

P.U.C.O. NO. 1
 POLE ATTACHMENT TARIFF

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PART A – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS

I. Applicability and Scope

- A. This Part-A of the tariff applies to any cable television or private communication system attachment to a fully-owned Company pole or to the Company controlled space on a jointly-owned pole. Attachments under this tariff shall be made pursuant to 4901:1-3, Ohio Administrative Code.

Cable television or private communication system attachments to the communication space of poles fully-owned by the Company or to the power space of poles jointly-owned by the Company where adequate communication space on such poles is not available for such attachments may be permitted under this tariff.

- B. Cable television or private communication system attachments to Company poles will not be permitted where in the sole judgment of the Company the attachments will interfere with the Company's own service requirements, or will be prejudicial to the economy, safety or future needs of the Company's service or the use of its facilities by others with prior rights to such use.

II. Limitations

- A. The Company may deny an attaching entity access to its poles, ducts, conduits, or rights-of-way, on a nondiscriminatory basis where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes. Attachments to poles under Part A of this tariff shall not create or vest in the cable television or private communication system any ownership or property rights in the poles affected.
- B. Attachments to poles under Part A of this tariff shall not create or vest in the cable television or private communication system any right to compel the Company to construct, retain, extend, place or maintain any poles not needed for its own service requirements.
- C. Attachments to poles under Part A of this tariff shall not relieve the cable television or private communication system from the obligation of obtaining from appropriate public authorities and private owners of real property any and all permits, franchises, licenses and grants required by law for such attachments.
- D. The Company shall provide all attaching entities no less than sixty days written notice prior to:
- (a) Removal of facilities or termination of any service to those facilities;
 - (b) Any increase in pole attachment rates; or
 - (c) Any modification of facilities other than routine maintenance or modification in response to emergencies.

Within fifteen days of such notice an attaching entity may file with the commission a petition for temporary stay of the action contained in a notice.

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PART A – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS (Cont'd)

II. Limitations (Cont'd)

- D. Attachment rights under Part A of this tariff shall not be assigned or in any manner transferred without the prior written consent of the Company, which shall not unreasonably withhold such consent. If consent is granted, the provisions of Part A of this tariff shall extend to and bind the cable television or private communication system's successor.
- E. The Company reserves to itself, its successors or its assignee the right to maintain its poles and to operate its facilities in such manner as will best enable it, in its discretion, to fulfill its own service requirements.
- F. The Company shall not be liable to any person including but not limited to any cable television or private communication systems or their customers for any interruption in service or for any interference with the operation of any pole attachment equipment of facilities arising in any manner out of the use of the Company's poles.
- G. The Company shall not be responsible for any rearrangement of the cable television's or private communication's system's facilities necessitated by a telephone company purchasing an interest in a fully-owned Company pole on which the cable television or private communication system has been granted attachment rights.

III. Liability and Damages

- A. The cable television or private communication system attaching to poles under Part A of this tariff shall exercise special precaution to avoid damaging the cables, equipment or facilities of the Company and of others occupying the Company's poles, and assumes all responsibility for any and all loss or damage arising from or out of the attachment to the poles. The cable television or private communication system shall immediately report to the Company the occurrence of any damage and agrees to reimburse the Company for the expense incurred in making repairs.

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PART A – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS (Cont'd)

III. Liability and Damages (Cont'd)

- B. The cable television or private communication system attaching to poles under Part A of this tariff shall indemnify and hold the Company harmless against any and all claims, demands, causes of action, damage, costs or liabilities of every kind which may arise out of or be caused by the attachment of such facilities to poles, including but not limited to the following:
1. The erection, maintenance, presence, use or removal of the cable television or private communication system facilities or equipment on the Company's poles.
 2. Any act of the cable television or private communication system on or in the vicinity of the Company's poles.
 3. Any interruption, discontinuance or interference with the cable television's or private communication's system's service caused by any action of the Company pursuant to or consistent with the rates, terms and conditions of this tariff.

IV. Application for Attachment

- A. Any cable television or private communication system desiring to attach to Company poles under Part A of this tariff shall submit in duplicate an appropriately completed Application for Pole Attachment. The application process shall be consistent with the rights and obligations set forth in 4901:1-3-03(B)(1) and (2), Ohio Administrative Code.
- B. The Application for Pole Attachment shall be considered granted and rental fees shall commence when the cable television or private communication system signs and returns the Company's cost estimate application, known as Consumer Charge Application Form, and payment.

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PART A – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS (Cont'd)

IV. Application for Attachment (Cont'd)

- C. If multiple applications are received by the Company with respect to any pole which the Company may at its election replace or rearrange to provide additional space for all such attachments, the Company will endeavor to equitably prorate between the applicants the common estimated costs of engineering, rearrangement and replacement which result from processing of multiple applications. The applicants shall be bound by the Company's determination as to any such proration of costs.

V. Security Requirements

- A. The cable television or private communication system desiring to attach its equipment and facilities to any of the Company's poles shall furnish bond or other security satisfactory to the Company in such amount as the Company from time to time may require. The security is for the purpose of guaranteeing the payment of any sums which may become due to the Company under this tariff including but not limited to the following:
1. Attachment rental fees.
 2. Charges for work performed for the benefit of the cable television or private communication system under the rates, terms and conditions of Part A of this tariff.
 3. Charges for the removal of the cable television's or private communication's system's facilities upon cancellation of the rights granted under Part A of this tariff.

VI. Construction, Maintenance and Inspection of Facilities

A. Construction and Maintenance

1. The cable television or private communication system is responsible for the proper design, construction and maintenance of its attachments.

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PART A – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS (Cont'd)

VI. Construction, Maintenance and Inspection of Facilities (Cont'd)

2. The attachments shall comply with the requirements and specifications of Rule 4901:3-1-08 of the Code of Rules and Regulations of the Public Utilities Commission of Ohio, effective June 20, 1977, and its amendments or revisions. The attachments shall also comply with any other rules or orders now in effect or that may be issued by the Public Utilities Commission of Ohio or other authority having jurisdiction.

Unless different standards are specified, the provisions of the National Electrical Safety Code (N.E.S.C.) and its amendments or revisions shall be applicable. Attachments shall comply with requirements of any applicable Federal, State, County or Municipal Codes.

3. The facilities installed by the cable television or private communication system shall not conflict with the use of poles by the Company or by other authorized users of the poles. If a conflict occurs, then the cable television or private communication system shall be required upon notice from the Company to do any of the following at its own expense:
 - a. Relocate or replace its facilities on the poles to remove the conflict.
 - b. Transfer its facilities to substituted poles.
 - c. Perform any other work in connection with the facilities which the Company determines to be appropriate.
4. Any rearrangement or transfer of the cable television's or private communication's system's facilities shall be done by such system's workmen. Replacement or poles required to accommodate the system's attachment shall be done by the Company or a contractor authorized by the Company.
5. The cable television's or private communication's system'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.

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PART A – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS (Cont'd)

VI. Construction, Maintenance and Inspection of Facilities (Cont'd)

B. Company Specifications

1. General

The cable television's or private communication's system's equipment and facilities to be attached to the Company's poles shall be placed and maintained in accordance with the requirements and specifications of the Company. The Company will, at its discretion, furnish to the cable television or private communication company written and/or illustrated materials which will specify and explain such requirements and specifications.

Electric service for power supplies of cable television shall be supplied from the lines of the Company in a manner specified by the Company.

2. Voltage, Power, Electrical Interference

- a. Cable television or private communication system attachments shall not use or carry voltages or currents in excess of the limits defined for communications conductors in the N.E.S.C. However, all parts of the attachments carrying voltages to ground shall be enclosed in an effectively grounded sheath or shield, closed in an effectively grounded sheath or shield, where required by the N.E.S.C. All energized parts of the attachments shall be suitably covered to prevent accidental contact by the general public, the Company's workmen or workmen of telephone companies having facilities on the same job.
- b. The Company shall determine whether the attachments cause or may cause electrical interference with the Company's facilities. The cable television or private communication system shall, on demand of the Company, correct immediately at the system'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.

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PART A – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS (Cont'd)

VI. Construction, Maintenance and Inspection of Facilities (Cont'd)

3. Grounding and Bonding

- a. All cable television or private communication system power supplies shall be grounded. The neutral side of the power drop shall be continuous, not fused, and shall be bonded to the power supply cabinet. The cabinet shall be connected to an earth ground at the pole. Where the Company has a groundwire running down the pole, the cabinet can be connected to it if the Company permits. Where the Company's vertical ground wire is not available, the cable television or private communication system must provide grounding acceptable to the Company. All cabinets, housings and metal socket bases on a common pole shall be bonded to each other and to the cable television's or private communication's system's strand.
- b. Where two or more aerial suspension strands are located on the same pole, the suspensions strands shall be bonded together by the cable television or private communication system at the first, last and every intermediate tenth pole until the remaining section between bonds is not more than thirteen nor less than four spans. Strands shall be bonded at or near the first pole on each side of underground dips. All strand bonds are to be made with #6 copper wire and approved clamps.
- c. Strands supporting drop wire shall be bonded to the cable suspension strand.

4. Clearances

The cable television or private communication system attachments, whether above ground or underground, are subject to the same clearances as communications facilities and shall meet all of the clearance requirements of the N.E.S.C.

The cable television or private communication system shall obtain appropriate approvals and do its own tree trimming at its own expense.

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PART A – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS (Cont'd)

VI. Construction, Maintenance and Inspection of Facilities (Cont'd)

5. Location and Spacing

- a. In the discretion of the Company, attachment of facilities will not be permitted in certain instances such as on high voltage structures, structures supporting long distance spans, and on other high voltage facilities.
- b. Power supply cabinets and other pole-mounted equipment shall not be permitted on poles where any of the following are present:
 - 1) Underground riser cable or pipe.
 - 2) Transformers, reclosers, sectionalizing capacitors, or similar types of power utility equipment.
 - 3) Other equipment of a size that would impair climbing or working space if an additional pole-mounted facility were installed.
 - 4) Situations deemed by the Company to be sensitive from the standpoint of pole line appearance.
- c. The cable television or private communication system shall be required to place all of its attachments, including amplifiers, power supplies, terminals, conduit duct, splitters, taps, and underground riser cable or pipe so as not to interfere with climbing space, as defined in the N.E.S.C. or specifically defined by the Company.

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PART A – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS (Cont'd)

VI. Construction, Maintenance and Inspection of Facilities (Cont'd)

6. Loading

- a. The cable television or private communication system shall furnish to the company the details as to the ultimate strength, tension at 60°F, and maximum tension in its suspension strand or conductor under the applicable storm loading specifications in the N.E.S.C.
- b. The cable television or private communication system shall furnish to the Company 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 N.E.S.C. or appropriate local code for the loading area concerned. N.E.S.C. (Rule 250) covers the degree of loading (light, medium, heavy) appropriate in different sections of the country. Where any governmental authority designates a heavier degree of loading than the N.E.S.C., the local requirements shall govern.

7. Guying and Stepping

- a. Guying will be required on poles where the total unbalanced load, including the tension due to the cable television or private communication system attachments under the appropriate storm loading prescribed by the N.E.S.C. (Rule 251), exceeds 200 pounds.
- b. Guys, when required, shall be of such material and dimensions as to provide adequate strength to withstand the transverse loads specified in the N.E.S.C. (Rule 252B), and the longitudinal load assumed in this Code.
- c. Guy guards shall be installed in compliance with N.E.S.C.

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BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS (Cont'd)

VI. Construction, Maintenance and Inspection of Facilities (Cont'd)

- d. The cable television or private communication system may attach its guy to the Company's anchor rods where the Company specifically authorizes it in writing. The cable television or private communication system will pay the annual anchor rental charge set forth in the System Rental Fees contained in Part A, Section VIII, of this tariff.
- e. Should it become necessary for the Company to replace or relocate an anchor to which the cable television or private communication system is attached, the system shall be responsible for the transfer of its own equipment, and if the Company replaces the anchor to provide added strength for the cable television or private communication system's requirements, the anchor shall be replaced by the Company at the System's expense if the existing anchor rod would support the Company's attachment without regard to the cable television or private communication system's guy.
- f. Guys shall be insulated as specified in N.E.S.C. The cable television or private communication system guys shall not short-circuit guy insulators.
- g. Material used for guys shall be compatible from a corrosion standpoint with the hardware to which they are attached.
- h. The Company will determine the extent, method and manner of stepping required considering the facilities located on the pole, safety requirements and the hazards of stepping any particular pole.

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PART A – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS (Cont'd)

VI. Construction, Maintenance and Inspection of Facilities (Cont'd)

- i. Where the Company determines that because of a cable television or private communication system attachment to a pole, a pole must be guyed or stepped, the system will bear the cost of providing the guying or stepping.

C. Inspections

The Company, because of its service obligations to the public, reserves the right to inspect each new installation of the cable television or private communication system's equipment and facilities on the Company's poles or within the area around the Company's lines or equipment and to make periodic inspections of the entire plant of the cable television or private communication system. The cable television or private communication system shall, on demand, reimburse the Company for the expense of such inspections when the system facilities are found not to conform to the provisions of this tariff.

VII. Emergency Conditions

If in the judgment of the Company (such judgment to be conclusive) a condition exists which may endanger the safety of the Company's employees or interfere with the performance of the Company's emergency service obligations, then the Company may without notice to the cable television or private communication system rearrange, relocate, remove or replace the system's equipment and facilities at the expense of the cable television or private communication system. Upon notification, any temporary repairs or rearrangements made by the Company shall be promptly scheduled for permanent repairs by the cable television at the system's expense.

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PART A – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS (Cont'd)

VIII. Pole Attachment Rental Fees

A. The cable television or private communication system shall pay to the Company the following pole attachment rental fees:

1. \$12.78 per year rental for each pole attachment.
2. \$7.00 per year rental for each anchor attachment.

The Company will only file to adjust pole attachment rates once in a given calendar year period, unless otherwise required by law.

B. January billing for pole and anchor attachment rental fees shall be at the rate of 50% of the annual rental fee for all attachments accepted during the preceding year, plus a 100% annual rental fee for all attachments for the current year.

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

D. If the Company finds or learns of any equipment or facilities of the cable television or private communication system on a pole for which no attachment is authorized, then the Company may take the following actions:

1. The Company may require the cable television or private communication system to remove the equipment and facilities immediately, or
2. The Company may remove the facilities and equipment at the cable television or private communication system's expense and without liability to the Company, or
3. The Company may impose a charge and may require the cable television or private communication system to file and have processed the Company's application for pole attachment.

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PART A – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS (Cont'd)

VIII. Pole Attachment Rental Fees

For the purpose of determining the charge, absent satisfactory evidence to the contrary, the unauthorized use shall be treated as having existed for a period of one (1) year prior to its discovery or for the period beginning with the effective date of this tariff, whichever shall be shorter. The charge shall be due and payable immediately.

- E. If a telephone company terminates its ownership interest in a pole jointly owned by the telephone company and the Company, and if a cable television or private communication system is paying rental fees to the telephone company for the use of the pole, then the Company will notify the cable television or private communication system that the Company is taking over sole ownership and that the Company will be billing the system for rent starting the following year.

The Company will not charge the cable television or private communication system for the record changes associated with such ownership modification.

IX. Additional Charges

A. Initial Additional Charges

1. When applications are received for cable television or private communication system pole attachments, the Company shall determine if any costs in addition to attachment rental fees should be paid by the system. Additional charges would be incurred for the cost caused by the following factors:
 - a. If the Company determines that any pole of the Company to which cable television or private communication system desires to make attachments is inadequate to support or accommodate the additional facilities of cable television or private communication system, and if the Company is willing to replace the pole to permit the necessary attachments, then the system agrees to reimburse the Company for the cost and expense of replacing the inadequate pole with a suitable pole. The Company's cost shall include its share of the installed cost of the new pole, the costs of removal less any salvage recovery and the costs of transferring its facilities from the old to the new pole.

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PART A – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS (Cont'd)

IX. Additional Charges (Cont'd)

- b. If the Company determines that the attachments the cable television or private communication system desires to make can be accommodated on present poles of the Company by rearranging or changing the facilities of the Company or of a third party, and if the Company is willing to make the rearrangements or changes to permit the additional attachments, then the system agrees to reimburse the Company for the cost and expense for making the rearrangements or changes.
- c. The cable television or private communication system shall pay the Company for all of its unreimbursed costs to transfer the facilities of a third party to another pole or to rearrange the facilities to accommodate the system's proposed attachments.
- d. The cable television or private communication system shall pay the costs for the Company evaluating the system's requests for attachments, billing, inspections, engineering and anchorage. Such costs shall be based on the full estimated cost and expense, including overheads, of such work determined in accordance with the regular and customary methods used by the Company in determining such costs.

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BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS (Cont'd)

IX. Additional Charges (Cont'd)

2. If additional charges are to be incurred, then the Company will indicate on the Consumer Charge Application Form the total estimated charges for the work to be performed for or by the Company for factors (a) through (d) as listed above. If the cable television or private communication system still desires to make the attachments, then it shall return the appropriate signed copy of the Consumer Charge Application Form and payment to the Company. The Company will then perform or have performed the work as soon as practicable in accordance with the Company's service requirements. The Company will notify the system when the work is completed.

B. Subsequent Additional Costs

Additional costs may also be incurred by the cable television or private communication system for the following factors:

1. The cable television or private communication system shall pay the Company the costs for all billing to the system required under this tariff.
2. If at any time in the future the Company should be required to pay any city or other governing body any special privilege, license or occupation tax as a direct or indirect result of allowing its poles to be used as supporting structures for cable television or private communication system's equipment or facilities, then the system shall reimburse the Company, upon demand, for such payments.

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BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS (Cont'd)

IX. Additional Charges (Cont'd)

C. Payment Date

Any and all other bills, including make ready work, are due and payable within twenty-one (21) days of receipt. The twenty-one day period to accept a valid estimate for make ready work and make payment will be held in abeyance pending resolution of any dispute or inquiry.

X. Cancellation of Cable Television or Private Communication System Attachment Rights

A. Reasons for Cancellation

1. The attachment rights of the cable television or private communication system shall be canceled when the company requests it in writing.
2. If the Company is advised by governmental authority or private property owners that use of any pole is not authorized and is objected to by the governmental authority or private property owner and as a result the Company must remove, sell or otherwise dispose of the pole, then the cable television or private communication system attachment rights shall be canceled and the system shall promptly remove its facilities from the affected pole if the Company requests the removal.
3. The Company shall have the right to cancel any or all rights granted to a cable television or private communication system if the system's facilities are maintained or used in violation of any law or in aid of any unlawful act or undertaking.
4. If the cable television or private communication system fails to comply with any of the terms or conditions or defaults in any of its obligations under this tariff, and if the cable television or private communication system fails to correct such default or noncompliance within thirty (30) days after written notice from the Company, then the Company may terminate attachment rights granted to the system for any or all poles. Until the default or noncompliance has been corrected, the Company shall not be required to accept applications from the cable television or private communication system for additional attachments.

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BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS (Cont'd)

X. Cancellation of Cable Television or Private Communication System Attachment Rights (Cont'd)

B. Procedure for Cancellation

1. The Company shall notify the cable television or private communication system in writing of any cancellation of the company's pole attachment rights. Upon receipt of notice of cancellation, the cable television or private communication system must remove its facilities immediately from the poles at its own expense. The cable television or private communication system must then notify the Company in writing when removal of the facilities is completed.
2. If the cable television or private communication system fails to remove its facilities within ten (10) days from receipt of notice of cancellation, the Company reserves the right to remove the system's facilities from any or all of the Company's poles at the cost and expense of the cable television or private communication system and without any liability to the Company. If the Company exercises its right to remove cable television or private communication system's facilities from the Company's poles, then the Company will deliver to the cable television or private communication system the facilities removed upon payment of the cost of removal, storage and delivery, and all other amounts due the Company.
3. Upon cancellation of a right granted under this tariff, no refund of any attachment fee shall be made.

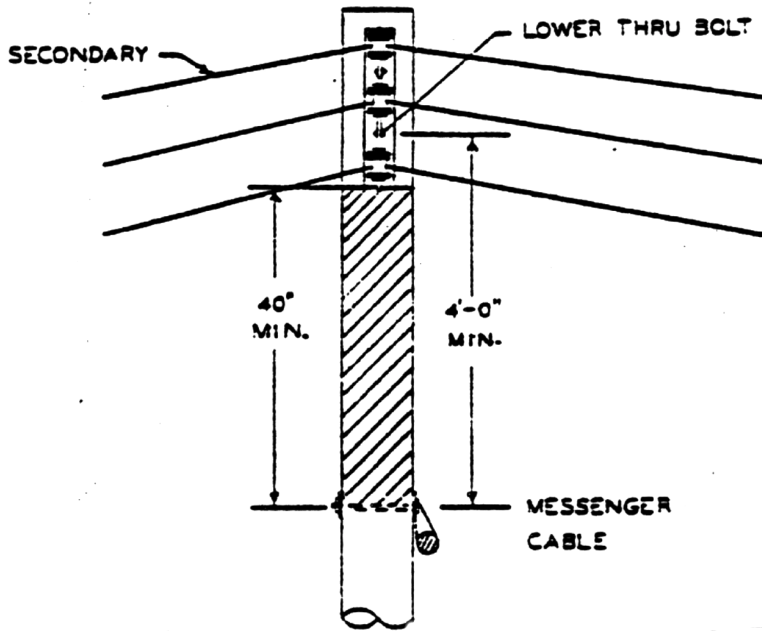
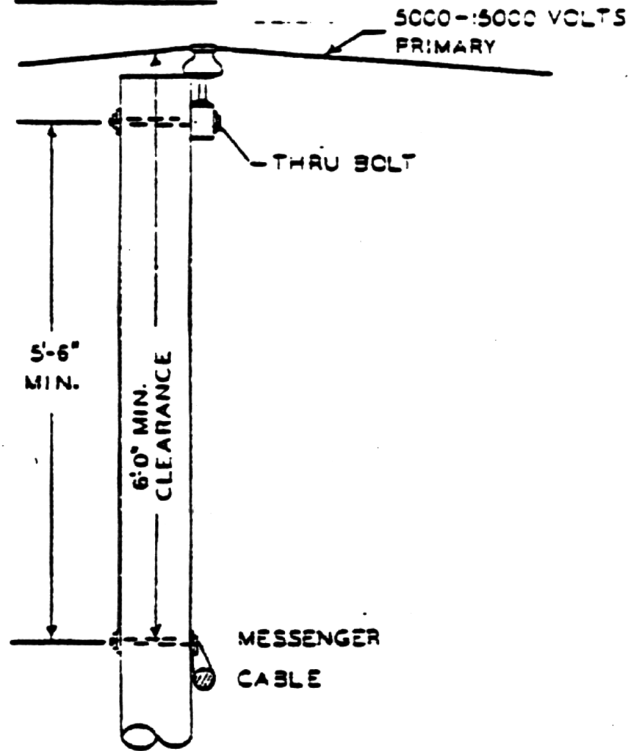
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P.U.C.O. NO. 1
POLE ATTACHMENT TARIFF

ILLUSTRATIONS

PRIMARY & SECONDARY CROSSING
OVER COMMUNICATION CABLE
POLE CONTACT



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ILLUSTRATIONS (Cont'd)

FIG. 1 ARRANGEMENT OF
CABLE TELEVISION
DROPS

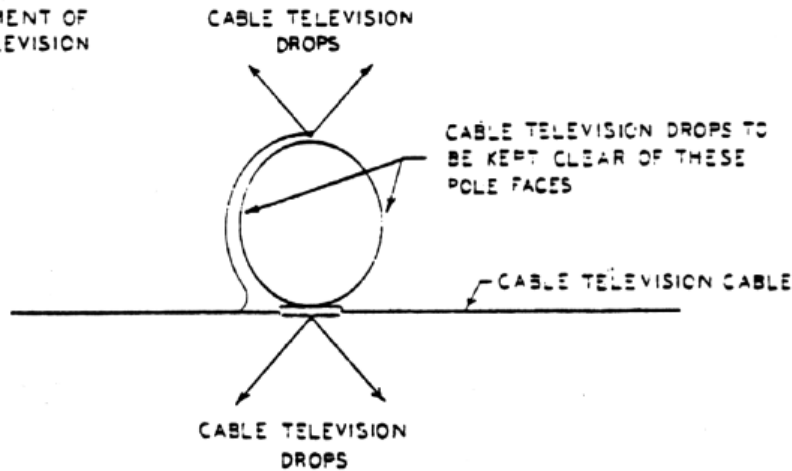


Fig. 2 – Clearances Between Cable Television Cable, Drops, Equipment and Lamp Brackets

Lamp Bracket Signal Facility Clearance Table

Lamp Bracket Attachment	Lamp Bracket Clearances – Min.	
	Ungrounded Brkt.	Grounded Brkt.
	Inches	
Above Signal Open Wire	<u>120V</u> <u>480V</u> 20 20	<u>120V or 480V</u> 20
Below Signal Open Wire	<u>120V</u> <u>480V</u> 24 40	<u>120V or 480V</u> 24
Above Signal Cable	<u>120V</u> <u>480V</u> 20 20	<u>120V or 480V</u> 12*
Below Signal Cable	<u>120V</u> <u>480V</u> 20 40	<u>120V or 480V</u> 12*

* Drip loops of conductors entering street light brackets from the surface of the pole shall be at least 12 inches from communication cables or telephone through bolts.

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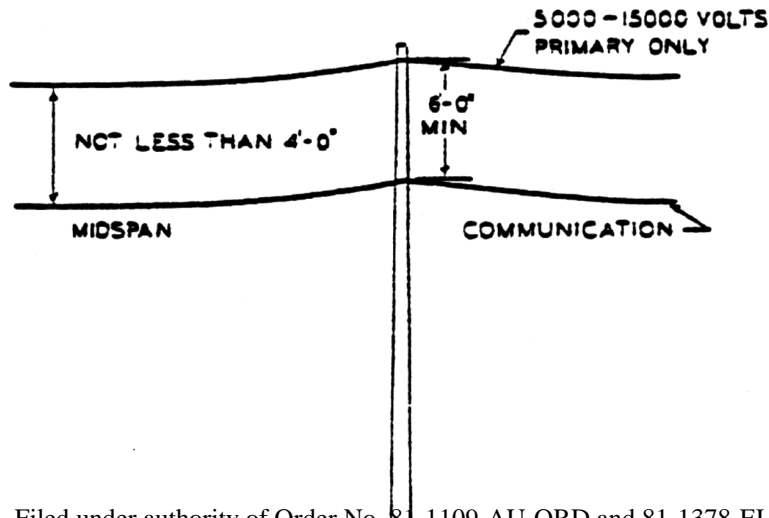
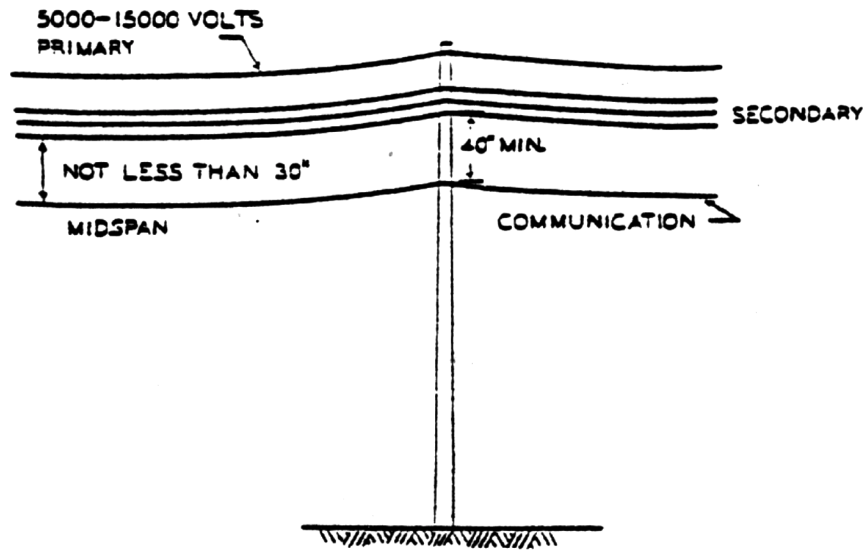
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ILLUSTRATIONS (Cont'd)

PRIMARY & SECONDARY
CLEARANCES TO COMMUNICATION LINES
GRADE C CONSTRUCTION



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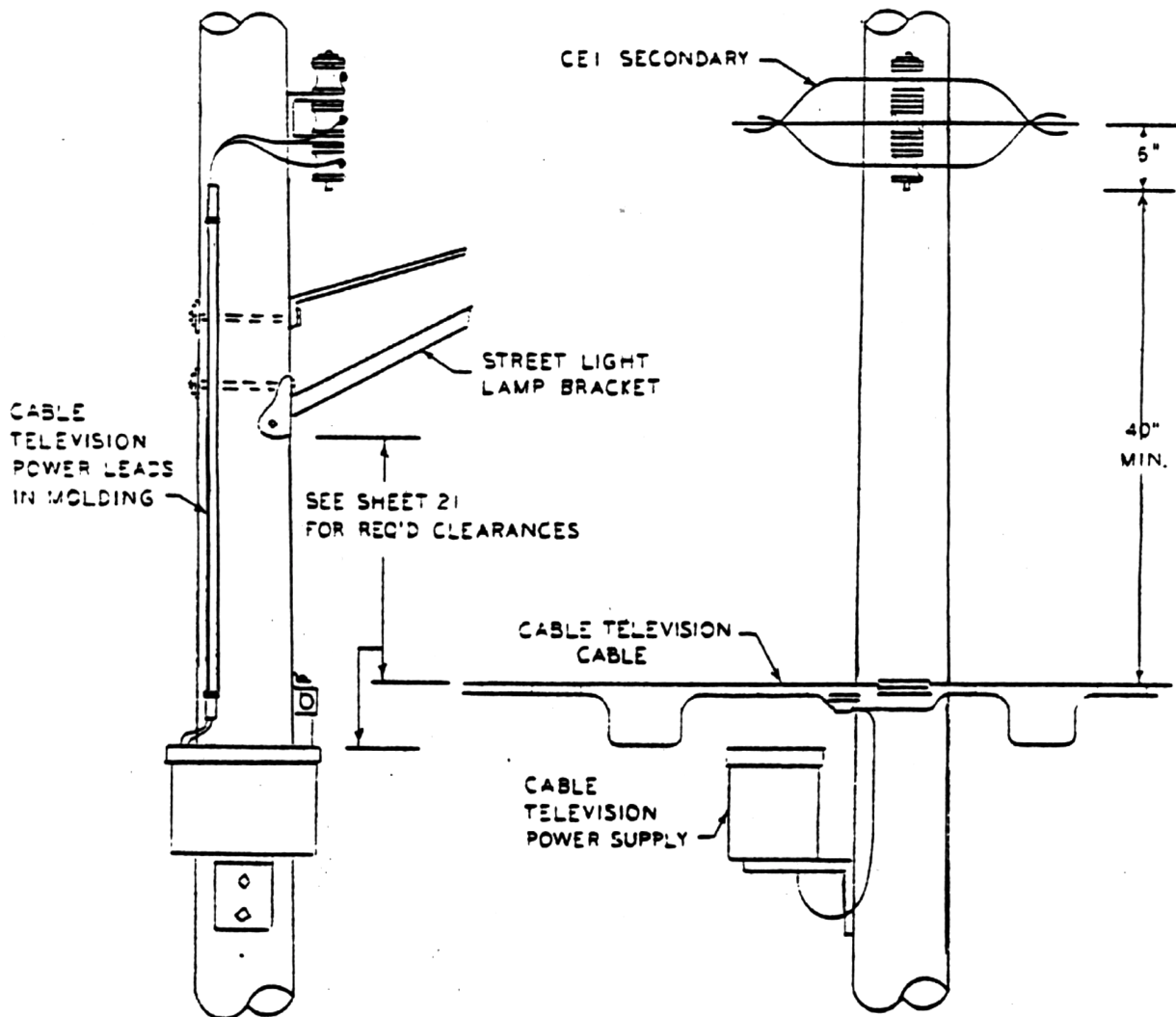
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ILLUSTRATIONS (Cont'd)

TYPICAL CABLE TELEVISION
POWER SUPPLY INSTALLATION



NOTE

**CABLE TELEVISION CABLE TO BE ON SAME
SIDE OF POLE AS CEI SECONDARY**

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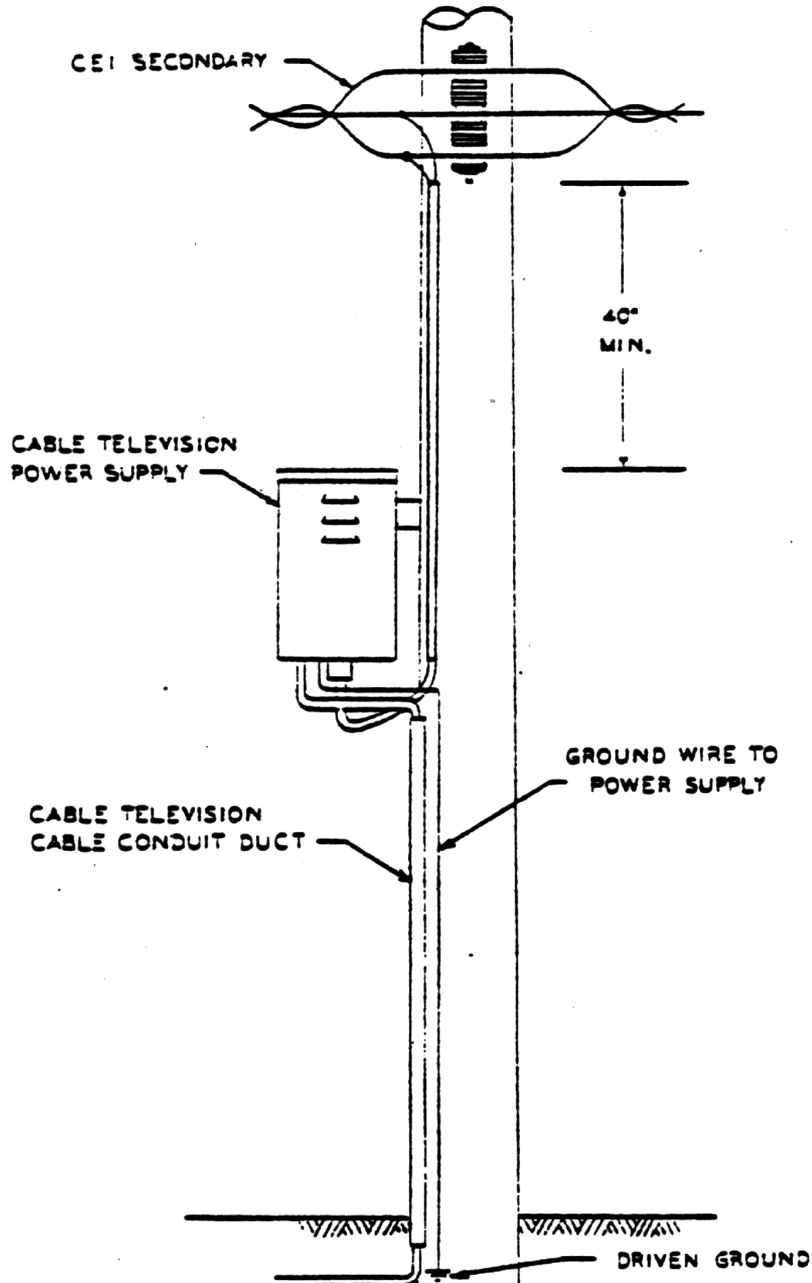
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ILLUSTRATIONS (Cont'd)

POWER SUPPLY LOCATION
SERVING BURIED OR UNDERGROUND CABLE



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I. Applicability and Scope

- A. This Part B of the tariff applies to any noncable television, nonprivate communication, nonpublic or nonmunicipal utility system attachment by any person or entity to a fully-owned Company pole or to the Company controlled space on a jointly-owned pole. Such attachments may include but are not limited to attachments by public and private persons and entities for fire and traffic signal purposes and for security purposes. Attachments under this tariff shall be made pursuant to 4901:1-3, Ohio Administrative Code.
- B. Such attachments to Company poles will not be permitted where the attachments will interfere with the Company's own service requirements, or will be prejudicial to the economy, safety or future needs of the Company's service or the use of its facilities by others with prior rights to such use.

II. Limitations

- A. The Company may deny an attaching entity access to its poles, ducts, conduits, or rights-of-way, on a nondiscriminatory basis where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes. Attachments by any person or entity to poles under Part B of this tariff shall not create or vest in such person or entity any ownership or property rights in the poles affected.
- B. Attachments by any person or entity to poles under Part B of this tariff shall not create or vest in such person or entity any right to compel the Company to construct, retain, extend, place or maintain any poles not needed for its own service requirements.
- C. Attachments by any person or entity to poles under Part B of this tariff shall not relieve such person or entity from the obligation of obtaining from appropriate public authorities and private owners of real property any and all permits, franchises, licenses and grants required by law for such attachments.

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PART B – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY ANY PERSON OR ENTITY OTHER THAN A PUBLIC OR MUNICIPAL UTILITY,
CABLE TELEVISION OR PRIVATE COMMUNICATION SYSTEM (Cont'd)

II. Limitations (Cont'd)

- D. Attachment rights by any person or entity under Part B of this tariff shall not be assigned or in any manner transferred without the prior written consent of the Company, which shall not unreasonably withhold such consent. If consent is granted, the provisions of Part B of this tariff shall extend to and bind such person's or entity's successor.
- E. The Company reserves to itself, its successors or it assigns the right to maintain its poles and to operate its facilities in such manner as will best enable it, in its discretion, to fulfill its own service requirements.
- F. The Company shall not be liable to any such person or entity for any interruption in service or for any interference with the operation of any pole attachment equipment or facilities arising in any manner out of the use of the Company's poles.
- G. The Company shall not be responsible for any rearrangement of any such person's or entity's facilities necessitated by a telephone company purchasing an interest in a fully-owned Company pole on which said person or entity has been granted attachment rights.
- H. The Company shall provide all attaching entities no less than sixty days written notice prior to:
 - (a) Removal of facilities or termination of any service to those facilities;
 - (b) Any increase in pole attachment rates; or
 - (c) Any modification of facilities other than routine maintenance or modification in response to emergencies.Within fifteen days of such notice an attaching entity may file with the commission a petition for temporary stay of the action contained in a notice.

III. Liability and Damages

- A. Any person or entity attaching to poles under Part B of this tariff shall exercise special precaution to avoid damaging the cables, equipment or facilities of the Company and of others occupying the Company's poles and assume all responsibility for any and all loss or damage arising from or out of any such person's or entity's attachment to the poles. Said person or entity shall immediately report to the Company the occurrence of any damage and agrees to reimburse the Company for the expense incurred in making the repairs.

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CABLE TELEVISION OR PRIVATE COMMUNICATION SYSTEM (Cont'd)

III. Liability and Damages (Cont'd)

- B. Any person or entity attaching to poles under Part B of this tariff shall indemnify and hold the Company harmless against any and all claims, demands, causes of action, damage, costs or liabilities of every kind which may arise out of or be caused by the attachment of such person's or entity's facilities to poles, including but not limited to, the following:
1. The erection, maintenance, presence, use or removal of any such person's entity's facilities or equipment on the Company's poles.
 2. Any act of any such person or entity on or in the vicinity of the Company's poles.
 3. Any interruption, discontinuance or interference with any such person's or entity's service caused by any action of the Company pursuant to or consistent with the rates, terms and conditions of Part B of this tariff.

IV. Application for Attachment

- A. Any person or entity desiring to attach facilities to Company poles under Part B of this tariff shall submit in duplicate a written request for such attachment. Such request shall include a complete description of the pole and the attachment sought to be made, shall include drawings or sketches as appropriate, and shall be supplemented by any further information requested by the Company. The application process shall be consistent with the rights and obligations set forth in 4901:1-3-03(B)(1) and (2), Ohio Administrative Code.

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IV. Application for Attachment (Cont'd)

- B. The request shall be considered granted and the attachment permitted when the person or entity signs and returns the Company's cost estimate application for Company charges associated with the attachment, and payment.

V. Security Requirements

- A. Any person or entity desiring to attach its equipment and facilities to any of the Company's poles shall furnish bond or other security satisfactory to the Company in such amount as the Company from time to time may require. The security is for the purpose of guaranteeing the payment of any sums which may become due to the Company under this tariff including but not limited to the following:
1. Charges for work performed for the benefit of such person's or entity's system under the rates, terms and conditions of Part B of this tariff.
 2. Charges for the removal of such person's or entity's facilities upon cancellation of the rights granted under Part B of this tariff.

VI. Construction, Maintenance and Inspection of Facilities

A. Construction and Maintenance

1. Any person or entity is responsible for the proper design, construction and maintenance of its attachments.
2. The attachments shall comply with the requirements and specifications of Rule 4901:3-1-08 of the Code of Rules and Regulations of the Public Utilities Commission of Ohio, effective June 20, 1977, and its amendments or revisions. The attachments shall also comply with any other rules or orders now in effect or that may be issued by the Public Utilities Commission of Ohio or other authority having jurisdiction.

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VI. Construction, Maintenance and Inspection of Facilities (Cont'd)

Unless different standards are specified, the provisions of the National Electrical Safety Code (N.E.S.C) and its amendments or revisions shall be applicable. Attachments shall comply with requirements of any applicable Federal, State, County or Municipal Codes.

3. The facilities installed shall not conflict with the use of poles by the Company or by other authorized users of the poles. If a conflict occurs, then such person or entity shall be required upon notice from the Company to do any of the following at its own expense:
 - a. Relocate or replace its facilities on the poles to remove the conflict.
 - b. Transfer its facilities to substituted poles.
 - c. Perform any other work in connection with the facilities which the Company determines to be appropriate.
4. Any rearrangement or transfer of non-Company facilities shall be done by such person's or entity's workmen. Replacement of poles required to accommodate such person's or entity's attachment shall be done by the Company or a contractor authorized by the Company.

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VI. Construction, Maintenance and Inspection of Facilities (Cont'd)

5. Such person's or entity'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.

B. Company Specifications

1. General

Equipment and facilities to be attached to the Company's poles shall be placed and maintained in accordance with the requirements and specifications of the Company. The Company will, at its discretion, furnish to such person or entity written and/or illustrated materials which will specify and explain such requirements and specifications.

2. Voltage, Power, Electrical Interference

- a. Attachments shall not use or carry voltages or currents in excess of the limits defined for communications conductors in the N.E.S.C. However, all parts of the attachments carrying voltages to ground shall be enclosed in an effectively grounded sheath or shield, where required by the N.E.S.C. All energized parts of the attachments shall be suitably covered to prevent accidental contact by the general public, the Company's workmen or workmen of other companies having facilities on the same pole.

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VI. Construction, Maintenance and Inspection of Facilities (Cont'd)

- b. The Company shall determine whether the attachments cause or may cause electrical interference with the Company's facilities. Such person or entity shall, on demand of the Company, correct 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.

3. Grounding and Bonding

- a. Power supplies shall be grounded. The neutral side of the power drop shall be continuous, not fused, and shall be bonded to the power supply cabinet. The cabinet shall be connected to an earth ground at the pole. Where the Company has a ground wire running down the pole, the cabinet can be connected to it if the Company permits. Where the Company's vertical ground wire is not available, such person's or entity's system must provide grounding acceptable to the Company. All cabinets, housings and metal socket bases on a common pole shall be bonded to each other and to said person or entity's system strand.
- b. Where two or more aerial suspension stands are located on the same pole, the suspension strands shall be bonded together by such person or entity at the first, last and every intermediate tenth pole until the remaining section between bonds is not more than thirteen nor less than four spans. Strands shall be bonded at or near the first pole on each side of underground dips. All strand bonds are to be made with #6 copper wire and approved clamps.

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VI. Construction, Maintenance and Inspection of Facilities (Cont'd)

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

4. Clearances

Attachments, whether above ground or underground, are subject to the same clearances as communications facilities and shall meet all of the clearance requirements of the N.E.S.C.

Any person or entity shall obtain appropriate approvals and do its own tree trimming at its own expense.

5. Location and Spacing

a. In the discretion of the Company, attachment of facilities will not be permitted in certain instances such as on high voltage structures, structures supporting long distance spans, and on other high voltage facilities.

b. Power supply cabinets and other pole-mounted equipment shall not be permitted on poles where any of the following are present:

- 1) Underground riser cable or pipe.
- 2) Transformers, reclosers, sectionalizing capacitors, or other similar types of power utility equipment.

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VI. Construction, Maintenance and Inspection of Facilities (Cont'd)

- 3) Other equipment of a size that would impair climbing or working space if an additional pole-mounted facility were installed.
- 4) Situations deemed by the Company to be sensitive from the standpoint of pole line appearance.
- c. Attachments, including amplifiers, power supplies, terminals, conduit duct, splitters, taps, and underground riser cable or pipe shall be placed so as not to interfere with climbing space, as defined in the N.E.S.C. or specifically defined by the Company.
6. Loading
 - a. Any person or entity shall furnish to the Company the details as to the ultimate strength, tension at 60°F, and maximum tension in its suspension strand or conductor under the applicable storm loading specifications in the N.E.S.C.
 - b. Any person or entity shall furnish to the Company 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 N.E.S.C. or appropriate local code for the loading area concerned. N.E.S.C. (Rule 250) covers the degree of loading (light, medium, heavy) appropriate in different sections of the country. Where any governmental authority designates a heavier degree of loading than the N.E.S.C., the local requirements shall govern.

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VI. Construction, Maintenance and Inspection of Facilities (Cont'd)

7. Guying and Stepping

- a. Guying will be required on poles where the total unbalanced load, including the tension due to the attachments under the appropriate storm loading prescribed by the N.E.S.C. (Rule 251), exceeds 200 pounds.
- b. Guys, when required, shall be of such material and dimensions as to provide adequate strength to withstand the transverse loads specified in the N.E.S.C. (Rule 252B), and the longitudinal load assumed in this Code.
- c. Guy guards shall be installed in compliance with N.E.S.C.
- d. A guy may be attached to the Company's anchor rods where the Company specifically authorizes it in writing.
- e. Should it become necessary for the Company to replace or relocate an anchor to which such person or entity is attached, said person or entity shall be responsible for the transfer of its own equipment, and if the Company replaces the anchor to provide added strength for such person's or entity's requirements, the anchor shall be replaced by the Company at said person's or entity's expense if the existing anchor rod would support the Company's attachment without regard to said person's entity's guy.
- f. Guys shall be insulated as specified in N.E.S.C. Such person's or entity's guys shall not short-circuit guy insulators.

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VI. Construction, Maintenance and Inspection of Facilities (Cont'd)

- g. Material used for guys shall be compatible from a corrosion standpoint with the hardware to which they are attached.
- h. The Company will determine the extent, method and manner of stepping required considering the facilities located on the pole, safety requirements and the hazards of stepping any particular pole.
- i. Where the Company determines that because of any person's or entity's attachment to a pole, a pole must be guyed or stepped, such person or entity will bear the cost of providing the guying or stepping.

C. Inspections

The Company, because of its service obligations to the public, reserves the right to inspect each new installation of any person's or entity's equipment and facilities on the Company's poles or within the area around the Company's lines or equipment and to make periodic inspections of the entire plant of such system. Any person or entity shall, on demand, reimburse the Company for the expense of such inspections when such person's or entity's facilities are found not to conform to the provisions of this tariff.

VII. Emergency Conditions

If in the judgement of the Company *such judgement to be conclusive) a condition exists which may endanger the safety of the Company's employees or interfere with the performance of the Company's emergency service obligations, then the Company may without notice to any person or entity rearrange, relocate, remove or replace such person's or entity's equipment and facilities at the expense of said person or entity. Upon notification, any temporary repairs or rearrangements made by the Company shall be promptly scheduled for permanent repairs by such person or entity at its expense.

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VIII. Charges

A. Initial Charges

1. When applications are received for pole attachments from any person or entity, the Company shall determine the costs to be paid by such person or entity. Charges would be incurred for the cost caused by the following factors:
 - a. If the Company determines that any pole of the Company to which such person or entity desires to make attachment is inadequate to support or accommodate the additional facilities of said person or entity, and if the Company is willing to replace the pole to permit the necessary attachment, then said person or entity agrees to reimburse the Company for the cost and expense of replacing the inadequate pole with a suitable pole. The Company's cost shall include its share of the installed cost of the new pole, the cost of removal less any salvage recovery and the costs of transferring its facilities from the old to the new pole.
 - b. If the Company determines that the attachments such person or entity desires to make can be accommodated on present poles of the Company by rearranging or changing the facilities of the Company or of a third party, and if the Company is willing to make the rearrangements or changes to permit the additional attachments, then said person or entity agrees to reimburse the Company for the cost and expense of making the rearrangements or changes.

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VIII. Charges (Cont'd)

- c. Such person or entity shall pay the Company for all of its unreimbursed costs to transfer the facilities of a third party to another pole or to rearrange the facilities to accommodate said person's or entity's proposed attachments.
 - d. Such person or entity shall pay the costs for the Company evaluating said person's or entity's requests for attachments, billing, inspections, engineering and anchorage. Such costs shall be based on the full estimated cost and expense, including overheads, of such work determined in accordance with the regular and customary methods used by the Company in determining such costs.
2. If charges are to be incurred, then the Company will indicate the total estimated charges for the work to be performed for or by the Company for factors (a) through (d) as listed above. If such person or entity still desires to make the attachments, then it shall return the appropriate signed copy of the Consumer Charge Application Form and payment to the Company. The Company will then perform or have performed the work as soon as is practicable in accordance with the Company's service requirements. The Company will notify said person or entity when the work is completed.

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VIII. Charges (Cont'd)

B. Subsequent Costs

If at any time in the future the Company should be required to pay any city or other governing body any special privilege, license or occupation tax as a direct or indirect result of allowing its poles to be used as supporting structures for such person's or entity's equipment or facilities, then said person or entity shall reimburse the Company, upon demand, for such payments.

C. Payment Date

Any and all other bills, including make ready work, are due and payable within twenty-one (21) days of receipt. The twenty-one day period to accept a valid estimate for make ready work and make payment will be held in abeyance pending resolution of any dispute or inquiry.

IX. Cancellation of Attachment Rights for Any Person or Entity

A. Reasons for Cancellation

1. The attachment rights of any person or entity shall be cancelled when such person or entity requests it in writing.
2. If the Company is advised by governmental authorities or private property owners that use of any pole is not authorized and is objected to by the governmental authority or private property owner and as a result the Company must remove, sell or otherwise dispose of the pole, then the attachment rights of any person or entity shall be cancelled and such person or entity shall promptly remove its facilities from the affected pole if the Company requests the removal.

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CABLE TELEVISION OR PRIVATE COMMUNICATION SYSTEM (Cont'd)

IX. Cancellation of Attachment Rights for Any Person or Entity (Cont'd)

3. The Company shall have the right to cancel any or all rights granted to any person or entity if such person or entity's facilities are maintained or used in violation of any law or in aid of any unlawful act or undertaking.
4. If any person or entity fails to comply with any of the terms of conditions or defaults in any of its obligations under this tariff, and if such person or entity fails to correct such default or noncompliance within thirty (30) days after written notice from the Company, then the Company may terminate attachment rights granted to said person or entity for any or all poles. Until the default or noncompliance has been corrected, the Company shall not be required to accept applications from such person or entity for additional attachment.

B. Procedures for Cancellation

1. The Company shall notify any person or entity in writing of any cancellation of such person's or entity's pole attachment rights. Upon receipt of notice of cancellation, said person or entity must remove its facilities immediately from the poles at its own expense. Such person or entity must then notify the Company in writing when removal of the facilities is completed.
2. If such person or entity fails to remove its facilities within ten (10) days from receipt of notice of cancellation, the Company reserves the right to remove said person's or entity's facilities from any or all of the Company's poles at the cost and expense of said person or entity and without any liability to the Company. If the Company exercises its right to remove such person's or entity's facilities from the company's poles, then the Company will deliver to said person or entity the facilities removed upon payment by said person or entity of the cost of removal, storage and delivery, and all other amounts due the Company.
3. Upon cancellation of a right granted under this tariff, no refund of any attachment fee shall be made.

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The Public Utilities Commission of Ohio, dated March 31, 1982 and January 5, 1983

Issued January 7, 1983 by Robert M. Ginn, President
Effective January 7, 1983