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APR 26 2010

E. C. Engborg, Jr.
Federal Communications Commission
Division Staff Manager
Office of the Secretary

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JUN 27 10 41 AM '79

CHIEF, COMMON
CARRIER BUREAU

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JUN 28 11 44 AM '79
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COMMON CARRIER
STANDARDS & SERVICE
MAIL BRANCH

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JUN 28 11 47 AM '79

New York Telephone
TARIFF DIVISION
1095 Avenue of the Americas
New York, N. Y. 10036
Phone (212) 395-5443

June 20, 1979

RECEIVED

RECEIVED JUN 29 1979

JUN 28 1979

POLE ATTACHMENT
BRANCH

Mr. Joel Fleming
First Vice President & General Manager
NewChannels Corporation
3 Northern Concourse, P.O. Box 4872
Syracuse, New York 13221

Dear Mr. Fleming:

At the outset, I wish to express my appreciation to you for meeting with us on May 16th. I believe we made considerable progress in improving our understanding of each others' problems and positions. I am convinced that most if not all of our differences are capable of being resolved during such face to face discussions. As promised, I will try to summarize below the discussions that took place. Most of the items covered were to clarify issues raised by you in your April 24th letter.

We reviewed the Outside Plant Engineering labor rate and the source of the \$42.00/hour rate. It was established that this rate was not developed for the Central Area but was instead developed for New York Telephone's Northeast Area. Further, it was only an estimated rate rather than an actual rate which would be used in billing on a Custom Work Order. We discussed further, that actual rates are developed in each Area, each month, to reflect conditions as they exist, and will fluctuate by month and by area. Therefore, the rate in question was not applicable to NewChannels' activity in the Central Area. It is recognized that these fluctuations do cause problems in estimating costs. In this connection, New York Telephone has introduced a new method of developing the labor rate which will stabilize the plant engineering rate throughout the Company for a 12 month period. In addition, we also discussed the fact that the two opinions in PSC Case 26494, specify unit cost billing for makeready, pre-survey and post survey work and that unit cost billing will be used as soon as the Commission acts upon the compliance filings made by the utilities in that proceeding. It was agreed that this discussion satisfied all outstanding questions concerning this matter.

Another item of discussion was the use of New York Telephone versus NewChannels' vehicles while performing surveys. It was pointed out that the use of your vehicle would not reduce the hourly engineering charges because the charge for motor vehicle expense is a miscellaneous loading spread over all engineering hours and therefore we do not have the ability to isolate and remove it under our existing Accounting system. Our reason for preferring the use of Telephone Company vehicles

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is in recognition of our experience that a clearly marked Telephone vehicle tends to reduce or eliminate any property owner or resident anxiety about the presence of our survey team. We agreed that a clearly marked NewChannels' vehicle would serve just as well and left it for the local people to make arrangements for use of whichever vehicle would be most convenient.

The next item discussed was the situation at pole 27/26. (Incorrectly shown as pole 27/28 in my letter of December 18, 1978.) Our records of the 1974 work order indicated that we were to move one pole mounted terminal from one side of the pole to the other. As far as we can determine this work was done. In the 1978 post construction inspection we found that NewChannels' cable was placed less than 40" from power facilities and less than 12" from the street light drip loop. It was also determined that this could be corrected most efficiently by lowering one telephone cable and terminal. Records of both utilities do not indicate any telephone or electric activity on the pole since 1974. The Licensee is responsible to place its facilities per specifications and to advise the Licensor if they can not. Unfortunately in this case, it would appear that this was not done. Situations such as this are, in many cases, difficult to precisely resolve with the passage of significant periods of time. Post construction surveys made shortly after construction would help immeasurably to resolve such issues. The New York Telephone Company proposed Tariff filing in Case 26494 provides for such expeditious treatment.

As far as billing for work not done, we reviewed the Custom Work Order (CWO) procedure as in our December 18th letter. Engineers and Construction people perform work as specified on the CWO, recording the hours expended on time sheets. The Accounting Department accumulates these hours for billing when the job is complete. Only hours charged can be billed. There is no way we can bill for work not performed.

The requirement for 12" clearance from street light drip loops was discussed. It was pointed out that the New York Telephone and Niagara Mohawk Joint Use Pole Agreement calls for use of the National Electrical Safety Code (NESC) as a construction standard. Neither company has authority to change, amend or waive this requirement. There was a misstatement in your March 13th letter, where you stated that it was Mr. Sieg's analysis that the 12" requirement was ignored. Mr. Sieg stated only that this is what you seemed to be saying. NewChannels claimed the rules were ignored initially and subsequent placements by Niagara Mohawk caused the problem. We have no indication that anyone in either company authorized or sanctioned violations of the drip loop requirement, nor do we have any indication that they were created after CATV construction. The condition at the drip loop, when found to be non-standard, must be corrected. Niagara Mohawk is planning to do this by placing a plastic sheath over the drip loops that are less than 12" from CATV instead of resorting to the more costly relocation. Regarding responsibility for this work, we believe that the guidelines per my April 5, 1979 letter represent a reasonable compromise (copy attached).

Mr. Majczak indicated that surveys in other localities revealed that the Power Company replaced facilities and thereby caused clearance problems with New York Telephone and CATV facilities. We agreed that this does occur sometimes and we all must maintain continuous vigil to preserve the safety and integrity of our plant. We do not condone violations in our plant, and we work with power companies to correct them when found. The guidelines, mentioned above, protect CATV from any undue burden if the problems were caused by others. We agreed that we should notify CATV when doing work on a pole that affects their plant. We believe this is being done but have taken steps to further reinforce this with our people.

We reviewed the summary of the results of the reinspection in the Liverpool/Salina area (New York Telephone did not charge NewChannels for its time to conduct this reinspection.) NewChannels has been given the details on a pole by pole basis and the estimated cost of work to be performed by New York Telephone (\$4100).

Liverpool-Salina Reinspection Results

Total poles inspected	2503
Non Standard Conditions	740
Salina	620
Liverpool	120

Total Work Operations

Salina	NYT	EL	CATV	TOTAL
CATV Responsible	57	128	259	444
No Charge	98	188	-	286
Total				730
Liverpool				
CATV Responsible	21	28	59	108
No Charge	15	28	-	43
Total				151

Grand Totals

CATV Responsible	552
No Charge	329
Total	<u>881</u>

You asked about two letters dated February 26, 1979 to Mr. Rogers regarding the Empire-Pioneer Systems that were pending. One of these questioned the status of corrections of violations discussed during our inspection in that area. We asked if you had all the information on specific violations that you needed and you indicated that you did. We agreed that we would work with New York State Electric & Gas Corporation in correcting violations in their plant. The other letter questioned the relationship between the inspection made by Mr. Green of New York Telephone and CWO 9860. There is no connection between the two and this will be explained in our response. We agreed that our replies are overdue and will respond as soon as possible.

You also asked about the locations we plan for the next inspection. This will probably be in the Camillus - Manlius area, but no schedule has yet been established. You asked about the status of CWO 8778 and indicated you have been waiting six (6) months for makeready work to be performed. Our investigation revealed that a letter requesting advance payment was sent to you on April 30th and payment has not been received as yet. We cannot schedule makeready work until the advance payment is received. A question was asked about New York Telephone's record of fatalities on poles. We indicated that we did not have these records with us. However, our safety procedures, which are built into all our practices and standards, keep accidents at a minimum. Street lights have proven to be a major cause of shock cases despite the low voltage operations. Therefore, extreme care must be exercised in maintaining proper clearance and adherence to grounding practices and requirements.

The meeting ended with agreement that we had addressed all items that were the subject of your April 24th letter and that understanding, if not agreement, had been attained.

Very truly yours,



Attachment

- CC: Federal Communications Commission ✓
- New York State Commission on Cable TV
- New York State Public Service Commission
- Joseph Walsh, General Manager, New York Telephone Co.

INSPECTION OF CATV ATTACHMENTSGUIDELINES FOR RESPONSIBILITIES OF THE PARTIES

- A. Where a non-standard condition exists involving CATV facilities and the condition was caused by placement of TEL or EL facilities subsequent to CATV attachment, (TEL and EL will attempt to determine if this is the case), TEL or EL and CATV will be responsible for relocating their own facilities.
- B. Where a non-standard condition exists involving CATV facilities, and the condition was caused by the placement of CATV facilities, all work necessary to correct the condition will be the responsibility of CATV.
- C. Where a non-standard condition exists with respect to TEL and EL facilities (regardless of CATV facilities), TEL and EL will correct any condition caused by them at their expense. (CATV will be responsible for relocating its own facilities, if necessary).
- D. In all cases above, where a pole replacement would not be required but for the presence of the CATV facility, CATV will be responsible for the pole replacement.