

STATE OF NEW HAMPSHIRE

Inter-Department Communication

DATE: January 30, 2012
AT (OFFICE): NHPUC

FROM: Kate Bailey *KMB*
SUBJECT: Staff Report and Recommendation regarding NHOS Complaint in DT 12-107
TO: Commission
Executive Director

Introduction

On September 5, 2012, the Commission issued Order No. 25,407 providing an opportunity for New Hampshire Optical Systems (NHOS) who was contracted by the University System of NH to construct the so called Middle Mile project, funded in part by the American Recovery and Reconstruction Act, to identify specific issues preventing it from attaching to utility poles. The order directed NHOS to answer 12 questions in an attempt to narrow the issues about access to utility poles. In addition, the order directed pole owners to answer a different set of questions. The Commission defined the scope of the investigation to include consideration of whether NHOS has faced unfair and unreasonable delays to access to utility poles during the construction of its Middle Mile project, and if so, a possible remedy. The order went on to state that once factual evidence is received it would determine how best to proceed.

Staff has reviewed answers received from NHOS, FairPoint, PSNH, and Unitil to the Commission's questions. On September 24, 2012, Staff conducted a field visit in Franklin and Tilton with NHOS and segTEL and gathered additional information from segTEL, NHOS and MetroCast. This report summarizes the information gathered, provides Staff's analysis of certain disputes, whether NHOS has faced unfair and unreasonable delays, and a recommendation on how to proceed.

Summary of Issues and Analysis

NHOS filed its response to the Commission's questions on October 2, 2012. It identified segTEL, BayRing, TelJet and FairPoint as entities with which it has outstanding disputes related to pole attachments.

In response to the Commission's first question, NHOS stated its understanding that incumbent telephone companies, primarily FairPoint, manage the communications space

on the poles and *assume responsibility for communications with other attaching entities*. (emphasis added). According to pole owners' responses, this is not the case. Once FairPoint issues a pole attachment license, on a Form 3, which includes make-ready necessary by existing attachers, it is the new attacher's responsibility to coordinate rearrangement with existing attachers. FairPoint, as pole owner, notifies attachers when it replaces a pole, to transfer facilities to the new pole, but does not take responsibility for notifying existing attachers when rearrangement of facilities for a new attacher is necessary. (FP response 7 and 8). PSNH and Unitil provided responses similar to FairPoint. These companies issue notice to existing attachers when the pole owner sets a new pole and attachments need to be transferred to the new pole. However, both PSNH and Unitil state that coordination for rearranging existing attachments for a new attacher has traditionally been performed by the new attacher. (PSNH and Unitil responses 7 and 8)

NHOS' response to the Commission's second question reports that it has pole attachment disputes with segTEL, BayRing and TelJet. The dispute with BayRing and TelJet is limited to the rate both are charging NHOS to move their facilities. NHOS has the same dispute over rates with segTEL, but also alleges segTEL is intentionally manipulating the process to delay completion of the work. Lastly, NHOS includes the pole owners in its complaint as having a responsibility, but not meeting it, for ensuring reasonable access and management of third-party make-ready.

NHOS argues segTEL's, BayRing's and TelJet's rates are heavily inflated and do not reflect the cost of performing make-ready. NHOS cites a construction rate for lowering a segTEL attachment of \$214.50. It claims BayRing's rates are nearly identical to segTEL's. This rate is identical to the rate in Attachment 1 of the Pole Attachment Agreement between FairPoint, PSNH and NHOS, (Attachment 1 to PSNH responses) which would be charged by the pole owner if the pole owner transferred, moved, raised or lowered a cable. Staff has not investigated the reasonableness of this rate, but points out that NHOS agreed to pay the pole owner this rate when it signed the pole attachment agreement. NHOS argues the pole owner should rearrange existing attachments if the existing attacher does not timely rearrange its attachments. In the event the pole owner performs this work, it would charge NHOS the same rate NHOS is disputing with segTEL and BayRing. It seems illogical to argue on one hand the rates charged by segTEL and BayRing are preventing attachments, and on the other hand, that the pole owners should remedy the timeliness issue, by performing the work for the same rate. Staff, without any information about the cost of this work agrees, on its face, the rate seems high and recommends the rate be investigated in a separate proceeding. The Commission could require NHOS to put money in escrow while the rate dispute is litigated and require BayRing, segTEL and TelJet to account for the costs of performing the work and to provide detailed copies of invoices for this work.

NHOS argues the pole owners have responsibility to ensure reasonable access to their poles and should manage third-party make-ready. The pole owners disagree. PSNH stated it only moves others facilities in the case of emergency or storm restoration where public safety and service restoration are overriding factors. PSNH does not move and has not moved third-party attachments to accommodate new attachers for several reasons.

According to PSNH among other things, it does not own the facilities, the pole attachment agreement does not obligate pole owners, but provides the right, to perform this work; it does not have the time or resources to perform this work; its work force is not trained to handle telecommunications facilities; it is concerned about liability claims for damage or loss and cost recovery for the work; and it is not beneficial to the core electric service business. Unitil agrees with PSNH that it has the right to make such transfers but that deciding whether to invoke the option to move another licensee's facilities would include evaluation of the potential liability for damage to the facilities; the risk of being unable to recover the cost of the work and the risk of protracted litigation over rate disputes; and the difficulty in determining facts in dispute between two attachers. FairPoint responded that it has never relocated an existing attacher's facilities to accommodate a new attacher and objected to the remainder of the question because, according to FairPoint, it presupposes a legal conclusion.

It is clear pole owners have not previously interpreted the pole attachment agreements to obligate them to ensure timely relocation of existing attachments to accommodate new attachers. Many third-party attachments have been made to incumbent utility poles since 1996 and this issue has not previously been raised. Staff believes the pole owners' reasons for choosing not to perform this work are reasonable and agrees with the pole owners' interpretation of the pole attachment agreement that the language in the agreements upon which NHOS relies, does not obligate pole owners to rearrange existing third-party attachments.

NHOS made various allegations against segTEL about poles in Laconia and Franklin. Staff met with NHOS and segTEL in Franklin and reviewed 12 poles along a route between Franklin and Tilton. Both companies had crews in the area and NHOS provided a police detail. After the field visit, Staff analyzed licenses from the pole owners (Form 3s) to determine what make-ready was required for each attachment; daily worksheets from both segTEL and NHOS construction contractors, to determine the date on which attachments were made; and information from MetroCast about when it performed its required make-ready for these attachments. In some cases, Staff was able to determine when various activities occurred on these poles and who caused the discrepancy. In other cases, Staff could not definitively reconstruct what happened. Attached is a report of the facts, observations, conclusions and recommended action for each of the 12 poles, numbered sequentially for reference. As a result of the analysis, Staff notes the following.

In Franklin and Tilton, NHOS did not follow industry standard construction practices. Standard construction practice for pole attachments is to place strand and hardware together along a pole line followed by installation of fiber on the strand. According to the daily worksheets, NHOS' construction contractor initially "framed" the poles. As explained by NHOS, "framing" the pole means installation of a bolt which holds the strand. In Franklin and Tilton, NHOS bolts had been placed in some of the poles in June, but strand was not attached. After investigation, Staff concluded this may have been due to a dispute with MetroCast over charges for the make-ready work needed by NHOS. The dispute was resolved on August 27, but subsequently, when NHOS went to

place the bolts in the poles which had required work by MetroCast, segTEL had begun its attachment process.

Approximately 3 months after NHOS was licensed, segTEL was licensed in the same location with make-ready instructions to relocate NHOS attachments. If NHOS were attached, it would have been clear to segTEL that it was required to make arrangements with NHOS to relocate the NHOS attachments. In some cases, segTEL make-ready instructions included a requirement to have NHOS rearrange its attachment to a lower position on the pole. In other cases, there was no indication NHOS was required to move. When segTEL began to make its attachments, in some cases it found unmarked bolts with no strand or fiber in its assigned location and in other cases, the attachment space was vacant, without even a bolt in place. Although some make-ready instructions indicated an NHOS attachment needed to be relocated, it appears segTEL failed to contact NHOS about make-ready in this location. segTEL claims its construction contractor did not move any NHOS bolts. Of the 12 poles analyzed by Staff, there is no evidence to contradict this. There is however, evidence that NHOS installed a bolt on 2 poles, after segTEL made its attachment, in close proximity to the segTEL attachment with less spacing than that required by the National Electrical Safety Code. (See staff analysis numbers 3 and 12).

NHOS argued it should be allowed to make all of its attachments in its originally licensed location and then segTEL should be required to pay NHOS to relocate to its new attachment height. If NHOS had paid MetroCast for the required make-ready and attached to all the poles in this location in June with strand, consistent with standard industry practice, it would have been clear to segTEL when it began its attachment process in August, that NHOS would need to relocate. segTEL argued in its experience, some licensed carriers subsequently choose not to attach. In such cases, segTEL occupies the licensed space without relocation expenses. In this area, NHOS had placed bolts in some of the poles. Because segTEL's make-ready instructions included relocation of NHOS attachments, segTEL should have contacted NHOS to investigate the significance of bolts in the segTEL assigned location on some poles but not others.

NHOS was not willing to concede its position that it had the right to install all of its attachments before segTEL could begin its attachments. On the day of the field visit, Staff observed several instances (See staff analysis numbers 2, 7, 8, 9) where both parties were attached in the wrong location or where segTEL was incorrectly attached (See Staff analysis number 6, 11) and suggested the parties work together since both had crews in the area to rearrange and correct them that day. Staff believes this would have cleared up the discrepancies in the area preventing both parties from proceeding without interference, but NHOS was unwilling. This would not, however, have cleared up other violations such as attachments that were too close.

On the twelve poles staff analyzed, it appears segTEL and NHOS are almost equally at fault. On five of the poles reviewed, Staff concluded that both segTEL and NHOS failed to accurately follow make-ready instructions, or there was not enough evidence to determine what happened. On 4 of the poles, it appears segTEL is responsible for the

problems and should remediate. NHOS is responsible for the problems on the remaining 3 and should remediate.

NHOS Exhibit Y contains 132 pages of e-mail correspondence between NHOS and or Waveguide (NHOS's construction contractor) and segTEL. Although it does not appear to be a complete record of correspondence and some e-mails are out of order, the frustration about the amount of work and timeliness is evident. The e-mails are generally about coordination of segTEL make-ready work for NHOS. After reviewing all the e-mails, it does not seem that segTEL is intentionally delaying make-ready, but rather, segTEL is not staffed to do the amount of work required by NHOS and that the lack of rules about requirements for third-party make-ready impeded the ability to complete the work within NHOS's expectations.

NHOS provided segTEL's proposed Reciprocal Make-Ready Agreement in Exhibit K. Although the agreement was not signed by NHOS, NHOS refers to it as segTEL's "documented process." The agreement requires the party requesting make-ready, to put specific details about required work in writing with a statement that all other make-ready has been completed to allow for the requested work to be done. The agreement also states that a completed TELCO make-ready Form 3 shall be presumed reasonable for the purposes of making the request.

In November 2011, NHOS began sending copies of FairPoint Form 3s to segTEL as a request to perform required make-ready. Form 3s are the form FairPoint uses to license attachments. As part of the FairPoint licensing process, a survey of the poles is performed by the pole owners and requesting attacher. During the survey, make-ready work required by the pole owners and third parties is determined and documented on the Form 3s. Existing third-party attachers do not participate in the pole owner survey.

Much of the e-mail correspondence has to do with NHOS submitting Form 3s as a request for make-ready. There were disputes about whether all other parties' make-ready had been completed. This information is necessary because other attachments have to be moved to make space available for segTEL to move its attachment. Since, according to the pole owners, NHOS is responsible for coordination of all third-party make-ready necessary before it can attach, it is not unreasonable for a third party like segTEL to require a clear path so that it can complete all of the rearrangements required by NHOS in an area, at one time. Some of the later e-mails contain correspondence requesting that segTEL complete the portion of work that can be done, with a recognition that segTEL would be required to subsequently dispatch workers to complete the remainder of work in the area at a later time.

Additional correspondence has to do with coordination between a segTEL employee and Waveguide scheduling times to meet in the field to survey a requested route and agree on work that needs to be done. segTEL independently surveys each pole and sometimes identifies more work than that identified on the Form 3 which in segTEL's assessment needs to be done in order to maintain compliance with codes and standards. This practice introduces extra work and a great deal of additional time into the attachment process for

NHOS. It also raises a question about whose responsibility it is to maintain code compliance on the pole.

If an existing attacher believes the pole owner has failed to identify work required to maintain code compliance in instructing the existing attacher to rearrange its facilities, should the existing attacher follow the pole owner's instructions without question or ensure that once it moves its attachment, the attachment is code compliant? Or, if a pole owner has concluded that no make-ready work is needed should the existing attacher have the right to force costs on the new attacher by requiring an existing code violation be corrected before the new attacher can attach¹? There are no rules governing rearrangement of third-party attachments, but there are rules requiring utilities, both pole owners and attachers, to maintain their facilities according to the National Electrical Safety Code. It is not unreasonable for segTEL to ensure its attachments are and remain code compliant. However, it would be unreasonable for segTEL to expect NHOS to wait for and pay to correct existing segTEL violations, in the event such violations are discovered. This process significantly adds to the time to complete third-party make-ready, which was unexpected by NHOS.

NHOS also provided several pictures in Exhibits H and I which depict multiple segTEL attachments which do not appear to comply with the NESC². If the point of this is to demonstrate that segTEL should not be allowed to ensure its attachment rearrangements will comply with code because segTEL has other existing non-compliant attachments, Staff would not recommend additional non-compliant attachments be made.

Conclusion and Recommendation

Based on its review, Staff does not believe there is evidence to find NHOS has been subject to unfair or unreasonable delays or that segTEL has intentionally manipulated the process to delay NHOS. The attachment process has clearly taken longer than NHOS expected, based on its interpretation of existing rules and the pole attachment agreement. However, the amount of work required to be performed by multiple companies on thousands of poles in a short period of time, is overwhelming especially when every detail is not precise and there are no rules which govern the process. During the review, Staff observed actions from both segTEL and NHOS that delayed accomplishment of the work.

According to NHOS Exhibit A, approximately 3600 poles require segTEL make-ready identified on 82 Form 3s. Staff notes that pole attachment agreements made by pole owners generally set a maximum of 2,000 poles in process at one time, among all attachers: if segTEL had the clearer and stronger obligations of a pole owner, this project would still be outside the scope of such agreements. In order to accomplish this work efficiently, expectations should be outlined and agreed upon containing precise

¹ An example of where this may have occurred is in the Staff analysis of Pole 2 where fire alarm is 3 inches too close to neutral and neither the NHOS nor segTEL Form 3 includes any make-ready instructions for fire alarm.

² Staff has not investigated whether these attachments comply or do not comply with the NESC.

requirements for both parties in order to complete the work. Issues to be settled should include, but not necessarily be limited to:

1. whether segTEL should perform its own independent survey to verify what make-ready work segTEL needs to accomplish or whether it should only perform make-ready identified on the pole owner's Form 3;
2. If segTEL survey is performed, a schedule to get the surveys completed which takes into account both parties resources;
3. Dates by which segTEL can commit to completing make-ready work for each of the 82 areas identified on the Form 3s, once NHOS has confirmed a clear path;
4. Primary and secondary points of contact for coordination from each company;
5. Consequences if either party violates the agreement; and
6. Other issues identified by either segTEL or NHOS necessary to set forth an efficient process.

Staff recommends segTEL and NHOS be required to work with Staff or an independent mediator to form an agreement outlining a process by which the remaining work can be accomplished. Additionally, Staff recommends the Commission open a separate proceeding to review the rates to be charged for make-ready, and require NHOS to escrow a reasonable amount to ensure third parties will be reimbursed once a determination on rates has been made.

Finally, Staff is aware of a pilot underway in the state of Connecticut to hasten pole attachments on poles requiring substantial make-ready. In such instances, the new attacher is allowed to make a temporary attachment beneath the lowest attachment if there is enough space to maintain vertical clearance to the roadway, required by the NESC. The temporary attachment is permitted for a limited period of time, and the attachment must be relocated once make-ready above is completed. This practice allows a new attacher to attach more timely, but requires the extra expense of moving the attachment once make-ready is complete. Staff recommends this idea be considered with interested CLECs and the pole owners and reported back to the Commission.

Poles Reviewed at NHOS' request on School Street in Franklin

1. Pole T-2/4, E-11/4

NHOS

Survey 9/30/11

PSNH License issued April 5, 2012

MR –none, attach 12 above CATV

FP license 12/16/2011

MR: Fire Alarm raise to 40, NHOS attach at 52

ATTACH DATE: 6/13/12 Waveguide Daily work sheet shows 32 poles were “framed” (bolt inserted) starting with pole 2/4 and ending with pole 116/19 and 10 cables were raised or lowered which corresponds with the same number of raise or lowers required by fire alarm on these poles. License indicates 47 poles between these two points. No details to identify which specific poles were framed, however, e-mail from Steve Janko indicates poles which required MetroCast make ready were not framed on this date.

segTEL

Survey 12/28/11

PSNH license not provided

FP license 3/8/12

MR: CATV lower to 76, NHOS lower to 64, ST attach at 52

ATTACH DATE: 8/23/12 Daily worksheet indicates strand and hardware installed.

MetroCast lowered to 76 on 8/2/12, notified segTEL MR was complete on 8/10/12

Field observations: no measurements taken, NHOS bolt appears to be very close to an existing hole, evidence by marks on pole that bolt may have been moved. segTEL denies it moved NHOS bolt and NHOS denies installing bolt in current location.

Conclusions: No MetroCast make ready was needed for NHOS attachment. NHOS bolt was likely attached on 6/13 and should have been at 52 inches (if MetroCast instructed to lower to 76 for segTEL, it must have originally been at 64 and NHOS would have framed at 52). MetroCast lowered to 76 inches on 8/2/12, leaving 24 inches between NHOS and MetroCast. segTEL should have requested NHOS lower to 64 before attaching at 52.

RECOMMENDED ACTION: No proof or finding of who moved bolt; both parties deny. segTEL did not contact NHOS to perform make ready. segTEL should pay for remediation.

2. Pole T-2/5, E-11/5

NHOS

Survey 9/30/11

PSNH License issued April 5, 2012

MR: CATV move down to 12 above telephone, attach at 12 above CATV

FP license 12/16/2011

MR: CATV lower to 12 above telephone, attach above CATV

ATTACH DATE: After 8/27/12. 6/13/12 Waveguide Daily work sheet shows 32 poles were framed (bolt inserted) starting with pole 2/4 and ending with pole 116/19. License indicates 47 poles between these two points. No details to identify which specific poles were framed, however, e-mail from Steve Janko indicates poles which required MetroCast make ready were not framed on this date.

MetroCast MR completed per segTEL instructions to lower to 76 on 8/2/12; notified of completion on 8/27.

segTEL

Survey 12/28/11

PSNH license not provided

FP license 3/8/12

MR: tel lower to 88, CATV lower to 76, NHOS lower to 64, segTEL attach at 52.

ATTACH DATE: 8/23/12 Daily worksheet indicates strand and hardware installed.

MetroCast lowered to 76 on 8/2/12; notified of completion on 8/10.

Field Observations: NHOS attached 20 ft 10 in, sT attached 21 ft 3.5 in, muni attached 22 ft 10 in, neutral 25 ft 11 in. Spacing between NHOS and sT is 5.5 inches, spacing between sT and muni is 18.5 inches, spacing between muni and neutral is 37 inches.

Conclusion: Based on information from NHOS, it would not have placed a bolt on this pole until after MetroCast notified NHOS make ready was complete on August 27. segTEL attached on 8/23.

Both parties attached at incorrect height. CATV would have been lowered when segTEL and NHOS attached. Muni (fire alarm) is attached 3 inches too close to neutral and there were no make-ready instructions for muni. segTEL instructions were to attach at 52 below neutral. segTEL attached at 55. NHOS instructions were to attach at 12 above CATV. It apparently attached 2 feet below muni. Assuming neutral is located at 311 inches as measured, NHOS should be at 20 ft 7 inches and sT should be located at 21ft 7 inches and CATV should be attached at 19 ft 7 inches. NHOS is 3 inches too high, segTEL is 3.5 inches too low, muni is 3 inches too high. If these corrections are made, spacing would be correct.

RECOMMENDED ACTION: Each party should move their attachment to comply.

3. Pole T-2/6, E11/6

NHOS

Survey 9/30/11

PSNH License issued April 5, 2012

MR: CATV move down to 12 above telephone, attach at 12 above CATV

FP license 12/16/2011

MR: CATV lower to 12 above telephone, attach above CATV

ATTACH DATE: After 8/27/12. 6/13/12 Waveguide Daily work sheet shows 32 poles were framed (bolt inserted) starting with pole 2/4 and ending with pole 116/19. License indicates 47 poles between these two points. No details to identify which specific poles were framed, however, e-mail from Steve Janko indicates poles which required MetroCast make ready were not framed on this date.

MetroCast make ready completed on 8/26, notified of completion 8/27.

segTEL

Survey 12/28/11

PSNH license not provided

FP license 3/8/12

MR: electric move street light 12 inches, fire alarm attach at 40, segTEL attach at 52.

ATTACH DATE: 8/23/12 Daily worksheet indicates strand and hardware installed.

Field observation: segTEL is attached at 52 inches below neutral. NHOS bolt is also located approximately 52 inches below neutral. According to segTEL no NHOS bolt was on this pole when it attached. segTEL make ready instructions do not include instructions about NHOS from this pole through the next 6 poles. NHOS claims this pole was framed (bolt inserted) when segTEL attached.

Conclusion: NHOS did not frame this pole until after MetroCast make ready was complete on or after August 27, corroborating segTEL's assertion that no NHOS bolt was in place when segTEL attached. NHOS attached after August 27 and therefore after segTEL. segTEL attached where it was licensed and there was no indication from make ready that work needed to be performed by NHOS at this location.

RECOMMENDED ACTION: If there is adequate room, NHOS should move its attachment to 12 inches above CATV. NHOS should pay for remediation.

4. Pole T-2/7, E-11/7

NHOS

Survey 9/30/11

PSNH License issued April 5, 2012

MR: attach at 12 above CATV

FP license 12/16/2011

MR: double pole; telephone transfer 2 cables, 1 PMT, 6dw, NHOS attach 12 over CATV

ATTACH DATE: 6/13/12 Waveguide Daily work sheet shows 32 poles were framed (bolt inserted) starting with pole 2/4 and ending with pole 116/19. License indicates 47 poles between these two points. No details to identify which specific poles were framed.

MetroCast was not required to perform make ready on this pole for NHOS.

segTEL

Survey 12/28/11

PSNH license not provided

FP license 3/8/12

MR: fire alarm raise to 40, segTEL attach 24 inches above CATV

ATTACH DATE: 8/23/12 Daily worksheet indicates strand and hardware installed.

Field observation: NHOS is attached 20 inches above CATV. No field notes about segTEL. NHOS map in DT 12-107 indicates no segTEL violations on this pole.

RECOMMENDED ACTION: NHOS should relocate to 12 inches above CATV.

5. Pole T-9/30, E-1/72 on Route 3 by Carwash in Franklin

NHOS

Survey 9/30/11

PSNH License issued April 5, 2012

MR: Fire alarm raise to 40, NHOS attach 52.

FP license 12/16/2011

MR: Fire alarm raise to 40, NHOS attach 52.

ATTACH DATE: 6/14 Waveguide Daily worksheet indicates 12 of 31 poles between T-116/20 and T-92/1 were framed. 31 poles included T-9/30, but no indication which 12 poles were framed. Also indicates 4 fire alarm cables moved. Make ready indicates 13 fire alarm moves needed in this run. 5 poles needed only fire alarm move before NHOS attachment. Cannot determine which poles were framed.

segTEL

Survey 12/28/11

PSNH license not provided

FP license 3/8/12

MR: NHOS attach at 64, segTEL attach at 52.

ATTACH DATE: 8/21/12

Field observations: sT attached at 46 inches. NHOS asserted segTEL had moved NHOS bolt on this pole, as evidenced by markings on back of pole. segTEL denies.

Conclusion: Cannot determine from NHOS daily worksheet if pole was framed when segTEL attached. segTEL make ready instructions were to have NHOS attach at 64 below neutral. segTEL should have informed NHOS attachment height had been relocated whether NHOS was attached or not. Only work required on this pole was either by NHOS (who performed work for fire alarm) or segTEL. No factual evidence on who placed NHOS bolt in current location. segTEL is attached at incorrect height.

RECOMMENDED ACTION: segTEL is incorrectly attached at 46 and should move its attachment to correct height of 52" below neutral. Because NHOS will need to attach strand and fiber here, NHOS should move its bolt to 64, if necessary, when running strand. Not enough evidence to determine who should pay, so each party should perform its own necessary work.

Poles reviewed at segTEL's request in Franklin and Tilton

6. Pole E-1/39 (PSNH solely owned) at the corner of Prospect and Central Street, Franklin

NHOS

Survey 9/30/11

PSNH License issued April 5, 2012

MR: attach at 40

FP license 12/16/2011

MR: no instructions, PSNH pole

ATTACH DATE: 6/13/12 Waveguide Daily work sheet shows 32 poles were framed (bolt inserted) starting with pole 2/4 and ending with pole 116/19 which includes this pole. License indicates 47 poles between these two points. No details to identify which specific poles were framed.

segTEL

Survey 12/28/11

PSNH license not provided

FP license 3/8/12

MR: identified as pole 1/30 with no instructions because it is a PSNH pole.

ATTACH DATE: 8/20/12 Daily worksheet indicates strand and hardware installed

MetroCast: Not attached

Field observation: segTEL is attached below NHOS. Wires will cross, so fiber cannot be installed. segTEL did not have instructions on where to attach or what make ready was required. It appears segTEL incorrectly attached under NHOS.

Conclusion: As no make ready was required of MetroCast, NHOS probably installed its bolt before segTEL attached. segTEL did not have make ready instructions on this pole and installer should have noticed it was not attaching directly under neutral as on previous poles. In this case, where bolt was installed in location where segTEL would have logically attached, and segTEL had no attachment instructions, segTEL should have investigated further.

RECOMMENDED ACTION: Attachments need to be reversed. segTEL should pay NHOS make ready to move bolt.

7. Pole T-15/56, E-63/79 Route 3 near Smitty's, Tilton

NHOS

Survey FP: 9/20/11, PSNH: 9/30/11

PSNH license issued 8/1/12

MR: attach 12 inches above CATV

FP license issued 2/8/12

MR: attach 12 inches above CATV

ATTACH DATE: 6/11/12 Waveguide Daily worksheet indicates 59 poles along route were framed starting with T-15/58 ending with T-15/6. License indicates 51 poles between these points.

segTEL

Survey 12/19/11

PSNH license not provided

FP license 8/8/12

MR: No FRP make ready work required. LTS raise neutral 12 inches. Attach 24 inches above CATV

ATTACH DATE: 8/23/12 Daily worksheet indicates strand and hardware installed.

Field observations: NHOS bolt is installed 24 inches over CATV. sT bolt and messenger attached 12 inches above CATV. This location had recent sawdust in mulch indicating unexplained activity on this pole.

Conclusion: Since there was no CATV make ready, CATV would not have moved down. NHOS appears to have incorrectly attached in June, at 24 inches above CATV. sT had no make ready instructions relevant to NHOS, and apparently incorrectly attached in the open spot at 12 inches over CATV.

RECOMMENDED ACTION: Attachments need to be reversed. Since both parties are attached in the incorrect location, neither should pay the other make ready.

8. Pole T-15/57, E-63/80 Route 3 near Smitty's, Tilton

NHOS

Survey 9/20/11

PSNH license issued 8/1/12

MR: attach 12 inches above CATV

FP license issued 2/8/12

MR: attach 12 inches above CATV

ATTACH DATE: 6/11/12 Waveguide Daily worksheet indicates 59 poles along route were framed starting with T-15/58 ending with T-15/6. License indicates 51 poles between these points.

segTEL

Survey 12/19/11

PSNH license not provided

FP license 8/8/12

MR: attach 24 inches above CATV

ATTACH DATE: 8/23/12 Daily worksheet indicates strand and hardware installed.

Field observations: NHOS bolt is installed 24 inches over CATV. sT bolt and messenger attached 12 inches above CATV.

Conclusion: Since there was no CATV make ready, CATV would not have moved down. NHOS appears to have incorrectly attached in June, at 24 inches above CATV. sT had no make ready instructions relevant to NHOS, and apparently incorrectly attached in the open spot at 12 inches over CATV.

RECOMMENDED ACTION: Attachments need to be reversed. Since both parties are attached in the incorrect location, neither should pay the other make ready.

9. Pole T-15/58, E-63/81 Route 3 near Smitty's, Tilton

NHOS

Survey 9/20/11

PSNH license issued 8/1/12

MR: attach 12 inches above CATV

FP license issued 2/8/12

MR: attach 12 inches above CATV

ATTACH DATE: 6/11/12 Waveguide Daily worksheet indicates 59 poles along route were framed starting with T-15/58 ending with T-15/6. License indicates 51 poles between these points.

segTEL

Survey 12/19/11

PSNH license not provided

FP license 8/8/12

MR: No FRP make ready work required. Attach 24 inches above CATV.

ATTACH DATE: 8/23/12 Daily worksheet indicates strand and hardware installed.

Field observations: NHOS bolt is installed 24 inches over CATV. sT bolt and messenger attached 12 inches above CATV. Indent on back of pole indicates CATV may have moved down, but date not known and no CATV make ready was required for either attachment.

Conclusion: Since there was no CATV make ready, CATV would not have moved down at this time. NHOS appears to have incorrectly attached in June, at 24 inches above CATV. sT had no make ready instructions relevant to NHOS, and apparently incorrectly attached in the open spot at 12 inches over CATV.

RECOMMENDED ACTION: Attachments need to be reversed. Since both parties are attached in the incorrect location, neither should pay the other make ready.

10. Pole T-87/3-1.5, E-71A/4 on Route 3, McDonalds parking lot, Tilton (NHOS requested review of this pole while in field)

NHOS

Survey 9/21/11

PSNH license issued 8/1/12

MR: CATV lower to 52, NHOS attach at 40.

FP license issued 2/8/12

MR: CATV lower to 52, NHOS attach at 40.

ATTACH DATE: After 8/27

segTEL

Survey 12/19/11

PSNH license not provided

FP license 8/8/12

MR: FRP lower to 76, 1 cable, 1PMT, CATV lower to 64, NHOS lower to 52, segTEL attach at 40.

ATTACH DATE: 8/23/12

MetroCast make ready complete 8/8/12; notified of completion 8/10/12.

Field observations: No NHOS bolt was installed on this pole. segTEL asserts it paid make ready to MetroCast and FairPoint. FairPoint license confirms FairPoint make ready sufficiently completed. segTEL attached 50 inches below neutral. CATV 15 inches below segTEL and FairPoint 18 inches below CATV. Under these conditions, no room for NHOS attachment.

Conclusions: segTEL was not obligated to request make ready from NHOS since NHOS was not attached but should have notified NHOS of its new attachment height. However, segTEL should move its attachment to the correct location of 40 inches below neutral freeing a 12 inch space for NHOS.

RECOMMENDED ACTION: segTEL move attachment to 40 inches below neutral.

11. Pole T-87/1, E-71A/3 on Route 140, McDonalds parking lot, Tilton

NHOS

Survey 9/21/11

PSNH license issued 8/1/12

MR: NHOS attach at 40.

FP license issued 2/8/12

MR: NHOS attach at 40.

ATTACH DATE: 8/20/12 Daily worksheet indicates 6 of 14 poles in run framed. 6 poles, including this one required no other make ready.

segTEL

Survey 12/19/11

PSNH license not provided

FP license 8/8/12

MR: CATV lower to 64, NHOS lower to 52, segTEL attach 40.

ATTACH DATE: 8/23/12

MetroCast make ready complete 8/8/12.

Field Observation: NHOS bolt installed 40 inches below neutral on 8/20. segTEL attached at 52 inches below neutral on 8/23.

Conclusion: NHOS bolt prior to segTEL attachment. It appears segTEL did not follow make ready instructions with respect to NHOS or its own attachment location.

RECOMMENDED ACTION: Attachments need to be reversed. segTEL should pay NHOS make ready.

12. Pole T-87/3.5, E-71A/2 on Route 140, McDonalds parking lot, Tilton
(this pole is labeled T-2 on FairPoint license to segTEL, T-3.5 on FairPoint license to NHOS)

NHOS

Survey 9/21/11

PSNH license issued 8/1/12

MR: CATV and Tel lower. NHOS attach at 40.

FP license issued 2/8/12

MR: Tel lower one cable 12 inches, CATV lower 12 inches, NHOS attach above CATV.

ATTACH DATE: After 8/27; Daily worksheet not provided for this pole.

segTEL

Survey 12/19/11

PSNH license not provided

FP license 8/8/12 (Pole labeled T-87/2, E-71A/2)

MR: FairPoint lower to 76, CATV lower to 64, NHOS lower to 52, segTEL attach 40.

ATTACH DATE: 8/23/12

MetroCast make ready completed per segTEL instructions to 64 on 6/13/12 (in error); notified 8/10/12.

Field Observation: segTEL attached at 40 inches below neutral, NHOS bolt installed in close proximity. Concern that holes are too close.

Conclusion: NHOS was not attached on this pole when segTEL attached. segTEL attached at 40, but did not inform NHOS its attachment location had changed. NHOS should not have installed a bolt that would compromise the integrity of the pole.

RECOMMENDED ACTION: NHOS should relocate to 52 inches below neutral. If pole is compromised due to close attachments, NHOS should remediate.