

Tariff

1st Revised Sheet No. 6

PART 2 - General Terms and Conditions
SECTION 6 - Pole Attachment and Conduit
Occupancy Accommodations

Cancels

Original Sheet No. 6

GENERAL REGULATIONS

- F. POLE REPLACEMENTS AND REARRANGEMENTS (C)
4. When multiple applications are received by the Company with respect to any pole which must be replaced or rearranged to accommodate attaching party, prior to the commencement of any physical work on that pole, to provide such accommodation, determination of the priority of processing of the multiple applications and the recovery of the common expenses of engineering, rearrangement and replacement, if any, incurred by the Company will be made. (C)
5. Whenever it is necessary for the Company to make pole replacements or rearrangements in order to accommodate attaching party's cable and facilities, the Company will endeavor to perform or have performed within normal work schedules such work after issuance of authority to, and acceptance of responsibility for costs by, attaching party as soon as is practicable upon consideration of the Company's service requirements. (C)
6. The estimated cost of any required make-ready work will continue in effect for a period of 30 days following the date of the estimate furnished the attaching party; provided, however, that should a request be received by the Company from another attaching party for attachment to a pole for which estimated make ready charges are outstanding, the attaching party will be immediately notified that such estimate will expire at the end of 15 days following the attaching party's receipt of such notification. (C)
7. The attaching party shall notify the Company whenever it is necessary for the Company to rearrange the Company's existing facilities on a pole or anchor owned by another party or transfer its facilities to a replacement pole or anchor owned by another party in order to accommodate the attaching party. The cost of such rearrangement and/or transfer will be included in the make-ready work for which attaching party shall pay the Company. (C)
8. Where emergency needs of the Company require, the Company may, without incurring any liability, remove the cables and facilities of attaching party from the Company's poles, at attaching party's expense. As soon as practicable thereafter, the Company will endeavor to make arrangements for the relocation or restoration of attaching party's cables and facilities on the Company's poles at attaching party's expense. (N)

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: May 31, 1996

Effective: January 1, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

Tariff

PART 2 - General Terms and Conditions
SECTION 6 - Pole Attachment and Conduit
Occupancy Accommodations

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Original Sheet No. 7

GENERAL REGULATIONS

- G. OCCUPANCY OF CONDUIT SYSTEM (C)
1. When an application is submitted by attaching party for authority to place its cables and facilities in the conduit system of the Company, the Company will advise attaching party of the availability of conduit space. In determining the availability of space in the Company's conduit system, the Company will consider its present and foreseeable communications and maintenance needs for conduit space. If conduit space is available, authority to occupy the conduit system will be granted to attaching party; provided, however, that the Company will not warrant the condition of such conduit system. Attaching party must provide to the Company, for approval, the dimensions of the facility to be placed. (C)
 2. The Company reserves the right to exclude cable and facilities of attaching party from manholes in the Company's conduit system, or to limit the type, number and size of attaching party's cable and facilities which may be placed in any of the Company's manholes. No innerduct (or its equivalent) may be placed by attaching party in the Company's conduit system. (C)
 3. Should the Company need for its own service requirements any of the space occupied by attaching party's cable and facilities located in the Company's conduit system, attaching party shall either surrender its authority for that portion of the Company's conduit system, and, at its expense, vacate the space occupied by its said cable or facilities, or, if the Company advises attaching party that attaching party's cable and facilities can be accommodated otherwise in the Company's conduit system, attaching party shall authorize the Company to rearrange attaching party's cable and facilities in the manner in which attaching party's cable and facilities can be accommodated, at the expense of attaching party. (C)
 4. Where emergency needs of the Company require, the Company may, without incurring any liability, remove the cables and facilities of attaching party from the Company's conduit system, at attaching party's expense. As soon as practicable thereafter, the Company will endeavor to make arrangements for the relocation or restoration of attaching party's cables and facilities in the Company's conduit system at attaching party's expense. (C)

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: May 31, 1996

Effective: January 1, 1996

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Detroit, Michigan

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GENERAL REGULATIONS

- H. OCCUPANCY OF TRENCH SYSTEM (C)
1. When an application is submitted by attaching party for authority to place its cables and facilities in the trench system of the Company, the Company will advise attaching party of the availability of trench space. In determining the availability of space in the Company's trench system, the Company will consider its present and foreseeable communications and maintenance needs for trench space. If trench space is available authority to occupy the trench system will be granted to attaching party; provided, however, that the Company will not warrant the condition of such trench system. (C)
 2. The Company reserves the right to exclude cable and facilities of attaching party from the Company's trench system, or to limit the type, number and size of attaching party's cable and facilities which may be placed in any of the Company's trench systems. (C)
 3. In the event the Company determines that any trench which the attaching party desires to occupy is inadequate or otherwise needs rearrangement of the existing facilities therein to accommodate the additional facilities of attaching party, the Company will indicate on the application the changes necessary to provide adequate trench space and the estimated cost thereof to attaching party and return it to attaching party. If attaching party desires that such changes be made and returns the application marked to so indicate, the Company will make such changes at the expense of attaching party. Attaching party shall also reimburse the owner or owners of other facilities occupying said trench for any expense incurred by it or them in transferring or rearranging said facilities to accommodate attaching party's facilities. Attaching party shall not be entitled to reimbursement of any amounts paid to the Company for the rearrangement of facilities in the Company's trench by reason of the use of any of the trench space so acquired by the Company or other authorized user. (C)

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: May 31, 1996

Effective: January 1, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

Tariff

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Original Sheet No. 9

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GENERAL REGULATIONS

H. OCCUPANCY OF TRENCH SYSTEM

(C)

(D)

(D)

4. Where emergency needs of the Company require, the Company may, without incurring any liability, remove the cables and facilities of attaching party from the Company's trench system, at attaching party's expense. As soon as practicable thereafter, the Company will endeavor to make arrangements for the relocation or restoration of attaching party's cables and facilities in the Company's trench system at attaching party's expense.

(C)

(C)

(C)

|

(C)

I. CONSTRUCTION AND MAINTENANCE OF FACILITIES

(C)

1. Attaching party may attach to the poles of Company or place in the conduit or trench systems of the Company, only those attaching party facilities authorized to be attached or placed in the permit issued under paragraph E, preceding. Attaching party shall not attach to the poles of Company or place in the conduit or trench systems of the Company, any attaching party facilities not authorized to be attached or placed in the permit issued under paragraph E. preceding. Attaching party shall not modify, supplement, add to or rearrange any attaching party facilities attached to the poles of Company or placed in the conduit or trench systems of the Company, without having been issued a permit by the Company under paragraph E., preceding.

(N)

(N)

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: May 31, 1996

Effective: January 1, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

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GENERAL REGULATIONS

- I. CONSTRUCTION AND MAINTENANCE OF FACILITIES (C)
2. Attaching party shall, at its own expense, make and maintain its pole attachments in a safe condition and in thorough repair, in conformance with the permit authorizing the attachment and in a manner acceptable to the Company, and so as not to conflict with the use of said poles by the Company or by other authorized users of said poles, or interfere with other facilities thereon or which may from time to time be placed thereon. Attaching party shall, at its own expense, upon five (5) days' notice from the Company, relocate or replace its facilities placed on said poles, or transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by the Company; provided, however, that after such notice, or without notice in the case of an emergency, the Company may arrange to relocate or replace the attachments placed on said poles by attaching party, transfer them to substituted poles, or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles or of the facilities hereon or which may be placed thereon, or for the service needs of the Company, and attaching party shall reimburse the Company for the expense thereby incurred. (C)
3. The Company shall specify the location on each individual pole to be occupied by the facilities of each attaching party. Where multiple attaching party's attachments are involved, the Company will attempt, to the extent possible, to designate the same relative position on each such pole of each attachment. (C)
4. Attaching party's cable and facilities shall be placed in, removed from, relocated in or maintained in the Company's conduit system or trench systems only with specific authorization for the work to be performed and if approval of the person, firm or corporation that will perform the work has been obtained in writing in advance from the Company. The Company retains the right to specify what, if any, work shall be performed by attaching party. (C)

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: May 31, 1996

Effective: January 1, 1996

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Detroit, Michigan

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PART 2 - General Terms and Conditions
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Original Sheet No. 11

GENERAL REGULATIONS

- I. CONSTRUCTION AND MAINTENANCE OF FACILITIES (C)
5. In each instance where attaching party's cable and facilities are to be placed in the Company's conduit system or trench system, the Company shall specify, among other things, the cable configuration and location of attaching party's cable and facilities, the particular duct or innerduct of the conduit or trench such cable will occupy, and the location where and manner in which attaching party's cable will enter and exit the Company's conduit or trench system. (C)
6. The Company's manholes shall be opened only as permitted by the Company's authorized employees or agents. Attaching party shall be responsible for obtaining any necessary permits from Federal, State, County, Municipal or other local authorities to open manholes and to conduct the work operations. Attaching party's employees, agents or contractors will be permitted to enter or work in the Company's manholes only when an authorized agent or employee of the Company is present. The Company's said agent or employee shall have the authority to close down attaching party's work operations in and around the Company's manholes if, in the sole discretion of said agent or employee, any hazardous conditions arise or any unsafe practices are being followed by attaching party's employees, agents or contractors. Attaching party agrees to pay the full cost of having the Company's agent or employee present when attaching party's authorized agent or employee performs such work. The presence of the Company's agent or employee shall not relieve attaching party of its responsibility to conduct all of its work operations in and around the Company's manholes in a safe and workmanlike manner, and in accordance with the terms of this tariff (C)
7. Attaching party shall notify the Company in advance of any of attaching party's construction activities so that proper coordination and inspection can be arranged. (C)

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: May 31, 1996

Effective: January 1, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

Tariff

1st Revised Sheet No. 12

Cancels

Original Sheet No. 12

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GENERAL REGULATIONS

- J. TERMINATION OF PERMITS (C)
1. Upon notice from the Company to attaching party that the use of any pole, conduit or trench system is not authorized by Federal, State, County or Municipal authorities or private property owners, the permit covering the use of such pole, conduit or trench system shall immediately terminate and shall be surrendered and attaching party shall immediately remove its cables and facilities from the affected pole or poles or shall make arrangements for the removal of its cable and facilities from the affected portion of the Company's conduit or trench system at attaching party's expense. (C)
 2. Attaching party may at any time remove its facilities from any pole of the Company, but shall immediately give the Company written notice of such removal and surrender of its permit to attach to such pole or poles. If attaching party surrenders its permit but fails to remove its facilities from the Company's poles, the Company shall have the right to remove attaching party's facilities at attaching party's expense and without any liability on the part of the Company for damage or injury to attachments. In the event that attaching party's cables and facilities shall be removed from any pole as provided by this tariff, no attachment shall again be made to such pole unless attaching party shall have first complied with all of the provisions of this tariff as though no such attachment had previously been made. (C)
 3. If attaching party desires to terminate its permit for the right to occupy any part of the Company's conduit system, attaching party shall give the Company written notice of such surrender. In such event, attaching party shall make arrangements with the Company for the removal of attaching party's cables and facilities from that part of the Company's conduit system at attaching party's expense. In the event that attaching party's cables and facilities shall be removed from the Company's conduit system as provided by this tariff, no cable or facilities shall again be placed in that part of such conduit system unless attaching party shall have first complied with all of the provisions of this tariff as though no cables and facilities of attaching party had previously been placed in that part of the Company's conduit system. (C)

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/1/ Material now appears on Original Page 12.1

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: May 31, 1996

Effective: January 1, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

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1st Revised Sheet No. 13
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PART 2 - General Terms and Conditions
SECTION 6 - Pole Attachment and Conduit
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GENERAL REGULATIONS

- K. INSPECTION OF ATTACHING PARTY'S INSTALLATIONS (C)
1. The Company reserves the right to make periodic inspections of any part of the cable and facilities of attaching party on its poles in its conduit and trench systems and in the vicinity of such cable and facilities; and attaching party shall reimburse the Company for the expense of such inspections. Inspections will not be made more often than once every five (5) years, and upon notice to attaching party, unless in the Company's judgment, such inspections are required for reasons involving safety or are required because of a violation of the terms of this tariff by attaching party. The charge for the inspections shall be paid by the attaching party and shall be computed in the same manner as specified for Make Ready Survey and Make Ready Work elsewhere in this tariff. The making of such inspections or the failure to do so shall not operate to relieve attaching party of any responsibility, obligation or liability assumed under this tariff. (C)
 2. If any cable and facilities of attaching party shall be found on a pole or within a conduit or trench system for which no authority is outstanding, the Company, without prejudice to its other rights or remedies under this tariff may (1) impose a charge, and (2) require attaching party to remove such cable and facilities forth with, or the Company may remove them without liability, and the expense of removal shall be borne by attaching party. For the purpose of determining the charge, absent satisfactory evidence to the contrary, the unlicensed use shall be treated as having existed for a period of two (2) years prior to its discovery or for the period beginning with the date of the contract covering the attachments in the same area, whichever period shall be the shorter; and the fee, at the appropriate rate for each year and for any portion of a year contained in such period, shall be due and payable forthwith. Any such fee imposed by the Company shall be in addition to its rights to any other sums due and payable and to any claims for damages under this tariff. No act or failure to act by the Company with regard to said fee or said unauthorized use shall be deemed as a ratification or approval of the unauthorized use, and if any authority should subsequently be issued, after application and payment of the application fee therefore, said authority shall not operate retroactively or constitute a waiver by the Company of any of its rights or privileges under this tariff. (C)

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: May 31, 1996

Effective: January 1, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

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1st Revised Sheet No. 14
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PART 2 - General Terms and Conditions
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GENERAL REGULATIONS

- L. LIABILITY AND DAMAGES (C)
1. The Company reserves to itself, its successors and assigns, the right to maintain its poles, conduit and trench systems and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. In the absence of gross negligence or willful misconduct, the Company shall not be liable to attaching party for any interruption to service of attaching party or for interference with the operation of the cables and facilities of attaching party arising in any manner out of the use of the Company's poles, conduit or trench systems. (C)
 2. The Company reserves the right to reject or require replacement of any agents or contractors retained by the attaching party to perform any work operations involving the attachment of attaching party's facilities to the facilities of the Company. Any such agents or contractors retained by the attaching party shall not be considered as agents, contractors or employees of the Company. (C)
 3. Attaching party shall exercise special precautions to avoid damaging the cables, equipment and facilities of the Company and of others occupying the Company's poles, conduit or trench systems, and attaching party hereby assumes all responsibility for any and all loss for such damage. Attaching party shall make an immediate report to the Company of the occurrence of any such damage and hereby agrees to reimburse the respective owners for the expense incurred in making repairs. (C)

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: May 31, 1996

Effective: January 1, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

Tariff

PART 2 - General Terms and Conditions
SECTION 6 - Pole Attachment and Conduit
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GENERAL REGULATIONS

- L. LIABILITY AND DAMAGES (C)
4. Attaching party shall defend, indemnify, protect and save harmless the Company from and against any and all claims and demands for damages to property and injury or death to persons, including payments made under any Worker'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 attaching party's cable and facilities by the attaching party or the agents or contractors of the attaching party, or by the proximity of the cables and facilities of the parties hereto, or by an act of attaching party or attaching party's agents or contractors on or in the vicinity of the Company's poles, conduit or trench system. Attaching party shall also indemnify, protect and save harmless the Company from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of attachments including taxes; special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of attaching party's equipment whether arising from the use of attaching party's equipment in combination with the Company's poles, conduit system or trench system or otherwise. (C)
5. Attaching party shall obtain and maintain insurance, to protect the Company and the attaching party from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind of nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The minimum amounts of such insurance shall be specified by the Company. Attaching party shall carry such insurance as will protect it from all claims under any Worker's Compensation Laws in effect that may be applicable to it. The company or companies issuing such insurance shall be acceptable to the Company. Attaching party shall submit to the Company certificates from each insuring company, or such other evidence of insurance which is satisfactory to the Company, indicating that attaching party is insured against all liabilities of attaching party under this tariff, and that such insurance will not be canceled or changed except after thirty (30) days' notice to the Company. (C)

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: May 31, 1996

Effective: January 1, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

Tariff

PART 2 - General Terms and Conditions
SECTION 6 - Pole Attachment and Conduit
Occupancy Accommodations

1st Revised Sheet No. 16
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Original Sheet No. 16

GENERAL REGULATIONS

- M. TERMINATION OF AUTHORITY (C)
1. If attaching party fails to comply with any of the terms or conditions of this tariff or defaults in any of its obligations under this tariff or fails within thirty (30) days after written notice from the Company to correct such default or noncompliance, the Company may, at its option, forthwith terminate any license granted hereunder, or the permit or permits covering the poles, conduit or trench systems as to which such default or noncompliance has occurred. (C)
 2. The Company has the right to terminate any license and/or permit granted hereunder, without notice: (C)
 - a. If the attachments are maintained or used in violation of any law or in aid of any unlawful act or undertaking; or (C)
 - b. If any permit or other authorization which may be required by any governmental authority for the operation or maintenance of attaching party's cables and facilities on the Company's poles, conduit or trench system is revoked, denied, or not granted before the date when possession of such permit or authorization becomes a condition of continued operations; or (C)
 - c. If attaching party defaults under the provisions of paragraph B. preceding. (C)
 3. If the Insurance Carrier at any time notifies the Company that the policy or policies of insurance, as required under paragraph L preceding, will be canceled or changed so that the requirements of paragraph L will no longer be satisfied, the authority covered by such policies shall cease and terminate upon the effective date of such notification. (C)
 4. Subject to the provisions of paragraph N following, should attaching party cease to provide its services in an area covered by authority granted hereunder, then all of attaching party's rights, privileges and authorizations under such authority shall automatically terminate on the date following the final day that such services are provided. (C)

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: May 31, 1996

Effective: January 1, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

Tariff

1st Revised Sheet No. 1
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PART 2 - General Terms and Conditions
SECTION 6 - Pole Attachment and Conduit
Occupancy Accommodations

GENERAL REGULATIONS

- N. ASSIGNMENT (C)
1. Attaching party shall not assign, sublet or transfer the privileges contained herein in whole or part without the prior consent in writing of the Company; such consent will not be unreasonably withheld. (C)
 2. In the event that such consent or consents are given by the Company, the provisions of this tariff and the contracts referenced herein shall extend to and bind the successors and assigns of the attaching party. (C)
 3. The Company may hereunder assign its rights, at any time, without prior notice to attaching party, to a parent, affiliate, subsidiary, or successor corporation. (C)
- O. NONEXCLUSIVE LICENSE (C)
1. Nothing herein contained shall be construed as a grant of any exclusive license, right or privilege to attaching party. The Company has the right to grant, renew and extend rights and privileges to others to use any of the Company's poles, pedestals or conduit systems. (C)
- P. WAIVER OF TERMS AND CONDITIONS (C)
1. Failure to enforce or insist upon compliance with any of the terms or conditions of this tariff or failure to give notice or declare the authority granted hereunder terminated does not constitute a general waiver or relinquishment of any such terms, conditions or acts; the same shall remain at all times in full force and effect.

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: May 31, 1996

Effective: January 1, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

Tariff

1st Revised Sheet No. 18
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Original Sheet No. 18

PART 2 - General Terms and Conditions
SECTION 6 - Pole Attachment and Conduit
Occupancy Accommodations

CHARGES

A. APPLICATION OF CHARGES

1. The fees, rates and charges detailed in the following apply for the attachment to or occupancy of the Company's facilities.
2. All bills for such charges are payable upon presentation to the attaching party, and shall be deemed delinquent if not paid within 30 days after presentation. (C)
(D)
|
(D)
3. The Company may require that the attaching party furnish bond or other satisfactory evidence of security in such amount as the Company may deem appropriate to guarantee the payment of any sums which may become due the Company for fees hereunder or work performed for the attaching party, including the removal of attachments upon termination of any authority granted hereunder. (C)
(C)

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: May 31, 1996

Effective: January 1, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

Tariff

PART 2 - General Terms and Conditions
SECTION 6 - Pole Attachment and Conduit
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CHARGES

B. LICENSE ISSUANCE, MODIFICATION OR ASSIGNMENT

(N)

1. License Fee

The License Fee covers the handling of attaching party's request for a license to attach to the Company's poles or occupy the Company's conduit or trench systems. The License Fee also covers the initial issuance of the contract described in A.2., General Regulations preceding. The License Fee shall accompany the attaching party's request for a license, and is non-refundable.

License Fee - \$200.00 per request

2. Modification or Assignment Fee

The Modification or Assignment Fee covers the handling of a request by the attaching party to modify in any manner a license or the contract described in A2, General Regulations, preceding, or to assign a license, permit or contract as provided in Paragraph N., General Regulations, preceding. The Modification or Assignment Fee shall accompany the attaching party's request to modify or assign a license or assign a permit and is non-refundable. Multiple simultaneous requests require a separate \$200.00 fee for each request.

Modification or Assignment Fee - \$200.00 per request

(N)

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: May 31, 1996

Effective: January 1, 1996

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CHARGES

C. POLE ATTACHMENTS

(C)

(D)

(D)

1. Make Ready Survey Charges and Deposit

- a. Make Ready Survey charges include all charges for record verifications, field surveys and engineering necessary to accommodate the attachment of the attaching party's facilities. (N)
- b. The charges for such work shall be the full cost to the Company for performing such work plus an amount equal to 10% of such full cost. These costs shall be determined in accordance with the regular and customary methods used by the Company in determining such costs.
- c. Prior to the commencement of any Make Ready Survey work by the Company, the attaching party shall deposit with a Company against the Make Ready Survey charges, the Company's estimated amount of the sum Make Ready Survey charges. Attaching party shall pay the Company any amounts by which the Make Ready Survey Charges exceed the deposit. The Company shall refund to the attaching party any amount by which the deposit exceeds the Make Ready Survey charges. (N)

2. Make Ready Work Charges

(C)

- a. Make Ready Work charges include all charges for post construction inspections, rearrangements, and any other work necessary to modify the Company's facilities to accommodate the attachment of the attaching party's facilities. The charges for such work shall be the full cost to the Company for performing such work plus an amount equal to 10% of such full cost. These costs shall be determined in accordance with the regular and customary methods used by the Company in determining such costs. (C)
- b. The charge for replacement of poles shall include the entire cost to the Company, including the cost of placing the new poles, cost of removal less any salvage recovery, the cost of transferring the Company's facilities from the old to the new poles and the cost of any necessary rearrangement work. (C)

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: May 31, 1996

Effective: January 1, 1996

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CHARGES

- C. POLE ATTACHMENTS (C)
3. Attachment Fee (C)
- a. The Attachment Fee applies to each pole on which the attaching party has placed its facilities or has applied for authority to place its facilities. (C)
- b. Attachment Fees are due and payable twice each year, in advance. On January 1 of each year attachment fees will be billed for the number of poles on which attachments were in place or had been applied for as of December 1 of the preceding year; on July 1 of each year such fees will be billed for the number of poles on which attachments were in place or had been applied for as of June 1 of the same year. Any attachments made within each billing period will be billed at the time of the attachment for the entire billing period. (N)
(N)
- c. Attachment Fee - \$2.88 per pole, per year for each one foot of usable space occupied by the attaching party's attachments. (C)
(D)
(D)
- d. Power Supply Attachment Fee - \$2.88 per pole, per year in addition to the above Attachment Fee, for any power supply mounted on a pole. (N)
(N)
(D)
- (D)

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: May 31, 1996

Effective: January 1, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

Tariff

1st Revised Sheet No. 21
Cancel:
Original Sheet No. 21

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SECTION 6 - Pole Attachment and Conduit
Occupancy Accommodations

CHARGES

D. OCCUPANCY OF CONDUIT SYSTEMS

(C)

(D)

(D)

1. Conduit Record Check Charges and Deposit

(N)

- a. Conduit Record Check charges include all charges for record search and apparent conduit availability verification.
- b. The charges for such work shall be the full cost to the Company for performing such work plus an amount equal to 10% of such full cost. These costs shall be determined in accordance with the regular and customary methods used by the Company in determining such costs.
- c. Prior to the commencement of any Conduit Record Check work by the Company, the attaching party shall deposit with a Company, against the Conduit Record Check charges, the Company's estimated amount of the Conduit Record Check charges attaching party shall pay the Company any amounts by which the Conduit Record Check charges exceed the deposit. The Company shall refund to the attaching party any amounts by which the deposit exceeds the Conduit Record Check charges.

(N)

2. Make Ready Work Charges

(C)

Make Ready Work charges include all charges for inspections, rodding, swabbing, placement and removal of innerduct and/or cable, and any other work necessary to accommodate the placement of attachments. The charges for such work shall be the full cost to the Company for performing such work plus an amount equal to 10% of such full cost. These costs shall be determined in accordance with the regular and customary methods used by the Company in determining such costs.

(C)

(C)

(C)

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: May 31, 1996

Effective: January 1, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

Tariff

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Occupancy Accommodations

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CHARGES

D. OCCUPANCY OF CONDUIT SYSTEMS (C)

3. Occupancy Fee

- a. The Occupancy Fee applies to the total number of feet of the Company's conduit system utilized for the placement of attachments. (C)
- b. The length of the conduit shall be measured from center to center of the manholes, or from the center of the terminating manhole to the end of the Company's conduit system occupied by attachments. (C)
- c. If attaching party's partial occupancy of a continuous conduit system of the Company renders the remainder or any portion thereof unusable to the Company, the Occupancy Fee shall apply for both the portion of the duct footage physically occupied plus that portion rendered unusable to the Company. (C)
- d. If the attaching party occupies a duct, the attaching party shall be billed at three times the rate per innerduct foot for the occupancy. (C)
- e. Occupancy Fees are due and payable twice each year, in advance. On January 1 of each year Occupancy Fees will be billed for the number of conduit (duct) feet occupied by the attaching party as of December 1 of the preceding year; on July 1 of each year such fees will be billed for the number of conduit (duct) feet occupied as of June 1 of the same year. Occupancies that begin within a billing period will be billed for the entire billing period at the time of permit issuance. (N)

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: May 31, 1996

Effective: January 1, 1996

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CHARGES

D. OCCUPANCY OF CONDUIT SYSTEMS

f. Occupancy Fees are based on the type of area in which such occupancy is made, as described below.

<u>Type of Area</u>	<u>Occupancy Fee Per Innerduct Foot, Per Year</u>	(C)
<u>Soft (Rural) Area</u> The area outside of the base rate area of the exchange or zone involved.	\$.35	(R)
<u>Hard (Urban or Suburban) Area</u> The area within the base rate area of the exchange or zone involved, excluding those areas classified as the Core Area.	.35	(R)
<u>Core (Central Business District) Area</u> The area in the Central Business District of a city that is charac- terized by a concentration of high rise buildings with congested streets and primarily underground utilities.	.35	(R)
<u>Unique Area</u> Any area in which conditions are present which render it unique from the types of areas described above, e.g., underwater conduit, conduit in bridges or tunnels, etc.	Charges Based On Cost Apply	

(D)

(D)

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CHARGES

E. OCCUPANCY OF TRENCH SYSTEMS (C)

1. Make Ready Survey and Make Ready Work Charges

Make Ready Survey and Make Ready Work charges include all charges for inspections, engineering rearrangements, and any other work necessary to accommodate the placement of attachment facilities. The charges for such work shall be the full cost to the Company for performing such work plus an amount equal to 10% of such full cost. These costs shall be determined in accordance with the regular and customary methods used by the Company in determining such costs. (C)

2. Occupancy Fee

a. The Occupancy Fee is a one-time charge consisting of the attaching parties prorated share of the actual cost of the trenching involved. The prorated share is determined by dividing the total number of occupants sharing the trench into the total trenching costs common to all occupants. In addition, each attaching party (or occupant) is charged the full amount of any additional work required solely to accommodate that attaching party. (C)

b. Where one occupant has two or more dissimilar facilities in a trench, each facility will be considered as a separate occupant for the purposes of prorating the trenching costs. (C)

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CHARGES

- F. CHARGE FOR PERIODIC INSPECTIONS (C)
1. The Company reserves the right to make periodic inspections of the facilities of other parties which are attached to or occupy space in the Company's facilities, and to charge the cost of such inspections to the attaching party, as described under General Regulations, K.1. preceding. (C)
 2. The charges for such inspections shall be the full cost to the Company of conducting such inspections plus an amount equal to 10% of such full cost. These costs shall be determined in accordance with the regular and customary methods used by the Company in determining such costs.
- G. DEPOSITS OR ADVANCE PAYMENTS (C)
1. The Company reserves the right to require deposits or advance payments from attaching parties if, in the judgment of the Company, such deposits or advance payments are warranted. The amount of such deposits or advance payments shall be determined by the Company. (C)
- H. RIGHTS-OF-WAY (C)
1. Attaching party will be responsible for obtaining any rights-of-way necessary for attachment of its facilities. (C)

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