

WC 12-101

The Woodbury Telephone Company

Woodbury, Connecticut 06798



(203) 263-2121

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APR 26 2010

Federal Communications Commission
Office of the Secretary

March 14, 1983

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J. GARRY MITCHELL
President
DONALD E. PORTER
Treasurer
ADDIS W. MORGAN
Secretary

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MAR 15 1983
Dept. of Public Utility Control
State of Connecticut

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MAR 15 1983

Dept. of Public Utility Control
RATES-

Mr. Raymond P. McGannon
Acting Executive Secretary
Department of Public Utility Control
1 Central Park Plaza
New Britain, Connecticut 06501

Re: Tariff for Use of Telephone Company Public
Right-of-Way Structures For Community
Antenna Television Service

Dear Mr. McGannon:

I refer to our filing, on March 4, 1983, of the above captioned Tariff sheets and supporting documentation. We are enclosing here-with an original and ten copies of a corrected Sheet 5 of the Tariff. The new sheet corrects references in subparagraphs D (1) and D (2) of Sheet 5. The references, as corrected, are to subparagraph 3 (2) (in D (1)) and to subparagraph 3 (1) and (2) (in D (2)).

We are also enclosing proposed substitute pages 14 and 15 for the standard Agreement submitted for approval on March 4. At the suggestion of your staff, we have amended the security provisions to provide that security need not be posted until the CATV company is in default of its obligations for thirty days or more.

Very truly yours,

The Woodbury Telephone Company

By *J. Garry Mitchell*
Garry Mitchell
President

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Encs.

TARIFF FOR USE OF TELEPHONE COMPANY
PUBLIC RIGHT-OF-WAY STRUCTURES
FOR COMMUNITY ANTENNA TELEVISION SERVICE

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The Woodbury
Telephone Company

Tariffs Part
Sheet 5

7. Default

If the CATV operator should default in any respect in performing any action required under this tariff or the pole attachment occupancy contract, the Telephone Company may terminate the contract or cancel any particular licenses affected upon the expiration of thirty days after written notice of the default has been given to the CATV operator, provided that the default has not been cleared within that time. If the CATV operator fails to remove any facilities upon cancellation of any license or upon termination of the contracts, the Telephone Company or its joint users may make such removals and the CATV operator shall pay all the costs of such work performed, and the Telephone Company may hold any removed equipment as security for any sums due under the contracts or may sell such equipment at a public or private sale. In the event the Telephone Company sells any such equipment, it shall apply the proceeds to the payment of sums due under the contracts and shall turn over the balance, if any, to the CATV operator.

D. RENTAL CHARGES FOR POLE ATTACHMENTS

1. The amount of the semi-annual rental for each full semi-annual period (see c.(2) below) is determined by the number of poles included in Licenses as of December 15 or June 15, as the case may be, next preceding the semi-annual bill. The bill for each semi-annual period shall be payable in advance on or before January 31 or July 31, as the case may be, and if not paid prior to any such due dates, shall bear interest at the rate of twelve percent per annum.

2. Rentals accrue for that portion of the initial semi-annual period starting on the first of the months (see c.(1) and (2) below) following the date attachments begin in connection with a license, with respect to every pole included in that license.

3. Rental charges apply as follows for attachments of facilities to poles which are owned by the Telephone Company or in which the Telephone Company has an ownership interest.

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Telephone Company and joint users for all liabilities of the Licensee under this agreement and that the policy may not be cancelled or changed except after thirty days' notice to the Telephone Company. The Licensee shall furnish copies of all such policies to the Telephone Company.

Section 3. The Licensee shall promptly advise the Telephone Company's Plant Engineer 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 erection, maintenance, presence, use or removal of the Licensee's equipment. Copies of all accident or other reports made to any insurer by the Licensee shall be furnished to the Telephone Company.

ARTICLE VI

SECURITY AND REMEDIES ON DEFAULT

Section 1. In the event that the Licensee shall be in default for a period of thirty days or more of any of its obligations under this agreement, including those to make any and all payments demanded by the Telephone Company as due under the agreement, and including, without limiting the generality of the foregoing, any rentals in respect of licenses, costs of any make-ready work, costs of any surveys, and any costs of modifying or removing the Licensee's plant, the Telephone Company may (in addition to enforcing any remedies it may have with respect to such default under the provisions of this agreement or otherwise) require that the Licensee provide security for all of its obligations hereunder. At the Licensee's option, such security may be either a deposit of money with the Telephone Company or a bond, as hereinafter provided in Section 2 and 3, respectively. The amount of such security for rentals in either case shall be \$ in respect of licenses for each group of poles licensed under this agreement, to be furnished

prior to the granting of any such licenses. Such security arrangements shall remain in effect until such time as the Licensee has paid all charges submitted within thirty (30) days for twelve (12) consecutive months.

Section 2. If the Licensee chooses to furnish a deposit or deposits pursuant to Section 1 hereof, such deposit or deposits shall be held during the continuance of this agreement as security for any and all amounts which are or may become due to the Telephone Company under the agreement. Interest at the rate of 4% per annum shall be credited or paid to the Licensee annually during the continuance of the deposit. If the Licensee shall fail to pay any sum demanded by the Telephone Company as due under this agreement, the Telephone Company shall have the right, without prior notice to the Licensee, forthwith to apply any or all amounts on deposit with it to payment of the sum due, whether or not the Licensee contests its liability to pay such sum, and whether or not the Telephone Company exercises or has exercised any option it may have to terminate the agreement. The Licensee shall restore to its deposit the amounts so applied within thirty days after notice of such application. Failure so to restore its deposit shall constitute a default under this agreement.

Section 3. If the Licensee chooses to furnish a bond pursuant to Section 1 of this ARTICLE VI such bond shall be issued by a surety company satisfactory to the Telephone Company and shall be in form satisfactory to the Telephone Company.

Section 4. If the Licensee shall fail to pay any sum due or to deposit any sum required under this agreement, or shall fail to maintain the bond as provided in Sections 1 and 3, of this Article, the Telephone Company shall have the right forthwith to terminate the agree-

TARIFF FOR USE OF TELEPHONE COMPANY
PUBLIC RIGHT-OF-WAY STRUCTURES
FOR COMMUNITY ANTENNA TELEVISION SERVICE

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The Woodbury
Telephone Company

Tariffs Part
Sheet 1

USE OF TELEPHONE COMPANY PUBLIC RIGHT-OF-WAY STRUCTURES
FOR COMMUNITY ANTENNA TELEVISION SERVICE

A. GENERAL

This tariff applies to the offering of public right-of-way structures by The Woodbury Telephone Company (sometimes herein referred to as the "Telephone Company") within its operating territory in the State of Connecticut for use in providing community antenna television (CATV) service pursuant to the General Statutes of Connecticut.

B. DEFINITIONS

1. The term "community antenna television" means any system operated along any street or highway for the purpose of providing antenna television service for hire pursuant to certificate of public convenience and necessity issued by the Department of Public Utility Control (sometimes herein referred to as the "DPUC").

2. The term "antenna television service" means the pickup by remote antenna and transmission by cables, wire and associated equipment of signals from standard broadcast stations, and any other lawful transmissions, to the television receiving sets of subscribers to CATV service.

3. The term "CATV Operator" means the individual, partnership, or corporation providing CATV service pursuant to a certificate of public convenience and necessity granted by the DPUC.

4. The term "facilities" means the cables, wires and appliances leased or owned by the CATV operator and used by such operator to provide CATV service.

5. The term "pole attachment" means the location to be designated in each instance by the Telephone Company, where facilities to provide CATV service may be placed on poles owned by the Telephone Company or in which the Telephone Company has an ownership interest or to which the Telephone Company has been authorized by the owner of the pole to offer an attachment of facilities.

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TARIFF FOR USE OF TELEPHONE COMPANY
PUBLIC RIGHT-OF-WAY STRUCTURES
FOR COMMUNITY ANTENNA TELEVISION SERVICE

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The Woodbury
Telephone Company

Tariffs Part
Sheet 2

6. The term "joint user" means any public service company, municipality or other company, other than a CATV operator, who has acquired an ownership interest in poles on which the Telephone Company has placed its cable and wiring.

7. The term "make ready costs" means the costs incurred by the Telephone Company or joint users for the accommodation of the CATV operator's facilities. Such costs include, but are not limited to, replacing particular poles with taller or stronger poles where required, the cost of rearranging the Telephone Company's or joint users' existing plant on the pole; also the costs of engineering, necessary tree trimming, inspection, and the cost of bonding and grounding the Community Antenna Television Operators' facilities to plant of the Telephone Company or of joint users.

8. The term "license(s)" means the document or documents signed by the CATV operator and the Telephone Company, and specifying the pole(s) made ready for accommodation of the CATV operator's facilities as requested by him.

C. REGULATIONS

1. Undertaking of the Telephone Company

The Telephone Company will enter into a form of agreement with the CATV Operator similar to that form of agreement entered into by The Southern New England Telephone Company and previously approved by the DPUC and to be filed with the DPUC, to provide available pole accommodations for facilities used solely to provide antenna television service by a CATV operator authorized to provide such service by the DPUC pursuant to the General Statutes of Connecticut.

Since the poles of the Telephone Company are and will continue to be used primarily for the purposes of the Telephone Company and its joint users, the provision of pole accommodations for CATV facilities is expressly limited to circumstances where, in the opinion of the Telephone Company, such accommodations can be made or kept available. (N)

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TARIFF FOR USE OF TELEPHONE COMPANY
PUBLIC RIGHT-OF-WAY STRUCTURES
FOR COMMUNITY ANTENNA TELEVISION SERVICE

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The Woodbury
Telephone Company

Tariffs Part
Sheet 3

2. Obligations of Community Antenna Television Operator

a. The CATV operator shall own, construct, maintain, replace and reconstruct its facilities; all such construction and reconstruction to be in accordance with standards approved by the DPUC and with the National Electrical Safety Code.

b. The CATV operator shall conduct entirely and exclusively all negotiations and arrangements with his customers who will receive community antenna television service.

c. The CATV operator shall pay all rentals as provided in this tariff, and in addition to such rentals shall pay all make-ready costs as defined in this tariff and in contracts between such operator and the Telephone Company. The decision as to the necessity for make-ready work and as to the estimate of costs shall be the Telephone Company's.

3. Liability of the Telephone Company

The Telephone Company shall not be liable to the CATV operator or to such operator's subscribers or customers (and the CATV operator shall indemnify, protect and save harmless the Telephone Company against any claim by such operator's subscribers or customers) for any interruption to the service of the CATV operator, or for interference with the operation of the facilities of such operator arising in any manner whatsoever.

4. Liability and Insurance of Community Antenna Television Operator

The CATV operator shall indemnify, protect and save harmless the Telephone Company from and against any and all loss, liability, damages and expense arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, including the officers, agents, and employees of either the Telephone Company or the

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The Woodbury
Telephone Company

Tariffs Part
Sheet 4

CATV operator, 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 erection, maintenance, presence, use or removal of the community antenna television facilities or by the proximity of such facilities to the respective cables, wires, apparatus and appliances of the Telephone Company or any joint user of the right-of-way structure.

The CATV operator shall carry insurance at its own expense to protect the Telephone Company in respect to the operator's responsibility for indemnification under 3. and 4. above. All such insurance shall contain provisions that the insurance is issued to insure the Telephone Company and joint users under the provisions of this tariff and that the policy may not be cancelled or changed except after thirty days notice to the Telephone Company.

5. Security

The CATV operator shall furnish security for performance of its obligations to pay rental charges in accordance with this tariff and to pay make-ready costs. This security may be either (1) a deposit of money or bond issued by a surety company satisfactory to the Telephone Company and in a form satisfactory to the Telephone Company, or (2) other evidence of security satisfactory to the Telephone Company. The amounts and details of the security shall be covered by the contract between the parties.

6. The Contracts

The terms under which pole accommodations are provided are more fully covered in contracts to be signed by the CATV operator and the Telephone Company. The contract form, which is to be filed with the DPUC, is hereby incorporated by reference as a part of this tariff.

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