

EXHIBIT B

BELLSOUTH
TELECOMMUNICATIONS
KENTUCKY
ISSUED: April 29, 2016
BY: Hood Harris, President
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
Sixth Revised Page 1
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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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Second Revised Page 2
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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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- A5.1 (DELETED)** (D)
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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.8 Emergency Service Continuity Plan

(N)

A5.8.1 General

(N)

The Company will provide full or partial Emergency Service Continuity, subject to the rates, terms and conditions stated herein. Service is provided subject to a determination by the Commission, either upon petition by the Company or upon the Commission's own motion, that a Telecommunications Service Provider (TSP) has effectively abandoned service to its end users or that some other sufficient emergency (e.g., bankruptcy) exists to justify use of this tariff.

(N)

A5.8.2 Definition of Terms

(N)

ABANDONMENT DATE

(N)

The date determined by the Commission that a TSP abandoned or discontinued service to its end users, or the date that some other sufficient emergency exists to justify use of this tariff.

(N)

ABANDONED END USER

(N)

The former subscriber of a TSP that receives service under the rules and regulations of this Tariff.

(N)

COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC)

(N)

Any person or entity possessing a certificate to provide local exchange or exchange access services in conjunction with a Local Exchange Company.

(N)

EMERGENCY SERVICE CONTINUITY

(N)

The service(s) provided pursuant to this tariff.

(N)

NEW SERVICE PROVIDER

(N)

The service provider affirmatively chosen by an Abandoned End User. A new service provider can be either a TSP (CLEC, Interexchange Carrier (IXC) or ILEC) or the Company.

(N)

RESALE

(N)

Occurs when an entity purchases telecommunications service(s) on a wholesale basis from the Company and resells those service(s) to its customers.

(N)

TELECOMMUNICATIONS SERVICE PROVIDER (TSP)

(N)

A CLEC, IXC or ILEC.

(N)

A5.8.3 Application

(N)

- A. From the Abandonment Date until an Abandoned End User is transitioned to a New Service Provider, or until denial or disconnection of service as provided in A5.8.4 following, the Company will provide each Abandoned End User with the telecommunications service existing at the end user premises at the time of the Company's assumption of responsibility under this Tariff. Abandoned End Users will not be able to modify the telecommunications service until electing a New Service Provider. (N)
- B. The Company will provide its standard maintenance and repair services, where applicable, while providing Emergency Service Continuity. (N)

A5.8.4 Notice

(N)

- A. Promptly after receipt of the Commission determination of abandonment or other emergency, the Company will provide notice to Abandoned End Users through the Company's service facilities and/or the public media. The notice will inform Abandoned End Users that: (N)
 1. Abandoned End Users may continue to receive telecommunications service through the Emergency Service Continuity Plan for a minimum period of fourteen (14) days from the date initial notice is given while Abandoned End Users decide upon and transition to a New Service Provider. (N)
 2. After the notice in 1. preceding has been given and the time period in 1. preceding has transpired, service will be denied unless the Abandoned End User has either transitioned to a New Service Provider or has placed an order to transition to a New Service Provider and that order is being processed. When service is denied, the Abandoned End User will be unable to make or receive calls; (N)
 3. After the time period in 1. preceding has passed and a minimum of fourteen (14) additional days have transpired, service will be disconnected unless the Abandoned End User has either transitioned to a New Service Provider or has placed an order to transition to a New Service Provider and that order is being processed. (N)
- B. Use of Company facilities may be discontinued without notice at any time after an Abandoned End User has transitioned to a New Service Provider that does not require use of Company facilities. (N)

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.8 Emergency Service Continuity Plan (Cont'd)

(N)

A5.8.5 Conditions

(N)

- A. Emergency Service Continuity will be provided where the Company has been the underlying facilities provider through a resale or a UNE-P arrangement with a TSP. (N)
- B. To provide Emergency Service Continuity, the Company must have permission, either directly or through Commission order, to use the customer service record information of Abandoned End Users. (N)
- C. To provide Emergency Service Continuity, the Company must have a waiver of any applicable Commission requirements relating to verification of a change in service provider and the "preferred local carrier freeze". (N)
- D. All other non-rate terms and conditions applicable to general subscriber service (including, without limitation, the limits on the Company's liability for failure to provide service) apply to Emergency Service Continuity. (N)

A5.8.6 Rates

(N)

- A. For each Abandoned End User that selects a New Service Provider other than the Company, the Company will charge the New Service Provider a rate equivalent to the appropriate 2-wire loop, port and feature rates (switch as is) in that provider's interconnection agreement for the period from the Abandonment Date through the last date the Company provides Emergency Service Continuity. Thereafter, the applicable rates, terms and conditions of the interconnection agreement for services ordered by the New Service Provider shall be charged, collected and observed. (N)
- B. For each Abandoned End User that selects the Company as its New Service Provider, the Company may charge from the Abandonment Date the rates applicable to the services provided to the end user by the Company consistent with the Company's General Subscriber Service Tariff. (N)

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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(D)

A5.10 Reserved For Future Use

A5.11 Pole And Anchor Attachment

A5.11.1 Application Of Tariff

This Tariff contains the rates, terms and conditions (regulations and rates) applicable to pole and anchor attachment accommodations granted to attachee by the South Central Bell Telephone Company, hereinafter referred to as the Company.

A5.11.2 Definition Of Terms

ANCHOR

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

ANCHOR ATTACHMENT

A guy strand attached to an anchor.

ATTACHEE

The InterLATA Carrier or cable television system operator authorized by the Company to attach its facilities to poles and anchors.

ATTACHEE'S 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 and/or anchor.

CABLE TELEVISION SYSTEM

A nonbroadcast facility consisting of a set of transmission paths and associated signal generation, reception, and control equipment, under common ownership and control, that distributes or is designed to distribute to subscribers the signals of one or more television broadcast stations.

CABLE TELEVISION SYSTEM OPERATOR

The business entity, whether a natural person, partnership, corporation, or association, which offers for sale the services of a cable television system.

CATV

Cable Television or Cable Television System

GUY STRAND

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

INTERLATA CARRIER

The term "InterLATA Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interLATA communications by wire or radio.

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.2 Definition Of Terms (Cont'd)

INTRASTATE COMMUNICATIONS

The term "Intrastate Communications" denotes any communications within the state subject to oversight by the state regulatory commission as provided by the laws of the state.

JOINT USER

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

LOCAL ACCESS AND TRANSPORT AREA (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

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 facilities on a pole and/or anchor.

POLE

A pole owned by the Company.

POLE ATTACHMENT

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

PRE-AUTHORIZATION SURVEY

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

A5.11.3 Undertaking Of The Company

A. Scope

Subject to the provisions of this Tariff, the Company will authorize the attachment of an attachee's facilities to a pole and/or anchor for the purpose of providing the services of a cable television system, or for InterLATA carrier traffic subject to access charges. Rentals to all other occupants of Company poles and/or anchors will be grandfathered as to their use of the structures as of the effective date of this Tariff (March 1, 1985).

B. Limitations

1. No use, however extended, of a pole and/or anchor 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 and/or anchor.
2. Nothing contained in this Tariff shall be construed to compel the Company to construct, reconstruct, retain, extend, repair, place, replace or maintain a pole and/or anchor or other facilities for use by an attachee that is not needed for the Company's own service requirements.
3. Nothing contained in this Tariff shall be construed as a limitation, restriction or prohibition against the Company with respect to any condition of franchise, agreement and arrangement which the Company has entered into with others not covered by this Tariff regarding the poles and/or anchors covered by this Tariff.
4. Nothing contained in this Tariff shall be construed to compel the Company to provide space on a pole or in an anchor where the Company has determined no available capacity exists.
5. Attachees shall not use Company structures in order to provide Services that infringe upon this Company's franchise rights.

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.3 Undertaking Of The Company (Cont'd)

C. Liability

1. The Company reserves to itself the right to locate and maintain its poles, anchors and operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. The 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, out of attachee's use of the Company's anchors and/or poles.
2. The 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.

D. Termination Of Authorizations

1. Authorizations for pole and anchor attachments granted under the provisions of this Tariff may be terminated by the Company if:
 - a. the attachee's insurance carrier shall at any time notify the Company that the policies of insurance, as required by A5.11.4.E., will be cancelled or changed so that those requirements will no longer be satisfied,
 - b. any authorization which may be required by any governmental or private authority for the construction, operation and maintenance of the attachee's facilities is denied or revoked,
 - c. the attachee's facilities are used or maintained in violation of any law or in aid of any unlawful act or undertaking,
 - d. the attachee ceases to have authority to construct and operate its facilities on public or private property at the location of a particular pole and/or anchor covered by an authorization,
 - e. the attachee fails to comply with any of the provisions of this Tariff or defaults in any of its obligations hereunder,
 - f. the attachee ceases to provide its services in the area covered by this Tariff, or
 - g. the carrier services being provided via poles cease to have access charges applicable to such services.
2. The Company will promptly notify the attachee in writing of any condition(s) applicable in A5.11.3.D. The attachee shall take immediate corrective action to eliminate any such condition(s) and shall confirm in writing to the 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 Company within the time period required, the Company may immediately terminate the attachment authorization(s) affected by the condition(s).

E. Notices

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

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.4 Obligation Of Attachee

A. Legal Requirements

1. 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 facilities to poles and/or anchors located on the same public and/or private property.
2. The attachee and Company shall at all times observe and comply with, and the provisions of this Tariff are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the attachee and the Company under this Tariff.
3. No authorization granted under this Tariff shall extend to any pole or anchor where the attachment or placement of attachee's facilities would result in a forfeiture of the rights of the Company or joint users to occupy the property on which such poles or anchors are located. If the existence of attachee's facilities on a pole or anchor would cause a forfeiture of the right of the Company or joint user, or both to occupy such property, attachee agrees to remove its facilities forthwith upon receipt of written notification from the Company. If the attachee has not completed such removal within (60) days of receipt of such written notification the Company may perform and/or have performed such removal and attachee agrees to pay the Company or joint user or both, the cost thereof and for all losses and damages that may result.

B. Assignment Of Rights

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

C. Construction, Maintenance And Removal Of Attachee's Facilities

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 Manual of Construction Procedures (Blue Book) and Company-administered practices.

D. Claims And Damages

1. The attachee shall exercise precaution to avoid damaging the facilities of the Company and others attached to poles and/or anchors and the attachee assumes all responsibility for such damage caused by attachee's employees, agents or contractors.
2. 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.
3. Attachee shall promptly advise the 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 Company.
4. The attachee shall indemnify, protect and save harmless the Company, its directors, officers, employees or agents, from and against any and all claims, demands, causes of action and costs, including attorney's fees, for 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 any negligent act or omission in whole or in part of the attachee's employees, agents or contractors on or in the vicinity of the Company's poles, anchors and/or guys in the erection, maintenance, use or removal of attachee's facilities.

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.4 Obligation Of Attachee (Cont'd)

D. Claims And Damages (Cont'd)

5. Attachee's employees and employees of attachee's contractors shall assure themselves that any pole to be climbed has sufficient strength or is adequately based or guyed to support the weight of the said employees. The Company makes no warranty with respect to the condition of any of its facilities, and the attachee shall indemnify, protect and save harmless the Company, its directors, officers, employees, agents and contractors, from and against any and all claims, demands, causes of action and cost, including attorney's fees, for injury to or death of attachee's employees or employees of attachee's contractors resulting from negligence in whole or in part of attachee, its contractors or their employees.
6. The attachee shall indemnify, protect and save harmless the Company and joint user from any and all claims, demands, causes of action and costs, including attorney's fees, which arise directly or indirectly from the construction and operation of attachee's facilities, based upon 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 attorney's fees, for infringement of patents with respect to the manufacture, use and operation of attachee's facilities in combination with poles, anchors and/or guys or otherwise.
7. Attachee shall indemnify, protect and save harmless the Company and joint user from any and all damages and costs imposed on the Company and joint users as a result of acts by the attachee, its employees, agents or contractors, for the cost of relocating utility poles, anchors and/or guys resulting from a loss of right-of-way or property owner consents and/or the cost of defending these rights and/or consents.

E. Insurance

1. 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 Company to protect the 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 A5.11.4.D. The amounts of such insurance against:
 - a. liability due to damage to property shall not be less than \$300,000 as to any one occurrence, and \$500,000 aggregate, and/or
 - b. liability due to injury or death of persons shall not be less than \$500,000 as to any one person and \$1,000,000 as to any one occurrence.
2. All insurance required in accordance with A5.11.4.E.1. must be effective before the Company will authorize attachment to a pole and/or anchor and shall remain in force until all of attachee's facilities have been removed from all such poles and/or anchors. In the event that attachee shall fail to maintain the required insurance coverage, the Company may pay any premiums thereon falling due and the attachee shall forthwith reimburse the Company for any such premium payments made.
3. The attachee shall submit to the 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 Company.

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**A5.11 Pole And Anchor Attachment (Cont'd)****A5.11.5 Payment Arrangements****A. Payment Of Charges And Advance Payments**

1. The attachee is responsible for all charges applicable in connection with the attachment of its facilities to a pole and/or anchor as specified in A5.11.4.
2. The Company may require a bond in a form satisfactory to the Company, or other satisfactory evidence of financial security in such amount as the Company from time to time may require, to guarantee the performance of all of attachee's obligations herein. The amount of the bond or financial security shall not operate as a limitation upon the obligations of the attachee herein.
3. Attachee shall make an advance payment to the Company prior to:
 - a. any undertaking by the Company of a pre-authorization survey or the administrative processing portion of such a survey as required by A5.11.7. following in an amount specified by the Company sufficient to cover the estimated charges for completing the specific work operation required, or
 - b. any performance by the Company of any make-ready work required as specified in A5.11.7. following in an amount specified by the Company sufficient to cover the estimated charges for completing any required make-ready work.
4. The amount of the advance payment required in A5.11.5.A.3. preceding will be credited against the cost to the Company for performing such work or having such work performed by others.
 - a. Where the the advance payment made by the attachee is less than the charge by the Company, attachee shall pay the Company all sums due in excess of the amount of the advance payment.
 - b. Where the advance payment made by attachee exceeds the charge by the Company, the Company shall refund the difference to the attachee.
5. The attachee shall pay all applicable charges due within 30 days of receipt of the bill.

A5.11.6 Attachment Applications**A. General**

1. Before the attachee shall attach to a pole and/or anchor, attachee shall make written application for and have received written authorization therefore from the Company.
2. Attachee shall limit the filing of applications for pole attachment authorizations to include not more than (300) poles and associated anchors on any one application and (1500) poles and associated anchors on all applications which are pending approval by the Company at any one time. Such limitations will apply to poles located within a single plant construction district of the Company. However, if the attachee files application in excess of the limits specified herein, the attachee shall designate a desired priority of completion of the preinstallation survey and "make-ready" work for each application relative to all other of its applications on file with the Company at the same time.

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A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.6 Attachment Applications (Cont'd)

B. Multiple Applications

1. Classification

Applications received from multiple applicants for the same pole and/or anchor will be classified as follows.

- a. Simultaneous - received by the Company on the same business day.
- b. Non-simultaneous - received by the Company on different business days.

2. Processing

Processing of multiple applications by the Company will be as follows.

- a. Simultaneous applications - Processing of simultaneous applications will be done concurrently. Authorization for attachment will be granted simultaneously to all multiple applicants involved.

- b. Non-simultaneous applications - Initial applicant will be offered the following Options in writing immediately following receipt, by the 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).

- (1) 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 and/or anchor.
- (2) Option 2 - Application(s) of initial applicant and additional applicant(s) will be processed in accordance with A5.11.6.B.2.A. preceding.

- c. Initial Applicant(s)

All work in progress on application(s) filed by an initial applicant will be suspended by the Company from the date of its written notification as required in A5.11.6.B.2.B. preceding until the initial applicant notifies the Company, in writing, of the Option it elects. Such written notification, by the initial applicant will be required no later than 20 days following its receipt of the aforementioned notification from the Company; otherwise the Company will deem the initial applicant to have elected Option 1. The Company will notify the additional applicant(s), in writing, of the Option elected by the initial applicant.

- d. Additional Applicants(s)

Option 2 will be subject to acceptance by all multiple applicants involved. The additional applicant(s) will have 10 days from receipt of written notification from the Company advising that the initial applicant has selected Option 2, to accept or reject by written notification to the Company the conditions applicable to simultaneous attachment; otherwise the Company will deem the additional applicant(s) to have rejected acceptance of treatment as simultaneous applicants.

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.6 Attachment Applications (Cont'd)

B. Multiple Applications (Cont'd)

3. Conditions Applicable to Simultaneous Applicants

a. Make-Ready Work

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

- (1) When multiple applicants cannot reach such mutual agreement within 15 days from receipt of written notification from the Company of the estimated charges for the required make-ready work, the Company may at its option offer as an alternative to complete the total make-ready work required for all multiple applicants before simultaneously granting attachment authorization for all multiple applications involved.
- (2) Any multiple applicant who fails to agree to the alternative arrangement will be considered by the Company to have cancelled its application(s) relative to the poles and/or anchors involved on pending applications of another applicant(s).

b. Costs

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

4. Conditions Applicable to Non-simultaneous Applications

a. Pre-Authorization Survey Costs

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

b. Make-Ready Completion Schedule

The date of receipt (earliest taking precedence) by the Company of applications in accordance with A5.11.6.A. preceding will determine the priority of make-ready work completion by the Company. Any change in priority of pole and/or anchor availability will require an appropriate change in make-ready work completion of the application(s) involved and be subject to the Company's ability to accommodate the specific change(s) required in its established work schedule.

c. Make-Ready Work Costs

Make-ready work costs will be allocated as follows.

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

5. Pre-Authorization Survey Completion

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

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.7 Make-Ready Requirements

A. Pole And/Or Anchor

1. When an application for attachment to a pole and/or anchor is submitted by an attachee, a pre-authorization survey will be required to determine the adequacy of the existing pole and anchor to accommodate attachee's facilities. Utilization of the available capacity of an existing anchor, when such utilization does not result in a reduction of the holding capacity below the level normally required by the Company for safety or other purposes, will be permitted at the option of the Company and agreement by the attachee to payment of the charges as specified in A5.11.9. following. The Company will advise the attachee in writing of the estimated charges that will apply for such pre-authorization survey and receive payment from the attachee before undertaking any portion of the pre-authorization survey.
2. The field inspection portion of the pre-authorization survey, which requires the visual inspection of existing poles and anchors will be performed by the Company (with optional participation by joint user and/or attachee). The administrative processing portion of the pre-authorization 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 will be performed by the Company.
3. In the event the Company determines that a pole and/or anchor to which attachee desires to attach is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the attachee's facilities, the Company will advise the attachee in writing of the estimated make-ready charges that will apply. Attachee shall have (90) days from receipt of said written notification to indicate its authorization for completion of the required make-ready work by rendering payment of the stated charges. However, if the Company receives a request from an additional applicant for attachment to a pole or anchor for which written notification has been sent to an initial attachee, the initial attachee must authorize completion of the pending make-ready work within (15) days after receipt of written notification from the Company of the additional attachment request or until the end of the aforementioned (90) day period, whichever period of time is shorter.
4. Make-ready work will be performed following receipt of the required advance payment by the Company. Attachee shall pay the Company for all make-ready work in accordance with the provisions of this Tariff and shall also make arrangements with the owners of other facilities attached to such poles or anchors 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 Company for pole or anchor replacements or for rearrangement of facilities on a pole or anchor by reasons of the use by the Company, joint user, governmental entity or other authorized users of any additional capacity resulting from such replacement or rearrangement.
5. Should the Company, joint user or a governmental entity with pole or anchor attachment rights need, for its own service requirements, to attach additional facilities to any pole or anchor to which attachee is attached, or avail itself of the holding capacity of an anchor being utilized by an attachee, attachee will either rearrange its facilities on the pole or anchor or transfer them to a replacement pole or anchor as determined by the Company so that the additional facilities of the 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 (15) days after receipt of written notice from the Company requesting such rearrangement or transfer, the Company or joint user may perform or have performed such rearrangement or transfer and the attachee shall be liable for the full costs thereof.

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.7 Make-Ready Requirements (Cont'd)

B. Work Schedule

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

A5.11.8 Inspection Of Pole And Anchor Attachments

A. Procedures

1. The Company reserves the right to make periodic inspections of any part of attachee's facilities attached to a pole or anchor owned by the Company.
 - a. The frequency and extent of such inspections by the Company will depend upon the attachee's performance in relation to the requirements of A5.11.4.C. preceding.
 - b. The Company will give attachee advance written notice of such inspections except in those instances where, in the sole judgment of the 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.
 - c. Whenever it is necessary for the Company to inspect the attachments to its facilities to observe construction activities or to provide plant protection during attachee's daily work operations, the Company will prepare and issue a bill to recover all expenses incurred by the Company for such inspections.
2. 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.

B. Unauthorized Attachment

1. If any of the attachee's facilities shall be found attached to a pole or anchor for which there is no authorization outstanding, the 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 Company of the unauthorized attachment, a pole or anchor attachment application. If such application is not received by the Company within the specified time period, attachee may be required to remove its unauthorized attachment within (30) days of the final date for submitting the required application, or the Company may at its option remove attachee's facilities without liability, and the expense of such removal shall be borne by the attachee.
2. For the purpose of determining the applicable charge, all unauthorized pole or anchor attachments shall be treated as having existed since the most recent reconciliation or for the period beginning with the date on which the attachee was initially authorized to attach facilities of the same system to poles or anchors, whichever period shall be the shorter; and the rates shall be twice the rate specified in A5.11.9.B. following in addition to twice the "make ready" charge that would have been imposed if the attachment had been properly authorized. This charge shall be due and payable forthwith whether or not the attachee is permitted to continue the pole or anchor attachment.
3. No act nor failure to act by the 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 nor constitute a waiver by the Company of any of its rights or privileges under this Tariff nor 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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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.9 Rates And Charges

A. Pole And Anchor Attachments - General

1. Attachment charges commence on the first day of the second calendar month following the date that authorization is granted for such attachment; and cease as of the final day of the calendar month in which the attachment is physically removed.
2. A one month minimum charge is applicable for all attachment accommodations.
3. All attachment charges are payable in advance semi-annually on the first day of January and July.
4. Total attachment charges under A5.11.9.A.3. preceding shall be based upon the number of poles and/or anchors for which authorizations have been issued prior to the first day of January and July. Each semi-annual payment shall include a proration of the monthly attachment charges applicable for all attachments initially authorized by the Company during the preceding 6 month period.

B. Rates

1. Pole and Anchor Attachment

a. Effective 10-13-83 thru 3-31-84

- (1) Per pole attached

(a) Two user

(b) Three user

- (2) Per anchor attached

(a) Two user

(b) Three user

b. Effective 4-1-84

- (1) Per pole attached

(a) Two user

(b) Three user

- (2) Per anchor attached

(a) Two user

(b) Three user

Annual Rate	USOC
\$8.50	NA
4.95	NA
14.30	NA
9.55	NA
9.45	NA
5.35	NA
12.90	NA
8.60	NA

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.9 Rates And Charges (Cont'd)

C. Nonrecurring Charges

1. Determination

Charges for all work performed by the Company or by its authorized representative in connection with the furnishing of pole and/or anchor accommodations as covered by this Tariff shall be based upon the full cost, plus 10 percent of such amount, to the Company for performance of such work. Such charges will apply for, but not be limited to, pre-authorization survey, make-ready work, rearrangement, inspection and removal of attachee's facilities, and supervision, at the option of the Company, of attachee performed work in and around the immediate vicinity of the pole and/or anchor accommodations.

2. Replacement Of Facilities

The charge for replacement of a pole or anchor required to accommodate attachee's facilities shall be based on the Company's fully installed costs less salvage value, if any.

D. Composite Rate

1. General

- a. A composite rate based on relative pole population, as specified by the commission order, will be used until accurate records can be obtained from a survey of existing attachments.
- b. This rate will be effective until completion of the survey at which time retroactive billing adjustments will be made.

2. Rates

a. Composite Rate

- (1) Per pole attached

(a) Each	Rate \$7.95	USOC NA
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(M)

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Louisville, Kentucky

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy

(T)

A5.12.1 Application Of Tariff

(M)

This Tariff contains the rates, terms and conditions (regulations and rates) applicable to conduit occupancy accommodations granted to attachee by the South Central Bell Telephone Company, hereinafter referred to as the Company. (M)

A5.12.2 Definitions Of Terms

ATTACHEE

The InterLATA Carrier or cable television system operator authorized by the Company to place its facilities in a conduit system.

ATTACHEE'S FACILITIES

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

CABLE TELEVISION SYSTEM

A nonbroadcast facility consisting of a set of transmission paths and associated signal generation, reception, and control equipment, under common ownership and control, that distributes or is designed to distribute to subscribers the signals of one or more television broadcast stations.

CABLE TELEVISION SYSTEM OPERATOR

The business entity, whether a natural person, partnership, corporation, or association, which offers for sale the services of a cable television system.

CATV

Cable Television or Cable Television System

CONDUIT

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

CONDUIT OCCUPANCY

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

CONDUIT SYSTEM

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

DUCT

A single enclosed raceway for conductors or cables.

INTERLATA CARRIER

The term "InterLATA Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in InterLATA communications by wire or radio.

INTRASTATE COMMUNICATIONS

The term "Intrastate Communications" denotes any communications within the state subject to oversight by the state regulatory commission as provided by the laws of the state.

JOINT USER

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

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**A5.12 Conduit Occupancy (Cont'd)****A5.12.2 Definitions Of Terms (Cont'd)****LOCAL ACCESS AND TRANSPORT AREA (LATA)**

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

MANHOLE

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

MAKE-READY WORK

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

PRE-AUTHORIZATION SURVEY

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

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**A5.12 Conduit Occupancy (Cont'd)****A5.12.3 Undertaking Of The Company****A. Scope**

Subject to the provisions of this Tariff, the Company will authorize the placement of an attachee's facilities in a conduit system for the purpose of providing the services of a cable television system, or for InterLATA carrier traffic subject to access charges. Rentals to all other occupants of Company conduit will be grandfathered as to their use of the structures as of the effective date of this Tariff (December 4, 1985) and existing contracts will be canceled at their earliest possible date. At the discretion of the Company, this Tariff may be expanded from time to time to include other occupants.

B. Limitations

1. No use, however extended, of a 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 conduit system.
2. Nothing contained in this Tariff shall be construed to compel the Company to construct, reconstruct, retain, extend, repair, place, replace or maintain conduit or other facilities for use by an attachee that is not needed for the Company's own service requirements.
3. Nothing contained in this Tariff shall be construed as a limitation, restriction or prohibition against the Company with respect to any condition of franchise, agreement and arrangement which the Company has heretofore entered into with others not covered by this Tariff regarding the conduit systems covered by this Tariff.
4. Nothing contained in this Tariff shall be construed to compel the Company to provide space in a conduit system where the Company has determined no available capacity exists.
5. Attachees shall not use Company structures in order to provide Services that infringe upon this Company's franchise rights.

C. Liability

1. The Company reserves to itself the right to locate and maintain its 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 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, out of attachee's use of the Company's conduit systems.
2. The 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.

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.3 Undertaking Of The Company (Cont'd)

D. Termination Of Authorizations

1. Authorizations for conduit system occupancy granted under the provisions of this Tariff may be terminated by the Company if:
 - a. The attachee's insurance carrier shall at any time notify the Company that the policies of insurance, as required by A5.12.4.E. following, will be cancelled or changed so that those requirements will no longer be satisfied.
 - b. Any authorization which may be required by any governmental or private authority for the construction, operation and maintenance of the attachee's facilities is denied or revoked.
 - c. The attachee's facilities are used or maintained in violation of any law or in aid of any unlawful act or undertaking.
 - d. The attachee ceases to have authority to construct and operate its facilities on public or private property at the location of a particular conduit covered by an authorization,
 - e. The attachee fails to comply with any of the provisions of this Tariff or defaults in any of its obligations hereunder,
 - f. The attachee ceases to provide its services in the area covered by this Tariff, or
 - g. The carrier services being provided via conduit cease to have access charges applicable to such services.
2. The Company will promptly notify the attachee in writing of any condition(s) applicable in A5.12.3.D.1. preceding. The attachee shall take immediate corrective action to eliminate any such condition(s) and shall confirm in writing to the 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 Company within the time period required, the Company may immediately terminate occupancy authorization(s) affected by the condition(s).

E. Notices

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

A5.12.4 Obligation Of Attachee

A. Legal Requirements

1. 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 occupies conduit located on the same public and/or private property.
2. The attachee and Company shall at all times observe and comply with, and the provisions of this Tariff are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the attachee and the Company under this Tariff.

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**A5.12 Conduit Occupancy (Cont'd)****A5.12.4 Obligation Of Attachee (Cont'd)****A. Legal Requirements (Cont'd)**

3. No authorization granted under this Tariff shall extend to any conduit system where the attachment or placement of attachee's facilities would result in a forfeiture of the rights of the Company or joint users to occupy the property on which such conduit system is located. If the existence of attachee's facilities in a conduit system would cause a forfeiture of the right of the Company or joint user, or both to occupy such property, attachee agrees to remove its facilities forthwith upon receipt of written notification from the Company. If the attachee has not completed such removal within (60) days of receipt of such written notification the Company may perform and/or have performed such removal and attachee agrees to pay the Company or joint user or both, the cost thereof and for all losses and damages that may result.

B. Assignment Of Rights

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

C. Construction, Maintenance And Removal Of Attachee's Facilities

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 Manual of Construction Procedures (Blue Book) and Company-administered practices.
2. The attachee's employees, agents or contractors will be permitted to enter or work in the Company's manholes only when an authorized agent or employee of the Company is present. The attachee agrees to pay, in accordance with the terms and conditions of A5.12.9.C. following, for having the Company's agent or employee present when attachee's work is being done in the Company's manholes. The presence of the Company's authorized agent or employee shall not relieve the attachee of its responsibility to conduct all of its work operations in and around the Company's manholes in a safe and workmanlike manner and in accordance with A5.12.4.C.1. preceding.

D. Claims And Damages

1. The attachee shall exercise precaution to avoid damaging the facilities of the Company and others occupying a conduit system and the attachee assumes all responsibility for such damage caused by attachee's employees, agents or contractors.
2. 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.
3. Attachee shall promptly advise the 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 Company.

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.4 Obligation Of Attachee (Cont'd)

D. Claims And Damages (Cont'd)

4. The attachee shall indemnify, protect and save harmless the Company, its directors, officers, employees or agents, from and against any and all claims, demands, causes of action and costs, including attorney's fees, for 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 any negligent act or omission in whole or in part of the attachee's employees, agents or contractors on or in the vicinity of the Company's conduit systems in the erection, maintenance, use or removal of attachee's facilities.
5. The attachee shall indemnify, protect and save harmless the Company and joint user from any and all claims, demands, causes of action and costs, including attorney's fees, which arise directly or indirectly from the construction and operation of attachee's facilities, based upon 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 attorney's fees, for infringement of patents with respect to the manufacture, use and operation of attachee's facilities in combination with conduit systems or otherwise.
6. Attachee shall indemnify, protect and save harmless the Company and joint user from any and all damages and costs imposed on the Company and joint users as a result of acts by the attachee, its employees, agents or contractors, for the cost of relocating 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.

E. Insurance

1. 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 Company to protect the 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 A5.12.4.D. preceding. The amounts of such insurance against:
 - a. Liability due to damage to property shall not be less than \$300,000 as to any one occurrence, and \$500,000 aggregate, and/or
 - b. Liability due to injury or death of persons shall not be less than \$500,000 as to any one person and \$1,000,000 as to any one occurrence.
2. All insurance required in accordance with A5.12.4.E.1. preceding. must be effective before the Company will authorize occupancy of a conduit system and shall remain in force until all of attachee's facilities have been removed from all such conduit systems. In the event that attachee shall fail to maintain the required insurance coverage, the Company may pay any premiums thereon falling due and the attachee shall forthwith reimburse the Company for any such premium payments made.
3. The attachee shall submit to the 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 Company.

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.5 Payment Arrangements

A. Payment Of Charges And Advance Payments

1. The attachee is responsible for all charges applicable in connection with occupancy of a conduit system as specified in A5.12.9. following.
2. The Company may require a bond in a form satisfactory to the Company, or other satisfactory evidence of financial security in such amount as the Company from time to time may require, to guarantee the performance of all of attachee's obligations herein. The amount of the bond or financial security shall not operate as a limitation upon the obligations of the attachee herein.
3. Attachee shall make an advance payment to the Company prior to:
 - a. Any undertaking by the Company of a pre-authorization survey or the administrative processing portion of such a survey as required by A5.12.7. following in an amount specified by the Company sufficient to cover the estimated charges for completing the specific work operation required, or
 - b. Any performance by the Company of any make-ready work required as specified in A5.12.7. following in an amount specified by the Company sufficient to cover the estimated charges for completing any required make-ready work.
4. The amount of the advance payment required in A5.12.5.A.3. preceding will be credited against the cost to the Company for performing such work or having such work performed by others.
 - a. Where the advance payment made by the attachee is less than the charge by the Company, attachee shall pay the Company all sums due in excess of the amount of the advance payment.
 - b. Where the advance payment made by attachee exceeds the charge by the Company, the Company shall refund the difference to the attachee.
5. The attachee shall pay all applicable charges due within 30 days of receipt of the bill.

A5.12.6 Occupancy Applications

A. General

Before the attachee shall occupy any portion of a conduit system, attachee shall make written application for and have received written authorization therefore from the Company.

B. Multiple Applications

1. Classification

Applications received from multiple applicants for the same conduit system will be classified as follows.

- a. Simultaneous - received by the Company on the same business day.
- b. Non-simultaneous - received by the Company on different business days.

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Louisville, Kentucky

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.6 Occupancy Applications (Cont'd)

B. Multiple Applications (Cont'd)

2. Processing

Processing of multiple applications by the Company will be as follows.

- a. Simultaneous applications - Processing of simultaneous applications will be done concurrently. Authorization for occupancy will be granted simultaneously to all multiple applicants involved.
- b. Non-simultaneous applications - Initial applicant will be offered the following Options in writing immediately following receipt, by the 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 conduit system.

Option 2 - Application(s) of initial applicant and additional applicant(s) will be processed in accordance with A5.12.6.B.2.a. preceding.

- c. Initial Applicant(s)

All work in progress on application(s) filed by an initial applicant will be suspended by the Company from the date of its written notification as required in A5.12.6.B.2.b. preceding until the initial applicant notifies the Company, in writing, of the Option it elects. Such written notification, by the initial applicant will be required no later than 20 days following its receipt of the aforementioned notification from the Company; otherwise the Company will deem the initial applicant to have elected Option 1. The Company will notify the additional applicant(s), in writing, of the Option elected by the initial applicant.

- d. Additional Applicant(s)

Option 2 will be subject to acceptance by all multiple applicants involved. The additional applicant(s) will have 10 days from receipt of written notification from the Company advising that the initial applicant has selected Option 2, to accept or reject by written notification to the Company the conditions applicable to simultaneous occupancy; otherwise the Company will deem the additional applicant(s) to have rejected acceptance of treatment as simultaneous applicants.

3. Conditions Applicable to Simultaneous Applicants

- a. Make-Ready Work

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

- (1) When multiple applicants cannot reach such mutual agreement within 15 days from receipt of written notification from the Company of the estimated charges for the required make-ready work, the Company may at its option offer as an alternative to complete the total make-ready work required for all multiple applicants before simultaneously granting occupancy authorization for all multiple applications involved.
- (2) Any multiple applicant(s) who fails to agree to the alternative arrangement will be considered by the Company to have cancelled its application(s) relative to the conduit systems involved on pending applications of another applicant(s).

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.6 Occupancy Applications (Cont'd)

B. Multiple Applications (Cont'd)

3. Conditions Applicable to Simultaneous Applicants (Cont'd)

b. Costs

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

4. Conditions Applicable to Non-simultaneous Applications

a. Pre-Authorization Survey Costs

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

b. Make-Ready Completion Schedule

The date of receipt (earliest taking precedence) by the Company of applications in accordance with A5.12.6.A. preceding will determine the priority of make-ready work completion by the Company. Any change in priority of conduit availability will require an appropriate change in make-ready work completion of the application(s) involved and be subject to the Company's ability to accommodate the specific change(s) required in its established work schedule.

c. Make-Ready Work Costs

Make-ready work costs will be allocated as follows.

The initial applicant will be charged the total cost incurred by the Company to accommodate the occupancy of the initial applicant's facilities in conduits on a non-simultaneous basis.

The additional applicant(s) will be charged the total cost incurred by the Company to accommodate the occupancy of the additional applicant's facilities in conduits for which prior occupancy authorization has been granted to another applicant.

5. Pre-Authorization Survey Completion

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

A5.12.7 Make-Ready Requirements

A. Conduit System

1. When an application for conduit occupancy is submitted by an attachee a pre-authorization survey by the Company will be required to determine the availability of the conduit system to accommodate attachee's facilities. The Company will advise the attachee in writing of the estimated charges that will apply for such pre-authorization survey and receive payment from the attachee before undertaking such a survey. A representative of the attachee may accompany the Company's representative on the field inspection portion of the pre-authorization survey.
2. In the event the Company determines that rearrangement of existing facilities in the conduit system is required before the attachee's facilities can be accommodated, the 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 Company to indicate its authorization for completion of the required make-ready work by rendering payment of the stated charges.

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.7 Make-Ready Requirements (Cont'd)

A. Conduit System (Cont'd)

3. Should the Company, or any governmental entity with whom the Company has an agreement granting such entity priority access to and occupancy of the Company's conduit system, need for its own service requirements, any of the conduit capacity occupied by attachee's facilities and, if the Company advises attachee that attachee's facilities can be accommodated otherwise in the conduit system, attachee shall be required to rearrange its facilities in the manner designated by the 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 Company, the Company may perform or have performed such rearrangement and attachee shall be liable for the costs thereof.

B. Work Schedule

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

A5.12.8 Inspection Of Conduit Occupancy

A. Procedures

1. The Company reserves the right to make periodic inspections of any part of attachee's facilities occupying a conduit system owned by the Company.
 - a. The frequency and extent of such inspections by the Company will depend upon the attachee's performance in relation to the requirements of A5.12.4.C. preceding.
 - b. The Company will give attachee advance written notice of such inspections except in those instances where, in the sole judgment of the 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.
 - c. Whenever it is necessary for the Company to inspect the attachments or occupancies of its facilities to observe construction activities or to provide plant protection during attachee's daily work operations, the Company will prepare and issue a bill to recover all expenses incurred by the Company for such inspections.
2. 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.

B. Unauthorized Occupancy

1. If any of the attachee's facilities shall be found occupying a conduit system for which there is no authorization outstanding, the 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 Company of the unauthorized occupancy, a conduit occupancy application. If such application is not received by the Company within the specified time period, attachee may be required to remove its unauthorized occupancy within (30) days of the final date for submitting the required application, or the Company may at its option remove attachee's facilities without liability, and the expense of such removal shall be borne by the attachee.

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.8 Inspection Of Conduit Occupancy (Cont'd)

B. Unauthorized Occupancy (Cont'd)

2. For the purpose of determining the applicable charge, all unauthorized conduit occupancy shall be treated as having existed since the most recent reconciliation or for the period beginning with the date on which the attachee was initially authorized to occupy conduit of the same system, whichever period shall be the shorter; and the rates shall be twice the rate specified in A5.12.9.B. following in addition to twice the "make ready" charge that would have been imposed if the occupancy had been properly authorized. This charge shall be due and payable forthwith whether or not the attachee is permitted to continue the conduit occupancy.
3. No act nor failure to act by the 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 nor constitute a waiver by the Company of any of its rights or privileges under this Tariff nor 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.

A5.12.9 Rates And Charges

A. General

1. Occupancy charges commence on the first day of the second calendar month following the date that authorization is granted for such occupancy; and cease as of the final day of the calendar month in which the occupancy is physically removed.
2. A one month minimum charge is applicable for all occupancy accommodations.
3. All occupancy charges are payable in advance semi-annually on the first day of January and July.
4. Total occupancy charges under A5.12.9.A.3. preceding shall be based upon the total duct footage for which authorizations have been issued prior to the first day of January and July. Each semi-annual payment shall include a proration of the monthly occupancy charges applicable for all occupancy initially authorized by the Company during the preceding 6 month period.

B. Rates

1. Conduit Occupancy, per foot of duct occupied

	Annual Rate	USOC	
(a) High cost areas (See A5.12.10. following).	\$.70	NA	(R)
(b) Other areas	.70	NA	(R)

2. For purpose of determining the duct feet chargeable the duct considered occupied shall be measured from:
 The center to center of adjacent manholes
 The center of a manhole to the end of a duct not terminated in a manhole

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.9 Rates And Charges (Cont'd)

C. Nonrecurring Charges

1. Determination

Charges for all work performed by the Company or by its authorized representative in connection with the furnishing of conduit system accommodations as covered by this Tariff shall be based upon the full cost, plus **11.62** percent of such amount, to the Company for performance of such work. Such charges will apply for, but not be limited to, preauthorization survey, make-ready work, rearrangement, inspection and removal of attachee's facilities, and supervision, at the option of the Company, of attachee performed work in and around the immediate vicinity of the conduit system.

(1)

A5.12.10 High Cost Areas

A. General

1. Wire centers are identified as "High Cost" based on the congestion of the area and the additional costs involved in placing conduit in these areas. All Wire Centers not listed in A5.12.10.B. following are classified as "Other".
2. Conduit crossing navigable waterways will be considered on a case-by-case basis only.

B. Wire Centers

None