

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

FILED/ACCEPTED
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APR 26 2010

The Southern
New England
Telephone Company

Tariff for Communications Commission
Office of the Secretary

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

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A. GENERAL

This tariff applies to the offering of Telephone Company public right-of-way structures by The Southern New England 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.

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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 Public Utilities Commission.

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.

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3. The term "Community Antenna Television Operator" means the individual, partnership, or corporation providing CATV service pursuant to a certificate of public convenience and necessity granted by the Public Utilities Commission.

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.

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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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6. The term "duct occupancy" means the accommodation in underground right-of-way structures of the Telephone Company, to be designated in each instance by the Telephone Company and provided to the extent that is practical to do so, within and through which the Community Antenna Television Operator may place its CATV cables.

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7. 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 or ducts on or through which the Telephone Company has placed its cable and wiring.

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8. 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 or within the conduit structure; 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.

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

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The Southern
New England
Telephone Company

Tariffs Part XI
Sheet 2
CATV

C. REGULATIONS

1. Undertaking of the Telephone Company

The Telephone Company will enter into standard contracts, to be filed with the Public Utilities Commission, to provide available pole or duct accommodations for facilities used solely to provide antenna television service by a CATV operator authorized to provide such service by the Public Utilities Commission pursuant to the General Statutes of Connecticut.

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Since the poles and ducts 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 or duct 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. Where the Telephone Company requires the full use of an existing underground right-of-way structure and no additional construction is planned for Telephone Company service, accommodations will not be made available for CATV facilities.

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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 Public Utilities Commission 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 cost 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.

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

The Southern
New England
Telephone Company

Tariffs Part XI
Sheet 3
CATV

C. REGULATIONS (Continued)

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 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.

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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 evidences of security satisfactory to the Telephone Company. The amounts and details of the security shall be covered by the contract between the parties.

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6. The Contracts

The terms under which pole or duct accommodations are provided are more fully covered in contracts to be signed by the CATV operator and the Telephone Company. The contract forms, which are to be standard forms filed with the Public Utilities Commission, are hereby incorporated by reference as a part of this tariff.

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The Southern
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Tariffs Part XI
Sheet 4
CATV

C. REGULATIONS (Continued)

7. Default

If the CATV operator should default in any respect in performing any action required under this tariff or the pole attachment or conduit occupancy contracts, the Telephone Company may terminate the contracts 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

1. Pole Attachments

a. 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.

b. Rentals accrue for that portion of the initial semi-annual period starting on the first of the month (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.

c. 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.

(1) Per pole, from the first of the month following the date attachments begin in connection with a license to the beginning of the first full semi-annual period (see (2) following), which amounts will be included in the first semi-annual bill, per month\$.300 (D)

(2) Per pole, semi-annually for the periods January 1 - June 30 and July 1 - December 31 of each year during which the contract remains in effect \$1.80. (D)

d. The CATV operator may give up his license as to any pole or poles by removing his facilities therefrom and thereafter giving the Telephone Company notice of such removal. Rentals in respect of the license on such pole or poles shall terminate as of the end of the month in which such notice is given, and the CATV operator shall be entitled to a prorata refund or credit of rentals already paid.

e. Rental charges for attachments of facilities to poles licensed under the contract which are not owned by the Telephone Company and in which the Telephone Company has no ownership interest shall be the charges provided for in the tariff of the party owning said pole or poles.