rodding will be done and retains the right to specify what, if any, work shall be performed by the Company.
- g. Attachee's workman shall not climb or step on the Company's cables, air pipes or equipment located in the Company's manholes.
- h. Upon completion of work in the Company's manholes, attachee shall remove all of its tools, unused materials, wire clippings, cable sheathing and other similar matter.
- i. All of attachee's cables, equipment and facilities shall be firmly secured and supported to the satisfaction of the Company's authorized representative.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

H. Occupancy of Conduit System Owned by the Company (Cont'd)

- j. All of attachee's cables, equipment and facilities shall be plainly identified in each manhole with a firmly affixed tag of a type and wording satisfactory to the Company.
- k. Where manholes must be pumped in order to allow the Company's work operations to proceed, pumping shall be done by the attachee or its contractor.
- l. Attachee's employees, agents or contractors shall not use work platforms, supports or planks which would be placed upon or lashed to any of the Company's cable or equipment.
- m. Any leak detection liquid or device used by the attachee's agents, employees or contractors shall be of a type approved in writing by the Company.
- n. When the attachee, its agents, employees or contractors are working in or around any part of the Company's conduit system located in the street, alleys, highways or other public rights-of-way, the protection of persons and property shall be provided by the attachee in an adequate and satisfactory manner; attachee shall be solely responsible for providing adequate barricades, warning lights, traffic cones, danger signs and other similar devices to protect all traffic, persons and property around the work area from danger.
- o. Attachee, its agents, employees or contractors, when working in or around the Company's manholes, shall be responsible for testing the manhole atmosphere and providing continuous ventilation in accord with the minimum standards furnished to the attachee by the Company.
- p. Except for protective screens, no cover shall be placed over an open manhole unless it is at least four feet above the surface level of the manhole opening.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

H. Occupancy of Conduit System Owned by the Company (Cont'd)

- q. Smoking or the use of a flame in the Company's manholes shall not be permitted.
- r. The Company's authorized representative shall have the authority to terminate attachee's work operations in and around the Company's manholes if, in the sole discretion of the Company's authorized representative, any hazardous condition arises or any unsafe practice is being followed by the attachee's agents, employees or contractors.
- s. When artificial lighting is required in the Company's manholes, only explosion-proof lighting of a type approved in writing by the Company shall be used.
- t. Attachee shall not allow the accumulation of any combustible material in the Company's manholes during the attachee's work operations.
- u. Spark-producing equipment, tools or devices, such as meggers, breakdowns sets, electric drills, electric hammers and induction sets shall not be allowed in manholes.
- v. Cables lubricants used by the attachee in the Company's conduit system shall be of a type approved in writing by the Company.

6. Emergency Conditions

- a. In cases of emergency:
  - (1) The Company's work shall take precedence over any and all operations of the attachee in the Company's conduit system.
  - (2) The Company may pull a cable into any of its duct either occupied by or scheduled to be occupied by attachee's facilities, and the Company will endeavor to make other duct space available for the displayed facilities of the attachee as soon as possible.
  - (3) The Company may rearrange the attachee's cable, equipment and facilities at the expense of the attachee.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

I. Occupancy of Trench System Owned by the Company

1. General

- a. The attachee agrees that to the extent that it occupies or desires to occupy any trench system also occupied or to be occupied by the Company, whether the Company's trench system or the trench system of others, the terms of this tariff shall be applicable thereto.
- b. Before placing its cables, equipment and facilities in a trench system to be constructed by the Company, attachee shall make application and receive a revocable nonexclusive authorization in the form provided by the Company. In granting or denying an authorization the Company reserves the right to determine whether granting an authorization 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 the Company.
- c. The Company reserves the right to exclude cable, equipment and facilities of the attachee from the Company's pedestals, or to limit the type, number and size of the attachee's cable, equipment and facilities which may be placed in any of the Company's pedestals.
- d. When multiple applications, including application of the attachee are received by the Company with respect to the usage of a trench to be excavated by the Company for buried communications facilities, the Company will endeavor to equitably prorate to the extent that is possible between attachee and other applicants for trench space, the common expenses of engineering, inspection, excavation, and other associated costs which result from the processing of multiple applications. Attachee shall be bound by the Company's determination as to any such proration of costs to the attachee.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

I. Occupancy of Trench System Owned by the Company (Cont'd)

- e. Where emergency needs of the Company require (Company's judgment as to what constitutes an emergency to be conclusive) the Company may, without incurring any liability, remove the cables, equipment and facilities of the attachee from the trench system, at the attachee's expense and shall promptly notify the attachee thereof. As soon as practicable thereafter, the Company will endeavor to make arrangements for the relocation or restoration of attachee's cables, equipment and facilities in the trench system at the attachee's expense.
- f. The fees and charges specified in S2.3 shall be applicable to all authorizations granted to the attachee hereunder, without regard to the methods used.
- g. All requirements of the National Electrical Safety Code referred to herein shall mean the 1977 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 simplify the Safety Code, or to N.E.S.C., have the same meaning.
- h. While many of the standards and technical requirements for the attachee's cable, equipment and facilities are set forth herein, the Company reserves the right to specify the type of construction required in situations not otherwise covered in this tariff. In such cases, the Company will in its discretion furnish to the attachee written or illustrated materials which will specify and explain the required construction.

2. Electrical Design Specifications

- a. No cable, equipment or facility of the attachee shall be permitted to occupy a trench system with the Company if such cable, equipment or facility by its design could cause electrical interference on the Company's facilities. If electrical interference is caused by any of the attachee's cable, equipment or facilities, such interference shall be removed at the expense of the attachee.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

I. Occupancy of Trench System Owned by the Company (Cont'd)

- b. Attachee's cable, equipment and facilities shall not be designed to use the earth as sole conductor for any part of the attachee's circuits.
- c. No coaxial cable of the attachee shall be considered suitable for occupancy of a trench containing the Company's cable unless such cable of the attachee meets the power supply limitations of Article 820 of the National Electrical Code.
- d. Attachee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half ampere and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. However, in such event, attachee's cable shall be separated from the Company's cable as specified by the Company. The Company may require the attachee to occupy a separate trench. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 microamperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
- e. Cable and facilities of the attachee carrying a potential of 550 volts or less between conductors will be considered suitable for occupancy of a trench containing the Company's facilities provided that:
  - (1) Attachee's cable has an effectively grounded sheath or shield or the conductors include an effectively grounded conductor; and
  - (2) all grounded sheaths, shields or conductors are present at a terminating point and are bonded; and
  - (3) the effectively grounded sheath or shield of the Company's cable is bonded to the attachee's cable at common terminating points and at intervals of not less than 1000 feet.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

I. Occupancy of Trench System Owned by the Company (Cont'd)

- f. Attachee shall not circumvent the Company's corrosion mitigation measures.
- g. Attachee's cable, equipment and facilities shall be compatible with the Company's facilities so as not to damage any facilities of the Company by corrosion or otherwise.

3. Work Rules

- a. Attachee shall notify the Company in advance of any work operation requiring entry into the trench system provided, however, that a particular notice requirement may be waived by the Company upon the attachee's request.
- b. Attachee's workmen shall not climb or step on the Company's cables, air pipes or equipment located in the trench.
- c. Upon completion of work in the trench, attachee shall remove all of its tools, unused materials, wire clippings, cable sheathing and any other similar matter.
- d. All of attachee's cables, equipment and facilities shall be located in a position satisfactory to the Company's authorized representative.
- e. All of attachee's cables, equipment and facilities shall be plainly identified at each pedestal location with a firmly affixed tag of a type and wording satisfactory to the Company.
- f. Should it be necessary for the Company to replace or relocate a pedestal to which the attachee is attached, the attachee will be responsible for the transfer of his own equipment.
- g. Any leak detection liquid or device used by the attachee's agents, employees or contractors shall be of a type approved in writing by the Company.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.3 Obligation of Attachee (Cont'd)

I. Occupancy of Trench System Owned by the Company (Cont'd)

- h. When attachee, its agents, employees or contractors are working in or around any part of the trench, the protection of persons and property shall be provided by the attachee in an adequate and satisfactory manner; attachee shall be solely responsible for providing adequate barricades, warning lights, traffic cones, danger signs and other similar devices to protect all traffic, persons and property around the work area from danger.
- i. The attachee shall not allow the accumulation of any combustible material in the trench during the attachee's work operations.
- j. Attachee shall be responsible for the restoration of all property that has been disturbed or disrupted by the attachee's operations.
- k. Should the Company deem it necessary to expose or locate its buried communication system for or during the operations of the attachee, the attachee shall reimburse the Company for the cost and expense incurred by the Company.

4. Emergency Conditions

a. In cases of emergency:

- (1) The Company's work shall take precedence over all and any operations of the attachee in the trench system.
- (2) The Company may rearrange the attachee's cable, equipment and facilities at the expense of the attachee.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.2 Regulations (Cont'd)

S2.2.4 Inspection of Attachee's Installations

- A. The Company, because of its new service obligations to the public, reserves the right to inspect each new installation of, or work operation upon, the attachee's distribution system within the Company's conduit system, trench system, and on the Company's poles or within the area around the Company's lines or appliances; to make periodic inspections, semi-annually or more often as plant conditions may warrant, of the entire plant of the attachee; and the attachee shall, on demand, reimburse the Company for the expense of such inspections in accordance with S2.3. The making of such inspections or the failure to make such inspections shall not operate to relieve the attachee of any responsibility, obligation or liability imposed by this tariff.
- B. If any cable, equipment or facilities of attachee shall be found on a pole or within a conduit system or trench system for which no authorization is outstanding, the Company, without prejudice to its other rights or remedies under this tariff or otherwise, may (1) impose a charge, and (2) require the attachee to remove such cable, equipment or facilities forthwith or the Company may remove them without liability and the expense of removal shall be borne by the attachee. For the purpose of determining the charge, absent satisfactory evidence to the contrary, the authorized use shall be treated as having existed for a period of two (2) years prior to its rights to any other sums due and payable and to any claims or damages under this tariff or otherwise. No act or failure to act by the Company with regard to said fee or said unauthorized use shall be deemed as a ratification or the authorization of the unauthorized use, and if any authorization in the form specified by the Company should subsequently be issued, after application and payment of the application fee therefor, said license shall not operate retroactively or constitute a waiver by the Company of any of its rights or privileges under this tariff or otherwise.
- C. In the event attachee makes or maintains any attachments to the Company's poles or occupies the Company's conduit system or trench system other than as provided in this tariff, or if the attachee fails to remove any of its cables, equipment or facilities from the Company's poles, conduit system or trench system as required by this tariff, the Company shall have the right, without notice to the attachee and in addition to any other remedies the Company may have, to remove such attachments at the cost and expense of the attachee and without any liability therefor.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.3 Rates and Charges

S2.3.1 Rates

A. General

1. Payment Date Pole attachment fees and conduit and pedestal occupancy fees shall be billed annually, in advance, in the month of January. Failure to pay such fees by the specified payment date may result in the termination of authorizations and the removal of the attachée's cable, equipment or facilities from the Company's poles or conduit or trench system.
2. Termination of Authorization Upon termination or surrender of an authorization granted hereunder, no refund of any attachment fee or occupancy fee shall be made; provided, however, that in case of any termination of any authorization pursuant to the provisions of S2.2.2.D, a proportionate refund of the applicable prepaid annual attachment fee shall be made.

B. Pole and Anchor Attachments

1. Computation of the total rate for pole and anchor attachments 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 or anchor, attachée 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.

2. <u>Attachment Rate</u>	<u>Annual</u>
A. Per pole attached	\$3.20
B. Per anchor attached	\$9.65

C. Conduit System Occupancy

1. Computation of the total conduit occupancy rate shall be based on the measurement of duct feet of conduit from the center to the center of manholes; or from the center of a manhole to the end of the conduit system; or the length of conduit from pole to pole; or isolated lengths of conduit not attached to any structure (such as involved with buried cable) which will be occupied by the attachée's cable.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.3 Rates and Charges (Cont'd)

S2.3.1 Rates (Cont'd)

For the period ending December 31 of each calendar year in which the initial occupancy is made to any part of the conduit system, attachee shall pay to the Company 50% of the appropriate occupancy fee, payable on the first regular payment date.

2. <u>Occupancy Rate</u>	<u>Annual</u>
Per duct foot	\$0.35

D. Trench System Occupancy

1. Computation of the total pedestal attachment rate will be based upon the number of pedestals 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 pedestal, attachee shall pay an attachment fee, per pedestal, based upon the full cost and expense, including overheads to the Company.

2. <u>Attachment Fee</u>	<u>Annual</u>
Per pedestal attachment	(See 1 above)

S2.3.2 Charges (Nonrecurring)

A. Computation

1. All charges for inspections, engineering, rearrangements or removals of attachee's facilities from the Company's poles, rodding, swabbing, placement or removal of cable from conduit systems; excavations in connection with the common trench system and, without limitation, any other work performed by the Company shall be based upon the full cost and expense, including overhead, to the Company for performing such work for the attachee. The cost to the Company shall be determined in accordance with the regular and customary methods used by the Company in determining such costs.

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S2 POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S2.3 Rates and Charges (Cont'd)

S2.3.2 Charges (Nonrecurring) (Cont'd)

2. The charge for replacement of poles shall include the entire non-betterment 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.
  3. Charges as specified in paragraph 1 preceding in connection with the common trench system shall be prorated between all parties, including the attachee, who are to occupy the common trench system.
- B. Payment Date All bills for nonrecurring charges as specified in this section shall be payable upon presentation to the attachee, and shall be deemed delinquent if not paid within 30 days after presentation to the attachee.

## **Exhibit C**

These tariff revisions are being filed to add the Pole Attachments and Conduit and Trench System Occupancy to the Intrastate Access Tariff as well as update rates in accordance with Finding and Order for Case No. 15-951-TP-ATA, Entered in the Journal on May 18, 2016.

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

**Commission of Ohio Docketing Information System on**

**6/20/2016 11:16:38 AM**

**in**

**Case No(s). 15-0951-TP-ATA**

Summary: Tariff In Compliance with the PUCs Finding and Order, Entered in the Journal on May 18, 2016. electronically filed by Chris Cranford on behalf of Windstream Western Reserve, Inc.