

Licensee from time to time for said purpose. Licensor shall acknowledge receipt of such notice of removal by signing and returning a copy thereof to Licensee.

2. If Licensor determines that any said attachment space requested by Licensee is suitable and available, without necessity for altering or relocating any of Licensor's property or equipment, Licensor shall approve and return the application and permit form to Licensee showing the estimated cost to be zero. Upon receiving such approved application and permit form, but not sooner, Licensee shall have the right to attach and use such of Licensee's equipment as described in such application upon such poles or anchor rods as approved by said permit.

3. If Licensor determines that Licensor desires to make available any said attachment space requested by Licensee, but that alteration or relocation of Licensor's equipment or replacement of one or more of Licensor's poles will be necessary to provide the attachment space requested by Licensee, Licensor shall return to Licensee duplicate copies of the application and permit form (and such additional copies as the parties may agree) showing the estimated cost of the necessary alteration, relocation or replacement work; if Licensee accepts Licensor's said estimated cost, a copy of the application and permit form shall be approved by Licensee and returned to Licensor, and Licensee shall reimburse Licensor for its actual cost upon notice from Licensor of completion of such work. If equipment of any Other User is attached to any Licensor pole or anchor rod to which Licensee desires to make any said attachment, Licensee shall notify said Other User of Licensee's desire to make said attachment, and if consent of said Other User is obtained in addition to the Licensor approvals required hereunder, Licensee shall reimburse said Other User for the cost, if any, of altering or relocating said Other User's equipment or transferring same to a new pole or anchor rod.

4. Licensor's approval of any Licensee application for attachment of Licensee's equipment upon a specific pole or anchor rod, under the provisions of this Article III, shall not authorize or permit Licensee to make an additional attachment upon said pole or anchor rod without first making additional application therefor and receiving Licensor's permission; nor shall Licensee change the position of any said attached equipment, or make any replacements thereof of substantially different size or character, without Licensor's prior written approval, except, in cases of emergency, when oral permission shall have been obtained from Licensor's authorized representative which subsequently shall be confirmed in writing. The provisions hereof shall not restrict the attachment or removal from time to time of Licensee's individual customer service lines or drop wires to or from Licensor's poles to which Licensee has previously been authorized to make an attachment.

5. Licensee shall not move, alter, or disturb any equipment owned by Licensor or any Other User.

6. In the event Licensor determines that rearrangement of its equipment on any of Licensor's poles, or replacement or relocation of any said pole, is necessary to provide adequate separation from wires, cables or other equipment of Licensee crossing beneath Licensor's conductors or equipment but not attached to Licensor's poles supporting Licensor's said equipment, Licensee shall reimburse Licensor for the cost of all work necessary to provide such adequate separation; in the event replacement of a Licensor pole with another pole is necessary by reason of such condition, such reimbursement shall include (i) the value of the unexpired service life of the existing pole, plus cost of removing same less salvage value, if any, (ii) incremental cost, if any, of the new pole, and (iii) cost of removal of Licensor's equipment from the existing pole and installing same on the new pole; in the event equipment owned by any Other User is attached to any said Licensor pole, Licensee shall reimburse said Other User for the cost of adjusting or relocating said equipment or transferring the same to Licensor's new pole in order to provide the above-said adequate separation from wires, cables or other equipment of Licensee.

7. Upon receipt by Licensor, prior to commencement of work, of applications from two or more separate applicants for attachment space, including Licensee's application, which Licensor determines will involve rearrangement or replacement of Licensor's facilities as provided herein to provide the requested attachment space, Licensor will prorate between Licensee and the

other applicants the expenses of said rearrangement and/or replacement, and also the cost of processing the multiple applications. Licensee shall be bound by Licensor's determination as to any such proration of costs to Licensee.

#### ARTICLE IV

##### INSTALLATION AND MAINTENANCE OF ATTACHMENTS AND POLES

1. The exact location of any Licensee attachment hereunder shall be subject to the approval of Licensor, and shall conform to the specifications under Article II hereof. In the event Licensor and Licensee shall agree that a field inspection or survey should be made to determine attachment locations or to resolve mutual problems, such inspection or survey shall be made at a time agreed upon by representatives of Licensor and Licensee, and, if desired by any Other User, its representative may be present. Licensor and Licensee shall each bear the cost of their respective employees participating in such inspections or surveys. Licensor may inspect each new attachment by Licensee on Licensor's poles or Licensee equipment installation in the vicinity of Licensor's lines, and Licensor may make periodic inspections of the condition of Licensee's entire plant. Such inspections shall not relieve Licensee of any responsibility, obligation or liability of Licensee under this Agreement.

2. Licensee shall at Licensee's expense place one or more guy wires necessary to sustain any unbalanced load of any Licensee attachment hereunder. Licensee may attach its guy wires to existing anchor rods of Licensor if, in the judgment of Licensor, the existing anchor rods have sufficient holding power for the combined loads of the guy wires of Licensor, Licensee or Other Users. Each such attachment of a guy wire to Licensor's anchor rod shall be made with an approved anchor rod clamp installed and owned by Licensee. Guying for Licensee's equipment shall have safety factors as required by the National Electrical Safety Code. Licensee's cables or other equipment shall be installed on the same side of a pole as any of Licensor's low voltage supply conductors thereon, and, in the event a pole is used by any Other User, Licensee's equipment shall be on the same side of the pole as said Other User's low voltage or communications lines, except when installation on a different side of a pole is approved in writing by Licensor. Licensee's attachments shall be made in a manner to provide adequate climbing space for workmen of Licensor and Other Users.

3. To provide adequate climbing space on Licensor's poles for employees of Licensor and Joint Users, and to reduce possibility of damage to Licensee's equipment, wherever practicable Licensee shall attach each of Licensee's drop wires or cables, which serves an individual customer or subscriber, to a point on Licensee's main cable or its supporting cable strand approximately two feet from a pole of Licensor to which any said cable or cable strand is attached.

4. In the interest of pole plant appearance, and to promote public acceptance of additional overhead construction, aesthetic needs shall be an important consideration in Licensor approval of design and location of Licensee equipment to be attached hereunder.

5. Upon written notice from Licensor, Licensee shall remove, relocate or replace its equipment located upon Licensor's poles or anchor rods, or transfer the same to other poles or anchor rods, or perform any other work in connection with said equipment that may be requested by Licensor, at Licensee's sole risk and expense. In cases of emergency affecting or threatening to affect the operation of Licensor's lines and equipment, Licensee shall respond promptly at any hour of day or night at the request of Licensor to make necessary repairs or relocation of Licensee's facilities, utilizing competent personnel and adequate equipment.

6. Licensor reserves the right to install, maintain and remove its poles and to operate its facilities thereon in such manner as will best enable Licensor to fulfill its service requirements. Licensor shall not be liable to Licensee for any interruption to the service of Licensee or for interference with the operation of or for damage to Licensee's property arising in any manner whatsoever.

7. Licensee shall, at its sole risk and expense, maintain all of its equipment attached hereunder in safe condition and in good repair.

8. All tree trimming required on account of Licensee's equipment attachments shall be done by Licensee at its sole risk and expense and in a manner satisfactory to Licensor and to Other Users who maintain equipment located upon the applicable pole or poles.

9. If Licensee should desire the location of its facilities upon any public thoroughfare or other public or private property in the conduct of its business in territory served by Licensor, and if Licensor has an inadequate number of poles in place to fulfill Licensee's requirements, Licensee shall notify Licensor of Licensee's need for such pole facilities in such locations and Licensor may determine whether it wishes to place poles in such locations for Licensee's requirements. If Licensor so elects, Licensor may erect poles in such locations adequate to meet the service requirements of both Licensee and Licensor, and Licensee shall thereupon make application for permission to attach its equipment thereon as provided in this Agreement. If neither Licensor nor any Joint User elects to erect pole facilities to accommodate Licensee in such locations, Licensee may erect poles in such locations for its use.

10. In order to keep the number of poles on public thoroughfares and elsewhere to a practicable minimum, Licensee agrees not to erect any poles in or near any location of Licensor without consent of Licensor.

11. Nothing in this Agreement shall be construed to obligate Licensor to grant Licensee permission to make attachments to any particular Licensor pole or anchor rod. If such permission is refused, Licensee, subject to other applicable provisions of this Agreement, is free to make other arrangements to provide for Licensee's facilities at the location in question.

12. In the event Licensor requires Licensee to remove any of Licensee's equipment attached hereunder, such removal shall be made, except as otherwise specifically provided herein, within thirty (30) days following the giving of notice by Licensor to Licensee to so remove. Upon failure of Licensee to remove such equipment within said thirty (30) day period or as otherwise required, Licensor may remove the same and charge all costs associated with such removal to Licensee.

13. Should Licensor, pursuant to this Agreement, remove Licensee's facilities from Licensor's poles, Licensor will deliver to Licensee the equipment so removed upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due Licensor or any Other User hereunder. Licensor is hereby given a lien, subordinate to any purchase money or financing lien in connection with the construction, reconstruction, attachment or extension of Licensee's equipment hereunder, with power of public or private sale, to cover any amounts due Licensor under the provisions of this Agreement. Such liens shall not operate to prevent Licensor from pursuing, at its option, any other remedy in law, equity or otherwise, including any other remedy provided for in this Agreement.

14. Licensor agrees that at such time as engineering plans may be made by Licensor for the construction of Licensor's poles in newly developed or developing areas, Licensor will inform Licensee of Licensor's plans for location of said additional poles in order to give Licensee an opportunity to request attachment space on such poles. If Licensee does not request attachment space, the dimensions of such poles may be established by Licensor without consideration for possible future attachments of equipment by Licensee. If Licensee requests attachment space on such poles, the poles will be installed with sufficient height to accommodate Licensee's requested attachment space. Annual rental charges hereunder to be paid Licensor by Licensee for each such pole shall begin upon the date Licensor notifies Licensee that such poles have been installed and shall continue for a period of not less than ten (10) years regardless of when or whether Licensee makes attachment of equipment to such poles or removes equipment therefrom. This provision shall survive termination of this Agreement with respect to all obligations undertaken herein.

15. At such time as Licensor may remove its equipment from any of Licensor's poles on which Licensee's equipment is attached, and Licensor

determines that Licensor has no further need for such pole, Licensor may offer Licensee the opportunity to purchase such pole at a price to be negotiated, subject to any prior rights of Other Users to purchase any such pole. If Licensor transfers ownership of any such pole to any person, firm or corporation other than Licensee, Licensee shall thereafter be responsible to said new pole owner for Licensee's equipment attached to said pole. If any such pole being abandoned by Licensor is not sold to others, and if Licensee does not accept Licensor's offer to sell said pole to Licensee within thirty (30) days from and after Licensee receipt of said offer, Licensor may require removal of Licensee's equipment therefrom to permit physical removal of the pole. If, under such circumstances, Licensee fails to remove its equipment, Licensor may, without liability to Licensee, remove Licensee's equipment and bill Licensee for such cost.

16. To obtain electric service to facilities of Licensee, which service shall be at Licensee's cost, service entrance equipment at each point of delivery shall be installed by Licensee in conformance with requirements of Licensor. Licensor will provide facilities to provide said electric service to Licensee and will make connection to conductors provided by Licensee as required by Licensor. If Licensor determines that metering equipment is needed to measure the amount of power and energy used by Licensee at any point of delivery, Licensor shall provide such metering equipment. Licensor reserves the right to change a delivery point or relocate a meter installation when deemed necessary by Licensor.

## ARTICLE V

### RIGHTS OF WAY AND LEGAL AUTHORITY

1. Before making any attachment hereunder, Licensee shall submit evidence satisfactory to Licensor of Licensee's authority to erect and maintain Licensee's facilities within public streets, highways, and other thoroughfares where the applicable poles and anchor rods are located, and shall secure any necessary license, permit, or consent from federal, state or municipal authorities now or hereafter required to construct and maintain such facilities at such locations.

2. In the event any federal, state or municipal authority forbids Licensee use of any Licensor pole or anchor rod, or in the event any said authority shall have or assume jurisdiction or control over the amount of rental rates or of any other provision of this Agreement, Licensor shall at any time have the right to immediately terminate this Agreement by notice thereof to Licensee and Licensee shall forthwith remove its equipment from Licensor's poles and anchor rods.

## ARTICLE VI

### RENTALS

1. Licensee shall pay to Licensor, for attachment made to Licensor's poles under this Agreement, a rental at the rate of Five Dollars (\$5.00) per pole per year on which is located one or more Licensee attachments, and for guy wire attachments to Licensor's anchor rods, Licensee shall pay to Licensor a rental at the rate of One Dollar (\$1.00) per anchor rod per year on which is located one or more Licensee attachments. Said rentals shall be paid semiannually in advance on the first day of April and the first day of October each year during which this Agreement is in effect, based on the number of poles and anchor rods to which Licensee equipment is attached on the first day of the immediately preceding March and the first day of the immediately preceding September, respectively. As a prorated rental to be paid by Licensee to Licensor for pole and anchor rod attachments made by Licensee between inventory dates provided hereunder, Licensee, in addition to the rental provided above, shall also pay to Licensor on the first of April and on the first of October each year, one-fourth (1/4) the annual rental rate multiplied by the increase, if any, in number of Licensee attachments to Licensor poles and/or anchor rods made during the six-month period preceding March 1 and September 1, respectively. Furthermore, each new pole which has been installed by Licensor upon request of Licensee under Article I, section 5, hereof, or under Article IV, section 14, hereof, shall be considered as having Licensee's equipment attached thereto beginning with the

date upon which Licensor notified Licensee that said pole was available for an attachment, and rental payments shall continue for a minimum of ten (10) years regardless of when or whether Licensee attaches Licensee's equipment thereto or removes its equipment therefrom, except if Licensor orders and instructs Licensee to remove Licensee's equipment from said pole, in which event the rental period shall be considered as terminated upon the date of said removal.

2. If, upon inspection by Licensor, any attachment of Licensee's equipment to Licensor's poles or anchor rods is discovered which has not been authorized by Licensor under this Agreement, Licensor may at its option (i) bill Licensee for back rental for a period of five (5) years or from and after the date of this Agreement, whichever is the lesser, and (ii) either order the immediate removal of said attachment or approve said attachment upon proper application therefor by Licensee.

3. At intervals of not less than two (2) years, either party hereto may request the other party to meet and discuss increases or decreases in rental rates herein.

## ARTICLE VII

### INDEMNITY AND INSURANCE

1. Licensee shall indemnify, protect, and hold harmless Licensor 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 either party hereto, 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 Licensee's equipment, or by the proximity of the respective cables, wires, apparatus and other property and equipment of the parties hereto, or arising out of any act or omission or alleged act or omission of Licensee, including any claims and demands of customers of Licensee or others, and irrespective of any fault, failure, negligence or alleged negligence on the part of Licensor. This provision shall survive termination of this Agreement with respect to all obligations undertaken herein.

2. Licensee shall carry insurance, at its sole cost and expense, to protect the parties hereto from and against any and all above-said claims and demands and from and against any and all actions, judgments, costs, expenses, and liabilities of every name and nature which may arise or result, directly or indirectly from or by reason of the acts or omissions of Licensee hereunder and irrespective of any fault, failure, negligence, or alleged negligence on the part of Licensor. The amounts of such insurance against liability due to personal injury to or death of persons shall be \$1,000,000. The amounts of such insurance against liability due to property damage shall be \$500,000. Licensee shall also carry such insurance as will fully protect both it and Licensor from all claims under any Workmen's Compensation Laws that may be applicable.

3. All insurance required hereunder shall remain in force during the term of this Agreement. The company or companies issuing such insurance shall be approved by Licensor, and Licensor shall be named as an additional insured in each of such policies. Licensee shall submit to Licensor certificates by each such company to the effect that it has insured Licensor and Licensee against the liabilities under this Agreement and that it will not cancel or change any said policy of insurance except after thirty (30) days' notice in writing to Licensor, and, on request, shall submit to Licensor any such policies of insurance for Licensor's approval. Licensee shall promptly notify Licensor in writing of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner by, or directly or indirectly associated with, the installation, maintenance, presence, use or removal of Licensee's equipment. Copies of all accident or other reports made to any insurer by Licensee shall be furnished to Licensor.

4. Licensee shall furnish to Licensor bond or satisfactory evidence of contractual insurance coverage in the amount of \$100,000 for each year that this Agreement remains in effect to guarantee the payment of any sums which may become due to Licensor from Licensee hereunder, including rentals and work performed by Licensor for the benefit of Licensee under this Agreement. Such bond or contractual insurance coverage shall be modified, either upward or downward, at any time upon reasonable request of Licensor.

5. Licensee shall exercise special precautions to avoid damage to facilities of Licensor and of Other Users, and Licensee hereby assumes all responsibility for any and all loss for such damage. Licensee shall make an immediate report to Licensor of the occurrence of any such damage and shall reimburse Licensor for Licensor's expense incurred in making repairs of such damage.

## ARTICLE VIII

### GENERAL

1. Licensee shall indemnify, protect, and hold harmless Licensor from and against any and all claims for libel, slander, copyright or patent infringement arising by reason of any attachment by Licensee of its equipment pursuant to this Agreement.

2. Licensee shall not assign, transfer, or sublet this Agreement, or any of the privileges hereunder, without the prior written consent of Licensor.

3. No use, however extended, of Licensor's poles or anchor rods under this Agreement shall create or vest in Licensee any ownership or property right in said poles or anchor rods. Nothing herein contained shall be construed to compel Licensor to maintain any of its poles or anchor rods for a period longer than that determined by Licensor.

4. Nothing herein contained shall be construed as affecting or limiting the rights or privileges previously conferred by Licensor to others, by contract or otherwise, to use Licensor's poles or anchor rods, and Licensor shall have the right to continue to extend such rights or privileges to others.

5. Failure by Licensor to enforce or insist upon compliance with any of the provisions 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.

6. All amounts payable by Licensee to Licensor under the provisions of this Agreement shall, unless otherwise specified, be payable within thirty (30) days after presentation of bills therefor. Non-payment of any such amounts may be considered by Licensor as grounds for default of this agreement.

7. Any notice provided in this Agreement to be given by either party hereto to the other shall be in writing and may be delivered by United States Certified Mail, postage prepaid, addressed as follows:

To Licensee: Fayette Cablevision, Inc.  
P. O. Box 171  
Princeton, Missouri 64673

To Licensor: Kansas City Power & Light Company  
Route 2, Box 25  
Brunswick, Missouri 65236

## ARTICLE IX

### TERM AND TERMINATION OF AGREEMENT

1. This Agreement, if not previously terminated in accordance with the provisions hereof, shall continue in effect for a term of five (5) years and thereafter until terminated as provided herein. This Agreement may be terminated at the end of said time or at any time thereafter by either party

giving to the other party at least ninety (90) days' written notice, and upon termination hereof Licensee shall remove its equipment from Licensor's poles and anchor rods within thirty (30) days thereafter.

2. Licensee may at any time remove its equipment from any of Licensor's poles and anchor rods, but shall immediately give Licensor written notice of any such removal on the Notice of Removal form as hereinbefore provided. No credit or refund of any rental shall be allowed Licensee on account of such removal.

3. If Licensee shall fail to comply with any of the provisions of this Agreement, and shall fail within thirty (30) days after written notice from Licensor to correct such non-compliance, Licensor may, at its option, forthwith terminate this Agreement or each permit covering such poles or anchor rods as to which such non-compliance may have occurred. Licensee shall within said thirty (30) days after any said termination remove its equipment from the poles and anchor rods specified by Licensor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ATTEST:

C. Bruce Jennings  
Asst. Secretary

KANSAS CITY POWER & LIGHT COMPANY

J. J. Miller  
Vice President

LICENSOR

APPROVED:

Eric T. Swanson  
Legal Counsel

ATTEST:

Marilyn M. Hargue  
Secretary

FAYETTE CABLEVISION, INC.

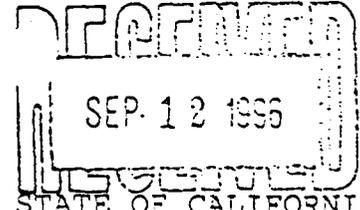
Woodrow W. Hargue  
President

LICENSEE

**EXHIBIT 15**

TRP/sid

*Case File*



BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking on the )  
Commission's Own Motion Into )  
Competition for Local Exchange )  
Service. )

R.95-04-043  
(Filed April 26, 1995)

Order Instituting Investigation )  
on the Commission's Own Motion )  
into Competition for Local Exchange )  
Service. )

I.95-04-044  
(Filed April 26, 1995)

ADMINISTRATIVE LAW JUDGE'S RULING  
SOLICITING WRITTEN COMMENTS ON RIGHTS-OF-WAY ISSUES

This ruling solicits written comments on rights-of-way-access issues as a follow-up to previous workshops in this proceeding. An initial workshop was held on April 8, 1996, addressing rights-of-way access among local exchange carriers. Workshop participants agreed that telecommunications rights-of-way issues would also impact municipal and investor-owned electric utilities, and that notice of subsequent comments and/or workshops on this issue should include notice to such utilities. A ruling was subsequently issued on May 30, 1996, setting forth the issues identified by the workshop participants regarding rights-of-way access and was served on the major investor-owned and municipal electric utilities in California.

A second June 17, 1996, workshop on rights-of-way issues was attended by representatives of municipal and investor-owned electric utilities within California in addition to participants from the previous April 8, 1996 workshop. The June 17, 1996 workshop provided participants an opportunity to discuss the issues identified in the May 30, 1996 ruling with the intent of further developing the relevant rights-of-way issues to be addressed through subsequent written comments.

*Staff Copied*  
*AGERS/DC/JC/LL/JS*  
*Consultants Copied*  
*JS/FE*

Access to rights-of-way issues were subsequently addressed in the Federal Communications Commission (FCC) rules implementing Sections 251 and 252 of the 1996 Telecommunications Act which were issued on August 8, 1996.

This ruling solicits written comments from parties (as well as investor-owned and municipal electric utilities listed in Attachment 2) regarding the issues identified in Attachment 1. These issues are based upon the previous list in the May 30, 1996, ruling with certain modifications based on input from the June 17, 1996 workshop. Parties shall also address the relevant impacts of the recently adopted FCC rules as they relate to this Commission's local competition rulemaking with respect to each listed rights of way issue. Comments shall be due on October 8, 1996. Reply comments shall be due on October 18, 1996.

IT IT RULED that:

1. Comments are solicited regarding each of the questions and issues set forth on Attachment 1. Comments shall be due by October 8, 1996, with reply comments due by October 18, 1996, and shall be served on all parties of record and on the municipal and investor-owned utilities set forth in Attachment 2.

2. This ruling shall be served on municipal and investor-owned utilities within California as set forth in Attachment 2 to provide them opportunity to file comments on the issues as set forth on the attached pages.

Dated September 10, 1996, at San Francisco, California.

/s/ THOMAS R. PULSIFER  
Thomas R. Pulsifer  
Administrative Law Judge

1 Here is a summary of the general agreement  
2 reached by AT&T and Pacific, and AT&T proposes that in  
3 some format or procedure to be agreed to, this agreement  
4 be considered for purposes of general application to all  
5 parties, to all incumbent LECs and electric utilities.

6 Here is a summary of the proposed rule as  
7 agreed to by AT&T and Pacific: "The incumbent LEC or  
8 electric utility will provide information regarding the  
9 availability of conduit or poles within 10 business days  
10 of receiving a written request, and within 20 business  
11 days, if a field-based survey of availability is required.

12 "In the event that the written request seeks  
13 information about the availability of more than 5 miles of  
14 conduit, or more than 500 poles, the incumbent LEC or  
15 electric utility shall 1) provide an initial response  
16 within 10 business days; 2) use reasonable best efforts to  
17 complete its response within 30 business days; and 3) if  
18 the incumbent LEC or electric utility is unable to  
19 complete its response within 30 days -- that is, 30  
20 business days -- or if the parties are unable to agree  
21 upon a mutually-satisfactory longer time period for  
22 response, the incumbent LEC or electric utility will hire  
23 outside contractors, at the expense of the requesting  
24 party, not to exceed the incumbent LEC or electric  
25 utility's customary charge for the same work -- provided  
26 that before proceeding with such outside hiring, the  
27 incumbent LEC or electric utility will notify the  
28 requesting party of the contractor's expected charge."

1                   that concludes that part of the agreement, and  
2 the part of the agreement that addresses time periods for  
3 responding to requests for information.

4                   Following that, the assumption is that if the  
5 incumbent LEC or electric utility provides an affirmative  
6 response to the request for space, that access will  
7 essentially be granted immediately.

8                   If, however, so-called "make-ready work" is  
9 necessary, the incumbent LEC or electric utility would  
10 complete the make-ready work at a reasonable cost within  
11 30 business days, except that if a longer time period  
12 would be required, the parties could either agree upon  
13 such longer period, or, failing that, the outside  
14 contractors would be hired by the requesting party at  
15 their expense.

**EXHIBIT 16**

**STIPULATION ON POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY**

**ACCESS TO PUBLIC AND PRIVATE RIGHTS-OF-WAY**

SWBT agrees to provide non-discriminatory access to poles, ducts, conduit systems, without regard to whether the site is located on public or private property. SWBT also agrees to provide non-discriminatory access to rights-of-way containing CEVs, huts, cabinets and similar structures provided co-location to these facilities is granted as part of this arbitration proceeding. AT&T's ability to construct, maintain, and monitor its facilities at these sites shall be no more restrictive than SWBT places on itself. Such access to these sites shall be provided by SWBT in an expeditious manner. (1) AT&T shall first attempt to obtain right-of-way directly from the property owner. (2) Where SWBT has the authority to permit access to a third party right-of-way, SWBT will not restrict AT&T's use of the right-of-way. (3) Where AT&T is not able to obtain access to a right of way under (1) or (2) above, SWBT agrees to act as AT&T's agent at AT&T's expense in any condemnation proceedings to the extent such a proceeding is required and consistent with any applicable state statutes.

Daniel C. Keating III  
AT&T Representative

10/3/96  
Date

Joseph E. Cozzano  
SWBT Representative

10/3/96  
Date

*This is item 7-c on the Commission's list.*

**DECLARATION OF CHARLES ANTHONY BOYD**

**BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D.C. 20554**

In the Matter of

Implementation of the Local Competition  
Provisions of the Telecommunications Act  
of 1996

CC Docket No. 96-98

To: The Commission

**DECLARATION OF CHARLES ANTHONY BOYD**

I declare under the penalties of perjury of the laws of the United States of America  
that the attached declaration is true and correct.



Charles Anthony Boyd

Dated: October 30, 1996

**BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D.C. 20554**

In the Matter of

Implementation of the Local Competition  
Provisions of the Telecommunications Act  
of 1996

CC Docket No. 96-98

To: The Commission

**DECLARATION OF CHARLES ANTHONY BOYD**

I, Charles Anthony Boyd, do hereby state:

1. I am State Engineer for TCI Cablevision of Texas ("TCI-TX"), a member of the Texas Cable & Telecommunications Association. I have served in this position since 1989. I have worked in the cable television industry for more than 17 years.

2. In my capacity as State Engineer for TCI-TX, I have direct technical responsibility for TCI-TX's operations throughout the state of Texas, including its relationships with utility pole owners in the state. I am familiar with pole, conduits and rights-of-way matters affecting TCI-TX. In addition, I am familiar with utility support structures located in public utility rights-of-way throughout TCI-TX's service area, including the support structures of the principal electric utility serving the Dallas - Ft. Worth area, Texas Utilities Electric Company ("TU Electric"). Indeed, I have observed that TU Electric is constructing wireless telecommunications facilities on structures and rights-of-way it owns and controls.

3. Attached as Exhibits 11 and 12 to the Joint Opposition to Petitions for Reconsideration filed on behalf of the Texas Association and others, are two photographs of TU

Electric transmission structures located in the Dallas - Ft. Worth area. These photographs, which I took approximately one year ago, clearly show wireless telecommunications facilities attached to TU Electric transmission towers. I believe that these facilities, which were installed between March and September, 1995 are wireless communications facilities installed in connection with PCS PrimeCo.'s efforts to provide local telecommunications services in certain Texas markets.

4. Since the time that I took the photographs, I have personally observed TU Electric's (and PCS PrimeCo's) continued construction of wireless telecommunications facilities in and around the Dallas - Ft. Worth area.

5. In addition to the installation of wireless telecommunications on transmission towers, I understand that certain utilities have made the claim that they should be able to exclude cable television operators and other attaching parties from poles that they have labeled "transmission poles." I believe that the use of the use of this term does not accurately reflect modern pole plant configurations and the types of facilities that are attached to poles. I do not believe that the presence of a transmission circuit on a pole renders the pole unusable for communications attachment.

6. An increasingly common structure configuration in many parts of the country are pole runs comprised of fairly tall poles. At the very top of such poles, the electric utility places its primary electric transmission lines. The next facilities on such a pole are electric secondary distribution service lines. Then follows the neutral zone in which any of number of electric utility facilities can be attached, such as transformer cans, street lights, etc., with communications conductors of cable operators and telephone companies being the last

attachments on such poles (with telephone typically being the nearest to the ground). Such a configuration is illustrated in the photograph appearing at Exhibit 8.

7. I also understand that the Commission has adopted a requirement that where an electric utility plans to modify facilities, or replace existing poles, they must provide cable operators and other attaching parties with 60-days' advance notice (except in cases of emergency) of such work. I believe that this time period is reasonable and would allow TCI-TX, and other companies like it sufficient lead time to incorporate such modifications into project planning and that this notice should be maintained.

I declare under the penalty of perjury of the United States that this Declaration is true and correct.

## CERTIFICATE OF SERVICE

I, Elizabeth Johnson, certify that on this 31st day of October, 1996, I have caused to be served a copy of the foregoing via U.S. First Class Mail, postage prepaid to the following:

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