

JOINT USE AGREEMENT

PREAMBLE

THIS AGREEMENT, made this first day of January, 1936, by and between The Cincinnati and Suburban Bell Telephone Company, a corporation organized and existing under the laws of the State of Ohio, hereinafter referred to as the "Telephone Company", and The Cincinnati Gas and Electric Company, Owner, and The Union Gas and Electric Company, Lessee and Operator of the properties of The Cincinnati Gas and Electric Company, both corporations organized and existing under the laws of the State of Ohio, hereinafter referred to as the "Power Company".

WITNESSETH:

WHEREAS, the Power Company and the Telephone Company desire to establish joint use of their respective poles when and where joint use shall be of mutual advantage, and when it is impossible or impracticable to build pole lines on opposite sides of streets or roadways, especially from a right-of-way standpoint; and

WHEREAS, the condition determining the necessity or desirability of joint use depend upon the service requirements to be met by both parties, including considerations of safety and economy, and each of them should be the judge of what the character of its circuits should be to meet its service requirements and as to whether or not these service requirements can be properly met by the joint use of poles; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

SECTION IGENERAL

ARTICLE ONE

SCOPE

(a) This agreement shall be in effect in the following described territory: to wit

Hamilton, Butler, Warren and Clermont Counties, Ohio;

and shall cover all poles of each of the parties now existing or hereafter erected in the above territory when said poles are brought hereunder in accordance with the procedure hereinafter provided. Each party reserves the right to exclude from joint use (1) poles which, in the owner's judgment are necessary for its own sole use; and (2) poles which carry or are intended by the owner to carry, circuits of such a character that in the owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable. It is

ARTICLE TWO

EXPLANATION OF TERMS

For the purpose of this agreement, the following terms, when used herein, shall have the following meaning:

(a) Clearance Attachment is an attachment, usually at a crossing, placed by one party on the other party's poles primarily for the purpose of obtaining standard clearance for wires, cables, and suspension strands from other wires, guys, cables, suspension strands, transformers, roadways, trees, etc.

[REDACTED]

(c) Power Attachment shall be understood to be the attachment of any electric equipment, wires, cables and/or supports to a telephone pole.

(d) Telephone Attachment shall be understood to be the attachment of any telephone equipment, wires, cables and/or supports to a power pole.

[REDACTED]

(f) "J" Series Schedules are those schedules which are used to record jointly owned poles or supports.

(g) "Then Value In Place" means the value obtained by multiplying the reproduction cost of the pole or other item of plant by the per cent condition determined from field inspection.

(h) Standard Joint Pole is a 35' wood pole for rear property line construction and a 40' wood pole for street construction. [REDACTED]

(i) Standard Space is the following described space on a joint pole.

[REDACTED]

The space assigned to each party is for its exclusive use, except in cases where the specifications permit certain attachments of one party to be located in or below the space assigned to the other party.

It is further agreed that the parties hereto shall cooperate in allocating the available space on new or existing poles in accordance with the requirements of each party in order to avoid the use of excess height of poles or the replacement of existing poles.

ARTICLE THREE

NEGOTIATIONS

The negotiations for the establishment and maintenance of jointly used lines shall be handled by the General Plant Manager of the Telephone Company and the Superintendent of the Electrical Distribution Department of the Power Company or by their representatives. If the above named negotiators cannot agree in any particular case, the matter shall be referred to an arbitration board consisting of the Chief Engineer of the Telephone Company and the Manager of the Electric Department of the Power Company, whose decision in the matter is to be final and binding upon the parties hereto. In the event the Board cannot reach a decision concerning the matter, the question shall then be referred to the Management of the respective companies.

ARTICLE FOUR

SPECIFICATIONS

(a) The joint use of poles covered by this agreement shall at all times be in conformity with the provisions of **Administrative Order No. 72 of The Public Utilities Commission of Ohio,** or any revision or modification thereof, except that neither party shall be required to rearrange any cable installed prior to the date of this agreement, and carried on the street side of any pole, so as to occupy the field side thereon.

(b) The lowest permanent pole step on any jointly owned pole shall be placed at a height of not less than six and one-half feet from the ground. Between this point and the ground, a lag screw to accommodate a detachable pole step of a type agreeable to both parties may be placed at a height of three and one-half feet from the ground.

(c) Any existing joint use construction of the parties hereto which does not conform to the said specifications shall be brought into conformity therewith at as early a date as possible. The cost of bringing such joint use construction into conformity with said specifications shall be borne by the parties in accordance with the terms of this agreement.

ARTICLE FIVE

LIABILITY AND DAMAGES

Whenever any liability is incurred by either or both of the parties hereto for damages for injuries to the employees or for injury to the property of either party, or for injuries to other persons or their property, arising out of the joint use of poles under this agreement, or due to the proximity of the wires and fixtures of the parties hereto attached to the jointly used poles covered by this agreement, the liability for such damages, as between the parties hereto, shall be as follows:

[REDACTED]

[REDACTED]

[REDACTED]

(g) The liability of either party, or both parties, for damages arising out of the joint use of poles under this agreement, shall be finally determined by the parties hereto in accordance with the foregoing provisions of this Article, and such determination shall not be dependent upon, nor governed by, the outcome of any litigation against either party or against both parties, either prior or subsequent to such final determination, except, however, where settlement has been made in accordance with sections (e) and (f) of this Article.

ARTICLE SIX

ATTACHMENTS OF OTHER PARTIES

If either of the parties hereto has, prior to the execution of this agreement, conferred upon others, not parties to this agreement, by contract or otherwise, rights or privileges to use any poles covered by this agreement, nothing herein contained shall be construed as affecting said rights or privileges, and either party hereto shall have the right, by contract or otherwise, to continue and extend such existing rights or privileges; it being expressly understood, however, that for the purpose of this agreement, the attachments of any such outside party shall be treated as attachments belonging to the grantor, and the rights, obligations and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof. Where municipal regulations require either party to allow the use of its poles for fire alarm, police or other like signal systems such use shall be permitted under the terms of this Article.

ARTICLE SEVEN

DEFAULTS

(a) If either party shall make default in any of its obligations under this contract and such default continue

(b) If either party shall make default in the performance of any work which it is obligated to do under this contract at its sole expense,

ARTICLE EIGHT

TERM OF AGREEMENT

Subject to the provisions of Article Seven, this agreement may be terminated, so far as concerns further granting of joint use by either party, after January 1, 1937 upon one (1) year's notice in writing to the other party, provided, that if not so terminated it shall continue in full force thereafter until terminated by either party at any time upon one (1) year's notice in writing to the other party as aforesaid, and provided further that notwithstanding such termination, this agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination.

ARTICLE NINE

ASSIGNMENT OF RIGHTS

Except as otherwise provided in this agreement, neither party hereto shall assign or otherwise dispose of this agreement or any of its rights or interests hereunder, or in any of the jointly used poles, or the attachments or rights of way covered by this agreement, to any firm, corporation, or individual, without the written consent of the other party; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges and franchises, or lease or transfer any of them to

another corporation organized for the purpose of conducting business of the same general character as that of such party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage, or in case of such lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidated company, as the case may be, and provided further that subject to all of the terms and conditions of this agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased, and controlled by it, or associated or affiliated with it in interest, or connecting with it, the use of all or any part of the rights reserved hereunder or any pole covered by this agreement for the attachments used by such party, in the conduct of its said business; and for the purpose of this agreement all such attachments maintained on any such pole by the permission as aforesaid of either party hereto shall be considered as the attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this agreement in respect to such attachments, shall be the same as if it were the actual owner thereof.

ARTICLE TEN

WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE ELEVEN

EXISTING CONTRACTS

This agreement supersedes all existing agreements between the parties hereto for the joint use of poles within the territory covered by this agreement which are, by mutual consent, hereby abrogated and annulled.

ARTICLE TWELVE

SERVICES OF NOTICES

Wherever in this agreement notice is provided to be given by either party hereto to the other, such notice shall be in writing and given by letter mailed, or by personal delivery, to the Power Company at its office at Fourth and Main Streets, Cincinnati, Ohio, or to The Telephone Company at its office at 225 East Fourth Street, Cincinnati, Ohio, as the case may be. In case of emergency, a written notice may be waived by mutual agreement of responsible agents of both parties. However, in all cases, verbal notices must be confirmed by written notices.

ARTICLE THIRTEEN

MARKING OF POLES

Each party may suitably mark all jointly used poles for identification purposes.

SECTION II

CONDITIONS GOVERNING THE ESTABLISHMENT OF JOINT
USE [REDACTED]

ARTICLE ONE
PLACING, TRANSFERRING,
OR REARRANGING ATTACHMENTS

(a) Whenever either party desires to reserve space on any pole of the other, for any attachments requiring space thereon, not then specifically reserved hereunder for its use, it shall make written application therefor, specifying in such notice the location of the pole in question, and the number and kind of attachments which it desires to place thereon and the character of the circuits to be used. Within [REDACTED] [REDACTED] [REDACTED] after the receipt of such notice, the Owner shall notify the Applicant whether or not said pole is excluded from joint use. Upon receipt of notice from the Owner that said pole is not of those excluded, and after the completion of any transferring or rearranging which is then required in respect to attachments on said poles, including any necessary pole replacements, the Applicant shall have the right as Licensee hereunder to use said space for attachments and circuits of the character specified in said application in accordance with the terms of this agreement.

(b) Except as herein otherwise expressly provided, each party shall place, maintain, rearrange, transfer and remove its own attachments, (including any tree trimming or cutting incidental thereto) at its own expense and shall at all times perform such work promptly and in such a manner as not to interfere with the service of the other party.

ARTICLE TWO
ERECTING, REPLACING OR
RELOCATING POLES

(a) Whenever any jointly used pole, or any poles about to be so used under the provisions of this agreement, is insufficient in length or strength for the proposed immediate additional attachments to be made thereon, [REDACTED]

(b) Whenever it is necessary to change the location of a jointly used pole, by reason of any state, municipal or other governmental requirements, or the requirements of a property

owner, the Owner shall, before making such change in location, notify the Licensee, specifying the time of the relocation, and the Licensee shall, at the time so specified, transfer its attachments to the pole at the new location.

(c) Whenever either party hereto is about to erect new poles within the territory covered by this agreement, either as an additional pole line, as an extension of an existing pole line, or as the reconstruction of an existing pole line, it shall notify the other in writing [REDACTED] before beginning the work [REDACTED]

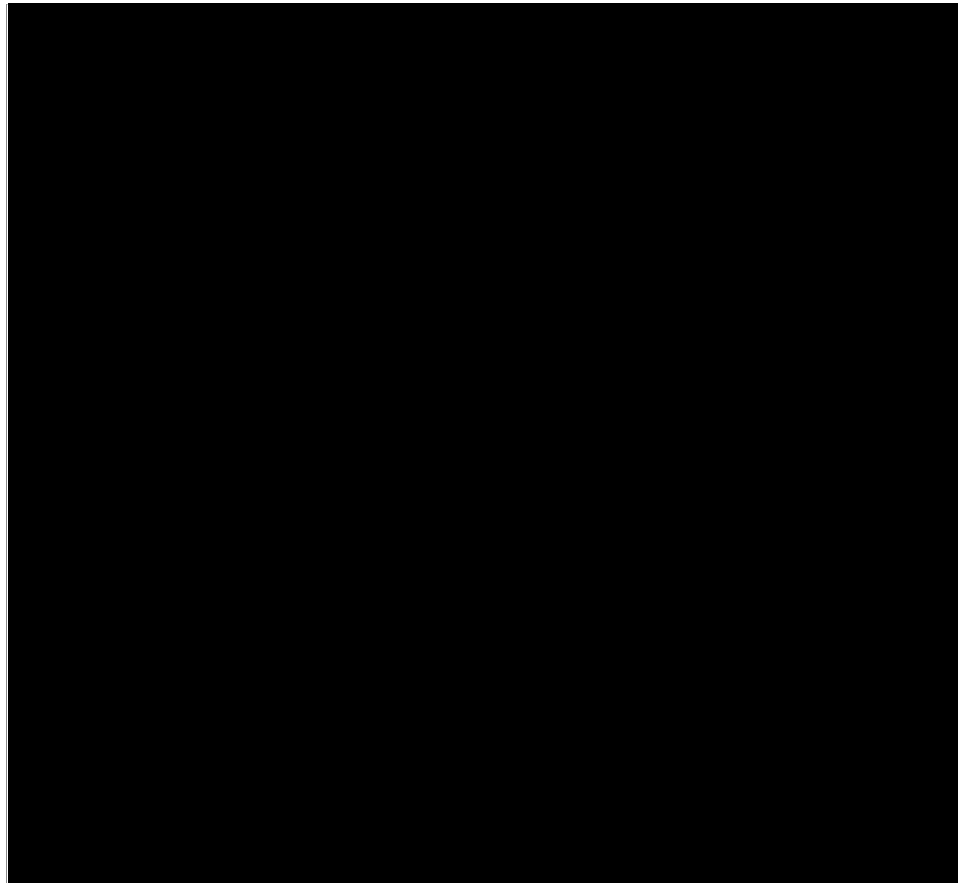
[REDACTED] and shall submit with such notice its plans showing the proposed location and character of the new poles and the character of the circuits it will use thereon. The other party shall [REDACTED] after the receipt of such notice, reply in writing to the party erecting the new poles, stating whether such other party does, or does not, desire space on the said poles, and if it does desire space thereon, the character of the circuits it desires to use, the size and number of wires or cables that will be erected and the amount of space it wishes to reserve. If such other party requests space on the new poles and if the character and number of circuits and attachments are such that the owner does not wish to exclude the poles from joint use, then poles suitable for the said joint use shall be erected in accordance with the provisions of paragraphs (d) and (e) of this Article.

(d) In any case where the parties hereto shall conclude arrangements for the joint use hereunder of any new poles to be erected, the ownership of such poles shall be determined by mutual agreement. to the end that [REDACTED]

[REDACTED] due regard being given to the desirability of avoiding mixing ownership in any given line. In the event of disagreement, as to ownership, [REDACTED]

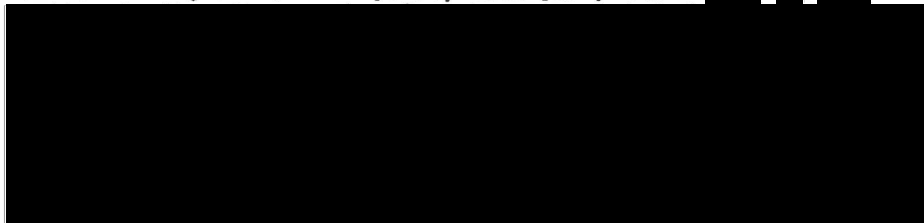
(e) The costs of erecting new joint poles coming under this agreement, either as new pole lines, as extensions of existing pole lines or to replace existing poles, shall be borne by the parties as follows:

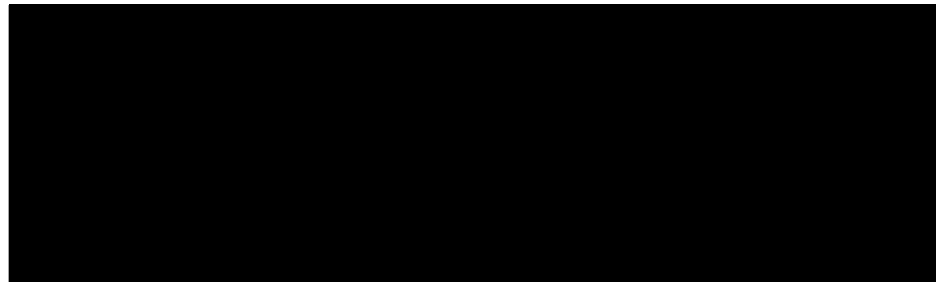
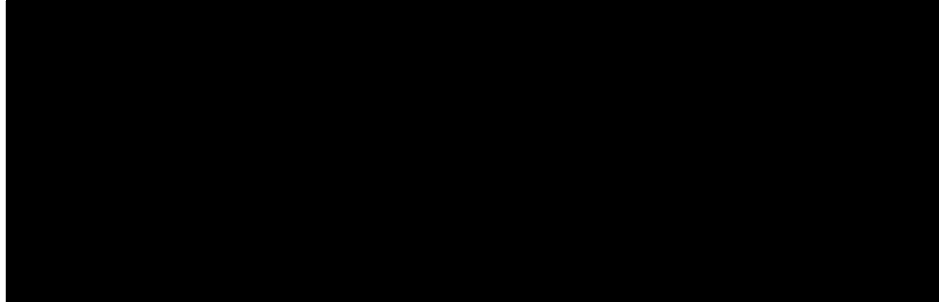
[REDACTED]



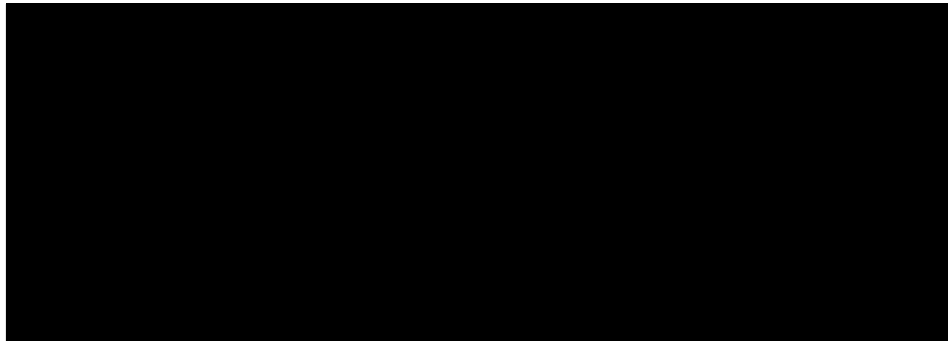
ARTICLE THREE
PROCEDURE WHEN CHARACTER
OF CIRCUITS IS CHANGED

When either party desires to change the character of its
circuits on jointly used poles, such party shall





ARTICLE FOUR
RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS




ARTICLE FIVE
MAINTENANCE OF POLES AND ATTACHMENTS

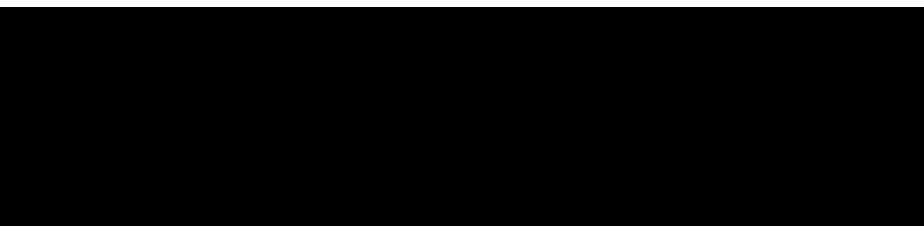
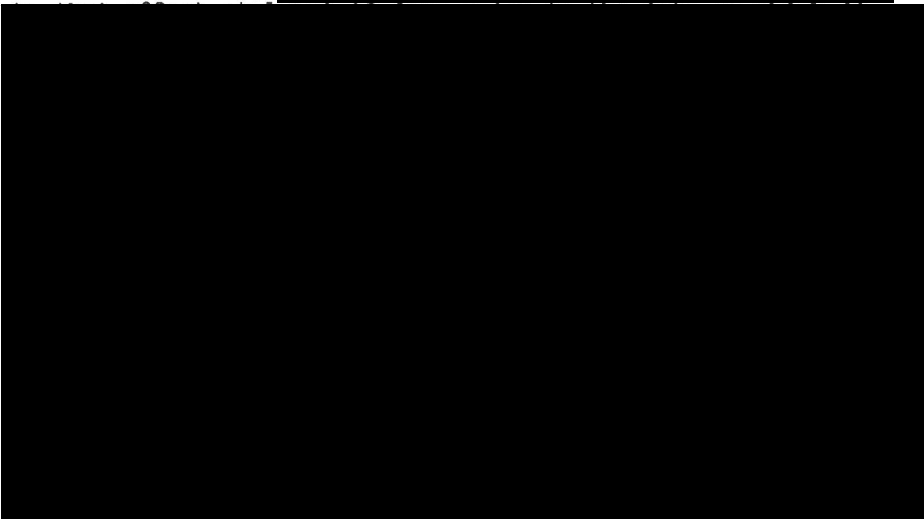
(a) The Owner shall, at its own expense, maintain its jointly used poles in a safe and serviceable condition, so as to adequately support the wires, cables, and appurtenances of both parties, and in accordance with the specifications and good practices and shall replace in accordance with

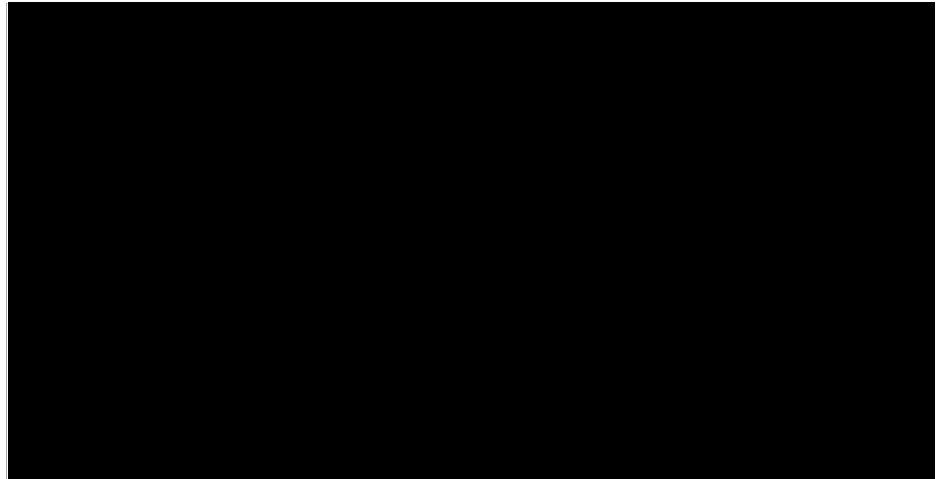
with this agreement, such of said poles as become defective. Each party shall, at its own expense, at all times keep all of its attachments in safe condition and thorough repair.

(b) Each party agrees that it will examine each jointly used pole before performing any work on its equipment on said pole, and if the pole is unsafe or unsound, and/or the equipment supported on said pole is not in accordance with the specifications, it will take proper steps to correct said unsafe and unsound condition, or notify the other party hereto of such condition if the said condition is caused by the other party.

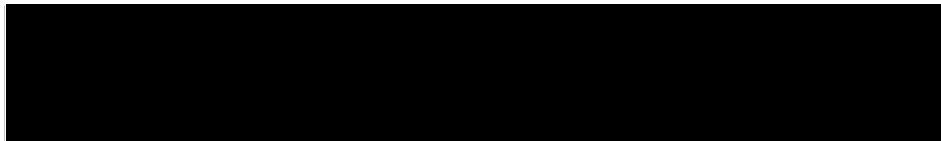
ARTICLE SIX
ABANDONMENT OF JOINTLY USED POLES

(a) If the Owner desires at any time to abandon any jointly used pole, 





ARTICLE EIGHT



ARTICLE NINE

Nothing contained in Section II of this agreement shall be construed so as to give either of the parties hereto any proprietary right or ownership in the poles, lines, conduits, or any property of the other party covered hereto; it is understood as an arrangement providing solely for a license to the respective parties to jointly use the instrumentalities of the other herein referred to, and to so use them only under the terms thereof.

SECTION III

CONDITIONS GOVERNING EXISTING JOINTLY OWNED
POLES, GUYS AND ANCHORSARTICLE ONE
DESCRIPTION

It is agreed that after the date of this agreement, [REDACTED]

[REDACTED] in accordance with Section II of this agreement. Therefore this Section (Section III) outlines only those conditions governing the maintenance and replacement of existing jointly owned poles, guys and anchors. [REDACTED]

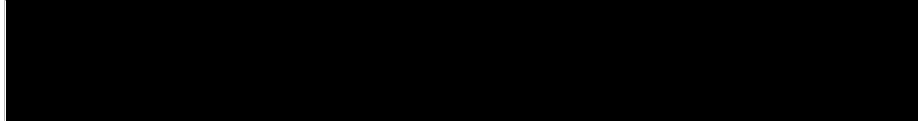
ARTICLE TWO
MAINTENANCE OF POLES

(a) One of the parties hereto shall act as custodian for each jointly owned pole and the custodianship of each such pole shall be determined by mutual agreement of the parties hereto. The custodian shall maintain all poles in its custody in safe and serviceable condition in accordance with the specifications. [REDACTED]

[REDACTED] The custodian shall replace such poles as become defective or are of insufficient size or strength for proposed immediate additional attachments and [REDACTED]

(b) Each party agrees that it will examine each jointly used pole before performing any work on its equipment on said pole, and if the pole is unsafe or unsound, and/or the equipment supported on said pole is not in accordance with the specifications, it will take proper steps to correct said unsafe and/or unsound condition, or notify the other party hereto of such condition if the said condition is caused by the other party.

(c) In any case where the purpose of but one of the parties hereto, or conditions created by it, require the replacement of any jointly owned pole in advance of the time replacement of the existing poles would be required in the course of proper maintenance, the party requiring such replacement [REDACTED]



ARTICLE THREE
RELOCATING POLES

(a) Whenever it is necessary to change the location of a jointly owned pole, by reason of any state, municipal or other governmental requirement, or the requirements of a property owner, the custodian shall, before making such change in location, give notice thereof in writing (except in cases of emergency when verbal notice will be given, and subsequently confirmed in writing) to the other party, specifying in such notice the time of such proposed relocation, and such other party shall, at the time so specified, transfer its attachments to the pole at the new location.

(b) When replacing a jointly owned pole carrying terminals of aerial cable, underground connections or transformers equipment, the new pole shall be set in the same hole which the replaced pole occupied, unless special conditions make it necessary to set it in a different location.

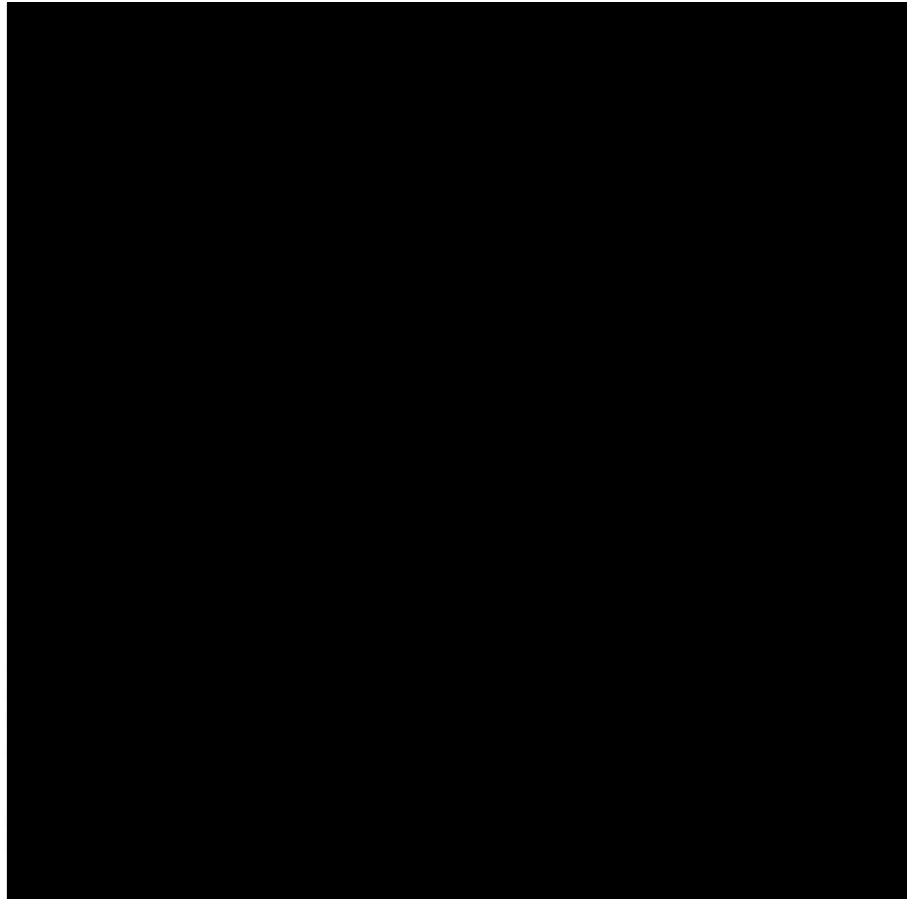
ARTICLE FOUR
PLACING, MAINTAINING, TRANSFERRING
OR REARRANGING ATTACHMENTS

Each party shall place, maintain, rearrange, transfer and remove its own attachments (including any tree trimming or cutting incidental thereto) at its own expense and shall at all times perform such work promptly and in such a manner as not to interfere with the service of the other party. Each party shall, at its own expense, at all times maintain all of its attachments in accordance with the specifications and keep them in safe condition and in thorough repair.

ARTICLE FIVE
PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

When either party desires to change the character of its circuits on jointly owned poles, such party shall give [REDACTED] notice to the other party of such contemplated change and in the event that the party agrees to joint use with such changed circuits, then the joint use of such poles shall be continued with such changes in construction as may be required to meet

the terms of the specifications for the character of circuits involved. In the event, however, that the other party fails from receipt of such notice to agree in writing to such change then both parties shall cooperate in accordance with the following plan:



ARTICLE SIX
TERMINATION OF THE JOINT OWNERSHIP AND
USE OF POLES

(a) If either party desires, at any time to abandon a jointly owned and used pole, it shall give the other party notice in writing to that effect, [REDACTED] to the date on which it intends to abandon the use and ownership of such pole. If the other party desires to continue its use and

ownership of such pole it shall, upon the removal of all the attachments of the party abandoning the pole, assume sole ownership of such pole, and shall thereafter save harmless the party abandoning the pole from all obligation, liability, damages, costs, expenses or charges incurred thereafter, and not growing out of anything theretofore occurring because of or arising out of the presence or condition of such pole or of any attachments thereon.

[REDACTED]

[REDACTED]

ARTICLE SEVEN
RELEASE OF TRUSTEES' LIEN

Each of the parties hereto covenants and agrees that if any of the property covered by this agreement has been mortgaged, transferred, pledged, or assigned to secure the payment of money, or as security for the performance of any other obligation, and said party transfers by Bill of Sale, or other wise, any ownership interest in said property to the other party, that it will secure from the mortgagee, transferee, pledgee, assignee, or any other person to whom said property has been conveyed, transferred and/or assigned, or in the event that said property has been conveyed, assigned, pledged, or otherwise transferred to a trustee for the use and benefit of any person, firm or corporation, then it will secure from said trustee, a release of any and all liens of any nature whatsoever on such property transferred, or to be transferred, and that it will deliver the same to the Grantee of said property, or any interest therein; each of the parties hereto covenants and agrees to deliver such release within six months from the date that it receives written request from the other party for such release.

ARTICLE EIGHT
PAYMENT OF BILLS

Each party hereto hereby agrees to pay [REDACTED]

[REDACTED]

after the receipt of the bills therefor.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the day and year first above written.

THE CINCINNATI GAS AND ELECTRIC COMPANY

ATTEST
H. T. Tonnies
(Signed) H. J. Blackwell President
(Signed) Polk Laffoon Secretary

THE UNION GAS AND ELECTRIC COMPANY

ATTEST
H. T. Tonnies
BY (Signed) H. J. Blackwell President
(Signed) Polk Laffoon Secretary

THE CINCINNATI AND SUBURBAN BELL TELEPHONE COMPANY

ATTEST
L. W. Gerkins
BY (Signed) B. T. McBurney President and General Manager
(Signed) D. W. Arnette Secretary

REVISED JOINT USE AGREEMENT
ADDMENDMENT 1962 ATTACHED

THIS AGREEMENT, made this 31st day of December, 1957, by and between The Cincinnati and Suburban Bell Telephone Company, hereinafter referred to as the "Telephone Company", and The Cincinnati Gas and Electric Company, hereinafter referred to as the "Power Company", each being a corporation organized and existing under the laws of the State of Ohio

WITNESSETH:

WHEREAS, under and pursuant to agreement made January 1, 1936, between The Power Company and The Telephone Company, the companies established joint use of their respective poles on a flat rental per pole basis; and

WHEREAS, it is desirable in all cases where joint use has been established and in all future cases, where joint use is agreed upon, for one party to use the other's pole upon a reciprocal [REDACTED] basis; and

WHEREAS, it is desirable to make changes in said agreement to convert existing jointly used plant to such reciprocal basis; and

WHEREAS, it is desirable to make other changes in said agreement to correct personnel changes in the negotiation clause, due to organizational changes in the companies of both parties and further to provide for the setting up of an Operating Routine to adapt the general principles of said agreement to a day-by-day jointly used pole operation and to interpret the intent of certain sections of said agreement; and

WHEREAS, it is desirable to continue in force and effect other provisions of said agreement of January 1, 1936, as to which no change is now contemplated.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

SECTION I

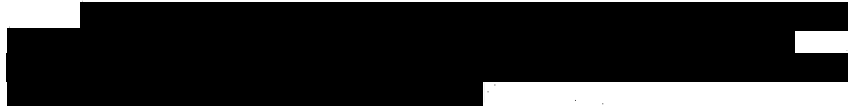
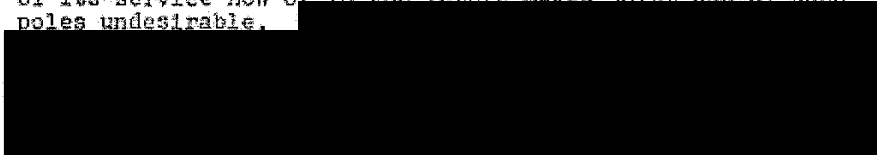
GENERAL

ARTICLE ONE

SCOPE AND EFFECT

(a) This agreement is effective January 1, 1957 and supersedes said agreement of January 1, 1936 and all provisions thereof except those relating to accounting and payment of rentals and charges for use of poles before January 1, 1957.

(b) This agreement shall be in effect in the following described territory, to wit: Hamilton, Clermont, Butler and Warren Counties, Ohio, and any adjoining counties into which the parties may extend their operations, and shall cover all poles of each of the parties now existing or hereafter erected in the above territory when said poles are brought hereunder in accordance with the procedure hereinafter provided. Each party reserves the right to exclude from joint use (1) poles which, in the Owner's judgment are necessary for its own sole use; and (2) poles which carry or are intended by the Owner to carry, circuits of such a character that in the Owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable.



ARTICLE TWO

EXPLANATION OF TERMS

For the purpose of this agreement, the following terms, when used herein, shall have the following meaning:

(a) "Clearance Attachment" is an attachment, usually at a crossing, placed by one party on the other party's poles primarily for the purpose of obtaining standard clearance for wires, cables, and suspension strands from other wires, guys, cables, suspension strands, transformers, etc. Such attachments shall be considered as "Clearance Attachments", as defined above, only when it would be unnecessary for the party making such attachments to place poles in lieu of the poles contacted by such "Clearance Attachments", if the Owner's plant did not exist at that point.

(b) "Reciprocal Attachment" is an attachment placed by one party on the other party's pole, under circumstances other than those previously described for the "Clearance Attachment".

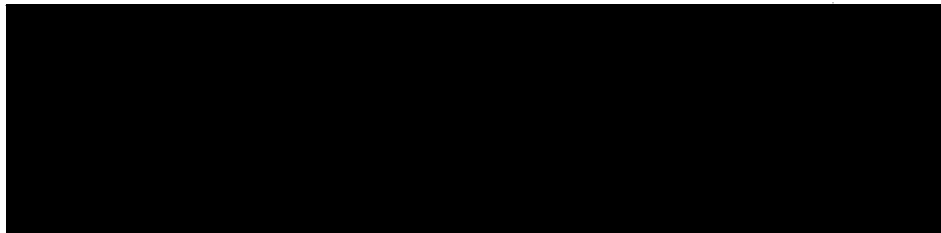
(c) "Power Attachment" shall be understood to be the attachment of any electric equipment, wires, cables and/or supports to a telephone pole.

(d) "Telephone Attachment" shall be understood to be the attachment of any telephone equipment, wires, cables and/or supports to a power pole.

(e) "Then Value In ^{64% Life} Place" means the value obtained by multiplying the reproduction cost of the pole or other item of plant by the per cent condition determined from field inspection.

(f) "Standard Joint Pole" is a 35' wood pole for rear property line construction and a 40' wood pole for street construction.

(g) "Standard Space" is the following described space on a joint pole.



The space assigned to each party is for its exclusive use, except in cases where the specifications permit certain attachments of one party to be located in or below the space assigned to the other party.

It is further agreed that the parties hereto shall cooperate in allocating the available space on new or existing poles in accordance with the requirements of each party in order to avoid the use of excess height of poles or the replacement of existing poles.

ARTICLE THREE

NEGOTIATIONS AND OPERATING ROUTINE

(a) The negotiations for the establishment and maintenance of jointly used lines shall be handled by the Chief Engineer of the Telephone Company and the Manager of the Electric Distribution Department of the Power Company or by their representatives. If the above named negotiators cannot agree in any particular case, the matter shall be referred to a Vice-President of each of the parties hereto.

(b) Since this agreement merely states definitions and general principles, an Operating Routine shall be jointly prepared by the parties hereto consisting of instructions for administering this agreement. The Operating Routine shall be approved by the Chief Engineer of the Telephone Company and the Manager of the Electric Distribution Department of the

Power Company. The Operating Routine shall be based on this agreement and shall give the detailed methods and procedures which will be followed in establishing, maintaining and discontinuing the joint use of poles. The Operating Routine may be changed at any time upon the approval of the Chief Engineer of the Telephone Company and the Manager of Electric Distribution Department of the Power Company, providing such changes do not conflict with the general principles of this agreement.

ARTICLE FOUR

SPECIFICATIONS

(a) The joint use of the poles covered by this agreement shall at all times be in conformity with the terms and provisions of Administrative Order No. 72, Public Utilities Commission of Ohio, except that such requirements, ordinances and lawful rulings of public authorities of any territory covered by this agreement, as are in excess of the specifications referred to above, shall govern as nearly as practical such joint use.

(b) The lowest permanent pole step on any jointly used pole shall be placed at a height of [REDACTED] from the ground. Between this point and the ground, a lag screw to accommodate a detachable pole step of a type agreeable to both parties may be placed at a height [REDACTED]

(c) Any existing joint use construction of the parties hereto which does not conform to the said specifications shall be brought into conformity therewith, as follows:

1. Both parties hereto shall exercise due diligence in bringing into conformity with the specifications referred to above, as the occasion may arise, any existing joint use construction.
2. When any of the existing joint use construction of either party is reconstructed, or any changes are made in the arrangement or characteristics of their circuits or attachments, the new or changed parts shall be brought into conformity with said specifications.

ARTICLE FIVE

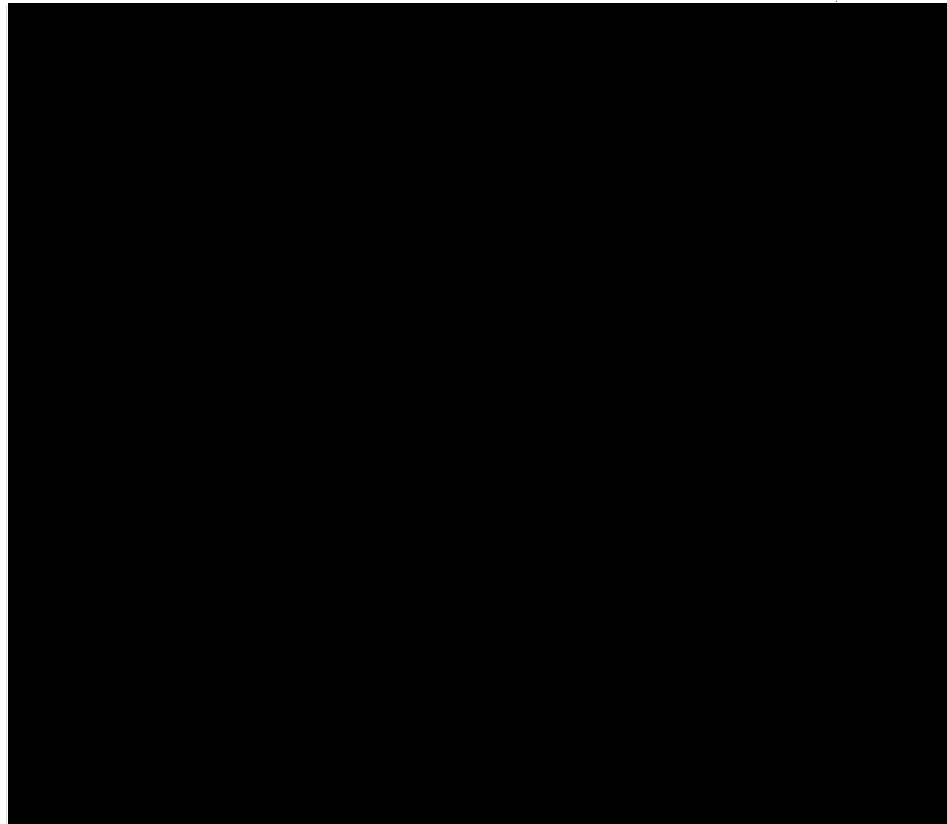
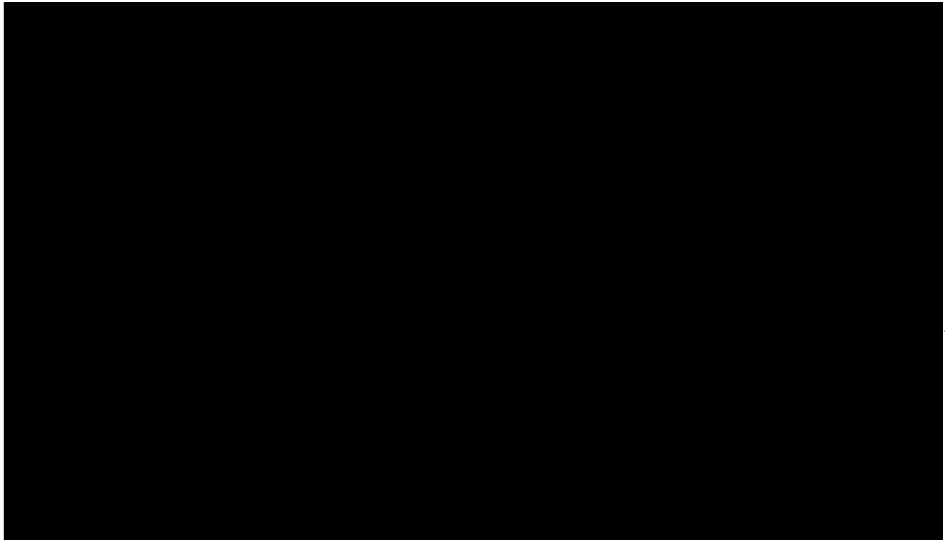
LIABILITY AND DAMAGES

Whenever any liability is incurred by either or both of the parties hereto for damages for injuries to the employees or for injury to the property of either party, or for injuries to other persons or their property, arising out of the joint use of poles under this agreement, or due to the proximity of

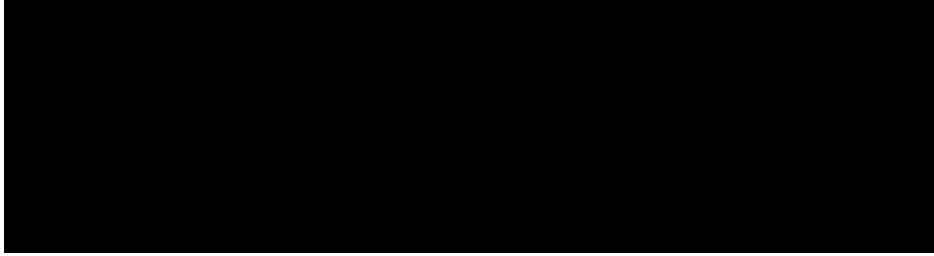
No. 4

Art. 5

the wires and fixtures of the parties hereto attached to the jointly used poles covered by this agreement, the liability for such damages, as between the parties hereto, shall be as follows:



Art. 5



ARTICLE SIX

ATTACHMENTS OF OTHER PARTIES

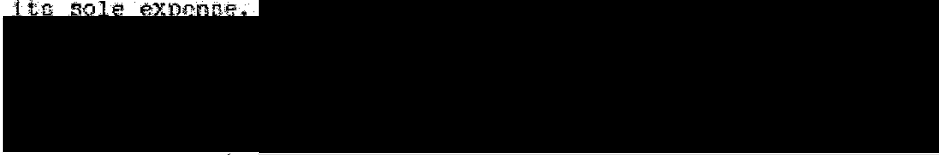
If either of the parties hereto has, prior to the execution of this agreement, conferred upon others, not parties to this agreement, by contract or otherwise, rights or privileges to use any poles covered by this agreement, nothing herein contained shall be construed as affecting said rights or privileges, and either party hereto shall have the right, by contract or otherwise, to continue and extend such existing rights or privileges; it being expressly understood, however, that for the purpose of this agreement, the attachments of any such outside party shall be treated as attachments belonging to the grantor, and the rights, obligations and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof. Where municipal regulations require either party to allow the use of its poles for fire alarm, police or other like signal systems such use shall be permitted under the terms of this article.

ARTICLE SEVEN

DEFAULTS

(a) If either party shall make default in any of its obligations under this contract and such default continue [REDACTED] after notice thereof in writing from the other party, all rights of the party in default hereunder shall be suspended, including its right to occupy jointly used poles, and if such default shall continue for a [REDACTED] after such suspension, the other party hereunder may forthwith terminate this agreement as far as concerns future granting of joint use.

(b) If either party shall make default in the performance of any work which it is obligated to do under this contract at its sole expense, [REDACTED]



ARTICLE EIGHT

TERM OF AGREEMENT

Subject to the provisions of Article Seven, this agreement may be terminated, so far as concerns further granting of joint use by either party, after January 1, 1958 upon one (1) year's notice in writing to the other party, provided, that if not so terminated it shall continue in full force thereafter until terminated by either party at any time upon one (1) year's notice in writing to the other party as aforesaid, and provided further that notwithstanding such termination, this agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination.

ARTICLE NINE

ASSIGNMENT OF RIGHTS

Except as otherwise provided in this agreement, neither party hereto shall assign or otherwise dispose of this agreement or any of its rights or interests hereunder, or in any of the jointly used poles, or the attachments or rights of way covered by this agreement, to any firm, corporation, or individual, without the written consent of the other party; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting business of the same general character as that of such party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage, or in case of such lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidated company, as the case may be, and provided further that subject to all of the terms and conditions of this agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased, and controlled by it, or associated or affiliated with it in interest, or connecting with it, the use of all or any part of the rights reserved hereunder or any pole covered by this agreement for the attachments used by such party, in the conduct of its said business; and for the purpose of this agreement all such attachments maintained on any such pole by the permission as aforesaid of either party hereto shall be considered as the attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this agreement in respect to such attachments, shall be the same as if it were the actual owner thereof.

ARTICLE TEN

WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE ELEVEN

EXISTING CONTRACTS

This agreement supersedes all existing agreements between the parties hereto for the joint use of poles within the territory covered by this agreement which are, by mutual consent, hereby abrogated and annulled.

ARTICLE TWELVE

SERVICES OF NOTICES

Wherever in this agreement notice is provided to be given by either party hereto to the other, such notice shall be in writing and given by letter mailed, or by personal delivery, to the Power Company at its office at Fourth and Main Streets, Cincinnati, Ohio, or to The Telephone Company at its office at 225 East Fourth Street, Cincinnati, Ohio, as the case may be. In case of emergency, a written notice may be waived by mutual agreement of responsible agents of both parties. However, in all cases, verbal notices must be confirmed by written notices.

ARTICLE THIRTEEN

MARKING OF POLES

Each party may suitably mark all jointly used poles for identification purposes.

SECTION II

**CONDITIONS GOVERNING THE ESTABLISHMENT OF JOINT
USE ON A RECIPROCAL OR BENT FIBER BASIS**

ARTICLE ONE

PLACING, TRANSFERRING, OR REARRANGING ATTACHMENTS

(a) Whenever either party desires to reserve space on any pole of the other, for any attachments requiring space thereon, not then specifically reserved hereunder for its use, it shall make written application therefor, specifying in such notice the location of the pole in question, and the number and kind of attachments which it desires to place thereon and the character of the circuits to be used. Within [REDACTED] after the receipt of such notice, the Owner shall notify the Applicant whether or not said pole is excluded from joint use. Upon receipt of notice from the Owner that said pole is not of those excluded, and after the completion of any transferring or rearranging which is then required in respect to attachments on said poles, including any necessary pole replacements, the Applicant shall have the right as Licensee hereunder to use said space for attachments and circuits of the character specified in said application in accordance with the terms of this agreement.

(b) Except as herein otherwise expressly provided, each party shall place, maintain, rearrange, transfer and remove its own attachments, [REDACTED] at its own expense and shall at all times perform such work promptly and in such a manner as not to interfere with the service of the other party.

ARTICLE TWO

ERECTING, REPLACING OR RELOCATING POLES

(a) Whenever any jointly used pole, or any poles about to be so used under the provisions of this agreement, is insufficient in length or strength for the proposed immediate additional attachments to be made thereon, the Owner shall promptly replace such pole with a new pole of the necessary length and strength, and make such other changes in the existing pole line in which such pole is included, as the conditions may then require. The cost of such replacement or changes shall be borne as hereinafter provided in this article.

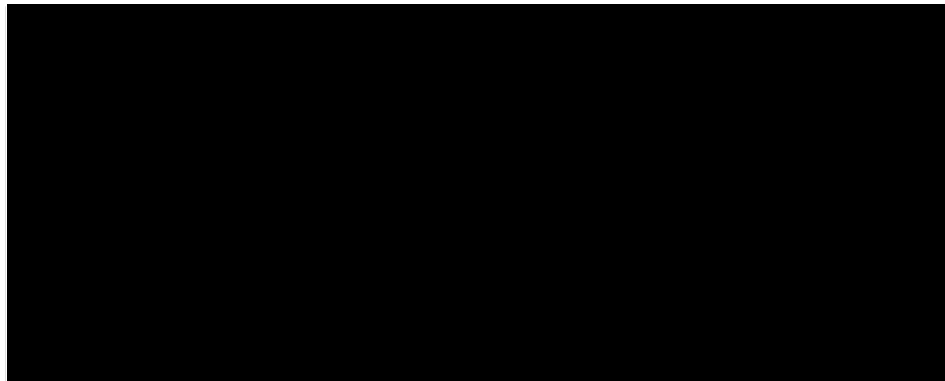
(b) Whenever it is necessary to change the location of a jointly used pole, by reason of any state, municipal or other governmental requirements, or the requirements of a property owner, the Owner shall, before making such change in location, notify the Licensee, specifying the time of the relocation, and the Licensee shall, at the time so specified, transfer its attachments to the pole at the new location.

Art. 2

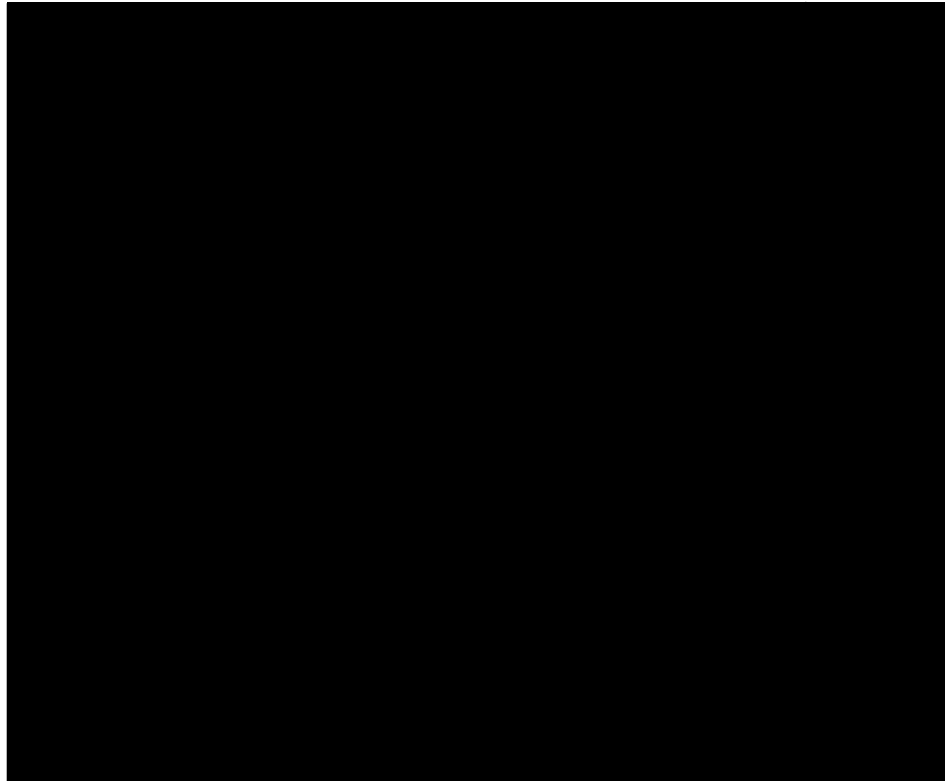
(c) Whenever either party hereto is about to erect new poles within the territory covered by this agreement, either as an additional pole line, as an extension of an existing pole line, or as the reconstruction of an existing pole line, it shall notify the other in writing [REDACTED] before beginning the work (shorter notice, including verbal notice subsequently confirmed in writing may be given in cases of emergency) and shall submit with such notice its plans showing the proposed location and character of the new poles and the character of the circuits it will use thereon. The other party shall [REDACTED] after the receipt of such notice, reply in writing to the party erecting the new poles, stating whether such other party does, or does not, desire space on the said poles, and if it does desire space thereon, the character of the circuits it desires to use, the size and number of wires or cables that will be erected and the amount of space it wishes to reserve. If such other party requests space on the new poles and if the character and number of circuits and attachments are such that the owner does not wish to exclude the poles from joint use, then poles suitable for the said joint use shall be erected in accordance with the provisions of paragraphs (d) and (e) of this article.



(e) The costs of erecting new joint poles coming under this agreement, either as new pole lines, as extensions of existing pole lines or to replace existing poles, shall be borne by the parties as follows:



No. 10



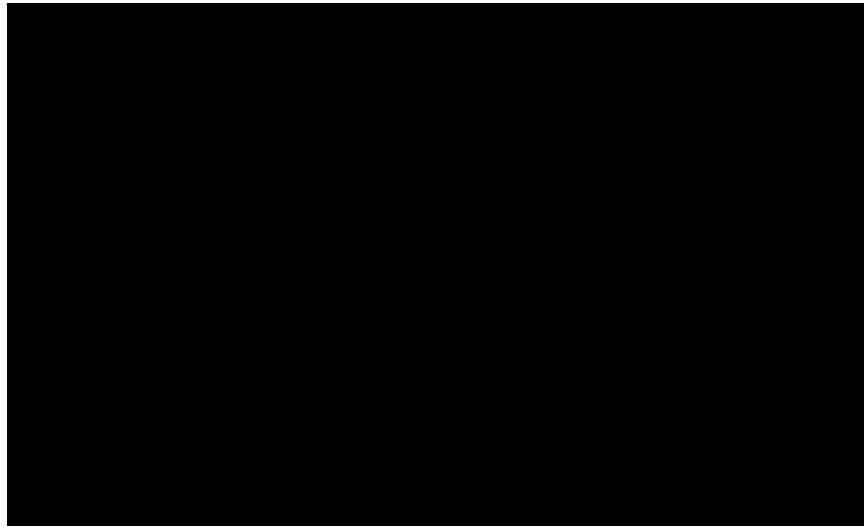
ARTICLE THREE

PROCEDURE WHEN CHARACTER OF CIRCUITS
IS CHANGED

When either party desires to change the character of its circuits on jointly used poles, such party shall give [REDACTED] to the other party of such contemplated change and in the event that the party agrees to joint use with such changed circuits, then the joint use of such poles shall be continued with such changes in construction as may be required to meet the terms of the specifications for the character of circuits involved. In event, however, that the other party fails [REDACTED] from receipt of such notice to agree in writing to such change then both parties shall cooperate in accordance with the following plan:

(a) The parties hereto shall determine the most practical and economical method of effectively providing for separate lines and the party whose circuits are to be moved shall promptly carry out the necessary work.

No. 11



ARTICLE FOUR

RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

No guarantee is given by the Owner of permission from property owners, municipalities or others for the use of its poles by the Licensee, and if objection is made thereto and the Licensee is unable to satisfactorily adjust the matter within a reasonable time, the Owner may at any time upon written notice to the Licensee, require the Licensee to remove its attachments from the poles involved, and the Licensee shall, after receipt of said notice, remove its attachments from such poles at its sole expense. However, the parties hereto agree that the party securing right-of-way for a pole line on private property, for which arrangements have been made for joint use, shall obtain the said right-of-way for said pole line in the name of both parties.

ARTICLE FIVE

MAINTENANCE OF POLES AND ATTACHMENTS

(a) The Owner shall, at its own expense, maintain its jointly used poles in a safe and serviceable condition, so as to adequately support the wires, cables and appurtenances of both parties, and in accordance with the specifications and good practices and shall replace in accordance with this agreement, such of said poles as become defective. Each party shall, at its own expense, at all times keep all of its attachments in safe condition and thorough repair.

(b) Each party agrees that it will examine each jointly used pole before performing any work on its attachment on said pole, and if the pole is unsafe or unsound, and/or the equipment supported on said pole is not in accordance with the

specifications, it will take proper steps to correct said un-safe and unsound condition, or notify the other party hereto of such condition if the said condition is caused by the other party.

ARTICLE SIX

ABANDONMENT OF JOINTLY USED POLES

(a) If the Owner desires at any time to abandon any jointly used pole, it shall give the Licensee notice in writing to that effect at least [REDACTED] prior to the date on which it intends to abandon such pole.

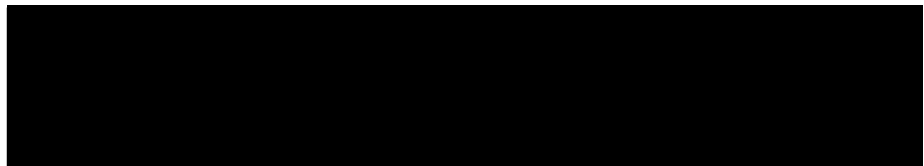
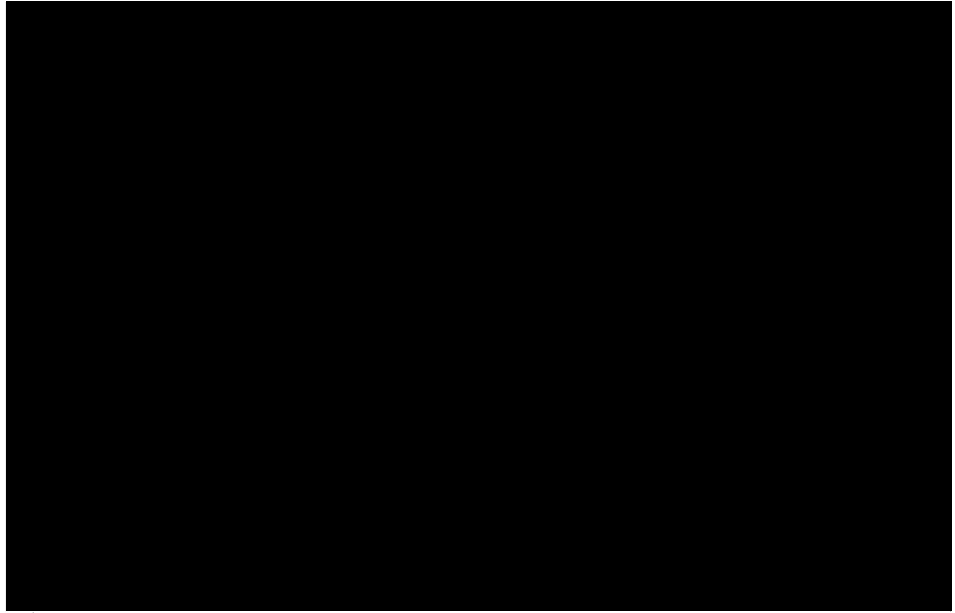
[REDACTED]

(b) The Licensee may at any time abandon the use of a joint pole by giving due notice thereof in writing to the Owner and by removing therefrom any and all attachments it may have thereon.

ARTICLE SEVEN

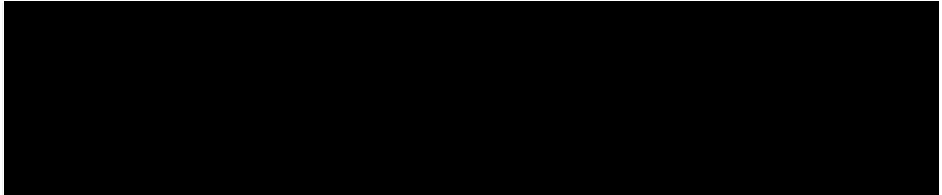
MAINTENANCE OF [REDACTED]

[REDACTED]



ARTICLE EIGHT

PERIODICAL ADJUSTMENTS OF RATIO, ETC.



ARTICLE NINE

Nothing contained in Section II of this agreement shall be construed so as to give either of the parties hereto any proprietary right or ownership in the poles, lines, conduits, or any property of the other party covered hereto; it is understood as an arrangement providing solely for a license to the respective parties to jointly use the instrumentalities of the other herein referred to, and to so use them only under the terms thereof.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers duly authorized, on the day and year first above written.

THE CINCINNATI AND SUBURBAN BELL TELEPHONE COMPANY

By H.P. Johnston

ATTEST

[Signature]
Secretary

THE CINCINNATI GAS & ELECTRIC COMPANY

By S.W. Howard
Vice President

ATTEST

[Signature]
Secretary

Approved
As to form
LEGAL DEPT.
By [Signature]
Date 3-11-17

No. 15

prev

pg1-CBT 1962 Amendment.JPG

next

AMENDMENT TO REVISED JOINT USE AGREEMENT

THIS AGREEMENT, made this 25th day of June, 1962, by and between The Cincinnati and Suburban Bell Telephone Company, hereinafter called the "Telephone Company", and The Cincinnati Gas & Electric Company, hereinafter called the "Power Company", corporations under the laws of Ohio,

WITNESSETH:

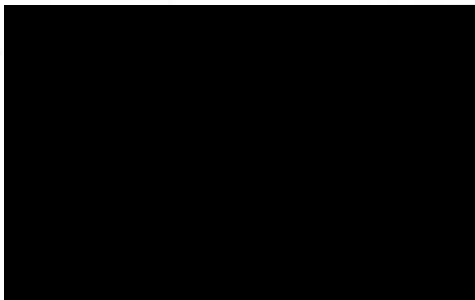
WHEREAS, the Telephone Company and the Power Company executed a Revised Joint Use Agreement dated December 31, 1957, to establish joint use of their respective poles on a reciprocal or rent-free basis; and

WHEREAS, the parties now desire to make changes in said Agreement of December 31, 1957, to authorize [REDACTED] on jointly used poles and to provide for [REDACTED] incidental to the establishment of joint use of poles; and

WHEREAS, it is desirable to continue in force and effect other provisions of said Agreement of December 31, 1957, as to which no change is now contemplated;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby amend the Revised Joint Use Agreement of December 31, 1957, as follows:

- 1.
- 2.
- 3.
- 4.



DocuSign
FILE
No. 15512

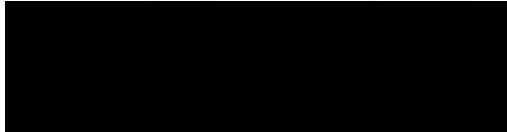
Thumbnails

prev

pg2-CBT 1962 Amendment.JPG

next

- 2 -



All other provisions of the Revised Joint Use Agreement dated December 31, 1957, are herewith ratified and continued in full force and effect without change thereto.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the Revised Joint Use Agreement dated December 31, 1957, to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the day and year first above written.

THE CINCINNATI AND SUBURBAN
BELL TELEPHONE COMPANY

By HP Johnston
Vice President

ATTEST:

[Signature]
Secretary

THE CINCINNATI GAS & ELECTRIC COMPANY

By S. M. H. [Signature]
Vice President

ATTEST:

[Signature]
Secretary

Approved
As to Form
LEGAL OFFICER
By [Signature]
Date 1/17/62

Thumbnails

Revised 11-27-84

REVISED
OPERATING ROUTINE

INSTRUCTIONS FOR ADMINISTERING
THE REVISED JOINT USE AGREEMENT, DATED DECEMBER 31, 1957
BETWEEN
THE UNION LIGHT, HEAT AND POWER COMPANY
AND
CINCINNATI BELL TELEPHONE

O. GENERAL

0.10 Purpose and Intent of Operating Routine

0.101 The purpose and intent of the Operating Routine is to enable field personnel to adapt the principles of the Revised Joint Use Agreement to day-by-day joint use pole operations.

0.20 Effective Dates

0.201 This Operating Routine shall become effective on the date of its approval by the Manager-Electric Distribution Engineering, The Cincinnati Gas & Electric Co. (hereinafter referred to as the Electric Co.) and the Director-Distribution Services, Cincinnati Bell Telephone (hereinafter referred to as the Telephone Co.).

0.30 Points of Contacts

0.301 Points of contact and those responsible for the exchange of all information, drawings, work requests, summaries, and bills are:

The Union Light, Heat &
Power Co.

Cincinnati Bell Telephone
Distribution Services

Manager, Electric Distribution
Engineering

District Manager - Staff
District Manager - Southern

Maps showing the territorial boundaries over which the contact persons have jurisdiction will be furnished by each company to the other.

0.302 If:

- a. any matters arise which cannot be mutually agreed on by field personnel or company contact personnel.
- b. specific interpretation of a section of the Joint Use Agreement is desired.
- c. a revision of the Operating Routine or Joint Use Agreement is desired.

referral should be made to the personnel designated in paragraph 0.201.

-2-

0.40 Revision of Operating Routine

0.401 These instructions may be revised in whole or in part at any time by mutual agreement between the two companies. Any supplement will be labeled as such and attached to the Operating Routine. All supplements and revisions must be approved by the personnel designated in Paragraph 0.201 and conform to Section I, Article Four of the Revised Joint Use Agreement.

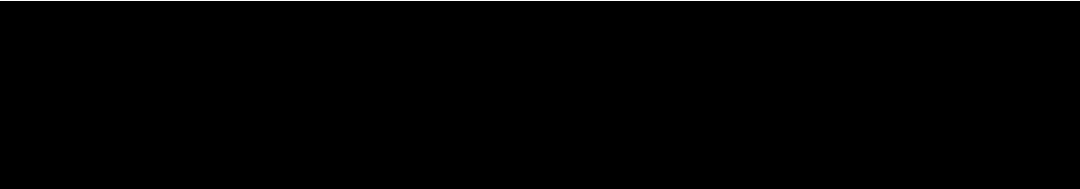
0.50 Dealing With the Public

0.501 In dealing with the public, the representatives of each company shall be careful not to make any statements that may create an embarrassing situation for the other company.

1. EXPLANATION OF TERMS

1.10 Standard Jointly-Used Poles

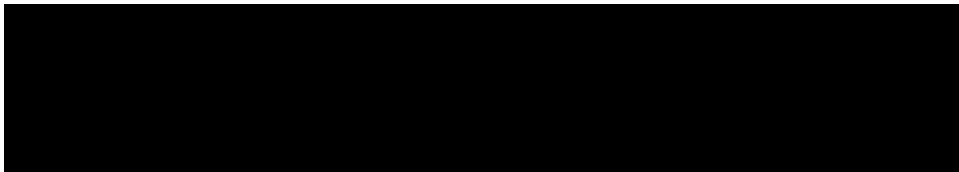
1.101 Standard jointly used wood poles and their use are:



NOTE: Both companies may agree to shorter or lighter class poles if the design meets the requirements outlined in Paragraph 4.101 of this Operating Routine.

1.20 Standard Space

1.201 Space authorization on a standard jointly used pole starting at the top and proceeding downward is:



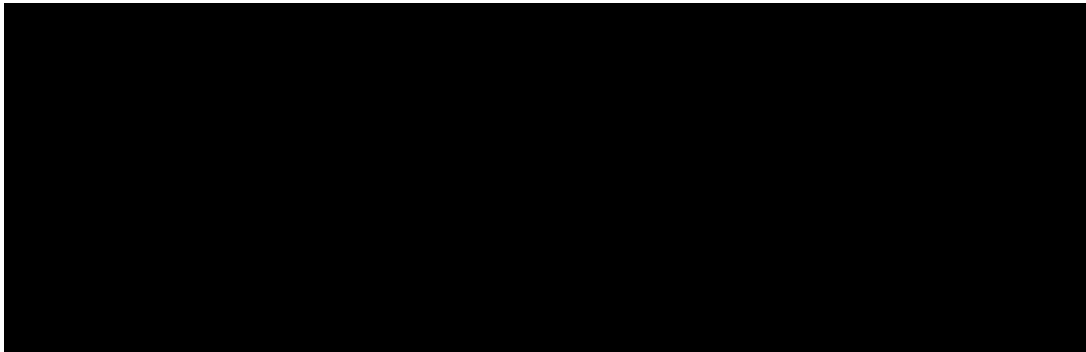
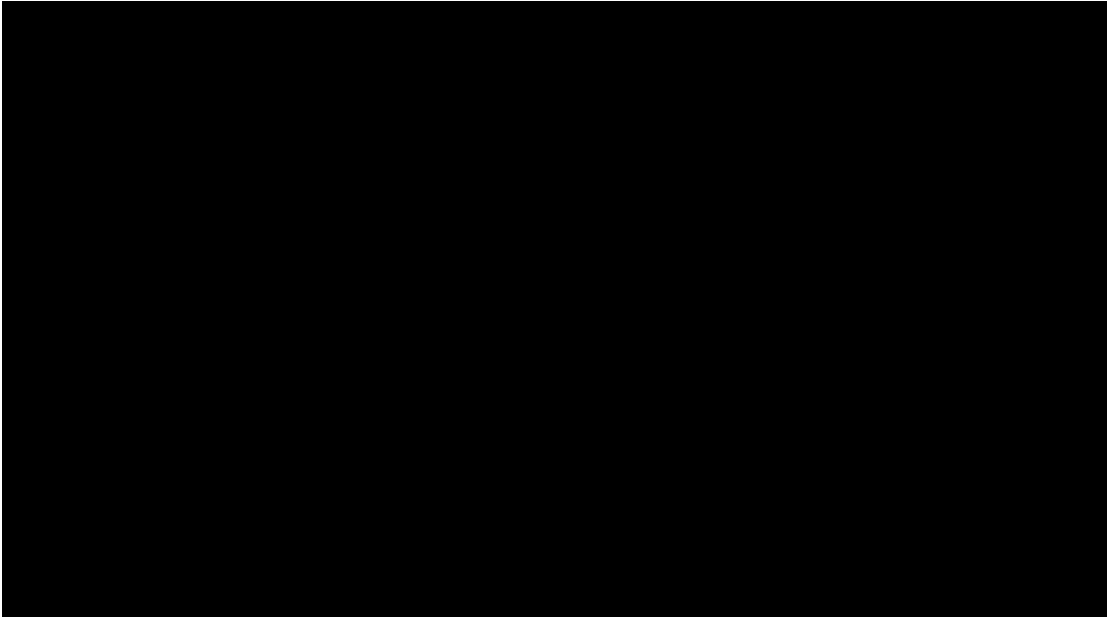
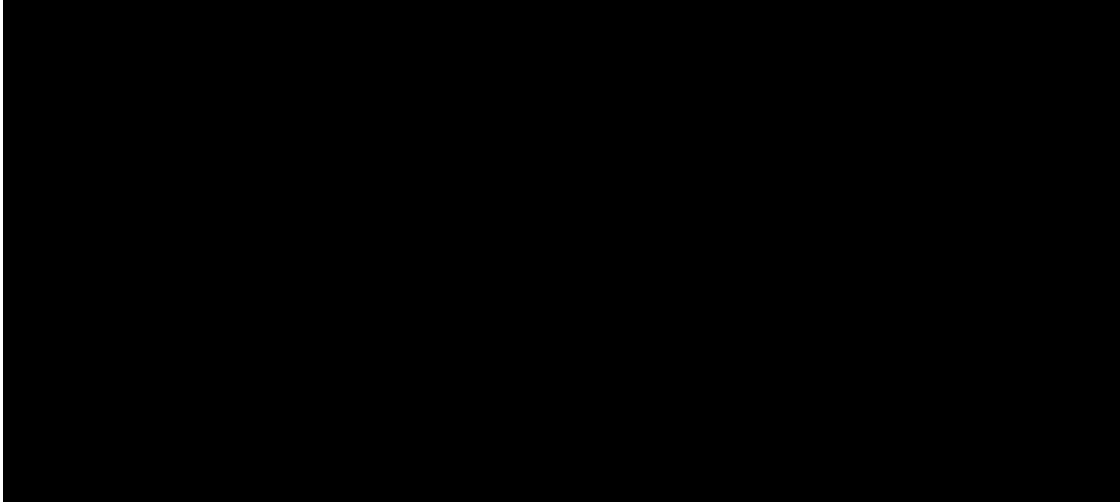
1.202 Neither company may use any space not specifically authorized without the prior approval of the owner.

1.30 Excess Height and Strength

1.301 Excess height and strength refers to height and class over and above the standard as outlined in Paragraph

1.10. Exception: Paragraph 1.307

-3-



-4-

1.308 The Licensee shall be billed for [REDACTED]

- a. [REDACTED]
- b. [REDACTED]
- c. [REDACTED]

1.309 Any space required for attachments of third parties, except those provided for in Paragraph 1.308C shall be:

- a. provided at the expense of the third party
- b. licensed by the owner of the pole line
- c. be in accordance with the Specifications of Section I, Articles Four and Nine of the Agreement and Paragraph 4.101 of this Operating Routine

Exceptions:

- a. [REDACTED]
- b. [REDACTED]

1.310 The cost of excess height and/or strength for third party attachments shall be determined from Schedule A.

1.311 [REDACTED]

1.40 Sacrificed Life

1.401 [REDACTED]

-5-

1.402

1.403

1.404 No Salvage Value will be allowed on:

- a.
- b.
- c.
- d.

- e.
- f.
- g.
- h.

1.405

1.50 Service Drop

1.501 "Service Drop" is the last span of service extending from a pole to the subscriber's dwelling or place of business and consists of:

Electric Co.

Telephone Co.

2. NON-RECIPROCAL & MISCELLANEOUS ATTACHMENTS

2.10 Clearance Attachments

2.101 Clearance attachments are attachments placed by one party on the other party's poles for the purpose of obtaining standard clearance between the facilities of the two companies.

-6-

2.102 Such attachments shall be considered as clearance attachments only when:

- a. it is unnecessary to place poles for these attachments because the owner's plant exists at those locations
- b. conditions exist as outlined in Paragraph 2.20

2.20 Establishing Clearance Attachments

2.201 A clearance attachment may be made to the other party's pole, either directly or through the use of extension fixtures, if one or both of the following conditions exist:

- a. [REDACTED]
- b. [REDACTED]

Service Drops may be extended over level ground without the need of a lift pole the following distances:

Electric Co.

Telephone Co.

[REDACTED]

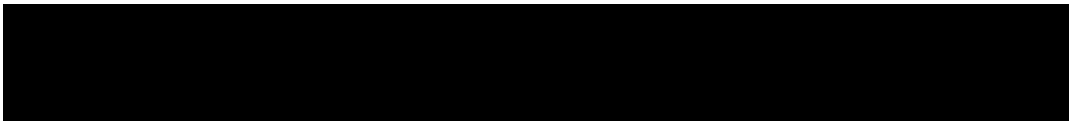
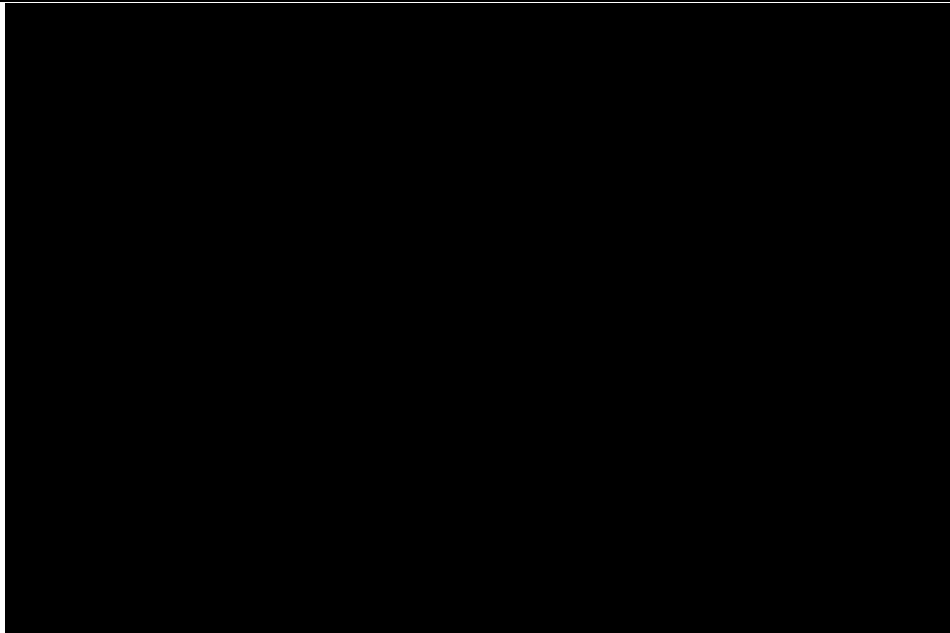
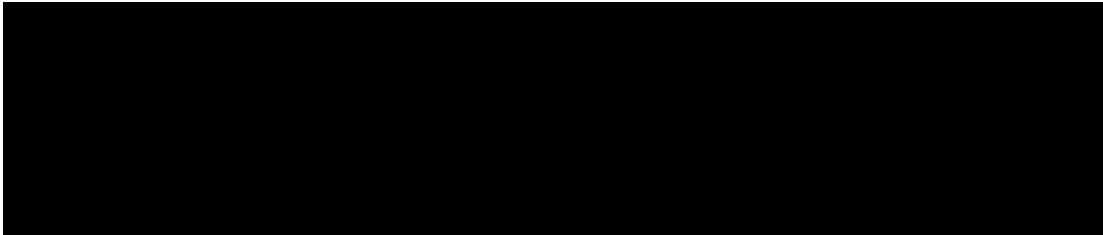
2.202 [REDACTED]


2.203 [REDACTED]

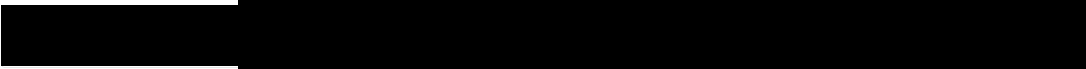
2.204 During the construction of a new pole line or rearrangement of an existing non-joint pole line, the owner shall place poles of sufficient height to permit clearance attachments, as defined in Paragraph 2.201, in order to avoid conflicts with existing facilities.

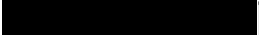
[REDACTED]

-7-



In the case of an electric transmission line or 20/34.5KV distribution line, all poles must be placed and owned by the Electric Co. 



2.206 It is expressly understood that Electric Co. service drops  shall not be carried under telephone conductors without permission having first been obtained in each specific case.

2.30 Guy Attachments, Anchors, Keys

2.301 Guy attachments shall be considered as:

- a. reciprocal attachments where separate lines exist
- b. clearance attachments on a joint line

-8-

2.302 Each party shall erect and maintain its own guys.

2.303

[REDACTED]

2.304

[REDACTED]

However,

[REDACTED]

- a.
- b.
- c.

[REDACTED]

[REDACTED]

2.305 Pole Keys (ground bracing) shall be placed by the owner of the pole.

[REDACTED]

3. SCOPE OF OPERATING ROUTINE

3.10 Owner to be Sole Judge of its Own Requirements

3.101 Each company shall be the sole judge as to:

- a. the character of its circuits to meet its own service requirements
- b. whether or not service requirements can be properly met by the joint use of poles

-9-

- 3.102 Each company reserves the right of excluding from joint use, poles which in the owners judgement:
- a. are necessary for its own sole use
 - b. carry or will carry circuits tha make joint use of poles undesirable for the proper rendering of its service, due consideration being given to access of both companies to serve thier customer.

3.103 When the provision of service to a subscriber requires the installation of facilities that prohibit joint use of poles, plans should be discussed with the other company prior to submission to the customer to accessibility of both parties to the customer premises. Examples:

a.

b.

4. SPECIFICATIONS

4.10 General

4.101 The joint use of the poles covered by this agreement shall at all times be in conformity with the terms and provisions of the current issue of The National Electric Safety Code in addition to requirements, ordinances and lawful rulings of public authorities of any territory covered by this agreement.

4.20 Exceptions

4.201 Permanent metal steps shall not be placed or maintained on any jointly used pole closer than 8' 8" to the ground or other readily accessible place. However, approved detachable pole steps may be used in this space. Existing stepped poles not meeting this height requirement should be re-stepped only when work is performed at that pole location.

4.202 The Telephone Co. should maintain [REDACTED] on all joint use poles. All new and replacement telephone Co. cables, [REDACTED] will be placed on the road side of the pole line. Where pole replacement is complicated by the existence of cables on both sides, the companies will work jointly to facilitate pole replacement.

4.30 Span Lengths on New Construction

4.301 Except where mutually agreed, pole lines to be used jointly will be designed so as not to exceed the following maximum span lengths:

a. In subdivisions, either rear lot or street construction where layouts result in:

- 1. [REDACTED]
- 2. [REDACTED]

b. Roads extending through industrial or undeveloped lands - [REDACTED]

c. Private roads or private property - [REDACTED]

NOTE:

[REDACTED]

5. EXCHANGE INFORMATION

5.10 Advance Notice

5.101 Each company shall give advance notice to the other company of all proposed work involving:

- a. new pole line construction
- b. replacement or relocation of existing joint or non-joint poles
- c. removal of existing joint poles
- d. major additions or rearrangements of attachments
- e. changes in character of circuits or any other information affecting the joint use of poles

and's follow schedule

5.102 Notification shall be made [REDACTED] prior to construction to permit the other company to make necessary field inspections and discuss any suggested changes.

5.103 Preliminary notifications may be used to determine if the other company is interested in any proposed work. Preliminary notification should:

- a. consist of three (3) copies of drawings showing proposed work but need not be completely detailed
- b. show a pole number of the other company for orientation
- c. state the reason for the job (i.e., road improvement, voltage conversion, etc.)

-11-

- d. be stamped with the "Notification" stamp in order that the recipient company may indicate whether or not it is interested in the proposed work

One acknowledged copy of the "preliminary" should be returned to the originating company within [REDACTED].

If the recipient company indicates it is not interested, no further action is required on the part of the originating company, however, if interest is indicated then appropriate drawings accompanied by a work request form (See Section 6.10), if necessary, should be resubmitted to the recipient company for approval.

The recipient company shall insure that the revised plans fulfill its requirements, pre-assign pole numbers if space was reserved, and return one copy to the originating company. If the work proposed does not fulfill the recipient's requirements, then by joint field check or other means, necessary rearrangements should be made to provide facilities suitable for both companies. When the proposed joint use poles are set, they shall be added to the Reciprocal Pole Schedule by the owning company.

5.104 To minimize possibility of damage to Telephone Co. underground plant, one copy of each drawing which covers digging operations by the Electric Co shall be marked in red "For Staking Only" and forwarded to the Conduit Records Supervisor Room 102-274, 201 East Fourth Street through intercompany mail.

The drawing will then be stamped in red with either:

- a. no Telephone Co. underground
- b. Telephone Co. underground involved - see attached print

and return to Staking Clerk, Electric Co., Room 549A, 4th & Main Annex. The attached print will indicate the location of whatever Telephone Co. underground plant exists in the area according to current records. When digging is to take place near Telephone Co. underground facilities, Telephone Co. field inspectors may be called to electronically locate the underground plant.

Likewise, Telephone Co. personnel involved with digging operations should call 397-4664 to check for Electric Co. underground plant. Electric Co. field inspectors are also available to electronically locate their underground facilities.

-12-

5.20 Indication of the Other Company's Work Order Numbers

5.201 When preparing the detailed work print, the originating engineer should indicate the other company's corresponding work order number and/or drawing number, if available.

5.202 If information on proposed Electric Co. work such as:

- a. start and/or completion dates
- b. staking dates
- c. pole setting dates
- d. transfer completion dates

is necessary to expedite a Telephone Co. work order, the request for notification should be placed prominently on the work request item. Upon receipt, the Electric Co. will transcribe the request to their original construction drawing.

However, if a Telephone Co. work order must be issued and:

- a. notification information is still required
- b. no item is involved

the district engineering office will mark in red on the Electric Co. drawing, call XXX-XXXX and the information desired. The Electric Co. upon receipt, will post these instructions on the original drawing.

When the Electric Co. Construction office makes the requested phone call, they will give the answering party:

- a. the Electric Co. drawing number
- b. location of the pole
- c. whatever information was requested

5.30 Pole Schedules

5.301 The owner of an existing or proposed pole which is either brought into or removed from reciprocal joint use, in accordance with the Revised Joint Use Agreement, is responsible for adding that pole to or cancelling it from the Revised Joint Use Pole Schedules on completion of all physical work pertaining to that pole.

5.302 When one company submits a drawing to the other company showing placing poles for subscriber service on private property, the recipient company has [REDACTED] to:

- a. reserve space and pre-assign pole numbers
- b. not reserve space

-13-

5.303 IBM cards are to be punched and exchanged monthly between companies confirming poles added to the Joint Use Pole Schedule. Twice a year, March 1 and September 1, each company shall submit to the other:

- a. one copy of each card
- b. a tabulation for poles, the owner proposes to add and/or cancel from the "Schedule" for the previous six month period. This tabulation shall be checked and any discrepancies corrected.

5.304 A statement summarizing the tabulation shall be approved by the personnel outlined in Paragraph 0.201 of the Operating Routine, or by their representatives. These statements shall be used as the basis for determining the number of poles used on a reciprocal basis in accordance with the Revised Joint Use Agreement.

6. FORMS - PREPARATION AND USE

6.10 Work Request

6.101 "Telephone Co. Requests for Electric Co. Action" and "Electric Co. Requests for Telephone Co. Action", referred to as "Work Requests" or "Items", shall be used by each company to initiate a request for work to be performed by the other company.

6.102 Work requests originated by the Electric Co. shall be prepared in triplicate. The original, on yellow paper, is retained by the Electric Co. while the two copies, on pink paper, and forwarded, along with any drawings, to the Telephone Co.

Billing authorization numbers will be marked on the original work request and verbally called to the Telephone Co., when the Electric Co. work order is issued or approved for construction.

In those cases where authorization is required for billing to be paid by the Telephone Co., one (1) additional yellow copy of the Work Request will be prepared and sent to the Telephone Co. The signature of the respective District Manager will be affixed and the copy returned to the Electric Co. Billing will be prepared in accordance with Section 6.20. ✓

6.103 Work Request originated by the Telephone Co. shall be prepared in triplicate, the original on white and the two copies on white and blue paper. The original and white copy are forwarded to the Electric Co., along with any necessary drawings, while the blue copy is retained by the Telephone Co. If billing to the Telephone Co. is involved, the white original must be affixed with the respective District Manager's signature before transmittal.

-14-

If the work of one company is contingent on information from the other will be called to the other company, placed on the work requests and passed on to the appropriate personnel.

6.104 When a work request involves major work on the part of the other company, the work request and work order must be referred to them at the earliest possible date for preparation of their drawings. The other company may start their field and office engineering work on these requests in advance of authorization if the following procedure is followed; however, the job will not be released to the field until proper authorization is received:

- a. Prepare all copies of the work request.
- b. Prepare four (4) copies of the work order, authorized or not.
- c. Stamp one (1) white or pink copy of the work request, dependent on the company, and three (3) copies of the work order prominently with PRELIMINARY stamp and forward to other company for the start of their field work.
- d. Mark office copy of work request and work order to show date preliminary was sent to the other company.
- e. Following work order approval route balance of work request sheets and work order for authorization procedure.

6.105 Each work request shall be identified by a number consisting of:

- a. A prefix indicating the originating year (i.e., 75, 76 etc.)
- b. A serial number indicating the Telephone Co. operating area in which the proposed work is to be done and the originating company (Telephone Co.="T" requests, Electric Co.="P" request; Telephone operating area - Southern="S")
- c. The originating company's numeric sequence log. (i.e., 1, 2, 3, etc.)

EXAMPLES: Work request 76 SP 1 was originated in 1976 by the Electric Co. for work in the Telephone Company's Southern District and was assigned a sequence number (1) by the Electric Co.

Work request 76 ST 1 was originated in 1976 by the Telephone Co. for work in the Telephone Company's Southern District and was assigned a sequence number (1) by the Telephone Co.

-15-

6.106 The originating company shall classify each work request as one of the following:

<u>Classification</u>	<u>Time Completion Guide</u>
Emergency*;	days
Urgent*	days
Service Related	days
Routine & Construction Related	days

* "Emergency" and "Urgent" classifications should be given immediate attention, with temporary measures taken to relieve the emergency, if necessary.

If the originating company requires completion of a specific work request, the construction department foreman should call the proper foreman in the other company's construction department requesting a completion date. If the job has not advanced to the construction department every effort should be made by engineering to forward the job to construction immediately.

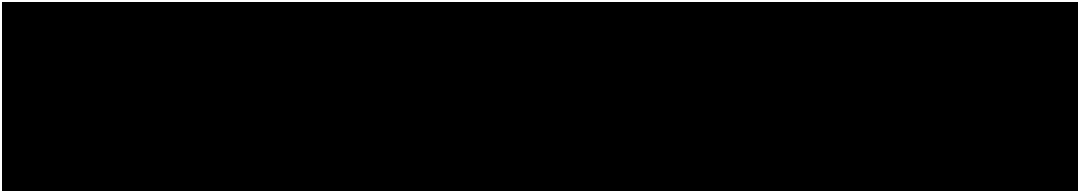
6.107 The work request "Description" shall itemize the work which the originating company requests the other company to do including specifying distances for raising or lowering attachments and individual attachments to be transferred. Each work description should show pole numbers of each company.

6.108 The inspector or engineer who made the field visit or is responsible for the work request shall be identified by name on the line "Originated By" on the work request form.

If a preliminary field visit is made to determine the extent of joint work necessary to complete a job, the originating company shall mention in the work request, the name of the Inspector or Engineer in the other company who has the details in order to eliminate a duplication of work.

6.109 Copies of work requests shall be kept by each company at least one (1) year after completion.

6.20



-19-

8.203 When either company is notified that a jointly used pole is broken off or in a dangerous condition, verbal arrangements shall be made immediately by the Trouble Departments of both companies for taking care of the situation. Such arrangements must provide for security of both the owner and the Licensee's facilities and is the basic responsibility of the owner of the pole; however, the owner may delegate authority to the Licensee to set the new pole as outlined in Section 8.202. Such work shall take precedence over normal construction activities. As soon as practical, following the pole replacement, a "Confirmatory" work request will be issued by the owner of the pole in accordance with Section 6.10.

8.204 If the Licensee should request the owner to replace or relocate a jointly used pole, proper notification, through use of a work request, must be given to the owner.

If the Licensee desires a major revamping of the owner's poles, for any reason, a joint inspection should be made before proceeding with the work.

If within three (3) years of the original date of setting a pole, it is replaced with another pole solely because the original pole is not tall enough to provide for the Licensee's requirements, and at the time of the original pole setting, the Licensee had pronounced the pole satisfactory for its requirements,

8.205

8.206 When Electric Co. poles are used for connection to telephone booths, and the normal communication space on the pole is not used for telephone cables and/or aerial distribution, the Telephone Co. agrees that these poles may be replaced adjacent to the old pole, unless impractical.

-21-

8.40 Pole Butt Grounding

8.401 Each joint use pole set by the Telephone Co. that will support Electric Co. conductors, other than service drops, shall be equipped with a pole butt ground

9.

9.

9.

Approved

THE CINCINNATI GAS & ELECTRIC CO.

BY: R. J. Galvin 12/18/84
Manager - Electric Distribution Engineering Date

Approved

CINCINNATI BELL TELEPHONE

BY: F. Brodlee 12/18/84
Director - Distribution Services Date

February 24, 1995

ADDENDUM

This Addendum modifies the Revised Operating Routine of the Revised Joint Use Agreement between The Cincinnati Gas & Electric Company and Cincinnati Bell Telephone Company dated November 27, 1984.

This Addendum replaces the existing Letters of Understanding between the two Companies dated May 1, 1990 and July 1, 1992 associated with the provision of joint use pole setting and joint use pole removals by the Companies on behalf of each other. The intent of this change is to formalize the "one crew" approach to the replacement and removal of jointly used poles currently in existence.

Both Companies hereby agree to the following pursuant to Section 8 of the Operating Routine:

In those situations where it is mutually agreed upon by the parties, Cincinnati Bell Telephone Company as Owner of certain jointly used poles authorizes The Cincinnati Gas & Electric Company as its Licensee to set replacement poles and any associated anchors and provide other related pole line services as may be required. The administration of such services will be in accordance with the Operating Routine. Upon completion, The Cincinnati Gas & Electric Company will invoice Cincinnati Bell Telephone Company in accordance with the approved [REDACTED]

In those situations where it is mutually agreed upon by the parties, The Cincinnati Gas & Electric Company as Owner of certain jointly used poles authorizes Cincinnati Bell Telephone Company as its Licensee to remove replaced poles remaining at a job site after telephone transfers are completed as may be required. The administration of such services will be in accordance with the Operating Routine. [REDACTED]

DATE: 3-1-95

By: [Signature]
General Manager, Engineering
CINergy Corporation

DATE: 3-3-95

By: [Signature]
Vice President, Service
Cincinnati Bell Telephone Co.

TO: C: Robert Wilson
Joint Lines Coordinator
CG&E/ ULH&P

FROM: J. R. Hacker
Pole Line Conversion
CBT

SUBJECT: CBT tags on Clearance Contact Poles

DATE: Monday, July 17, 1995

Bob,

During the conversion of our pole line records to a digital format we have determined the need to give a unique identifier to every pole on which we have attachments., including those poles that have been identified as clearance contacts.

To do this we are tagging every pole having a telephone attachment with our numbering system. If the pole is an electric company owned joint-use pole we are using the standard "RE" suffix. If the pole is a clearance contact we are using a "CC" suffix. Any pole tagged with a "CC" suffix will NOT affect the joint use data base and will not be counted as a joint use pole

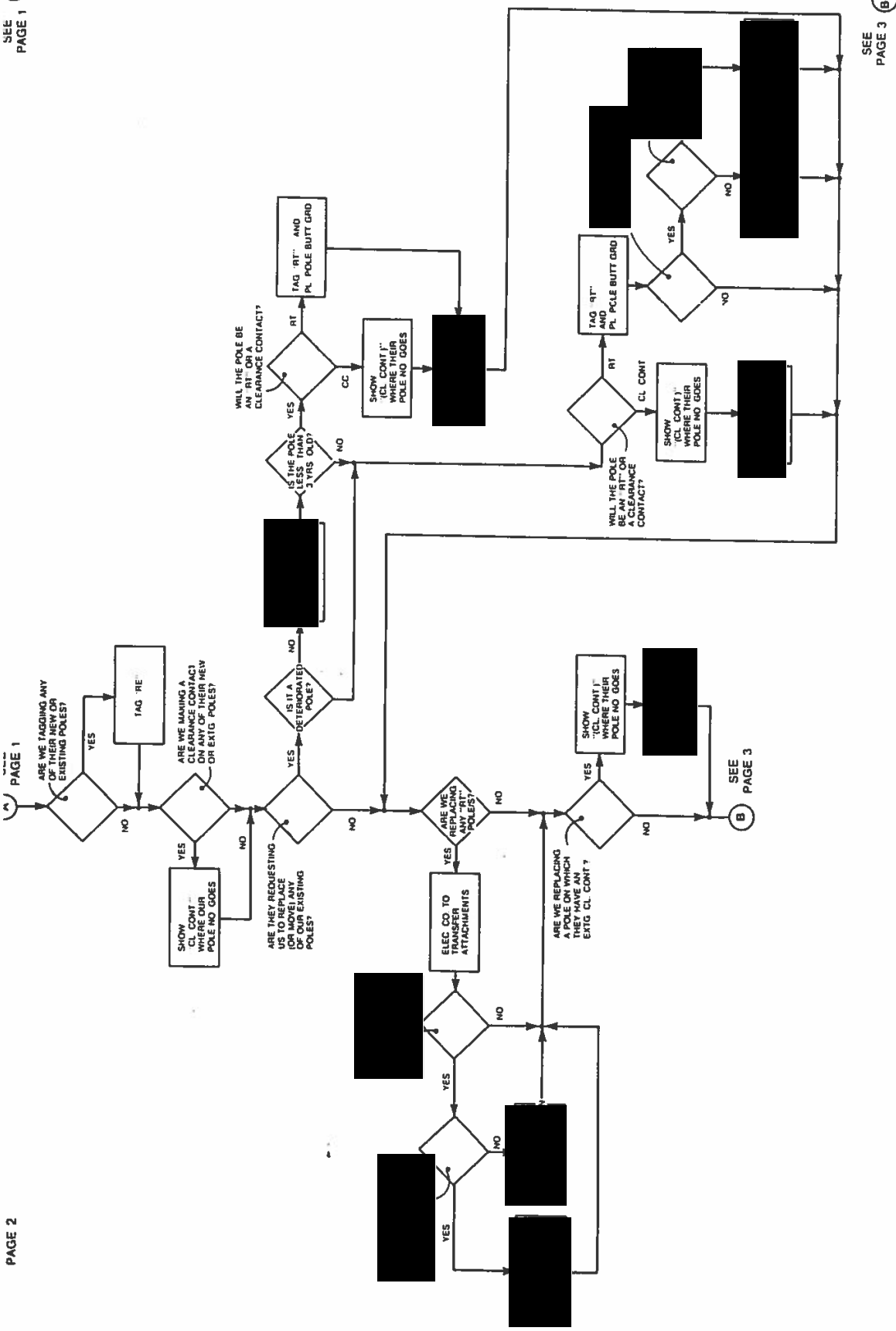
This change is going into effect immediately.

If you have any questions please call me on 344-7041.

-ARRY LEE,
I SENT THIS TO BOB WILSON 7/17/95
Hacker

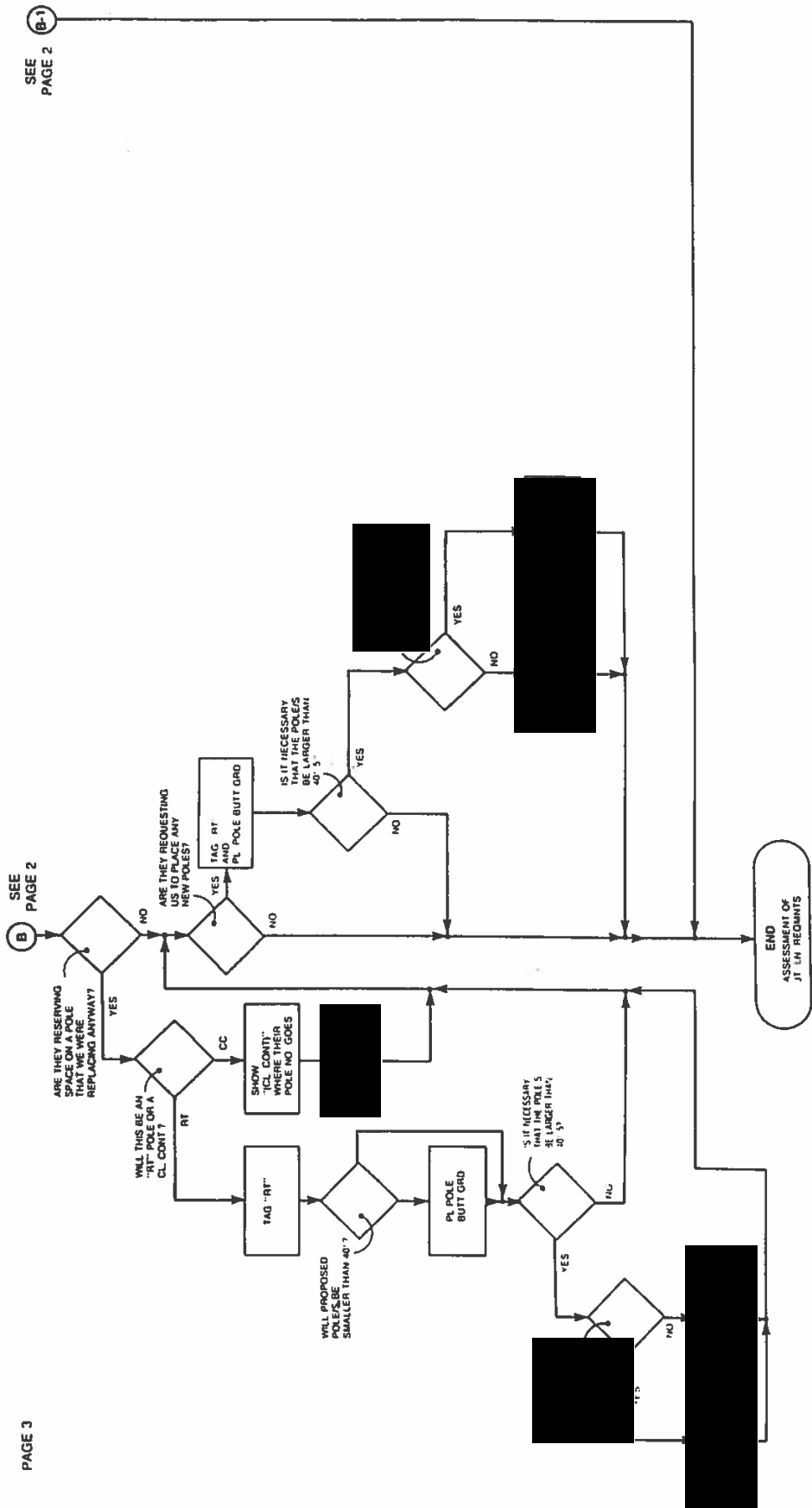
SEE PAGE 1

PAGE 2



SEE PAGE 3 (B-1)

SEE PAGE 3 (B)



PAGE 3

SEE PAGE 2

SEE PAGE 2 (B-1)

February 24, 1995

ADDENDUM

This Addendum modifies the Revised Operating Routine of the Revised Joint Use Agreement between The Cincinnati Gas & Electric Company and Cincinnati Bell Telephone Company dated November 27, 1984.

This Addendum replaces the existing Letters of Understanding between the two Companies dated May 1, 1990 and July 1, 1992 associated with the provision of joint use pole setting and joint use pole removals by the Companies on behalf of each other. The intent of this change is to formalize the [REDACTED]

Both Companies hereby agree to the following pursuant to Section 8 of the Operating Routine:

In those situations where it is mutually agreed upon by the parties,

[REDACTED]

In those situations where it is mutually agreed upon by the parties,

[REDACTED]

DATE: 3-1-95

By: *J. J. Koebel*
General Manager, Engineering
CINergy Corporation

DATE: 3-3-95

By: *Timothy J. Upling*
Vice President - Service
Cincinnati Bell Telephone Co.

**AMENDMENT TO REVISED JOINT USE AGREEMENT BETWEEN
THE CINCINNATI GAS & ELECTRIC COMPANY AND CINCINNATI BELL, INC.**

This Amendment to the Revised Joint Use Agreement (Amendment) by and between The Cincinnati Gas & Electric Company (hereinafter referred to as the Power Company), and Cincinnati Bell, Inc. (hereinafter referred to as the Telephone Company) (each a Party and collectively the Parties) is effective September 1, 2004 (Effective Date).

WITNESSETH:

WHEREAS, the Telephone Company and the Power Company executed a Revised Joint Use Agreement ("Agreement") dated December 31, 1957, to establish joint use of their respective poles on a reciprocal [REDACTED] and [REDACTED]

WHEREAS, the Parties now desire to amend the Agreement to acknowledge mutual obligations to accommodate lawful "third party" pole occupancies on jointly used poles; and

WHEREAS, it is desirable to continue in force and effect other provisions of the Agreement as to which no change is now contemplated; and

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties hereto, for themselves, their successors and assigns, do hereby amend the Revised Joint Use Agreement of December 31, 1957, as follows:

SECTION I, ARTICLE TWO – EXPLANATION OF TERMS:

Replace item (g) in its entirety as follows:

(g) "Standard Space" is the following described space on a joint pole.

(1)

(2)

It is further agreed that the Parties hereto shall cooperate in allocating the available space on new or existing poles in accordance with the requirements of each Party in order to avoid the use of excess height of poles or the replacement of existing poles.

SECTION I, ARTICLE SIX – ATTACHMENTS OF OTHER PARTIES:

Replace the existing paragraph in its entirety as follows:

If either of the Parties should confer upon others, not parties to this Agreement, by contract or otherwise, rights or privileges to use any poles covered by the Agreement, the obligations and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof.

SECTION II, ARTICLE TWO – ERECTING, REPLACING OR RELOCATING POLES:

Replace item (d) in its entirety as follows:

(d) In any case where the Parties hereto shall conclude arrangements for the joint use hereunder of any new poles to be erected, or for replacing existing jointly used poles, the ownership of such poles shall be determined by mutual agreement, due regard being given to the desirability of avoiding mixed ownership in any given line.

[REDACTED]

SECTION II, ARTICLE SEVEN – [REDACTED]

Replace item (c) in its entirety with the following:

(c) The Parties will periodically report to each other information concerning reciprocal pole usage in accordance with methods and procedures agreed to in the Operating Routine prepared under authority of Section One, Article Three of this Agreement. [REDACTED]
of that calendar year, [REDACTED]

[REDACTED]

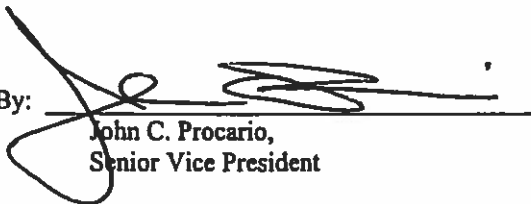
[REDACTED]

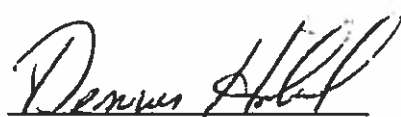
ALL OTHER PROVISIONS of the Revised Joint Use Agreement dated December 31, 1957, are herewith ratified and continued in full force and effect without change thereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by its proper corporate officers thereunto duly authorized as of the day, month and year first above written.

THE CINCINNATI GAS & ELECTRIC COMPANY

CINCINNATI BELL, INC.

By: 
John C. Procario,
Senior Vice President

By: 
Dennis Hinkel,
Senior Vice President

PUBLIC VERSION

CONFIDENTIAL PROPRIETARY TRADE SECRET

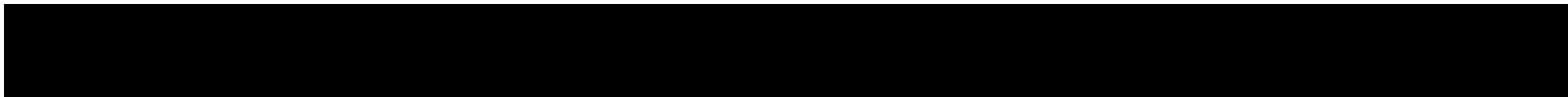
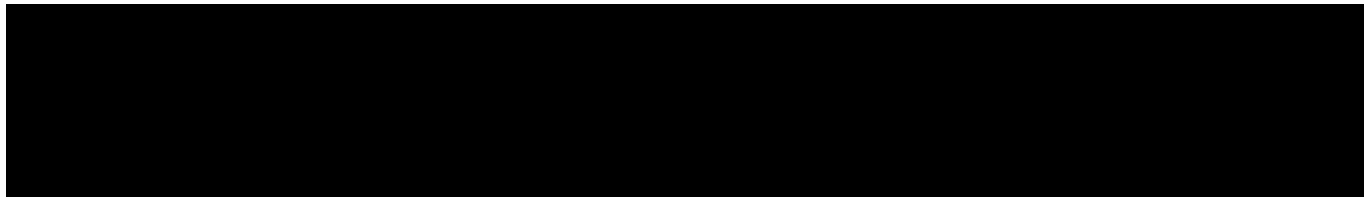
CINCINNATI BELL TELEPHONE COMPANY OWNED POLES THAT DUKE ENERGY REPLACES

There is an agreement between Duke Energy and Cincinnati Bell Telephone for Duke Energy to provide and set poles/anchors for Cincinnati Bell that are mutually agreed upon. (See Joint Standard 'Replacement of CBT owned poles in Energized Primary')

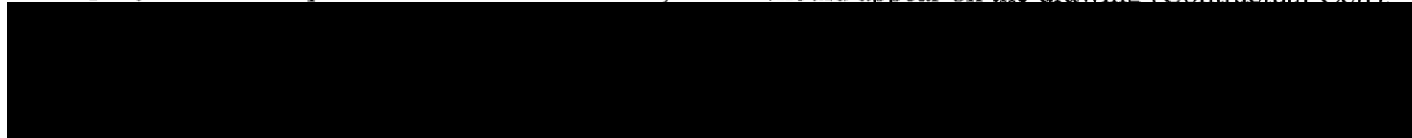


CRITERIA:

- 1.
- 2.
- 3.



Company and also request a Work Order Number, which should appear on the drawing (Contractual Cell)



**AMENDMENT TO REVISED JOINT USE AGREEMENT BETWEEN
DUKE ENERGY KENTUCKY, INC. AND
CINCINNATI BELL TELEPHONE COMPANY LLC**

This Amendment to the Revised Joint Use Agreement (the “2019 Amendment”) is made and entered into on this 1st day of OCTOBER, 2019 (“Effective Date”) by and between Duke Energy Kentucky, Inc. (as successor-in-interest to the Union Light, Heat & Power Company) (hereinafter referred to as the “Power Company”) and Cincinnati Bell Telephone Company LLC (as successor-in-interest to The Cincinnati and Suburban Telephone Company) (hereinafter referred to as the “Telephone Company”).

WHEREAS, the Telephone Company and the Power Company executed a Revised Joint Use Agreement dated December 31, 1957 (the “Agreement”) to establish joint use of their respective poles on a reciprocal or [REDACTED]

WHEREAS, the Agreement is identical in all material respects to the Revised Joint Use Agreement of the same date between Duke Energy Ohio, Inc. (as successor-in-interest to Cincinnati Gas & Electric Company) and Cincinnati Bell Telephone Company LLC (as successor-in-interest to The Cincinnati and Suburban Telephone Company);

WHEREAS, the Telephone Company and the Power Company executed an Amendment to Revised Joint Use Agreement dated June 25, 1962 (the “1962 Amendment”) which addressed [REDACTED]

WHEREAS, the 1962 Amendment is identical in all material respects to the Amendment to Revised Joint Use Agreement of the same date between Duke Energy Ohio, Inc. (as successor-in-interest to Cincinnati Gas & Electric Company) and Cincinnati Bell Telephone Company LLC (as successor-in-interest to The Cincinnati and Suburban Telephone Company);

WHEREAS, the Telephone Company and the Power Company executed an Amendment to Revised Joint Use Agreement with an effective date of September 1, 2004 (the “2004 Amendment”) which, among other things, changed [REDACTED]

WHEREAS, the 2004 Amendment is identical in all material respects to the Amendment to Revised Joint Use Agreement of the same date between Duke Energy Ohio, Inc. (as successor-in-interest to Cincinnati Gas & Electric Company) and Cincinnati Bell Telephone Company LLC (as successor-in-interest to The Cincinnati and Suburban Telephone Company);

WHEREAS, the parties have, from time to time, entered into operating routines pursuant to the Agreement, including but not limited to the Revised Operating Routine between Union Light, Heat & Power Company and Cincinnati Bell Telephone dated November 27, 1984;

WHEREAS, the parties desire to ratify the Agreement, as previously amended and supplemented, and enter into this 2019 Amendment for the purpose of, among other things,

amending the Agreement to acknowledge the mutual obligation to [REDACTED]

WHEREAS, it is desirable to continue in force and effect the other provisions of the Agreement, as amended, as to which no change is now contemplated other than as expressly set forth herein; and

WHEREAS, the parties are contemporaneously executing a similar amendment to the Revised Joint Use Agreement dated December 31, 1957 between Duke Energy Ohio, Inc. (as successor-in-interest to Cincinnati Gas & Electric Company) and Cincinnati Bell Telephone Company LLC (as successor-in-interest to The Cincinnati and Suburban Telephone Company).

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto, for themselves, and their successors and assigns, do hereby amend the Agreement, as amended, in the following respects:

1. In Section I, Article One of the Agreement (Scope and Effect), replace item (b) in its entirety as follows:

(b) This agreement shall be in effect in the overlapping portions of Power Company's electric service territory in Kentucky and Telephone Company's incumbent local exchange carrier territory within Kentucky, and shall cover all distribution poles of each of the parties now existing or hereafter erected in the above territory when said poles are brought hereunder in accordance with the procedures hereinafter provided. Each party reserves the right to exclude from joint use (1) poles which, in the Owner's judgment are necessary for its own sole use; and (2) poles which carry or are intended by the Owner to carry, circuits of such a character that in the Owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable.

2. [REDACTED]

3. [REDACTED]

(c) The Parties will periodically report to each other information concerning reciprocal pole usage in accordance with methods and procedures agreed to in the Operating Routine

[REDACTED]

(1) [REDACTED]

(2) If the parties cannot reach agreement on the terms of a sale of joint use poles.

[REDACTED]

4. [REDACTED]

(e) Unless otherwise agreed upon in writing, the parties shall conduct a joint field inventory at least once every five (5) years for purposes of determining the actual number of jointly used poles owned by each party. The cost of the joint field inventory shall be shared equally between the parties. The parties shall use the results of the inventory to adjust the

pole count records and [REDACTED]

The first such joint field inventory shall occur in 2023 unless the parties agree otherwise in writing.

- 5. Except as expressly set forth in this 2019 Amendment, all other terms and conditions of the Agreement, as amended by the 1962 Amendment and the 2004 Amendment, are ratified and shall remain fully binding and are incorporated herein by reference.
- 6. The parties acknowledge and agree that this 2019 Amendment was negotiated in good faith and at arm's length and that it includes valuable consideration for each party. The parties further acknowledge and agree that the terms of this 2019 Amendment are fair, reasonable and just.

IN WITNESS HEREOF, the parties, intending to be legally bound, have caused this 2019 Amendment to be executed by their duly authorized representatives as of the Effective Date; provided, however, that this 2019 Amendment shall not become effective as to either party until executed by both parties.

Duke Energy Kentucky, Inc.

By: [Signature]
 (Signature)

Title: My Director John Solis

Print Name: GREGORY D. FIELDS

Date: 10/1/2019

Cincinnati Bell Telephone Company LLC

By: [Signature]
 (Signature)

Title: S. Director - Engineering

Print Name: Tamika L Green

Date: 9/24/19