

POLE ATTACHMENT TARIFF

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Filed pursuant to Orders dated February 25, 2015 and September 7, 2016 in Case Nos. 13-579-AU-ORD and 15-975-EL-ATA, respectively

before

The Public Utilities Commission of Ohio

Issued by: Steven E. Strah, President

Effective: April 12, 2017

POLE ATTACHMENT TARIFF

APPLICABILITY:

This rate is available to any person or entity other than a public utility within the Company's service territory who shall contract for a specified number of pole attachments or contacts, subject to the specific conditions set forth in the General Rules and Regulations Concerning Pole Attachments. Attachments under this tariff shall be made pursuant to 4901:1-3, Ohio Administrative Code.

Overhead contact service shall consist of providing the opportunity to any person or entity other than a public utility to attach or contact, or to reserve the right to attach or contact, communication cable facilities to poles owned by the Company for the purpose of routing cables required for the transmission of information or signals.

Underground occupancy service shall consist of providing the opportunity to any person or entity other than a public utility to utilize the Company's trenches jointly for the purpose stated above.

RATE SCHEDULE:

OVERHEAD CONTACT SERVICE

ANNUAL NET RATE (per each pole contact or attachment):

\$9.53 per one foot of usable space

The Company will only file to adjust pole attachment rates once in a given calendar year period, unless otherwise required by law. The rates will become effective within sixty days unless otherwise ordered by the Commission.

UNDERGROUND OCCUPANCY SERVICE

ONE TIME CHARGE (underground trench occupancy):

- | | |
|---|----------|
| (1) Main line trench, per each foot jointly occupied, not to exceed | \$ 1.99 |
| (2) Service trench, if requested, per each service, not to exceed | \$136.00 |

The charge for underground occupancy service shall be made prior to the actual installation of cable facilities within Company trenches and shall cover the entire period of occupancy of the trench. Nonpayment of any such charge when due shall constitute a default. Upon default, the Company will install its cable and the customer will lose any right to joint occupancy in that particular trench.

INITIAL CHARGE:

A one-time application fee of \$5.00 will be made for each pole contact reserved during the term of the contact.

TERMS OF PAYMENT:

The annual rental amount is due and payable within a period of fourteen (14) days after the commencement of each rental year and shall be based on all contacts and attachments or pole space reserved at any time during the rental period. After thirty (30) days a service charge of one and one-half percent (1½%) per month on the unpaid balance for an annual rate of eighteen percent (18%) shall be assessed by the Company on overdue bills. Any and all other bills, including make ready work, are due and payable within twenty-one (21) days of receipt. The twenty-one day period to accept a valid estimate for make ready work and make payment will be held in abeyance pending resolution of any dispute or inquiry. After twenty-one (21) days, a service charge of one and one-half percent (1½%) per month on the unpaid balance for an annual rate of eighteen percent (18%) shall be assessed by the Company on overdue bills.

POLE ATTACHMENT TARIFF

Pro rata credit will not be allowed for attachments removed during the course of the rental year, nor will pro rata credit be allowed for poles reserved and not utilized.

TERMS OF CONTRACT:

The term of contract shall be for a minimum period of twelve (12) months from the date of application with self-renewal periods of twelve (12) months each. Either party shall give at least sixty (60) days written notice prior to termination at the end of any contract period.

SPECIAL RULES:

- (1) Service shall be supplied in accordance with the Company's Rules and Regulations Concerning Pole Attachments as currently on file with the Public Utilities Commission of Ohio.
- (2) The customer, if required to forward a report to the local municipalities which it services, shall simultaneously mail a copy of such report to the Company. The report will be used to verify any previously submitted statements, and, adjustments, if any, shall be made to correct any inconsistencies between previous statements and the information contained in this report to local municipalities. Any adjustments shall be made within twenty (20) days after receipt of the report by the Company.
- (3) The Company shall provide all attaching entities no less than sixty days written notice prior to:
 - (a) Removal of facilities or termination of any service to those facilities;
 - (b) Any increase in pole attachment rates; or
 - (c) Any modification of facilities other than routine maintenance or modification in response to emergencies.Within fifteen days of such notice an attaching entity may file with the commission a petition for temporary stay of the action contained in a notice.

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**GENERAL SERVICE RULES AND
REGULATIONS CONCERNING POLE ATTACHMENTS**

DEFINITIONS:

- (1) The following words, when used in these Rules and Regulations, shall have the following meaning unless otherwise clearly apparent from the context:
 - (a) "attachments" shall mean any aerial cables, wires, racks, messengers, guy cables or similar device, and any associated appliances attached to any pole, duct, conduit, or right-of-way owned or controlled by the Company, for purposes of routing of cables.
 - (b) "customer" shall mean any person or entity other than a public utility authorized to own, operate, or control cable communication facilities.
 - (c) "cable communication facilities" shall mean cables used primarily for transmission of signals which convey information, including but not limited to CATV companies, private communication systems, and security systems.
 - (d) "Company" shall mean The Toledo Edison Company.
 - (e) "contacts" shall mean the actual physical connection of a customer attachment, as well as the right to reserve space on Company property necessary to make an attachment, whether or not any physical attachment is made.
 - (f) "overhead contact service" shall mean providing a customer the opportunity to attach or contact, or to reserve the right to attach or contact, cable communication facilities to poles owned by the Company, for the purpose of routing cables required by the customer to distribute its services.
 - (g) "underground occupancy service" shall mean providing a customer the opportunity to jointly use the Company's trenches for the purpose of routing cables required by the customer to distribute its services.

LIMITATION:

- (2) The Company may deny an attaching entity access to its poles, ducts, conduits, or rights-of-way, on a nondiscriminatory basis where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes. Overhead service or underground occupancy service shall be available only to any person or entity other than a public utility as defined by Ohio Revised Code 4905.02.

APPLICATION FOR ATTACHMENT:

- (3) A customer shall make written application in the form and manner prescribed by the Company, for the right to reserve pole space or for permission to install attachments upon any pole of the Company, specifying the location of each pole in question, the character of its proposed attachments, and the amount and location of space desired. The application process shall be consistent with the rights and obligations set forth in 4901:1-3-03(B)(1) and (2), Ohio Administrative Code.

A customer shall make written application for the right to reserve trench space or for permission to share jointly in Company trenches. The Company shall notify the applicant in writing whether or not it is willing to permit joint use of trenches and, if so, under what conditions.

CUSTOMER ATTACHMENTS:

- (4) All attachments on Company poles are to be placed in a manner satisfactory to the Company and so as not to interfere with the present or any future use of its poles or wires. All attachments shall be installed and at all times repaired and maintained by the customer at its own expense so as to comply, at a minimum, with the National Electric Safety Code and other applicable regulations or codes promulgated by state, local or other governmental authority having jurisdiction over pole attachments by customers.

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**GENERAL SERVICE RULES AND
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(continued)

SAFETY:

- (5) The customer at its own expense shall take any necessary precautions by the installation of protective equipment or other means, to protect all persons and property against injury or damage occurring by reason of customer's attachments on the Company's poles or its cable located within the Company's trenches. The customer shall immediately report to the Company the occurrences of any damages to Company facilities and shall reimburse the Company for its expenses in making repairs to such facilities.

NEW OR REPLACEMENT POLES:

- (6) The customer shall bear the cost of any extra height or strength needed solely to accommodate cable communication facilities on new or replacement poles installed for Company purposes.
- (7) In the event that the Company for its own purposes desires to install a new pole where none previously existed, or to replace an existing pole to which the customer has made an attachment and because of the customer's planned joint use of such pole it is necessary either because of the customer's request or because of applicable codes or regulations for the pole to be taller or stronger than necessary to accommodate the Company's own attachments or those of any other person, partnership, corporation or other legal entity planning to use the pole, the cost of any extra height or strength shall be paid to the Company by the customer.
- (8) Where a new pole is installed to replace an existing pole solely to adequately provide for attachments which the customer proposes to place on the new pole, the customer agrees to pay the Company the cost of removing the existing pole, the cost of the new pole, and the cost of erecting the new pole, minus the salvage value of the removed pole. The customer shall also pay the cost of removing all attachments of any other owners from the existing pole and re-establishing the same or like attachments on the newly installed pole.

REPLACEMENT OF EXISTING POLE:

- (9) If the Company desires to replace an existing pole to which the customer has made an attachment, the Company shall notify the customer in writing of such intention. The customer shall reply within a ten (10) day period as to whether or not it intends to transfer the attachment to the Company's new pole. The customer shall relocate its facilities at its own expense concurrently with the Company's work. In the event that the customer fails to complete its work concurrently with the Company's, the Company may complete the customer's work and bill the customer for any additional costs incurred.

REARRANGEMENT OF ATTACHMENTS:

- (10) If the customer's proposed attachments can be accommodated on existing poles by rearranging the facilities of others thereon who will agree to such rearrangement, then notices to the third parties shall be made consistent with 4901:1-3, Ohio Administrative Code, and shall not relieve the customer from making proper application to the Company. The customer shall notify the Company before providing any additional guying so that a Company representative may be present. Any additional guying required by reason of the attachments of the customer shall be provided at the expense of the customer and to the Company's satisfaction in a prompt and expeditious manner.

UNDERGROUND OCCUPANCY SERVICE:

- (11) In the event that the customer is granted permission to share jointly in the use of Company trenches, the customer's cable shall be random laid in the trenches of the Company in a manner satisfactory to the Company so as not to interfere with any present or future use which the Company may desire to make of the trenches or facilities contained therein. The Company shall be the sole judge as to the requirements for the present or future use of its own installations and equipment and of any interference with its facilities. All cable shall be installed and maintained and repaired at all times by the customer at its own expense so as to comply with the National Electric Safety Code and applicable regulations or codes promulgated by state, local or other governmental authority having jurisdiction. When any repairs or new connections of the customer's underground cables necessitate the customer opening a jointly occupied trench, the customer shall notify the Company in advance of the time and place of such work. The customer shall employ only experienced competent persons to do such work and the customer shall take all necessary precautions to avoid damaging the Company's cable and facilities. The customer shall immediately report to the Company any occurrences of damage to Company facilities and agrees to reimburse the Company for its expense in making repairs to such facilities.

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**GENERAL SERVICE RULES AND
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(continued)

TIMELY INSTALLATION OF UNDERGROUND CABLE:

- (12) As to those locations where notice of the customer's desire for underground occupancy service is received, the Company shall advise the customer when trench space will be open and available for communication cable installation. The customer shall lay its cable in the trenches at its own expense, concurrently with the Company's own installations. If the customer fails to complete installation concurrently with the Company's, it shall have no right to make any further installation in the trenches and the Company may proceed to fill them.

INSPECTION OF FACILITIES BY COMPANY:

- (13) The Company reserves the right to inspect each new installation of the customer and to make reasonable periodic inspections, semiannually or more often as conditions may warrant, and the customer shall, on demand, reimburse the Company for the expense of such inspections. The right to make such inspections and any inspection made shall not impose any obligation or liability on the Company nor shall it relieve the customer of any responsibility, obligation, or liability assumed under this tariff.

UNAUTHORIZED CONNECTION:

- (14) If any connection or contact is made to Company property and not properly applied for, reported to, or paid for under terms set forth, the Company shall have the right to:
- (a) impose a charge for each year of unauthorized attachment or contact as an unauthorized rental fee. Such unauthorized rental fee shall consist of the proper amount due and payable based on current rates, an unauthorized contact fee of ten percent (10%) of the amount due, and any amounts not collected as a result of understated billings for the previous thirty-six (36) months;
 - (b) deny permission for any additional contacts to be made by the customer until unauthorized rental fee and all amounts due are tendered to the Company; and
 - (c) upon sixty (60) days' written notice, disconnect, remove, replace or relocate any unauthorized connection or contact at the expense of the customer and without liability to the Company.

INTERFERENCE WITH COMPANY OPERATION OR MAINTENANCE:

- (15) Whenever the Company notifies the customer that the attachments or cables interfere with the operation or maintenance of equipment, whether of the Company or others, constitute a hazard to the service rendered whether by the Company or others, or that the customer fails to comply with applicable codes or regulations, the customer shall within ten (10) days after the date of such notice, remove, rearrange or change its attachments or cables as directed by the Company. In case of emergency, the Company reserves the right, but shall not be legally obligated, to remove, replace or relocate the customer's attachments or cables at customer's expense without notice, and no liability therefor shall be incurred by the Company because of such action.

WORK AGREEMENTS:

- (16) If a party obligated under these Rules and Regulations to perform certain work at its own expense desires another party to do such work, and it is mutually agreeable, then work shall be done by the other at the sole expense of the party originally obligated. The Company shall have the right to require a deposit in advance from the customer to cover the estimated cost of any work, to which the Company may be put pursuant to these Rules and Regulations. All poles of the Company to which attachments are made and items incident thereto shall remain the sole property of the Company, regardless of any payment or contribution made by the customer. Bills for expenses so incurred shall be due and payable within ten (10) days after presentation.

**GENERAL SERVICE RULES AND
REGULATIONS CONCERNING POLE ATTACHMENTS**
(continued)

LIABILITY:

- (17) The Company shall not be liable for any loss or damage to customer attachments or cables nor for any interruption to, or failure of, service rendered by the customer in which the attachments or cables are used. The customer shall defend, indemnify and hold the Company harmless from any and all actions, claims, demands, liabilities, loss, damage or expense of any kind whether or not due in whole or in part to any act, omission or negligence of the Company, its agents or employees, which the Company may incur by reason of bodily injury including death to any person or persons, whether or not third parties; damage to, or loss of any property including loss of use thereof, whether or not belonging to third parties; interruption in, or interference with, any service or TV reception to customer's subscribers; any other claim or demand of whatsoever nature, not limited to the foregoing, arising out of or in any way connected with, the customer's facilities installed, maintained, or to be installed or which the Company may incur in connection with litigation, whether direct or incidental, including attorney's fees, investigation or other related expenses and any suit instituted to enforce this obligation as stated.

INSURANCE COVERAGE REQUIRED:

- (18) The customer shall obtain and maintain in effect at all times during the joint use of poles or trenches hereunder policies of insurance with insurance carriers satisfactory to the Company as follows:
- (a) Public liability insurance for itself in an amount not less than \$500,000 for any one person and, subject to the same limit for any one person, in an amount not less than \$1,000,000 for any one occurrence.
 - (b) Property damage liability insurance for itself in an amount not less than \$500,000 for any one occurrence and, subject to the same limit for any one occurrence, in an aggregate amount not less than \$500,000.
 - (c) Contract liability insurance to cover the liability assumed by the customer under the Statement of Indemnity set forth in paragraph 17 hereof, subject to the policy limits set forth in (a) and (b) above.

CERTIFICATE OF INSURANCE:

- (19) Prior to making attachment to the Company's poles or installing cable in the Company's trenches, the customer shall furnish to the Company two copies of a certificate, from an insurance carrier acceptable to the Company, stating that policies of insurance have been issued by it to the customer providing for the necessary insurance and that such policies are in force. Such certificate shall state that the insurance carrier will give the Company fifteen (15) days' prior written notice of any cancellation of, or material change in, such policies. The certificate shall also quote in full the Statement of Indemnity set forth above in paragraph 18 as evidence of the type of contractual liability coverage furnished. If the certificate recites that it is subject to any exceptions contained in the policy or policies of insurance, the exceptions shall be stated in full within the certificate and the customer may be required before starting work to obtain policies of insurance which are not subject to any exceptions which the Company finds objectionable.

THE COMPANY'S RIGHT TO DISCONNECT:

- (20) The Company reserves the right upon sixty (60) days' written notice to the customer to discontinue the use of, remove, replace or change the location of any of its own facilities regardless of any joint occupancy by the customer and without liability to the customer or its subscribers. Customer shall change, remove, or transfer any of its attachments as shall be required by such Company action at its own cost. If the Company abandons the use of any location, the customer shall move its facilities at its own election or if required to do so by the Company. If the Company must relocate an overhead line, or by reason of road work or other cause is required to put an overhead line underground and the customer has attachments on the poles involved, or if the Company must relocate an underground line in a trench location jointly occupied by the customer, the customer shall remove its facilities and transfer any of its attachments to the new location at its own expense and coordinate such move with the timing of the Company's activity. Where a new trench is required for joint occupancy of the relocated underground facilities, the customer shall pay the same fees and charges as for a new installation and these Rules and Regulations shall apply as for an original installation.

**GENERAL SERVICE RULES AND
REGULATIONS CONCERNING POLE ATTACHMENTS**
(continued)

ABANDONMENT BY CUSTOMER:

- (21) The customer may at any time abandon the use of a jointly used pole or trench by giving written notice of the fact to the Company. In the event of such abandonment, the customer shall remove all of its attachments from poles and, at the Company's option, shall remove its abandoned underground cable. All rental obligations related to such abandoned facilities shall cease at the end of the applicable rental period.

QUITCLAIM:

- (22) The Company under the terms of these Rules and Regulations quitclaims to the customer the right to make the attachments which are authorized hereunder, only to the extent of the Company's right under any easements, licenses or franchises, provided that the Company accepts and reserves all right, title and interest held for existing or future facilities. In no event shall the above quitclaim be effective if it forfeits or prejudices the Company's right, title or interest. The Company does not grant, represent or warrant that it has any franchise, easement, license or other right to maintain poles to which attachments are made or authority for the installation, maintenance and use of the customer's underground cable, or to grant or permit the attachment rights covered by these Rules and Regulations. The Company does not grant any easements, rights-of-way or franchises for the construction and maintenance of customer attachments or trench occupancy. Where necessary, the customer shall, at its own expense, secure any right, license, easement or permit from any governmental body, authority, property owner, or other person which may be required for the construction or maintenance of attachments or underground cables of the customer. The customer shall indemnify and hold harmless the Company from any and all claims, including the expenses incurred by the Company to defend itself against such claims resulting from or arising out of any claim by others that the customer does not have any right to make and maintain its attachments or underground cables, or by reason of the failure of the customer to secure such right, license, permit or easement for the construction or maintenance of its attachments or cables.

OTHER RIGHTS NOT EXTINGUISHED:

- (23) By contract or special arrangement, the Company in some instances has granted in the past, and expressly reserves the right to continue to grant in the future to other parties not subject to these Rules and Regulations any and all privileges to use its poles or trenches. The attachment and occupancy Rules and Regulations contained herein shall at all times be subject to such contracts and arrangements with other parties.

FAILURE TO COMPLY:

- (24) If the customer fails to comply with any provision of these Rules and Regulations or defaults in the performance of any of its obligations under them and fails within sixty (60) days after written notice from the Company to correct such default or noncompliance, the Company may, at its option, immediately terminate the applicable service and remove the customer's attachments or cables at the customer's expense, and no liability therefor shall be incurred by the Company because of such action.

AREA SERVED JOINTLY:

- (25) The geographical area covered by these Rules and Regulations shall be the area in which both the Company and the customer are franchised or are otherwise legally permitted to operate. This area may be extended or otherwise modified as additional franchises or rights to operate are granted by governmental authority.

FAILURE TO ENFORCE NOT A WAIVER:

- (26) Failure to enforce or insist upon compliance with any of the terms or conditions of these Rules and Regulations 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.

**GENERAL SERVICE RULES AND
REGULATIONS CONCERNING POLE ATTACHMENTS**
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ASSIGNABILITY:

- (27) The terms and conditions of these Rules and Regulations shall be binding upon and inure to the benefit of the parties subject to them, their respective successors and/or assigns. The customer shall not assign, transfer, or mortgage any of the rights herein without the written consent of the Company.

NOTICE:

- (28) Any notice given under this tariff by the customer to the Company shall be directed to the attention of The Toledo Edison Company, Edison Plaza, 300 Madison Avenue, Toledo, Ohio 43652.

AVAILABILITY OF RULES AND REGULATIONS:

- (29) The Company will furnish a copy of the application, rate, and General Service Rules and Regulations Concerning Pole Attachments to such customers upon written request.