POLE AND ANCHOR ATTACHMENT
AND CONDUIT OCCUPANCY ACCOMMODATIONS

P.U.C.O. NO. 6

Applying to any attachment by a cable television system
Or other entity excluding power companies, to a pole,
Pedestal, direct conduit, or right-of-way owned or
Controlled by Frontier Communications of Michigan, Inc.
Within its operating territory in the State of Ohio

In Compliance with The Public Utilities Commission of Ohio
Case No. 15-0970-TP-ATA and 90-5009-TP-TRF
by Allison Ellis, Vice President, Regulatory Affairs

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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 regulation

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.

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EXPLANATION OF TERMS

ANCHOR

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

ANCHOR ATTACHMENT

A guy strand attached to an anchor.

CONDUIT/DUCT

A single enclosed path used to house innerduct or to directly house facilities.

CONDUIT OCCUPANCY

Any placement of licensee's facilities in Telephone Company's ducts, innerducts, conduits, or right of ways that are reasonably required by licensee to provide its cable television, telecommunications and/or broadband services.

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.

GUY STRAND

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

INNERDUCT

Unless otherwise specified or approved by Telephone Company, a single enclosed raceway 1" or 1-1/4" in diameter, placed within duct and used for housing facilities.

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, pedestals, and/or conduit which it owns, either solely or partially.

EXPLANATION OF TERMS

LICENSEE

The cable television system or other entity authorized by the Telephone Company to attach its facilities to poles, pedestals, and anchors or place its facilities in a conduit system.

LICENSEE'S FACILITIES

All facilities, including but not limited to cables, equipment and associated hardware, owned and used by licensee, which are attached to a Telephone Company pole or occupy Telephone Company's conduit or right of way.

MANHOLE

A subsurface enclosure which personnel may enter and use for the purpose of installing, operating and maintaining facilities in conduit.

MAKE-READY WORK

All work, including, but not limited to, rearrangement, removal, or transfer of existing attachments and/or facilities, to include placement, repair, or replacement of Telephone Company poles or Telephone Company conduits, or any other changes required to accommodate the licensee's attachments on a Telephone Company pole or in a Telephone Company conduit. It includes (i) preparatory work that must be performed on Telephone Company's poles and/or Telephone Company's conduits and related facilities in order to accommodate licensee's facilities; (ii) "make-ready engineering," which consists of reviewing the current conditions of Telephone Company's facilities which licensee desires to occupy and ascertaining what work needs to be done in order to properly accommodate licensee's facilities; (iii) "make-ready construction," which is the actual rearrangement work performed in accordance with the determinations made in the make-ready engineering process; and (iv) any cost associated with final inspection of facilities before, during, and after licensee has completed construction to ensure compliance with safety and industry standards. It may include, among other things, moving Telephone Company's facilities and the placing of new anchors, guys, and/or conduit.

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 licensee's facilities.

POLE ATTACHMENT

Any item of licensee's facilities in direct contact with a pole.

1. APPLICATION OF TARIFF

1.01. This tariff contains the regulations and rates applicable to any attachment by a cable television system or other entity other than power companies to a pole, pedestal, duct, conduit, or right-of-way owned or controlled by Frontier Communications of Michigan, Inc., hereafter referred to as the Telephone Company, within its operating territory in the State of Ohio.

This tariff shall not apply, however, to attachments by cable television systems or other entities pursuant to agreements with the Telephone Company in effect prior to the effective date of this tariff.

2. REGULATIONS

2.01. UNDERTAKING OF THE TELEPHONE COMPANY

2.01.01. Scope

Subject to the provisions of this tariff, OAC Chapter 4901:1-3 of the Administrative Code and an executed Pole Attachment and Conduit Occupancy Licensing Agreement, the Telephone Company may authorize the attachment of a licensee's facilities to a pole, pedestal, or anchor, the utilization of an anchor and its associated guy strand or the placement of a licensee's facilities in a conduit system for any lawful communications purpose.

2.01.02. Limitations

2.01.02.01. No use, however extended, of a pole, anchor, anchor and associated guy strand or conduit system or payment of any charges required under this tariff shall create or vest in the licensee any ownership or property rights in such pole, pedestal, anchor, guy strand or conduit system.

2.01.02.02. 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, pedestal, anchor, guy strand, conduit or other facilities for use by a licensee that is not needed for the Telephone Company's own service requirements.

2.01.02.03. 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 pole, pedestals, anchors, guy strands and conduit systems covered by this tariff. The rights of the licensee shall at all times be subject to any such existing and future agreement or arrangement.

2.01.03. Liability

2.01.03.01. The Telephone Company reserves to itself the right to locate and maintain its poles, pedestals, 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 owner service requirements.

2. REGULATIONS

2.01. UNDERTAKING OF THE TELEPHONE COMPANY

2.01.03. Liability - Continued

The Telephone Company shall not be liable to the licensee for any interruption of licensee's service: for interference with the operation of the licensee's facilities: for any special, indirect, or consequential damages arising any manner, except in situations caused by, or arising out of the negligence of the Telephone Company, out of use by the licensee's facilities of a pole, pedestal, anchor guy strand, or conduit system or the Telephone Company's actions or omissions in regard thereto and licensee shall indemnify and save harmless the Telephone Company from and against any and all claims, demands, causes of action, costs and attorneys fees of whatever kind resulting therefrom.

2.01.03.02. The Telephone Company shall exercise precaution to avoid damaging the facilities of the licensee, make an immediate report to the licensee of the occurrence of any such damage caused by its employees, agents or contractors, and agrees to reimburse the licensee for all costs incurred by the licensee to repair such damaged facilities.

2.02. OBLIGATION OF LICENSEE

2.02.01. Legal Requirements

2.02.01.01. Licensee 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 facilities to poles and anchors or occupies conduit located on the same public and/or private property.

2.02.02.02. The licensee 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 licensee and the Telephone Company under this tariff.

2.02.01.03. No authorization granted under this tariff shall extend to any pole, pedestal, anchor, guy strand or portion of a conduit system where the attachment or placement of licensee's facilities would result in a forfeiture of the rights of the Telephone Company or joint users to occupy the property on which such poles, pedestals, anchors, or conduit system are located. If the existence of licensee's facilities on a pole, pedestal, anchor, guy strand on in a conduit system would cause a forfeiture of the right of the Telephone Company of joint user, or both to occupy such property, licensee agrees to remove its facilities forthwith upon receipt of written notification from the Telephone Company. If the licensee has not completed such removal within sixty (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 licensee agrees to pay the Telephone Company or joint user or both, the cost thereof and for all losses and damages that may result.

2. REGULATIONS

2.02. OBLIGATION OF LICENSEE

2.02.02. Indemnification

2.02.02.01. The licensee shall compensate the Telephone Company for the full actual loss, damage or destruction of the Telephone Company's property that in any way arises from or is related to activities undertaken by the licensee's employee's, agents or contractors (including, without limitation, the installation, construction, operation or maintenance of the licensee's attachments).

2.02.02.02. Each Party will indemnify, defend and hold harmless the other Party, its agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature in any way arising out of or caused by any act or omission by the indemnifying Party's employees, agents, or contractors (including, without limitation, the installation, construction, operation or maintenance of the licensee's facilities). The licensee will further indemnify the Telephone Company from subsequent taxes and fees that may be levied by municipalities or other governmental entities and related to or arising from the presence of the licensee's attachments on the Telephone Company's poles and/or in the Telephone Company's conduits, including but not limited to taxes or fees related to use of public rights-of-way. Such fees that are levied would be in addition to the Pole Attachment Fees and/or Conduit Occupancy Fees. The licensee expressly assumes all liability for actions brought against the Telephone Company and the Telephone Company's agents, officers, employees and assigns, by the licensee's agents, officers or employees and the licensee expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law or by other state or federal laws.

2.02.02.03. Without limiting any of the foregoing, the licensee assumes all risk of, and agrees to relieve the Telephone Company of any and all liability for, loss or damage (and the consequences of loss or damage) to any attachments placed on the Telephone Company's poles and/or in the Telephone Company's conduits and any other financial loss sustained by the licensee, whether caused by fire, extended coverage perils, or other casualty.

2. REGULATIONS

2.02. OBLIGATION OF LICENSEE

2.02.02. Indemnification - Continued

2.02.02.04. Without limiting the foregoing, the licensee expressly agrees to indemnify, defend and hold harmless the Telephone Company and its agents, officers, employees and assigns from any and all claims asserted by customers of the licensee in any way arising out of or in connection with the licensee's attachments.

2.02.02.05. Notwithstanding anything to the contrary in this tariff, each Party further shall indemnify and hold harmless the other Party, its agents, officers, employees and assigns from and against any claims, liabilities, losses, damages, fines, penalties and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified Party suffers or incurs because of: (i) any unlawful discharge of hazardous materials resulting from acts or omissions of indemnifying Party or its predecessor in interest; (ii) acts or omissions of the indemnifying Party or its agents, employees, contractors, representatives, or predecessor in interest in connection with any cleanup required by law, or (iii) failure of the indemnifying Party or its predecessor in interest to comply with environmental, safety and health laws.

2.02.02.06. In no way shall either Party be liable to the other Party for any special, consequential, incidental, punitive, or indirect damages (including, without limitation, lost revenues and lost profits) arising out of the license agreement or any obligation arising under the license agreement, whether by virtue of any statute, in contract or in tort or otherwise, regardless of the theory of liability upon which any such claim may be based.

2.02.02.07. The licensee shall indemnify, protect and hold harmless the Telephone Company from and against any and all claims for libel and slander, copyright, patent, and/or other intellectual property rights infringement arising directly or indirectly by reason of attachment of the licensee's equipment on the Telephone Company's poles and/or in the Telephone Company's conduit.

2. REGULATIONS

2.02. OBLIGATION OF LICENSEE

2.02.03. Insurance

2.02.03.01. The licensee shall carry Commercial General Liability Insurance, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 2.02.02. Such insurance shall include, but not be limited to, Premises- operations, explosion and collapse, underground hazard, products/completed operations, contractual liability, independent contractors, and personal and advertising injury with limits of at least $2,000,000 combined single limit for each occurrence for bodily and property damage. Commercial Automobile Liability covering all owned, non-owned and hired vehicles with limits of at least $2,000,000 combined single limit each accident for bodily injury and property damage. Worker's Compensation Insurance as required by Statute, Excess Liability with limits of at least $5,000,000, and Employer's Liability Insurance with limits of not less than $1,000,000 each employee/disease/policy limit. Any of the limits in this Section 2.02.03.01., except for workers' compensation, may be satisfied through a combination of primary liability and umbrella/excess liabilities policies.

2.02.03.02. All insurance required of the licensee shall remain in force for the entire life of its pole attachments. The company or companies issuing such insurance shall be authorized to do business in the applicable states and shall have an A.M. Best Rating of A or better, and with the exception of workers' compensation and employer's liability, the Telephone Company, its affiliates and subsidiaries shall be named as an additional insured in each such policy. All insurance required of the licensee shall be considered primary and non-contributory with any insurance or program of self-insurance that may be maintained by Telephone Company. The licensee shall submit to the Telephone Company certificates of insurance evidencing that all coverage required is in full force and effect and shall state that the insurer or its representative(s) shall endeavor to provide thirty (30) calendar days prior written notice of intent to non-renew, cancellation or material adverse change to the Telephone Company, except that ten (10) day notice for non-payment of premium shall apply. Failure to provide such notice shall impose no obligation or liability of any kind upon insurer or its representative(s). In the event the licensee's insurance coverage is to be canceled by reason of non-payment of premiums due, the Telephone Company shall have the option of paying any amount due and licensee shall forthwith reimburse the Telephone Company the full amount paid by the Telephone Company.

2.02.03.03. The licensee shall promptly advise the Telephone Company in writing of any and all claims for damages, including, but not limited to, damage to property or injury to or death of persons, allegedly arising out of or in any manner related, directly or indirectly, to the presence or use of the licensee's attachments.

2.03. ATTACHMENT AND OCCUPANCY APPLICATIONS

2.03.01. General

2.03.01.01. Before the licensee shall attach to a pole or anchor or occupy any portion of a conduit system, licensee must execute a license agreement with the Telephone Company that is consistent with the terms of this tariff.

3. RATES AND CHARGES

3.01. POLE AND PEDESTAL AND ANCHOR ATTACHMENT, ANCHOR AND ASSOCIATED GUY STRAND UTILIZATION AND CONDUIT OCCUPANCY

3.01.01. General

3.01.01.01. The licensee shall pay to the Telephone Company an annual pole attachment fee and/or conduit occupancy fee, as specified in this Section 3, on all poles and/or conduit for which licensee has an approved occupancy request. Pole attachment fees shall apply for each Telephone Company pole upon which the licensee obtains authorization to place an attachment. Conduit occupancy fees shall apply for each linear foot of facilities placed in innerduct and manholes occupied by the licensee's facilities in the Telephone Company's conduit.

3.01.01.02. Pole attachment fees and/or conduit occupancy fees shall be billed annually in advance on a calendar year basis (January 1 to the succeeding December 31) for the number of Telephone Company poles and feet of Telephone Company conduit as of December 31 of the preceding calendar year. Any Telephone Company pole or Telephone Company conduit occupied during any portion of a calendar year shall be considered to have been occupied during the entire year with no proration for removals or new occupancies made during the calendar year.

3.01.01.03. Total attachment, utilization or occupancy charges under 3.01.01.02. preceding shall be based upon the number of:

A. Poles, pedestals and/or anchors,

B. Anchors and associated guy strands,

C. Total duct footage

for which authorizations have been issued prior to the first day of January.

	Annual Rate
3.01.02. Rates	
3.01.02.01. Pole, Pedestal, and Anchor Attachment	
A. Per Pole or pedestal attached	$1.68
B. Per anchor attached.....	7.00

3. RATES AND CHARGES

3.01. POLE AND PEDESTAL AND ANCHOR ATTACHMENT, ANCHOR AND ASSOCIATED GUY STRAND UTILIZATION AND CONDUIT OCCUPANCY

3.01.02. Rates - Continued

Annual Rate

3.01.02.02. Conduit Occupancy

A. Per foot of duct

1. Innerduct..... $.12

2. Full duct..... .24

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

1. Center to center of adjacent manholes, or

2. Center of a manhole to the end of a duct not terminated in a manhole.

3.02. CHARGES - NONRECURRING

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