

**CATV POLE ATTACHMENT TARIFF**

**P.S.C. KY NO. 11**

**WINDSTREAM KENTUCKY EAST, LLC**

Original Title Page 1

**REGULATIONS, RATES AND CHARGES**

Applying to CATV Pole Attachments within the operating territory of Windstream Kentucky East, LLC in the State of Kentucky.

Date of Issue: July 7, 2016

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Issued By: Chris Cranford

Title: Product Manager – Pricing & Tariffs

By Authority of Order of the Public Service Commission

In Case No. \_\_\_\_\_ Dated: \_\_\_\_\_



CATV POLE ATTACHMENT TARIFF

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S1. CATV POLE ATTACHMENT AND CABLE DUCT ARRANGEMENT

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**S1. CATV POLE ATTACHMENT AND CABLE DUCT ARRANGEMENT**

**S1.1 Application of Tariff**

This tariff contains regulations and charges applicable to the provision of attachment space for cable television facilities on poles of the Telephone Company, and the provision of cable duct space for such facilities in underground conduits of the Company.

The terms and conditions contained herein apply where the CATV operator, as a customer of the Company, proposes to install coaxial or other types of television distribution cables, amplifiers and drop wires, wires and appliances together with associated cable messengers, anchors and other appurtenances (hereinafter sometimes collectively called the "equipment") and desires to attach such equipment to poles of the Company, and/or install such equipment in cable ducts of the Company.

**S1.2 Definitions**

Poles - All references to "poles" of the Company shall mean poles which are either solely owned by the Company, are jointly owned by the Company and another, or are owned by another who has granted the Company exclusive use and control of space upon its poles.

Pole Attachment - This term means any attachment by a CATV firm to a pole owned or controlled by the Company.

Cable Duct Space - This term shall mean individual cable ducts within a multiple-duct conduit system owned by the Company.

Equipment - The "equipment" referred to herein consist of coaxial or other types of television cables, amplifiers and drop wires, wires and appliances together with associated cable messengers, anchors and other appurtenances used in the provision of CATV service.

Joint User - All references herein to "joint user" shall mean a utility company or municipality which, together with the Company, jointly provides poles for common use in the provision of service of the respective entities, and shall also include a utility company or municipality which, together with the Company, owns a percentage of a pole, or which owns a pole upon which the Company has obtained exclusive use and control of specified space.

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**S1. CATV POLE ATTACHMENT AND CABLE DUCT ARRANGEMENT**

**S1.2 Definitions (Continued)**

Cable Television Company or Operator (CATV) - All references herein to "CATV Company and/or Operator" shall mean a company which provides CATV service.

CATV Service - All references herein to "CATV service" shall mean the transmission, by means of coaxial or other types of distribution cables, of television audio and video signals from a central point within an exchange of the Company to subscribers of a CATV company within such exchange.

**S1.3 Scope**

Subject to the terms and conditions contained in this tariff, the Company will provide CATV pole attachment and cable duct space and permit a CATV operator, for the purpose of furnishing CATV service, to install its equipment upon or within such of the Company's poles and conduits as are available or can be made available, except for safety reasons.

References herein to CATV equipment placed in the Company's cable ducts shall mean only cables and wires. No right to place amplifiers, power supplies or other related equipment in manholes or cable ducts of the Company is conferred by this tariff.

The CATV company shall secure from the proper franchising authority, a franchise to erect and maintain its equipment within public streets, highways and other thoroughfare, provided such franchising authority exists, and shall secure any and all consents, permits, licenses, easements or rights-of-way that may be legally required for its operation hereunder. The CATV company shall provide to the Company documentation evidencing that all such franchises, consents, permits, licenses, easements and rights-of-way have been obtained. The CATV company shall additionally provide the Company a map depicting the franchised area in which pole attachments and cable duct arrangements may be applied for by the CATV company.

The CATV company shall assist in, and bear the expense of securing any additional consents, permits, or licenses that may be required by the Company because of CATV pole attachments or cable duct usage.

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**S1. CATV POLE ATTACHMENT AND CABLE DUCT ARRANGEMENT**

**S1.3 Scope (Continued)**

The franchises, consents, permits, licenses, easements and rights-of-way of the Company are for its own facilities and the provision of its other services. No rights in such franchises, consents, permits, licenses, easements or rights-of-way are conferred upon any CATV company hereunder.

**S1.4 Application for Permission to Install**

At least forty-five (45) days prior to the time the CATV company desires to attach its equipment to any of the Company's poles, or to install any such equipment within a cable duct of the Company, the CATV operator shall make written application on the form prescribed to the Company. The Company shall in turn, notify the CATV company in writing of its permission to allow the installation.

Where the application for attachment involves joint-use poles, the CATV operator shall so indicate in its application, and provide a copy thereof to the joint user. Permission to attach to joint-use poles shall be subject to the Company obtaining approval from such joint user when necessary.

Upon notification by the Company of its permission for pole or cable duct space to be used by the CATV company, the CATV company shall have the right, subject to the SPECIFICATIONS contained herein, to install, maintain and use its equipment described in its application, upon the poles or in the cable ducts identified in its application. The CATV company shall complete each installation within a reasonable and mutually agreeable time frame; provided, however, that before commencing any such installation, the CATV company shall notify the Company of the time when it proposes to do such work sufficiently in advance so that the Company may arrange to have any necessary representative present when such work is performed. In the event the presence of a Company representative is required, the CATV company shall reimburse the Company for the cost and expense of such.

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**S1. CATV POLE ATTACHMENT AND CABLE DUCT ARRANGEMENT**

**S1.4 Application for Permission to Install (Continued)**

Where costs are involved in the rearrangement of the Company's facilities to accommodate the CATV company's equipment, the Company shall notify the CATV company, in writing, of the changes and rearrangements required and the cost for performing such. Approval of the application by the Company is subject to receiving authorization from the CATV company to make changes and rearrangements detailed by the Company, at the CATV company's expense.

The CATV company shall not have the right to place, nor shall it place, any additional equipment upon any pole or in any cable duct without first making application to do so, as provided for in this tariff; nor shall the CATV company change the position of any equipment attached to any such pole or installed in any cable duct without the Company's prior written approval. The Company will not refuse a CATV company permission to install or rearrange CATV equipment if pole attachment or conduit space is available or can be made available, except for safety reasons. The provisions of this paragraph shall not restrict the attachment of television drops to television crossarms or television cable messenger. Unauthorized attachments or installation in cable duct shall be subject to penalty and/or special "make-ready" charges set forth in this tariff.

**S1.5 Attachment Specifications**

The CATV company, at its own cost and expense, shall construct, maintain and replace its attachments on the Company's poles in accordance with (1) such requirements and specifications as the Company shall prescribe and have on file with the Commission, (2) EEI Publication M12 entitled "Specifications for the Construction and Maintenance of Jointly-Used Wood Pole Lines Carrying Supply and Communication Circuits", (3) the requirements and specifications of the National Electrical Safety Code, 1981 Edition, and any amendments or revisions of said specifications or code, and (4) in compliance with any rules or orders now in effect or that hereafter may be issued by the Public Service Commission of Kentucky or other authority having jurisdiction. The CATV company shall comply, at its sole risk and expense, with changes and revisions in the above specifications and requirements.

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**S1.6 Installation and Maintenance of CATV Equipment**

The exact location of the CATV company's attachments on poles and installation in cable ducts shall be determined by the Company in its sole discretion after a joint survey to be made, at such times as shall be mutually agreed upon, by representatives of the telephone company and the CATV company. The Company may make periodic inspections as conditions may warrant. Such inspections shall not operate to relieve the CATV company of any responsibility, obligation, or liability assumed under this tariff. When substandard installations are found which are created by the CATV operator, the Company shall give notice of such to the CATV company, and the CATV company shall remedy such conditions within a reasonable time. In the event the CATV company fails to remedy the condition within the agreed upon time, the Company may act to remedy it with the cost of such to be paid by the CATV company.

Whenever CATV equipment is to be installed, rearranged or removed on or from Company poles, such work will normally be performed by the CATV company at its expense. In such cases a Company representative may be required to observe the work, at the expense of the CATV company. Where consented to by the Company, the CATV company may elect to have such installation, rearrangement or removal performed by the Company; however, the CATV company will furnish all materials and equipment and will reimburse the Company for its costs in performing the work activity.

Whenever CATV equipment is to be installed, rearranged or removed in cable ducts, such work will usually be performed by the Company, at the CATV company's expense. If the CATV elects to perform the work activity, a Company representative may be required to observe the work at the expense of the CATV company. Work performed by the Company or the CATV firm, shall be performed in accordance with the Company's established practices, and all materials and equipment shall be supplied by the CATV company.

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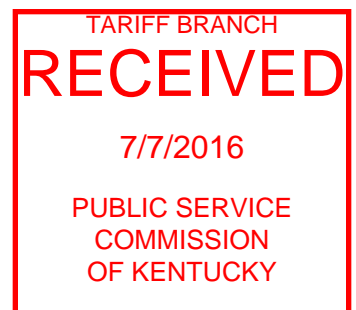
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**S1. CATV POLE ATTACHMENT AND CABLE DUCT ARRANGEMENT**

**S1.6 Installation and Maintenance of CATV Equipment (Continued)**

Where the CATV company's equipment can be accommodated on Company poles or in Company cable ducts by rearranging or changing the Company's facilities, the CATV company shall pay the Company in advance the cost of making such rearrangements or changes. Strengthening of poles (guying) required to accommodate the attachments of the CATV company and the bonding of the CATV's strand to that of the Company shall be performed by the CATV company at its sole risk and expense. Such work may be performed by the Company when reasonable cause therefore exists, and the CATV company shall pay the Company in advance the cost of all such work.

After initial attachment, when the Company subsequently requires a change in its poles, attachments thereto or its conduit system for reasons unrelated to CATV operations, the CATV company shall be given reasonable notice of the changes required and sufficient time to accomplish the CATV related change. If the CATV operator is unable or unwilling to meet the Company's time schedule for changes in attachments, the Company may do the work and charge the CATV company its reasonable costs for performing the change of CATV equipment. In cases of emergency, the Company may, at the CATV company's expense, arrange to relocate or replace the facilities attached to Company poles by the CATV operator, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal, or relocation of said poles, the facilities thereon or the equipment which may be placed thereon.

All required maintenance of CATV equipment shall be performed by the CATV operator. No entry shall be made into any facility housing or cable ducts without the prior written permission of the Company. The Company reserves the right to require the presence of its representative at the time of any such entry, with the cost thereof to be reimbursed by the CATV company. An estimate of such cost shall be furnished at the time the Company gives its written permission for entry.

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**S1. CATV POLE ATTACHMENT AND CABLE DUCT ARRANGEMENT**

**S1.6 Installation and Maintenance of CATV Equipment (Continued)**

All tree trimming required on account of CATV company equipment shall be done by the CATV operator at its sole risk and expense and in a manner satisfactory to the Company.

The CATV company shall, at its sole risk and expense, maintain all of its equipment on Company poles or in Company cable ducts in safe condition and in thorough repair.

Nothing herein contained shall give to the CATV company the right to place a crossarm on any Company pole. If a crossarm is required to accommodate the facilities of the CATV company, the CATV company shall state the reasons in its application for attachment.

Written consent of the Company must be obtained by the CATV company prior to any additions to, or changes in the location of its attachments on poles or equipment in cable ducts, except in cases of emergency when oral permission has been obtained from the Company and subsequently confirmed in writing.

If the CATV company should require the location of its equipment upon any public thoroughfare or other public or private property in the conduct of its business and the Company does not have pole facilities so located to fulfill CATV requirements and has no immediate need for such for the Company's own use, the Company will notify the CATV operator whether the Company is willing to place such pole facilities. Special rates shall be agreed to by the CATV company prior to the Company's placement of such pole facilities, and the rates specified herein shall not apply. The special rates shall be based upon the total use of the pole facilities by the CATV company. In the event such pole facilities are subsequently used by the Company for the provision of its other services, the special rates shall no longer apply, and the rates specified in this tariff shall apply.

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**S1. CATV POLE ATTACHMENT AND CABLE DUCT ARRANGEMENT**

**S1.6 Installation and Maintenance of CATV Equipment (Continued)**

Whenever, pursuant to this tariff, the CATV company shall be required to remove its equipment from any pole, such removal shall be made within a reasonable time unless safety considerations require immediate action. Upon failure of the CATV company to remove such equipment, the Company may make the removal and charge the CATV company all associated costs.

Whenever, pursuant to the tariff, CATV equipment in cable ducts shall be required to be removed, relocated or replaced, such work will usually be performed by the Company, after written notice to the CATV company, at the CATV company's expense. If the CATV company elects to perform the work, a Company representative may be required to observe the work at the expense of the CATV company. Any CATV equipment required for such work performed by the Company or the CATV firm, shall be supplied by the CATV company.

The CATV company shall not interset poles or locate guys or other facilities in pole lines of the Company, except where the CATV company has appropriate right-of-way and such will not inhibit access to poles and facilities of the Company or cause a safety hazard.

**S1.7 Cost of Pole Replacements**

Whenever the CATV company applies for permission to attach to a pole that is considered by the telephone company to be insufficient in height or strength for accommodation of CATV attachments, the Company shall notify the CATV operator of such fact and of the estimated cost to the CATV company of replacing such pole with a pole which will accommodate the attachments of the CATV company and the telephone company. Within thirty (30) days of such notification, the CATV company shall either notify the Company (1) of its approval of such replacement or (2) of its cancellation of the application with respect to such pole.

In the event of CATV's approval of such replacement, the Company shall replace the pole and the CATV operator shall pay to the Company in advance the charges computed as follows:

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**S1.7 Cost of Pole Replacements (Continued)**

- (1) The total cost of the new pole, the removal of the old pole, the transferring of the Company's attachments from the old to the new pole and such other costs, if any, necessitated by CATV requirements, less the total of the following: accrued depreciation on the old pole, salvage, if any, and the cost of such portion of the new pole, if any, which represents space reserved for the use of the Company greater than that provided for them on the old pole and appropriate contribution by any other company attached thereto.

**S1.8 Rights of Way and Legal Authority**

Upon application for attachment or use of cable ducts, the CATV company shall submit evidence satisfactory to the Company of its authority to erect and maintain its equipment within public streets, highways, and other thoroughfares and shall secure any necessary franchise, license, permit, consent, easement or rights-of-way from Federal, State or municipal authorities or owners of property now or hereafter required to construct and maintain such equipment at the location of facilities of the Company which it desires to use. In the event any such franchise, license, permit, consent, easement or rights-of-way is revoked or is thereafter denied to the CATV company for any reason, permission to attach to Company poles or to use Company cable ducts so affected shall immediately terminate, the CATV company shall forthwith remove its equipment from Company facilities.

Upon notice from the telephone company to the CATV company that the removal or cessation of the use of any pole or cable duct has been requested or directed by Federal, State or municipal authorities, or property owners, permission to attach to such pole or to use such cable duct shall immediately terminate and the CATV company shall forthwith remove its equipment therefrom.

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**S1. CATV POLE ATTACHMENT AND CABLE DUCT ARRANGEMENT**

**S1.9 Protection Against Claims for Libel and Slander, Copyright, and Patent Infringement**

The CATV company shall indemnify, protect, and hold harmless the Company from and against any and all claims for libel and slander, copyright and/or patent infringement arising by reason of attachment of CATV equipment to Company poles or installation of CATV equipment in Company cable ducts, pursuant to this tariff.

**S1.10 Limitations**

No use, however extended, of the Company's poles or cable ducts under this tariff shall create or vest in the CATV company any ownership or property right in said poles or ducts. Nothing herein contained shall be construed to compel the Company to maintain any of its facilities for a period longer than that demanded by its other service requirements.

The Company reserves to itself, its successors and assigns the right to maintain its poles and conduit and to locate and operate its facilities in such manner as will best enable it to fulfill its other public service requirements. Except where caused by its own negligence the Company shall not be liable for any interruption to the service of the CATV company or for any interference with the operation of the equipment of the CATV company.

The Company reserves the right to provide pole attachment and cable duct space to more than one CATV company and to make such space available to other entities. This tariff shall not limit the rights and privileges previously granted to others to use any poles or cable ducts covered by this tariff, and the privileges provided by this tariff shall at all times be subject to such previously granted rights.

Failure to enforce or insist upon compliance with any of the terms or conditions of this tariff 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 effect.

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**S1. CATV POLE ATTACHMENT AND CABLE DUCT ARRANGEMENT**

**S1.10 Limitations (Continued)**

The CATV company shall not assign, transfer or sublet any rights to make pole attachments or utilize cable ducts hereunder without the prior written consent of the Company; except that nothing contained herein shall be construed as depriving a CATV company of its property or the ability to dispose of its property in any manner it deems reasonable.

**S1.11 Indemnity and Insurance**

The CATV company shall indemnify, protect, and hold harmless the Company and other joint-users of said poles and conduit system from and against any and all loss, costs, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property and injury to or death of persons, including the officers, agents, and employees of the CATV company, the Company and any joint user, including payment made under any Workmen's Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, presence, use or removal of said equipment or by the proximity of CATV equipment to the cables, wires, apparatus and appliances of the Company or any joint user, or arising out of any act, omission or negligence or alleged act, omission or negligence of the CATV operator or the joint negligence of the CATV operator and the Company and/or any joint users; provided, that the obligation of the CATV company under this paragraph does not include the indemnification of the Company or any joint user from or against the sole or joint negligence of the Company or any joint user.

The CATV company shall maintain in full force and effect the following insurance policies or bond in lieu thereof providing an equivalent protection: (1) Workers' Compensation and Occupational Disease covering the CATV company's full liability under the Workers' Compensation Laws of the Commonwealth of Kentucky. This shall include Employer's Liability insurance in the amount of \$100,000. (2) Comprehensive General Liability insurance, in the amounts of \$1,000,000 Combined Single Limits or \$1,000,000 each occurrence, and \$1,000,000 aggregate for any accident resulting in

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**S1.11 Indemnity and Insurance**

bodily injuries to or the death of one or more persons and the consequential damages arising therefrom together with Property Damage Liability in the amount of \$500,000 each occurrence, with an aggregate total limit of \$500,000.

All policies of insurance shall contain written endorsements to the effect that the amount of coverage of the insurance provided thereby will not be reduced or terminated without thirty (30) days written notice first being given to the Company. Certificates of insurance, incorporating the above described endorsement, shall be delivered to a designated officer of the Company and shall be approved by the Company before the CATV firm is permitted to perform any work authorized pursuant to this tariff. Failure of the CATV company to provide notice of renewals, changes in carrier, or a reduction in or termination of insurance coverage will be just cause for the Company to terminate the CATV company's right to continue its pole attachments and/or use of cable ducts. If renewal premiums are not paid by the CATV company prior to said 30-day notice, the Company shall have the right to pay said premiums and be reimbursed by the CATV company upon demand.

The CATV operator shall promptly notify the Company of all claims and potential claims relating to damage to property or injury to or death of persons arising or alleged to have arisen in any manner by or associated with, directly or indirectly, the presence or use of the CATV company's equipment upon or within any facility of the Company.

The CATV company shall exercise special precautions to avoid damage to facilities of the Company on said poles and conduit and hereby assumes all responsibility for any and all loss for such damage. The CATV company shall make an immediate report to the telephone company of the occurrence of any such damage and shall reimburse the Company for the expense incurred in making repairs necessitated thereby.

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**S1. CATV POLE ATTACHMENT AND CABLE DUCT ARRANGEMENT**

**S1.12 Surety**

The CATV company shall furnish a bond for each individual CATV system utilizing pole attachments or cable ducts under this tariff to guarantee the payment of any sum which may become due to the Company for rental, penalty, and make-ready charges and work performed by the Company, pursuant to this tariff, for the benefit of the CATV company or as a result of default or forfeiture by the CATV company. The amount of such bond shall be based upon the following:

- (1) For attachments to 500 poles or less, a bond of \$5,000 shall be furnished, except as provided in (4) below.
- (2) For attachments to poles in excess of 500, further surety in the amount of \$5,000 for each additional 500 poles, or any increment thereof, shall be furnished except as provided in (4) below.
- (3) Where cable ducts are provided, further surety in the amount of \$10,000 shall be furnished, except as provided in (4) below.
- (4) After one year following the completion of construction of an individual CATV system and its placement into operation, the CATV operator may request that the required amount of bond be reduced. Upon the Company's receipt of satisfactory evidence that all mechanics, workmen and material men who furnished services, labor or materials in the construction of such CATV system, and all taxing authorities, have been paid all amounts due them, the Company will reduce the amount of bond required to the following:
  - (a) For attachments to 500 poles or less, a bond of \$2,000 shall be furnished.
  - (b) For attachments to poles in excess of 500, further surety in the amount of \$2,000 for each 500 poles, or any increment thereof, shall be furnished.
  - (c) Where cable ducts are provided, further surety in the amount of \$5,000 shall be furnished.

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**S1. CATV POLE ATTACHMENT AND CABLE DUCT ARRANGEMENT**

**S1.13 Payment of Bills**

All amounts payable by the CATV company to the Company under the provision of this tariff shall, unless otherwise specified, be payable within thirty (30) days after presentation of bills. Non-payment of any such amounts when due shall constitute grounds for termination of the pole attachment and cable duct usage rights under this tariff.

**S1.14 Termination of Attachments and Cable Duct Usage**

If the CATV company shall fail to comply with any of the provisions of this tariff, including compliance with the specifications previously referred to, the maintenance of required insurance coverage and surety bond requirements, and the timely payment of any amounts due, and shall fail for thirty (30) days after written notice from the Company to correct such non-compliance, the Company, at its option, may terminate the CATV company's right to continue any or all use of poles or cable ducts provided under this tariff and may act to remove the CATV equipment at the CATV company's expense.

Upon valid objection being made by or on behalf of any governmental authority properly asserting jurisdiction, the Company may without notice, or where circumstances permit, upon five (5) days written notice to the CATV company, terminate the provision of pole attachment and/or cable duct space as provided in this tariff.

The CATV company may at any time remove its equipment attached to any pole or poles of the Company and shall immediately give the Company written notice of such removal. The CATV company may at any time request the removal of its equipment in the cable duct of the Company. Removal of CATV equipment in cable ducts will usually be performed by the Company, at the CATV company's expense. If the CATV company elects to perform the work, a Company representative may be required to observe the removal at the expense of the CATV company. Removal work performed by the CATV company is to be made within a reasonable time, unless safety conditions require immediate action.

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By Authority of Order of the Public Service Commission

In Case No. \_\_\_\_\_ Dated: \_\_\_\_\_





**CATV POLE ATTACHMENT TARIFF**

**WINDSTREAM KENTUCKY EAST, LLC**

**P.S.C. KY No. 11  
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**S1. CATV POLE ATTACHMENT AND CABLE DUCT ARRANGEMENT**

**S1.15 Notices**

Any notice required or authorized by this tariff to be given by the Company or the CATV company to the other party shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, and addressed to such other party's principal business address last furnished by such party.

**S1.16 Rates**

The CATV Company shall pay to the Company in advance the rates specified below. The Company shall render billing to the CATV Company on at least a quarterly basis. The Company will bill for CATV pole attachments or conduit usage from the date of CATV installation or from the date that space is reserved for CATV installation at an unspecified future time.

	<u>Monthly Rate</u>
Per 2-User Pole	\$ 1.01
Per 3-User Pole	.47
 Per linear foot of cable duct space occupied	 .07

**S1.17 Penalty Charges**

Where pole attachments have been made without respect of authorization from the Company, a penalty charge of twice the amount of the annual rate shall apply, in lieu of the annual rate, from the date of the last previous physical inventory of pole attachments or inspection required pursuant to the rules of the Kentucky Public Service Commission, whichever is most recent. Additionally, a special "make-ready" charge, equal to twice the amounts which would have been due and applicable if the attachment had been properly authorized, shall apply.

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