

POLE AND ANCHOR ATTACHMENT AND CONDUIT OCCUPANCY
ACCOMMODATIONS
PUCO NO. 1

CINCINNATI BELL TELEPHONE COMPANY LLC

1st Revised Page 1 (C)
Cancels Original Page 1

REGULATIONS AND RATES AND CHARGES

Applying to attachments to poles and
occupancy of conduit systems within
the operating territory of
Cincinnati Bell Telephone Company LLC
in the State of Ohio.

(C)

Issued: November 29, 2004

By: Christopher S. Colwell - Vice President Government Relations
Cincinnati, Ohio

Effective: December 29, 2004
In accordance with Case No.
04-XXXX-TP-ACO Issued by the
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By B. J. Stonebraker, Senior Vice President
Cincinnati, Ohio

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CELL CLASSIFICATIONS

Materials formerly appearing on this page now appears in the Preface to the
General Exchange Tariff.

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EXPLANATION OF SYMBOLS

- (C) - to signify changed regulations
- (D) - to signify discontinued rate or regulation
- (I) - to signify increase
- (N) - to signify new rate or regulation
- (R) - to signify reduction
- (S) - to signify reissued matter
- (T) - to signify change in text but no change in rate or regulations

EXPLANATION OF ABBREVIATIONS

- NEC - National Electrical Code
- NESC - National Electrical Safety Code
- OSHA - Occupational Safety and Health Act

REFERENCES TO OTHER TARIFFS

Whenever reference is made in this tariff to other tariffs of this company or to tariffs of Other Participating Carriers, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof.

Issued: January 12, 1983

By W. W. Victor, Vice President
Cincinnati, Ohio

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REGISTERED SERVICE MARKS AND TRADEMARKS

The following marks, used throughout this tariff, are registered service marks and trademarks of Cincinnati Bell Inc.

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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1. APPLICATION OF TARIFF

1.1 This Tariff contains the rates, terms and conditions (regulations and rates) applicable to pole attachments and conduit occupancy accommodations granted to attachee by Cincinnati Bell Inc., hereinafter referred to as the Telephone Company.

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2. REGULATIONS

2.1 Definitions

Anchor

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

Anchor Attachment

A guy strand attached to an anchor.

Attachee

The person, firm, corporation or other legal entity authorized by the Telephone Company to attach its facilities to poles and anchors, utilize anchors and/or guy strands, or place its facilities in a conduit system.

Attachee's Communications Facilities

All facilities, including but not limited to cables, equipment and associated hardware, owned and utilized by the attachee which are attached to a pole or anchor or occupy a conduit system.

Conduit

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

Conduit Occupancy

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

Conduit System

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

Duct

A single enclosed raceway for conductors or cables.

Guy Strand

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

Joint Owner

A person, firm, corporation or other legal entity sharing ownership of a pole and/or anchor with the Telephone Company.

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2. REGULATIONS (Cont'd)

2.1 Definitions (Cont'd)

Joint User

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

Manhole

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

Make-ready Work

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

Pole

A pole owned solely or in part by the Telephone Company and/or by others for which the Telephone Company is responsible for authorizing the attachment of attachee's communications facilities.

Pole Attachment

Any item of attachee's communications facilities affixed to a pole.

Prelicense Survey

All work operations required, including field inspection and administrative processing, to determine the make-ready work necessary to accommodate attachee's communications facilities on a pole or in a duct.

2.2 Undertaking of the Telephone Company

2.2.1 Scope

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

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2. REGULATIONS (Cont'd)

2.2 Undertaking of the Telephone Company (Cont'd)

2.2.2 Limitations

- (A) No use, however extended, of a pole or conduit system or payment of any charges required under this tariff shall create or vest in the attachee any easements or any ownership or property rights of any nature in such pole or conduit system.
- (B) Nothing contained in this tariff shall be construed to compel the Telephone Company to construct, reconstruct, retain, extend, repair, place, replace or maintain a pole, anchor, guy strand, conduit or other facilities for use by an attachee that is not needed for the Telephone Company's own service requirements.
- (C) Nothing contained in this tariff shall be construed as a limitation, restriction, or prohibition against the Telephone Company with respect to any agreement and arrangement which the Telephone Company has heretofore entered into, or may in the future enter into, with others not covered by this tariff regarding the poles, anchors, guy strands and conduit systems covered by this tariff. The rights of the attachee shall at all times be subject to any such existing and future agreement or arrangement.

2.2.3 Liability

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

The Telephone Company shall not be liable to the attachee for any interruption of attachee's service; for interference with the operation of the attachee's facilities; for any special, indirect, or consequential damages arising in any manner, including negligence of the Telephone Company, out of use by the attachee's communications facilities of a pole or conduit system or the

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2. REGULATIONS (Cont'd)

2.2 Undertaking of the Telephone Company (Cont'd)

2.2.3 Liability (Cont'd)

Telephone Company's actions or omissions in regard thereto, and attachee shall indemnify and save harmless the Telephone Company from and against any and all claims, demands, causes of action, costs and attorney's fees of whatever kind resulting therefrom. For additional liability information reference General Exchange Tariff, Section 2, paragraph B.1.

(N)
|
(N)

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

2.2.4 Termination of Authorizations

- (A) Authorizations for pole and conduit system occupancy granted under provisions of this tariff may be terminated by the Telephone Company if:

- (1) the attachee's insurance carrier shall at any time notify the Telephone Company that the policies of insurance, as required by 2.3.5 following, will be cancelled or changed so that those requirements will no longer be satisfied; or
- (2) any authorization which may be required by any governmental or private authority for the construction, operation and maintenance of the attachee's communications facilities is denied or revoked; or
- (3) the attachee's communications facilities are used or maintained in violation of any law or in aid of any unlawful act or undertaking; or

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2. REGULATIONS (Cont'd)

2.2.4 Termination of Authorizations (Cont'd)

- (4) the attachee ceases to have authority to construct and operate its facilities on public or private property at the location of a particular pole, anchor, or conduit covered by an authorization; or
 - (5) the attachee fails to comply with any of the provisions of this tariff or defaults in any of its obligations hereunder; or
 - (6) the attachee ceases to provide its communications services in the area covered by this tariff.
- (B) The Telephone Company will promptly notify the attachee in writing of any condition(s) applicable in (A) preceding. The attachee shall take immediate corrective action to eliminate any such condition(s) and shall confirm in writing to the Telephone Company within (30) days following receipt of such written notice that the cited condition(s) has ceased or been corrected. If attachee fails to discontinue or correct such condition(s) and fails to give the required written confirmation to the Telephone Company within the time period required, the Telephone Company may immediately terminate the attachment and/or occupancy authorization(s) affected by the condition(s).

2.2.5 Notices

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

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2. REGULATIONS (Cont'd)

2.3 Obligation of Attachee

2.3.1 Legal Requirements

- (A) Attachee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and maintain its facilities on such public or private property before it attaches its communications facilities to poles, or occupies conduit located on the same public and/or private property.
- (B) The attachee and Telephone Company shall at all times observe and comply with, and the provisions of this tariff are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the attachee and the Telephone Company under this tariff.
- (C) No authorization granted under this tariff shall extend to any pole or portion of a conduit system where the attachment or placement of attachee's communications facilities would result in a forfeiture of the rights of the Telephone Company or joint users to occupy the property on which such poles or conduit system are located. If the existence of attachee's communications facilities on a pole or in a conduit system would cause a forfeiture of the right of the Telephone 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 Telephone Company. If the attachee has not completed such removal within (60) days of receipt of such written notification the Telephone Company may perform and/or have performed such removal without liability on the part of the Telephone Company and attachee agrees to pay the Telephone Company or joint user or both, the cost thereof and for all losses and damages that may result.

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2. REGULATIONS (Cont'd)

2.3 Obligation of Attachee (Cont'd)

2.3.2 Assignment of Rights

Attachee shall not assign or transfer any authorization granted hereunder and such authorizations shall not insure to the benefit of attachee's successors or assigns without the prior written consent of the Telephone Company. The Telephone Company shall not unreasonably withhold such consent. In the event such consent is granted by the Telephone Company, the provisions of this tariff shall apply to and bind the successors and assigns of the attachee.

2.3.3 Construction, Maintenance and Removal of Attachee's Facilities

(A) Attachee shall, at its own expense, construct and maintain its facilities on poles, anchors and in conduit systems in a safe condition and in a manner acceptable to the Telephone Company so as not to physically conflict or electrically interfere with the facilities attached thereon or placed therein by the Telephone Company, joint users or other authorized attachees.

(1) The attachee's facilities shall be placed and maintained in accordance with the requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the Occupational Safety and Health Act (OSHA), the Bell System Manual of Construction Procedures (Blue Book), all of which are incorporated by reference in this tariff, and any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.

(2) If any part of attachee's facilities is not so placed and maintained in accordance with (1) preceding, and attachee has not corrected the violation within (60) days from receipt of written notice thereof from the Telephone Company, the Telephone Company may at its option correct said conditions. However, when in

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2. REGULATIONS (Cont'd)

2.3 Obligation of Attachee (Cont'd)

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

the sole judgment of the Telephone Company such conditions pose an immediate threat to the safety of the Telephone Company's employees or the public; interfere with the performance of the Telephone Company's service obligations; or pose an immediate threat to the physical integrity of Telephone Company's facilities, the Telephone Company may perform such work and/or take such action that it deems necessary without first giving written prior notice to the attachee and without subjecting itself to any liability. As soon as practicable thereafter, the Telephone Company will advise the attachee in writing of the work performed or the action taken and endeavor to arrange for reaccommodation of attachee's facilities so affected. The attachee shall be responsible for paying the Telephone Company or all costs incurred by the Telephone Company for such work, action and reaccommodation.

- (B) The Telephone Company shall specify the point of attachment on each pole to be occupied by attachee's communications facilities. Where communications facilities of more than one attachee are involved, the Telephone Company will attempt, to the extent practical, to designate the same relative position on each pole for each attachee's communications facilities.
- (C) Attachee shall notify the Telephone Company in writing at least (15) days before adding to, relocating, replacing or otherwise modifying its facilities attached to a pole.

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2. REGULATIONS (Cont'd)

2.3 Obligation of Attachee (Cont'd)

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

- (D) Attachee's communications facilities shall be placed in, maintained, removed from, relocated or replaced in a conduit system only after specific written authorization for the work to be performed and approval of the party to perform such work has been obtained in advance from the Telephone Company. The Telephone Company shall not withhold such authorization without good cause. The Telephone Company retains the right to specify what, if any, work shall be performed by the Telephone Company at attachee's expense.
- (E) The Telephone Company reserves the right to limit the type, number and size of attachee's facilities which may be placed in a conduit system. In each instance where attachee's facilities are to be placed in a conduit system, the Telephone Company shall designate the particular duct the facilities will occupy, the location where and manner in which attachee's communications facilities will enter and exit the conduit system, the racking of cables in a manhole and the specific location for any associated equipment which is permitted by the Telephone Company to occupy a conduit system.
- (F) The Telephone Company's manholes shall be opened only as permitted by Telephone Company authorized employees or agents. Attachee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes and conduct work operations therein. Attachee's employees, agents or contractors will be permitted to enter or work in Telephone Company's manholes only when an authorized employee or agent of the Telephone Company is present, or prior written authorization waiving this requirement is granted by the Telephone Company. Such Telephone Company employee or agent shall have the authority to suspend attachee's work operations in and around the Telephone Company's manholes if, in

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2. REGULATIONS (Cont'd)

2.3 Obligation of Attachee (Cont'd)

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

the sole discretion of said employee or agent, any hazardous condition arises or any unsafe practice is being followed by attachee's employees, agents or contractors. Attachee agrees to pay the Telephone Company the charges, as determined in accordance with 3.2.1. following for having the Telephone Company's authorized employee or agent present when attachee's work is being done in and around the Telephone Company's manholes. The presence of the Telephone Company's authorized employee or agent shall not relieve attachee of its responsibility to conduct all of its work operations in and around the Telephone Company's manholes in a safe and workmanlike manner.

(G) Attachee, at its expense will remove its facilities from a pole or portion of a conduit system within (60) days after:

- (1) termination of the specific authorization covering such attachment or occupancy; or
- (2) 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 Telephone Company until all of attachee's facilities are physically removed from such poles and conduit systems.

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2. REGULATIONS (Cont'd)

2.3 Obligation of Attachee (Cont'd)

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

If attachee fails to remove its facilities within the specified period, the Telephone Company shall have the right to remove such facilities at attachee's expense and without liability on the part of the Telephone Company for damage to such facilities or interruption of attachee's services.

- (H) Should the Telephone Company remove any of attachee's facilities, the Telephone Company will deliver to attachee the facilities so removed upon payment by attachee of the cost of removal, storage and delivery, and all other amounts due the Telephone Company hereunder. Attachee, upon request of the Telephone Company, shall grant the Telephone Company a security interest in all of attachee's communications facilities now or hereafter attached to poles or placed in conduit systems pursuant to this tariff, and attachee agrees to perform all acts necessary to perfect the Telephone Company's security interest under the terms of the Uniform Commercial Code, or applicable lien or security laws then in effect. If the terms of attachee's loan agreements and debentures preclude the grant of liens or security interests to the Telephone Company, attachee shall grant to the Telephone Company upon request, other permissible assurance of security for performance satisfactory to the Telephone Company to cover any such aforementioned amounts due the Telephone Company. Such liens or security interests shall not operate to prevent the Telephone Company from pursuing, at its option, any other remedies under this tariff or in law or equity, including public or private sale of facilities under security interest or lien.
- (I) When attachee's communication facilities are removed from a pole or conduit system, no reattachment to the same pole or replacement in the same portion of a conduit system shall be made until:

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2. REGULATIONS (Cont'd)

2.3 Obligation of Attachee (Cont'd)

- (1) the attachee has first complied with all of the provisions of this tariff as though no such pole or conduit occupancy had previously been made and
 - (2) all outstanding charges due to the Telephone Company for such previous attachment and/or occupancy have been paid in full.
- (J) Attachee shall advise the Telephone Company in writing as to the date on which the removal of its communications facilities from each pole or portion of a conduit system has been completed.

2.3.4 Claims and Damages

- (A) The attachee shall exercise precaution to avoid damaging the facilities of the Telephone Company and others attached to poles and anchors, or occupying a conduit system and the attachee assumes all responsibility for any and all direct and indirect loss from such damage caused by attachee's employees, agents or contractors.
- (B) Attachee shall make an immediate report to the owner of the facilities that are so damaged and reimburse such party for the costs incurred in making the required repairs.
- (C) Attachee shall promptly advise the Telephone Company of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the attachee's facilities. Copies of all accident reports and statements made to attachee's insurer by the attachee or others, shall be furnished promptly to the Telephone Company.
- (D) The attachee shall indemnify, protect and save harmless the Telephone Company from and against any and all claims, demands, causes of action and costs, including attorney's fees, for

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2. REGULATIONS (Cont'd)

2.3 Obligation of Attachee (Cont'd)

damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of attachee's facilities or by their proximity to the facilities of all parties attached to a pole or anchor or placed in a conduit system, or by any act or omission of the attachee's employees, agents or contractors on or in the vicinity of the Telephone Company's poles, anchors, guys, or conduit systems.

- (E) The attachee shall indemnify, protect and save harmless the Telephone Company and joint user from any and all claims, demands, causes of action and costs, including attorneys' fees, which arise directly or indirectly from the construction and operation of attachee's facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyright, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including attorneys' fees, for infringement of patents with respect to the manufacture, use and operation of attachee's facilities in combination with poles, anchors, guys, conduit systems or otherwise.
- (F) Attachee shall indemnify, protect and save harmless the Telephone Company and joint user from any and all damages and costs imposed on the Telephone Company and joint users as a result of acts by the attachee, its employees, agents or contractors, including but not limited to the cost of relocating utility poles, anchors, guys, or conduit system resulting from a loss of right-of-way or property owner consents and/or the cost of defending these rights and/or consents.
- (G) For additional liability information reference General Exchange Tariff, Section 2, paragraph B.1. (N)
(N)

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2. REGULATIONS (Cont'd)

2.3 Obligation of Attachee (Cont'd)

2.3.5 Insurance

- (A) The attachee shall obtain and maintain insurance including endorsements insuring the indemnification provisions of this tariff and contractual liability coverage issued by an insurance carrier satisfactory to the Telephone Company to protect the Telephone Company and joint user from and against any and all claims, demands, causes of action, judgments, costs, including attorney's fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in 2.3.4 preceding. The amounts of such insurance against:
- (1) liability due to damage to property shall be not less than (\$300,000) as to any one occurrence, and (\$500,000) aggregate, and
 - (2) liability due to injury or death of persons shall be not less than (\$500,000) as to any one person and (\$1,000,000) as to any one occurrence.
- (B) All insurance required in accordance with (A) preceding must be effective before the Telephone Company will authorize attachment to a pole or occupancy of a conduit system and shall remain in force until all of attachee's facilities have been removed from all such poles or conduit system. In the event that attachee shall fail to maintain the required insurance coverage, the Telephone Company may pay any premiums thereon falling due and the attachee shall forthwith reimburse the Telephone Company for any such premium payments made.

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By W. W. Victor, Vice President
Cincinnati, Ohio

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2. REGULATIONS (Cont'd)

2.3 Obligation of Attachee (Cont'd)

2.3.5 Insurance (Cont'd)

- (C) The attachee shall submit to the Telephone Company certificates by each company insuring the attachee to the effect that it has insured the attachee for all liabilities of the attachee covered by this tariff and that it will not cancel or change any policy of insurance issued to the attachee except after (60) days' written notice to the Telephone Company.

2.4 Payment Arrangements

2.4.1 Payment of Charges and Advance Payments

- (A) The attachee is responsible for all charges applicable in connection with the attachment of its facilities to a pole or occupancy of a conduit system as specified in 3. following:
- (B) The Telephone Company may require a bond in a form satisfactory to the Telephone Company, or other satisfactory evidence of financial security in such amount as the Telephone Company from time to time may require, to guarantee the performance of all of attachee's obligations hereunder. The amount of the bond or financial security shall not operate as a limitation upon the obligations of the attachee hereunder.
- (C) If the attachee furnishes a deposit of money pursuant to requirements specified in (B) preceding such deposit may be held during the continuance of authorizations granted under this tariff at the option of the Telephone Company as security for any and all charges which are or may become due to the Telephone Company under this tariff. Interest at the rate of 6% per annum shall be credited or paid to the attachee annually during the continuance of the deposit.
- (D) Attachee shall make an advance payment to the Telephone Company prior to:

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2. REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.1 Payment of Charges and Advance Payments (Cont'd)

- (1) any undertaking by the Telephone Company of a prelicense survey or the administrative processing portion of such a survey as required by 2.6.1 following in an amount specified by the Telephone Company sufficient to cover the estimated charges for completing the specific work operation required.
 - (2) any performance by the Telephone Company of any make-ready work required as specified in 2.6.1 following in an amount specified by the Telephone Company sufficient to cover the estimated charges for completing any required make-ready work.
- (E) The amount of the advance payment required in (D) preceding will be credited against the cost to the Telephone Company for performing such work or having such work performed by others.
- (1) Where the advance payment made by the attachee is less than the charge by the Telephone Company, attachee agrees to pay the Telephone Company all sums due in excess of the amount of the advance payment.
 - (2) Where the advance payment made by attachee exceeds the charge by the Telephone Company, the Telephone Company shall refund the difference to the attachee.
- (F) The attachee shall pay all applicable charges due within 30 days of receipt of the bill.

2.5 Attachment and Occupancy Applications

2.5.1 General

- (A) Before the attachee shall attach to a pole or occupy any portion of a conduit system, attachee shall make written

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Cincinnati Bell Telephone, LLC.

2. REGULATIONS (Cont'd)

2.5 Attachment and Occupancy Applications (Cont'd)

application for and have received written authorization therefor from the Telephone Company.

- (A) For purposes of determining order size, all applications submitted within a thirty (30) day period shall be considered one order. Applications for pole attachment authorizations up to 300 poles on any application shall be subject to the normal processing timelines and applications for up to 3000 poles shall be considered a large order subject to extended timelines under the PUCO rules. Processing time for orders in excess of 3000 poles shall be subject to good faith negotiation. Such limitations will apply to poles located within a single plant construction district of the Telephone Company. The Telephone Company, in its sole judgment, may permit the preceding limitations to be exceeded if so requested in writing by the attachee when the circumstances of a particular job warrant such.

Attachee further agrees to designate a desired priority of completion of the prelicense survey and make-ready work for each application relative to all other of its applications on file with the Telephone Company at the same time.

2.5.2 Multiple Applicants

(A) CLASSIFICATION

Applications received from multiple applicants for the same pole or conduit system will be classified as follows:

- | | |
|----------------------|--|
| (1) simultaneous | - received by the Telephone Company on the same business day |
| (2) non-simultaneous | - received by the Telephone Company on different business days |

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2. REGULATIONS (Cont'd)

2.5 Attachment and Occupancy Applications (Cont'd)

2.5.2 Multiple Applicants (Cont'd)

(B) PROCESSING

Processing of multiple applications by the Telephone Company will be as follows:

- (1) simultaneous applications - Processing of simultaneous applications will be done concurrently. Authorization for attachment, utilization or occupancy will be granted simultaneously to all multiple applicants involved.
- (2) non-simultaneous applications - Initial applicant will be offered the following Options in writing immediately following receipt, by the Telephone Company of an application(s) from an additional applicant(s). Copies of such written notification to the initial applicant will be sent to the additional applicant(s).

Option 1 - Application(s) of the initial applicant will be processed on the basis that there is no application on file from another applicant for the same pole or conduit system.

Option 2 - Application(s) of initial applicant and additional applicant(s) will be processed in accordance with (B) (1) preceding.

(3) Initial Applicant

All work in progress on application(s) filed by an initial applicant will be suspended by the Telephone Company from the date of its written notification as required in (2) preceding until the initial applicant notifies the Telephone Company, in writing, of the Option it elects.

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2. REGULATIONS (Cont'd)

2.5 Attachment and Occupancy Applications (Cont'd)

2.5.2 Multiple Applicants (Cont'd)

Such written notification, by the initial applicant will be required no later than 15 days following its receipt of the aforementioned notification from the Telephone Company; otherwise the Telephone Company will deem the initial applicant to have elected Option 1. The Telephone Company will notify the additional applicant(s), in writing, of the Option elected by the initial applicant.

(4) Additional Applicant(s)

Option 2 will be subject to acceptance by all multiple applicants involved. The additional applicant(s) will have 15 days from receipt of written notification from the Telephone Company advising that the initial applicant has selected Option 2, to accept or reject by written notification to the Telephone Company the conditions applicable to simultaneous attachment, utilization or occupancy; otherwise the Telephone Company will deem the additional applicant(s) to have rejected acceptance of treatment as simultaneous applicant.

(C) CONDITIONS APPLICABLE TO SIMULTANEOUS APPLICATIONS

(1) Field Inspection

Multiple applicants retain the right to determine individually or collectively the party or parties (multiple applicant(s) or Telephone Company) to be responsible for completion of the field inspection required to determine the make-ready work necessary to accommodate attachment, utilization or occupancy of their respective communications facilities on a simultaneous basis.

- (a) Indication of the party(s) responsible for the field inspection must be included by multiple applications in written notification required by (B) (4) preceding.

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2. REGULATIONS (Cont'd)

2.5 Attachment and Occupancy Applications (Cont'd)

2.5.2 Multiple Applicants (Cont'd)

(b) Field Inspection Results

- (i) Multiple applicants electing to perform the field inspection jointly will be required to furnish the field inspection results data to the Telephone Company in a format specified by the Telephone Company and according to standards of accuracy and completeness satisfactory to the Telephone Company.
- (ii) Multiple applicants electing to perform the field inspection separately must each submit field inspection results as required in (i) above for each pole on each application which includes poles to be attached by multiple applicants.

(2) Make-Ready Work

Multiple applicants must develop a mutually agreeable order of pole or conduit system availability and overall make-ready work completion schedule.

- (a) When multiple applicants cannot reach such mutual agreement within 15 days from receipt of written notification from the Telephone Company of the estimated charges for the required make-ready work, the Licensor may at its option offer as an alternative to complete the total make-ready work required for all multiple applicants before simultaneously granting attachment or occupancy authorization for all multiple applications involved.

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2. REGULATIONS (Cont'd)

2.5 Attachment and Occupancy Applications (Cont'd)

2.5.2 Multiple Applicants (Cont'd)

(b) Any multiple applicant who fails to agree to the alternative arrangement will be considered by the Telephone Company to have cancelled its application(s) relative to the poles or conduit systems involved on pending applications of another applicant(s).

(3) Costs

Each multiple applicant will be charged an equal share of the total make-ready costs incurred by the Telephone Company to accommodate simultaneous attachment or occupancy by the multiple applicants.

(D) CONDITIONS APPLICABLE TO NON-SIMULTANEOUS APPLICATIONS

(1) Field Inspection

Each multiple applicant retains the right to complete the field inspection required to determine the make-ready work necessary to accommodate its communications facilities on a non-simultaneous basis.

(a) Election of such field inspection responsibility must be made in writing to the Telephone Company within 20 days of receipt of the Telephone Company written notification required by (B)(3) preceding.

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2. REGULATIONS (Cont'd)

2.5 Attachment and Occupancy Applications (Cont'd)

2.5.2 Multiple Applicants (Cont'd)

(b) Each multiple applicant electing to perform his own field inspection will be required to furnish the field inspection results data to the Telephone Company in a format specified by the Telephone Company and according to standards of accuracy and completeness satisfactory to the Telephone Company.

(c) Field inspection results developed by a multiple applicant must be submitted to the Telephone Company within 30 days of the most recent date upon which the applicant's pending application(s) have been classified as non-simultaneous. Failure of an applicant to comply with this requirement will be considered by the Telephone Company as a cancellation of the application(s) involved.

(2) Pre-License Survey Costs

Each multiple applicant will be charged the applicable pre-license survey costs incurred by the Telephone Company relative to a determination of the make-ready work required to accommodate attachment or occupancy of the individual applicant's communications facilities on a non-simultaneous basis.

(3) Make-Ready Completion Schedule

The date of receipt (earliest taking precedence) by the Telephone Company of applications filed in accordance with 2.5.1 preceding will determine the priority of make-ready work completion by the Telephone Company. Any change in priority of pole or conduit availability will

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2. REGULATIONS (Cont'd)

2.5 Attachment and Occupancy Applications (Cont'd)

2.5.2 Multiple Applicants (Cont'd)

require an appropriate change in make-ready work completion of the application(s) involved and be subject to the Telephone Company's ability to accommodate the specific change(s) required in its established work schedule.

(4) Make-Ready Work Costs

Make-Ready work costs will be allocated as follows:

- (a) The initial applicant will be charged the total cost incurred by the Telephone Company to accommodate the attachment or occupancy of the initial applicant's communications facilities on poles or in conduits on a non-simultaneous basis.
- (b) The additional applicant(s) will be charged the total cost incurred by the Telephone Company to accommodate the attachment or occupancy of the additional applicant's communications facilities on poles or in conduits for which prior attachment or occupancy authorization has been granted to another applicant.

(E) PRE-LICENSE SURVEY COMPLETION

In performing all field inspections and associated administrative processing for which it may be responsible, the Telephone Company will endeavor to include such work in its normal work load schedule.

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2. REGULATIONS (Cont'd)

2.6 Make-Ready Requirements

2.6.1 Pole and/or Anchor

- (A) When an application for attachment to a pole is submitted by an attachee, a prelicense survey will be required to determine the existing adequacy of the pole to accommodate attachee's communications facilities. The Telephone Company will advise the Attachee in writing of the estimated charges that will apply for such prelicense survey and receive written authorization from the attachee before undertaking any portion of the prelicense survey.
- (B) The field inspection portion of the prelicense survey, which requires the visual inspection of existing poles may be performed by the Telephone Company or attachee (with optional participation by joint user and/or attachee). The administrative processing portion of the prelicense survey, which includes the processing of the application, the preparation of the make-ready work orders, the coordination of work requirements and schedules with joint users and other attachees and the random field verification of field inspection results data developed and furnished to the Telephone Company by the attachee will be performed by the Telephone Company.

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2. REGULATIONS (Cont'd)

2.6 Make-Ready Requirements (Cont'd)

2.6.1 Pole and/or Anchor (Cont'd)

- (1) When the attachee performs the field inspection portion of prelicense survey the field inspection results data will be furnished to the Telephone Company in a format specified by the Telephone Company and according to standards of accuracy and completeness satisfactory to the Telephone Company. In view of the Telephone Company's common carrier obligations to maintain safe and adequate service, the Telephone Company retains the right to redo the field inspection portion of the prelicense survey if in the sole judgment of the Telephone Company the data furnished by the attachee does not comply with the performance standards as prescribed by the Telephone Company. The attachee shall pay the Telephone Company for the total expense incurred by the Telephone Company to redo the field inspection.
- (C) The Telephone Company reserves the right to refuse to grant authorization for attachment to a pole when the Telephone Company determines that the available capacity on such pole is required for its exclusive use or that of a governmental entity with attachment rights, and that the pole, anchor or guy strand may not reasonably be rearranged or replaced to accommodate attachee's communications facilities.
- (D) In the event the Telephone Company determines that a pole to which attachee desires to attach is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the attachee's communications facilities, the Telephone Company will advise the attachee in writing of the estimated make-ready charges that will apply.

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2. REGULATIONS (Cont'd)

2.6 Make-Ready Requirements (Cont'd)

2.6.1 Pole and/or Anchor (Cont'd)

Attachee shall have (30) days from receipt of said written notification to indicate its authorization for completion of the required make-ready work and acceptance of the resulting charges. However, if the Telephone Company receives a request from an additional applicant for attachment to a pole for which written notification has been sent to an initial attachee, the initial attachee must authorize completion of the pending make-ready work within (10) days after receipt of written notification from the Telephone Company of the additional attachment request or until the end of the aforementioned (30) day period, whichever period of time is shorter.

- (E) Make-ready work will be performed following receipt of the required advance payment by the Telephone Company. Attachee shall pay the Telephone Company for all make-ready work completed in accordance with the provisions of this tariff and shall also make arrangements with the owners of other facilities attached to such poles regarding reimbursement for any expense incurred by them in transferring or rearranging their facilities to make such attachment accommodations available. Attachee shall not be entitled to reimbursement of any amounts paid to the Telephone Company for pole, anchor or guy strand replacements or for rearrangement of facilities on a pole or anchor by reason of the use by the Telephone Company, joint user, governmental entity or other authorized users of any additional capacity resulting from such replacement or rearrangement.

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2. REGULATIONS (Cont'd)

2.6 Make-Ready Requirements (Cont'd)

2.6.1 Pole and/or Anchor (Cont'd)

- (F) Should the Telephone Company, joint user or a governmental entity with pole, anchor, or anchor/guy strand attachment rights need, for its own service requirements, to attach additional facilities to any pole to which attachee is attached, attachee will either rearrange its facilities on the pole or transfer them to a replacement pole as determined by the Telephone Company so that the additional facilities of the Telephone Company, joint user or governmental entity may be attached. The cost of such rearrangement and/or transfer including replacement of an anchor will be at the sole expense of the attachee. If attachee does not rearrange or transfer its facilities within (30) days after the receipt of written notice from the Telephone Company requesting such rearrangement or transfer, the Telephone Company or joint user may perform or have performed such rearrangement or transfer without liability on the part of the Telephone Company or joint user and the attachee shall be liable for the full costs thereof.
- (G) Whenever it is necessary for the Telephone Company to replace a pole to accommodate attachee's communications facilities, the Telephone Company will grant attachee the option, where possible and acceptable to joint user, to become the owner of the pole upon payment of all replacement costs on a fully installed basis. This option is subject to the further conditions that:

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2. REGULATIONS (Cont'd)

2.6 Make-Ready Requirements (Cont'd)

2.6.1 Pole and/or Anchor (Cont'd)

- (1) attachee grants the Telephone Company and any existing joint user the right to attach their respective facilities to such replacement pole upon the same terms and conditions as set forth in this tariff and
- (2) that any governmental entity having attachment rights to the pole and/or associated anchor shall be granted similar attachment rights under the same terms and conditions as apply to the pole being replaced.

Should the attachee exercise this option and become the owner of the pole it agrees to maintain the pole in a safe and serviceable condition for attachment of Telephone Company and joint user facilities for as long as attachee owns an interest in the pole.

2.6.2 Conduit System

- (A) When an application for conduit occupancy is submitted by an attachee a prelicense survey by the Telephone Company will be required to determine the availability of the conduit system to accommodate attachee's facilities. The Telephone Company will advise the attachee in writing of the estimated charges that will apply for such prelicense survey and receive written authorization from the attachee before undertaking such a survey. A representative of the attachee may accompany the Telephone Company's representative on the field inspection portion of the prelicense survey.
- (B) The Telephone Company retains the right, in its sole judgment, to determine the availability of space in a conduit system. In the event the Telephone Company determines that rearrangement of existing facilities in the conduit system is required before the attachee's communications facilities

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2. REGULATIONS (Cont'd)

2.6 Make-Ready Requirements (Cont'd)

2.6.2 Conduit System (Cont'd)

can be accommodated, the Telephone Company will advise the
attachee in writing of the estimated make-ready charges
that will apply for such rearrangement.

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

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

2.6.3 Work Schedule

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

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2. REGULATIONS (Cont'd)

2.7 Inspection of Pole and Anchor Attachments and Conduit Occupancy

2.7.1 Procedures

(A) The Telephone Company reserves the right to make periodic inspections of any part of attachee's communications facilities, including guying, attached to a pole or occupying a conduit system and attachee shall reimburse the Telephone Company for the expense of such inspections. Any charge imposed by the Telephone Company for such inspections shall be in addition to any other sums due and payable by attachee under this tariff.

(1) The frequency and extent of such inspections by the Telephone Company will depend upon the attachee's performance in relation to the requirements of 2.3.3.

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

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

2.7.2 Unauthorized Attachment or Occupancy

(A) If any of the attachee's communications facilities shall be found attached to a pole or occupying a conduit system for which there is no authorization outstanding, the Telephone Company, without prejudice to its other rights or remedies under this tariff, including termination of authorization(s), may impose a charge and require attachee to submit in writing, within (15) days after receipt of written notification from the Telephone Company of the unauthorized

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2. REGULATIONS (Cont'd)

2.7 Inspection of Pole and Anchor Attachments and Conduit Occupancy (Cont'd)

2.7.2 Unauthorized Attachment or Occupancy (Cont'd)

attachment, a pole or conduit occupancy application. If such application is not received by the Telephone Company within the specified time period, attachee may be required to remove its unauthorized attachment or occupancy within (15) days of the final date for submitting the required application, or the Telephone Company may at its option remove attachee's facilities without liability, and the expense of such removal shall be borne by the attachee.

(B) For the purpose of determining the applicable charge, all unauthorized pole or conduit occupancy shall be treated as having existed for a period of one (1) year prior to its discovery or for the period beginning with the date on which the attachee was initially authorized to attach facilities of the same communications system to poles or occupy the conduit system, whichever period shall be the shorter; and the rates specified in 3.1.2. following shall be due and payable forthwith whether or not the attachee is permitted to continue the pole attachment or conduit occupancy.

(C) No act or failure to act by the Telephone Company with regard to any unauthorized use shall be deemed as a ratification of the unauthorized use; and if authorization should subsequently be issued, such authorization shall not operate retroactively or constitute a waiver by the Telephone Company of any of its rights or privileges under this tariff or otherwise; provided, however, that the attachee shall be subject to all liabilities, obligations and responsibilities of this tariff in regard to said unauthorized use from its inception.

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Public Utilities Commission
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POLE AND ANCHOR ATTACHMENT AND CONDUIT OCCUPANCY
ACCOMMODATIONS
PUCO NO. 1

CINCINNATI BELL TELEPHONE COMPANY

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3. RATES AND CHARGES

3.1 Pole Attachment and Conduit Occupancy

3.1.1 General

- A. Attachment and occupancy charges commence on the first day of the calendar month following the date that authorization is granted for such attachment or occupancy; and cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed.
- B. A one month minimum charge is applicable for all attachment and occupancy accommodations.
- C. All attachment and occupancy charges are payable in advance annually on the first day of January.
- D. Total attachment, utilization or occupancy charges under C. preceding shall be based upon:

- 1. per pole, per year for each one foot of usable space occupied by attaching party's attachment and for each power supply, equipment case, or cabinet attached to a pole. (C)
(C)
- 2. total per duct footage occupied per year (T)

for which authorization have been issued prior to the first day of January. Each annual payment shall include a proration of the monthly attachment and occupancy charges applicable for all attachments or occupancy initially authorized by the Telephone Company during the preceding year.

- E. The Company reserves the right to charge on an individual case basis any extraordinary attachment to its structure. Such extraordinary attachments include attachments that are not typically attached to poles, ducts, conduits or rights-of-way and which may impact the usability of the poles, ducts, conduits or rights-of-way in excess of a typical attachment or which presents more than typical engineering, reliability, or safety concerns to other users of the poles, ducts, conduits or rights-of-way. (N)
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(N)

Issued: October 15, 2004

By: Christopher S. Colwell, Vice President – Government Relations
Cincinnati, Ohio

Effective: November 15, 2004
In accordance with Case No.
04-1596-TP-ATA Issued by the
Public Utilities Commission
of Ohio, October 15, 2004

POLE AND ANCHOR ATTACHMENT AND CONDUIT OCCUPANCY
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CINCINNATI BELL TELEPHONE COMPANY LLC

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3. RATES AND CHARGES (Cont'd)

3.1 Pole and Anchor Attachment, Anchor and Associated Guy Strand Utilization and Conduit Occupancy (Cont'd)

3.1.2 Rates

Annual

A. Pole and Anchor Attachment

per pole, per year for each one foot of usable space occupied by attaching party's attachment and for each power supply, equipment case, or cabinet attached to a pole. (Cable)

\$4.09 (R)

(D)

B. Conduit Occupancy

1. Per foot of duct occupied per year (See Note 1)

\$0.17 (R)

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

a. center to center of adjacent manholes, or

b. center of a manhole to the end of a duct not terminated in a manhole.

3.2 Charges - Nonrecurring

3.2.1 Determination

Charges for all work performed by the Telephone Company or by its authorized representative in connection with the furnishing of pole, anchor and conduit system accommodations as covered by this tariff shall be based upon the full cost, plus (10%) of such amount, to the Telephone Company for performance of such work. Such charges will apply for, but not be limited to, preclosure survey, make-ready work, inspection and removal of attachee's communications facilities and supervision, at the option of the Telephone Company, of attachee performed work in and around the immediate vicinity of a conduit system.

Note 1: The charge may be billed on either an annual, monthly or combination of annual and monthly basis. (D)

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3. RATES AND CHARGES (Cont'd)

3.2 Charges - Nonrecurring (Cont'd)

3.2.2 Replacement of Facilities

The charge for replacement of a pole, anchor or guy strand required to accommodate attachee's communications facilities, in accordance with 2.6.1 (G) shall be based on the Telephone Company's fully installed costs less salvage value, if any.

Issued: January 12, 1983

By W. W. Victor, Vice President
Cincinnati, Ohio

Effective: January 12, 1983
In accordance with Order No.
81-1338-TP-AIR, issued by The
Public Utilities Commission
of Ohio, January 7, 1983