

FRONTIER NORTH INC.

SCHEDULE OF RATES, CHARGES, AND  
REGULATIONS GOVERNING

FACILITY SPACE ATTACHMENT

Applying in the Exchanges of this Company in  
Michigan, as designated in the Table of Contents  
of Tariff M.P.S.C. No. 1R

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Rochester, New York

## FACILITY SPACE ATTACHMENT

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## FACILITY SPACE ATTACHMENT

### EXPLANATION OF SYMBOLS

- (C) - Signifies a Changed regulation.
- (D) - Signifies a Discontinued tariff or regulation.
- (I) - Signifies an Increase.
- (N) - Signifies a New rate or rule.
- (R) - Signifies a Reduction.

### REFERENCES TO OTHER TARIFFS

Whenever reference is made in this tariff to other tariffs of this Company, or to tariffs of other participating carriers, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof.

## FACILITY SPACE ATTACHMENT

### 1. APPLICATION OF TARIFF

- 1.1 This tariff contains regulations, rates and charges applicable to attachments by a cable television system to a pole, pedestal, duct, conduit or right-of-way owned or controlled by Frontier North Inc., hereafter referred to as the Telephone Company, within its operating territory in the state of Michigan.



## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS

#### 2.1 DEFINITIONS

##### ANCHOR

An assembly (rod and fixed object or plate) designed to resist the pull of a guy strand, owned in whole or in part by the Telephone Company or by others, for which the Telephone Company is responsible for authorizing the attachment of attachee's facilities.

##### ANCHOR ATTACHMENT

A guy strand attached to an anchor.

##### ATTACHEE

The cable television system or other entity authorized by the Telephone Company to attach its facilities to poles, pedestals, and anchors or place its facilities in a conduit system.

##### ATTACHEE'S FACILITIES

All equipment and associated hardware owned and utilized by an attachee which is attached to a pole, pedestal or anchor or occupies a conduit system.

##### CONDUIT

A structure, usually underground, containing one or more ducts.

##### CONDUIT OCCUPANCY

Occupancy of a conduit system by any item of attachee's facilities.

##### CONDUIT SYSTEM

Any combination of ducts, conduits, manholes, handholes, and vaults joined to form an integrated whole, which is owned solely or in part by the Telephone Company.

##### CUSTOMER

A purchaser of basic exchange and/or additional services provided by Frontier North Inc.

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.1 DEFINITIONS (cont'd)

##### DUCT

A single enclosed raceway for conductors or cables.

##### GUY STRAND

A metal cable attached to a pole and anchor (or another pole) for the purpose of increasing pole stability.

##### JOINT USER

A joint owner or party which may attach to a pole or anchor or occupy a conduit either solely or partially owned by the Telephone Company in return for granting the Telephone Company equivalent rights of attachment or occupancy to poles, pedestals, and/or conduit which it owns, either solely or partially.

##### MANHOLE

A subsurface enclosure which personnel may enter and which is used for the purpose of installing, operating, and maintaining communication facilities.

##### MAKE-READY WORK

All work, including but not limited to field survey, rearrangement and/or transfer of existing facilities, replacement of a pole or other changes, required to accommodate the attachee's facilities on a pole or pedestal or anchor or in a conduit system.

##### POLE

A pole owned solely or in part by the Telephone Company and/or by others for which the Telephone Company is responsible for authorizing the attachment of attachee's facilities.

##### POLE ATTACHMENT

Any item of attachee's facilities in direct contact with a pole.

##### SUSPENSION STRAND

A metal cable attached to a pole and used to support communications facilities.

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.2 UNDERTAKING OF THE TELEPHONE COMPANY

##### 2.2.1 Scope

Subject to the provisions of this tariff, the Telephone Company will authorize the attachment of facilities to a pole, pedestal, or anchor, the utilization of an anchor and its associated guy strand or the placement of facilities in a conduit system for any lawful communications purpose.

##### 2.2.2 Limitations

No use, however extended, of a pole, anchor, anchor and associated guy strand or conduit system or payment of any charges required under this tariff shall create or vest in the attachee any ownership or property rights in such pole, pedestal, anchor, guy strand or conduit system.

Nothing contained in this tariff shall be construed to compel the Telephone Company to construct, reconstruct, retain, extend, repair, place, replace or maintain a pole, pedestal, anchor, guy strand, conduit or other facilities for use by an attachee that is not needed for the Telephone Company's own service requirements.

Nothing contained in this tariff shall be construed as a limitation, restriction, or prohibition against the Telephone Company with respect to any agreement and arrangement which the Telephone Company has heretofore entered into, or may in the future enter into, with others not covered by this tariff regarding the pole, pedestals, anchors, guy strands and conduit systems covered by this tariff. The rights of the attachee shall at all times be subject to any such existing and future agreement or arrangement.

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.2 UNDERTAKING OF THE TELEPHONE COMPANY (cont'd)

##### 2.2.3 Liability

The Telephone Company reserves the right to locate and maintain its poles, pedestals, anchors, guy strands and conduit systems and operate its facilities in such a manner as will best enable it to fulfill its own service requirements.

The Telephone Company shall not be liable to the attachee for any interruption of attachee's service; for interference with the operation of the attachee's facilities; for any special, indirect, or consequential damages arising in any manner, except in situations caused by, or arising out of the negligence of the Telephone Company, out of use by the attachee's facilities of a pole, pedestal, anchor guy strand, or conduit system or the Telephone Company's actions or omissions in regard thereto and attachee shall indemnify and save harmless the Telephone Company from and against any and all claims, demands, causes of action, costs and attorney fees of whatever kind resulting therefrom.

The Telephone Company shall exercise precaution to avoid damaging the facilities of the attachee, make an immediate report to the attachee of the occurrence of any such damage caused by its employees, agents or contractors, and agrees to reimburse the attachee for all costs incurred by the attachee to repair such damaged facilities.

##### 2.2.4 Cancellation for Cause

Authorizations for pole and anchor attachments, anchor and guy strand utilization and conduit system occupancy granted under provision of this tariff may be terminated by the Telephone Company if:

- A. The attachee's insurance carrier shall at any time notify the Telephone Company that the policies of insurance, as required by 2.3.5 following, will be cancelled or changed so that those requirements will no longer be satisfied.

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.2 UNDERTAKING OF THE TELEPHONE COMPANY (cont'd)

##### 2.2.4 Cancellation for Cause (cont'd)

- B. Any authorization which may be required by any governmental or private authority for the construction, operation and maintenance of the attachee's facilities is denied or revoked.
- C. The attachee's facilities are used or maintained in violation of any law or in aid of any unlawful act or undertaking.
- D. The attachee ceases to have authority to construct and operate its facilities on public or private property at the location of a particular pole, pedestal, anchor, or conduit covered by an authorization.
- E. The attachee fails to comply with any of the provisions of this tariff or defaults in any of its obligations hereunder.
- F. In the event that the Telephone Company determines that it requires for its own purposes the use of space on/in Telephone Company facilities which is occupied by attachee, attachee must remove its attachments within 30 days after written notice by the Company.

The Telephone Company will promptly notify the attachee in writing of any condition applicable in 2.2.4 A. through F. preceding. The attachee shall take immediate corrective action to eliminate any such condition and shall confirm in writing to the Telephone Company within 30 days following receipt of such written notice that the cited condition has ceased or been corrected. If attachee fails to discontinue or correct such condition and fails to give the required written confirmation to the Telephone Company within the time period required, the Telephone Company may immediately terminate the attachment and/or occupancy authorization affected by the condition.

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.2 UNDERTAKING OF THE TELEPHONE COMPANY (cont'd)

##### 2.2.5 Notices

All written notices required under this tariff shall be given by posting the same in first class mail.

#### 2.3 OBLIGATION OF ATTACHEE

##### 2.3.1 Legal Requirements

Attachee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and maintain its facilities on such public or private property before it attaches its facilities to poles and anchors or occupies conduit located on the same public and/or private property.

The attachee and Telephone Company shall at all times observe and comply, and the provisions of this tariff are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the attachee and the Telephone Company under this tariff.

No authorization granted under this tariff shall extend to any pole, pedestal, anchor, guy strand or portion of a conduit system where the attachment or placement of attachee's facilities would result in a forfeiture of the rights of the Telephone Company or joint users to occupy the property on which such poles, pedestals, anchors, or conduit system are located. If the existence of attachee's facilities on a pole, pedestal, anchor, guy strand or in a conduit system would cause a forfeiture of the right of the Telephone Company or joint user, or both, to occupy such property, attachee agrees to remove its facilities upon receipt of written notification from the Telephone Company. If the attachee has not completed such removal within (30) days of receipt of such written notification, the Telephone Company may perform and/or have performed such removal without liability on the part of the Telephone Company and attachee agrees to pay the Telephone Company or joint user, or both, the cost of all losses and damages that may result.

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.3 OBLIGATION OF ATTACHEE (cont'd)

##### 2.3.2 Assignment of Rights

Attachee shall not assign or transfer any authorization granted hereunder and such authorizations shall not benefit attachee's successors or assigns without the prior written consent of the Telephone Company. In the event such consent is granted by the Telephone Company, the provisions of this tariff shall apply to and bind the successors and assigns of the attachee.

##### 2.3.3 Construction, Maintenance and Removal of Attachee's Facilities

Attachee shall, as its own expense, construct and maintain its facilities on poles, pedestals, anchors and in conduit systems in a safe condition and in a manner acceptable to the Telephone Company so as not to physically conflict or electrically interfere with the facilities attached or placed by the Telephone Company, joint users, or other authorized attachees.

A. The attachee's facilities shall be placed and maintained in accordance with the requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the Occupational Safety and Health Act (OSHA), Telephone Company Construction Procedures, and any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.

B. If any part of attachee's facilities is not so placed and maintained and attachee has not corrected the violations within (30) days from receipt of written notice from the Telephone Company, the Telephone Company may correct said conditions. When such conditions pose an immediate threat to the safety of the Telephone Company's employees or the public; interfere with the performance of the Telephone Company's service obligations; or pose an immediate threat to the physical integrity of Telephone Company facilities, the Telephone Company may perform such work and/or take such action that it deems necessary without prior notice to the attachee and without subjecting itself to any liability.

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.3 OBLIGATION OF ATTACHEE (cont'd)

##### 2.3.3 Construction, Maintenance and Removal of Attachee's Facilities (cont'd)

As soon as practicable thereafter, the Telephone Company will endeavor to arrange for reaccommodations of attachee's facilities. The attachee shall be responsible for paying the Telephone Company for all costs incurred by the Telephone Company for such work, action and reaccommodation.

The Telephone Company shall specify the point of attachment on each pole or anchor to be occupied by attachee's facilities. Where facilities of more than one attachee are involved, the Telephone Company will attempt, to the extent practical, to designate the same relative position on each pole or pedestal or anchor for each attachee's facilities.

Attachee shall notify the Telephone Company in writing at least (15) days before adding to, relocating, replacing or otherwise modifying its facilities attached to a pole or pedestal or anchor where additional space or holding capacity may be required on either a temporary or permanent basis.

Attachee's facilities shall be placed, maintained, removed, relocated or replaced in a conduit system only after specific written authorization for the work to be performed and approval of the party to perform such work has been obtained in advance from the Telephone Company. The Telephone Company retains the right to specify what, if any, work shall be performed by the Telephone Company at attachee's expense.



## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.3 OBLIGATION OF ATTACHEE (cont'd)

##### 2.3.3 Construction, Maintenance and Removal of Attachee's Facilities (cont'd)

The Telephone Company reserves the right to limit the type, number and size of attachee's facilities which may be placed in a conduit system. In each instance where attachee's facilities are to be placed in a conduit system, the Telephone Company shall designate the particular duct the facilities will occupy, the location where and manner in which attachee's facilities will enter and exit the conduit system, the racking of cables in a manhole and the specific location of any associated equipment which is permitted by the Telephone Company to occupy a conduit system.

The Telephone Company's manholes shall be opened only as permitted by Telephone Company authorized employees or agents. Attachee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes and conduct work operations therein. Attachee's employees, agents or contractors will be permitted to enter or work in Telephone Company's manholes only when an authorized employee or agent of the Telephone Company is present. Such Telephone Company employee or agent shall have the authority to suspend attachee's work operations in and around the Telephone Company's manholes if said employee or agent determines any hazardous condition arises or any unsafe practice is being followed by attachee's employees, agents or contractors. Attachee agrees to pay the Telephone Company the charges, as determined in accordance with 3. following, for having the Telephone Company's authorized employee or agent present when attachee's work is being done in and around the Telephone Company's manholes. The presence of the Telephone Company's authorized employee or agent shall not relieve attachee of its responsibility to conduct all of its work operations in and around the Telephone Company's manholes in a safe and workmanlike manner.

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.3 OBLIGATION OF ATTACHEE (cont'd)

##### 2.3.3 Construction, Maintenance and Removal of Attachee's Facilities (cont'd)

C. Attachee, at its expense, will remove its facilities from a pole, pedestal, or anchor or portion of a conduit system within (30) days after:

1. Termination of the specific authorization covering such attachment or occupancy; or
2. The date attachee replaces its exiting facilities in one duct with the placement of substitute facilities in another duct.

Attachee shall be liable for and pay all charges pursuant to provisions of this tariff to the Telephone Company until all of attachee's facilities are physically removed from such poles, pedestals, anchors and conduit systems. If attachee fails to remove its facilities within the specified period, the Telephone Company shall have the right to remove such facilities at attachee's expense and without liability on the part of the Telephone Company for damage to such facilities or interruption of attachee's services.

Should the Telephone Company remove any of attachee's facilities, the Telephone Company will deliver to the attachee the facilities so removed upon payment by attachee of the cost of removal, storage and delivery and all other amounts due the Telephone Company. The Telephone Company shall have a lien on all facilities so removed and with the power of public or private sale to cover any such aforementioned amounts due the Telephone Company. Such liens shall not operate to prevent the Telephone Company from pursuing, at its option, any other remedy of law, equity or otherwise.

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.3 OBLIGATION OF ATTACHEE (cont'd)

##### 2.3.3 Construction, Maintenance and Removal of Attachee's Facilities (cont'd)

- D. When attachee's facilities are removed from a pole, pedestal, anchor or conduit system, no reattachment to the same pole, pedestal, or anchor or replacement in the same portion of a conduit system shall be made until:
1. The attachee has first complied with all of the provisions of this tariff as though no such pole, pedestal, or anchor attachment or conduit occupancy had been previously made, and
  2. All outstanding charges due the Telephone Company for such previous attachment and/or occupancy have been paid in full.
- E. Attachee shall advise the Telephone Company, in writing, the date on which the removal of its facilities from each pole, pedestal, anchor or portion of a conduit system has been completed.

##### 2.3.4 Claims and Damages

The attachee shall exercise precaution to avoid damaging the facilities of the Telephone Company and others attached to poles, pedestals, and anchors, or occupying a conduit system and the attachee assumes all responsibility for any and all loss from such damage caused by attachee's employees, agents or contractors.

Attachee shall make an immediate report to the owner of the facilities that are so damaged and reimburse such party for the costs incurred in making the required repairs.

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.3 OBLIGATION OF ATTACHEE (cont'd)

##### 2.3.4 Claims and Damages (cont'd)

Attachee shall promptly advise the Telephone Company of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the attachee's facilities. Copies of all accident reports and statements made to attachee's insurer by the attachee or others shall be furnished promptly to the Telephone Company.

The attachee shall indemnify, protect and save harmless the Telephone Company from and against any and all claims, demands, causes of action and costs, including attorneys fees, for damages to property and injury or death to persons, including payments under any Workmen's Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of attachee's facilities or by their proximity to the facilities of all parties attached to a pole, pedestal, or anchor or placed in a conduit system, or by any act or omission of the attachee's employees, agents of contractors on or in the vicinity of the Telephone Company's poles, pedestals, anchors, or conduit systems.

The attachee shall indemnify, protect and save harmless the Telephone Company and joint user from any and all claims, demands, causes of action and costs, including attorneys fees, which arise directly or indirectly from the construction and operation of attachee's facilities, including taxes, special charges by others, claims, and demands for damages or loss from infringement of copyright, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including attorneys fees, for infringement of patents with respect to the manufacture, use and operation of attachee's facilities in combination with poles, pedestals, anchors, conduit systems or otherwise.

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.3 OBLIGATION OF ATTACHEE (cont'd)

##### 2.3.4 Claims and Damages (cont'd)

Attachee shall indemnify, protect and save harmless the Telephone Company and joint user from any and all damages and costs imposed on the Telephone Company and joint user as a result of acts by the attachee, its employees, agents or contractors, including but not limited to the cost of relocating utility poles, pedestals, anchors or conduit systems resulting from a loss of right-of-way or property owner consents and/or the cost of defending these rights and/or consents.

##### 2.3.5 Insurance

A. The attachee shall carry insurance including contractual liability coverage issued by an insurance carrier satisfactory to the Telephone Company to protect the Telephone Company and joint user from and against any and all claims, demands, causes of action, judgments, costs, including attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in 2.3.4 preceding. The amounts of such insurance against:

1. Liability due to damage to property shall be not less than (\$250,000) as to any one occurrence, and (\$250,000) aggregate, and
2. Liability due to injury or death of persons shall be not less than (\$250,000) as to any one person and (\$500,000) as to any one occurrence.

B. The attachee shall also carry such insurance as will protect it from all claims under any Workmen's Compensation laws in effect that may be applicable.

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.3 OBLIGATION OF ATTACHEE (cont'd)

##### 2.3.5 Insurance (cont'd)

- C. All insurance required in accordance with 2.3.5.A and 2.3.5.B preceding must be effective before the Telephone Company will authorize attachment to a pole, pedestal, or anchor, utilization of an anchor and associated guy strand or occupancy of a conduit system and shall remain in force until all of attachee's facilities have been removed from all such poles, pedestals, anchors or conduit systems. In the event that attachee shall fail to maintain the required insurance coverage, the Telephone Company may pay any premiums thereon falling due and the attachee shall reimburse the Telephone Company for any such premium payments made.
- D. The attachee shall submit to the Telephone Company certificates from each company insuring the attachee to show that it has insured the attachee for all liabilities of the attachee covered by this tariff and that it will not cancel or change any policy of insurance issued to the attachee except after (60) days' written notice to the Telephone Company.

#### 2.4 PAYMENT ARRANGEMENTS

##### 2.4.1 Payment of Charges and Advance Payments

- A. The attachee is responsible for all charges applicable in connection with the attachment of its facilities to a pole, pedestal, and/or anchor; utilization of an anchor and associated guy strand or occupancy of a conduit system as specified in 3. following.
- B. Attachee shall furnish bond in a form satisfactory to the Telephone Company, or other satisfactory evidence of financial security, such as a cash deposit, in such amount as the Telephone Company from time to time may require, to guarantee the performance of all of attachees obligations hereunder. The amount of the bond or financial security shall not operate as a limitation upon the obligations of the attachee hereunder.

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.4 PAYMENT ARRANGEMENTS (cont'd)

##### 2.4.1 Payment of Charges and Advance Payments (cont'd)

- C. When the attachee furnishes a cash deposit pursuant to requirements specified in 2.4.1.B preceding, such deposit may be held during the continuance of authorizations granted under this tariff at the option of the Telephone Company as security for any and all charges which are or may become due to the Telephone Company under this tariff.
- D. Attachee shall make an advance payment to the Telephone Company prior to:
  - 1. Any undertaking by the Telephone Company of a field survey as required by 2.6.1.A. following, in an amount specified by the Telephone Company sufficient to cover the estimated charges for completing such field survey.
  - 2. Any performance by the Telephone Company of any make-ready work required as specified in 2.6 following, in an amount specified by the Telephone Company sufficient to cover the estimated charges for completing any required make-ready work.
- E. The amount of the advance payment required in 2.4.1.(D) preceding will be credited against the cost to the Telephone Company for performing such work or having such work performed by others.
  - 1. Where the advance payment made by the attachee is less than the charge by the Telephone Company, attachee agrees to pay the Telephone Company all sums due in excess of the amount of the advance payment.
  - 2. Where the advance payment made by attachee exceeds the charge by the Telephone Company, the Telephone Company shall refund the difference to the attachee.

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.4 PAYMENT ARRANGEMENTS (cont'd)

##### 2.4.1 Payment of Charges and Advance Payments (cont'd)

- F. The attachee shall pay all applicable charges due within 30 days of receipt of the billing of such charges.

#### 2.5 APPLICATIONS FOR ATTACHMENT AND/OR OCCUPANCY

##### 2.5.1 General

Before the attachee shall attach to a pole or anchor or occupy any portion of a conduit system, attachee shall make written application for and receive written authorization from the Telephone Company.

Attachee further agrees to designate a desired priority of completion of the field survey and make-ready work for each application relative to all other of its applications on file with the Telephone Company at the same time.

##### 2.5.2 Multiple Applications

- A. Applications received from multiple applicants for the same pole, pedestal, anchor or conduit system will be classified as follows:
1. Nonsimultaneous  
Received by the Telephone Company on different business days.
  2. Simultaneous  
Received by the Telephone Company on same business day.
- B. Where multiple applications are nonsimultaneous, the initial applicant will be offered the following options after the application is received from the additional applicant:



## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.5 APPLICATIONS FOR ATTACHMENT AND/OR OCCUPANCY (cont'd)

##### 2.5.2 Multiple Applications (cont'd)

#### B. (cont'd)

##### 1. Option One

The application of the initial applicant will be processed as if there is no other application on file for the same pole, pedestal, anchor or conduit.

##### 2. Option Two

The applications of the initial and additional applicant will be processed as if they were simultaneous applications.

- a. All work in progress on the initial applicant's applications will be suspended by the Telephone Company from the time that the initial applicant is offered Options One and Two until the initial applicant notifies the Telephone Company of the option it elects in accordance with b. following.
- b. The initial applicant will be required to indicate the option desired no later than (15) days after the Telephone Company has quoted the estimate of the make-ready charges that will apply under each option; otherwise the Telephone Company will deem the initial applicant to have selected Option One. Selection of an option prior to the quotation of the aforementioned make-ready charges is permissible.
- c. Option Two will be subject to acceptance of all of the multiple applications involved. The additional applicant will have (15) days from the receipt of written notification from the Telephone Company advising that the initial applicant has selected Option Two, to accept or reject the conditions applicable under Option Two; otherwise the Telephone Company will deem the additional applicant to have rejected such conditions.

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.5 APPLICATIONS FOR ATTACHMENT AND/OR OCCUPANCY (cont'd)

##### 2.5.2 Multiple Applications (cont'd)

- C. Where multiple applications are simultaneous or the initial applicant of nonsimultaneous applications has selected Option Two, the multiple applicants must develop a mutually agreeable order of pole, pedestal, or conduit availability and overall make-ready work completion schedule.
  - 1. Where multiple applicants cannot reach mutual agreement regarding order of pole, pedestal, or conduit availability and overall make-ready work completion schedule within (15) days from the receipt of written notification from the Telephone Company of the estimated charges for the required make-ready work, the Telephone Company will offer as an alternative to complete the total make-ready work required for all multiple applicants before simultaneously granting attachment or occupancy authorization to the multiple applicants.
  - 2. Any multiple applicant who fails to agree to the alternate arrangement within (15) days after receipt of written notification from the Telephone Company of such alternate arrangement will be considered by the Telephone Company to have cancel led its application relative to those poles, pedestals, and/or conduits which involve pending applications by the other applicant.
- D. Where multiple applications are nonsimultaneous and the initial applicant has selected Option One, the Telephone Company will:

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.5 APPLICATIONS FOR ATTACHMENT AND/OR OCCUPANCY (cont'd)

##### 2.5.2 Multiple Applications (cont'd)

##### D. (cont'd)

1. Consider the initial applicant as a nonmultiple applicant. Any change of priority of pole, pedestal, or conduit availability or work schedule completion that is desired after either has been initially agreed upon by the initial applicant with the Telephone Company will be subject to the Telephone Company's ability to accommodate such changes in its established work schedule.
2. Not perform the required make-ready work for the additional applicant until attachment or occupancy authorizations have been granted to the initial applicant, unless the performance of such work will not delay the completion of the make-ready work required to accommodate the initial applicant.

##### E. Field survey costs will be allocated as follows:

##### 1. Simultaneous applications

Each of the multiple applicants will be charged an equal share of the total initial and/or resurvey costs involved.

##### 2. Nonsimultaneous applications

Each applicant will be charged the costs related only to determining the accommodations requirements for its specific pole, pedestal, anchor or conduit requirements.

##### F. Make-ready work costs will be allocated as follows:

##### 1. Simultaneous applications

Each applicant will be charged an equal share of the total costs incurred by the Telephone Company to accommodate the multiple applicants.

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.5 APPLICATIONS FOR ATTACHMENT AND/OR OCCUPANCY (cont'd)

##### 2.5.2 Multiple Applications (cont'd)

##### F. (cont'd)

##### 2. Nonsimultaneous applications

- a. The initial applicant will be charged the total cost incurred by the Telephone Company to accommodate its attachments on poles, pedestals, and associated anchors or in the conduit system.
- b. The additional applicant will be charged the total cost incurred by the Telephone Company to accommodate the additional applicant's attachments on a pole, pedestal, anchor, or in a conduit system already authorized for attachment or occupancy by an initial attachee.

#### 2.6 MAKE-READY REQUIREMENTS

##### 2.6.1 Pole, Pedestal, and/or Anchor

- A. When an application for attachment to a pole, pedestal, and/or anchor is submitted by an attachee, a field survey will be required to determine the adequacy of the pole, pedestal, or anchor to accommodate attachee's facilities. Utilization of the available capacity of an existing anchor and its associated guy strand, when such utilization does not result in a reduction of the holding capacity below the level normally required by the Telephone Company for safety or other purposes, will be permitted at the option of the Telephone Company and provided the attachee agrees to pay the charges as specified in 3. following. The Telephone Company will advise the attachee in writing of the estimated charges that will apply for such field survey and receive written authorization from the attachee before undertaking such a survey.

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.6 MAKE-READY REQUIREMENTS (cont'd)

##### 2.6.1 Pole, Pedestal, and/or Anchor (cont'd)

###### A. (cont'd)

The field survey will be performed:

1. By representatives of the Telephone Company with optional participation of joint user, and attachee; or
  2. By attachee after written approval has been granted by the Telephone Company. The attachee will be required to furnish the field survey results data to the Telephone Company in a format specified by the Telephone Company and according to standards of accuracy and completeness satisfactory to the Telephone Company.
- B. The Telephone Company reserves the right to refuse to grant authorization for attachment to a pole, pedestal, or anchor or the utilization of an anchor and associated guy strand when the Telephone Company determines that the available capacity on such pole, pedestal, anchor or anchor and associated guy strand is required for its exclusive use or that of a governmental entity with attachment rights, and that the pole, pedestal, anchor or guy strand may not reasonably be rearranged or replaced to accommodate attachee's facilities.
- C. In the event the Telephone Company determines that a pole, pedestal, and/or anchor to which attachee desires to attach or an anchor and associated guy strand which the attachee desires to utilize is inadequate or otherwise needs rearrangement of the existing facilities to accommodate the attachee's facilities, the Telephone Company will advise the attachee in writing of the estimated make-ready charges that will apply.

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.6 MAKE-READY REQUIREMENTS (cont'd)

##### 2.6.1 Pole, Pedestal, and/or Anchor (cont'd)

- D. Attachee shall have (90) days from receipt of said written notification to indicate its authorization for completion of the required make-ready work and acceptance of the resulting charges. If the Telephone Company receives a request from an additional applicant for attachment to a pole, pedestal, or anchor for which written notification has been sent to an initial attachee, the initial attachee must authorize completion of the pending make-ready work within (15) days after receipt of written notification from the Telephone Company of the additional attachment request or until the end of the aforementioned (90) day period, whichever period of time is shorter.

##### 2.6.2 Conduit Systems

When an application for conduit occupancy is submitted by an attachee, a field survey by the Telephone Company will be required to determine the availability of the conduit system to accommodate attachee's facilities. The Telephone Company will advise the attachee in writing of the estimated charges that will apply for such field survey and receive written authorization from the attachee before undertaking such a survey. A representative of the attachee may accompany the Telephone Company's representative on such field survey.

The Telephone Company retains the right to determine whether conduit space is available or not. In the event the Telephone Company determines that rearrangement of existing facilities in the conduit system is required before the attachee's facilities can be accommodated, the Telephone Company will advise the attachee in writing of the estimated make-ready charges that will apply for such rearrangement.

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.6 MAKE-READY REQUIREMENTS (cont'd)

##### 2.6.2 Conduit Systems (cont'd)

Attachee shall have (90) days from the receipt of such written notification from the Telephone Company to indicate its authorization for completion of the required make-ready work and acceptance of the resulting charges.

Should the Telephone Company, or any governmental entity with whom the Telephone Company has an agreement granting such entity priority access to an occupancy of the Telephone Company's conduit system, need, for its own service requirements, any of the conduit capacity occupied by attachee's facilities and, if the Telephone Company advises attachee that attachee's facilities can be accommodated otherwise in the conduit system, attachee shall be required to rearrange its facilities in the manner designated by the Telephone Company and at the expense of the attachee. If attachee has not so rearranged its facilities within (15) days of receipt of such written notice from the Telephone Company, the Telephone Company may perform or have performed such rearrangement without any liability on the part of the Telephone Company, and attachee shall be liable for the costs.

##### 2.6.3 Work Schedule

In performing all make-ready work to accommodate attachee's facilities, the Telephone Company will endeavor to include such work in its normal work load schedule.

#### 2.7 INSPECTIONS

##### 2.7.1 General

A. The Telephone Company reserves the right to make periodic inspections of any part of attachee's facilities and guy strands attached to a pole or anchor or occupying a conduit system and attachee shall reimburse the Telephone Company for the expense of such inspections. Any charge imposed by the Telephone Company for such inspections shall be in addition to any other sums due and payable by attachee under this tariff.

## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.7 INSPECTIONS (cont'd)

##### 2.7.1 General (cont'd)

###### A. (cont'd)

1. The frequency and extent of such inspections by the Telephone Company will depend upon the attachée's performance in relation to the requirements of 2.3.3 preceding.
2. The Telephone Company will give attachée advance written notice of such inspections except in those instances where, in the judgment of the Telephone Company, safety considerations justify the need for such an inspection without waiting until a written notice has been forwarded to the attachée.

- B. The making of periodic inspections or the failure to make them shall not relieve the attachée of any responsibility or obligation of liability imposed by this tariff.

##### 2.7.2 Unauthorized Use

If any of the attachée's facilities shall be found attached to a pole, pedestal, or anchor or occupying a conduit system for which there is no authorization outstanding, the Telephone Company, without prejudice to its other rights or remedies under this tariff, including termination of authorization(s), may impose a charge and require attachée to submit in writing, within (15) days after receipt of written notification from the Telephone Company of the unauthorized attachment or occupancy, a pole, or pedestal attachment or conduit occupancy application. If such application is not received by the Telephone Company within the specified time period, attachée may be required to remove its authorized attachment or occupancy within (30) days of the final date for submitting the required application, or the Telephone Company may remove attachée's facilities without liability, and the expense of such removal shall be borne by the attachée.



## FACILITY SPACE ATTACHMENT

### 2. REGULATIONS (cont'd)

#### 2.7 INSPECTIONS (cont'd)

##### 2.7.2 Unauthorized Use (cont'd)

For the purpose of determining the applicable charge, all unauthorized pole or pedestal attachments or conduit occupancy shall be treated as having existed for a period of two (2) years prior to discovery or for the period beginning with the date on which the attachee was initially authorized to attach facilities of the same communications system to poles or occupy the conduit system, whichever period shall be the shorter; and the rates specified in 3. following shall be due and payable forthwith whether or not the attachee is permitted to continue the pole attachment or conduit occupancy.

No act or failure to act by the Telephone Company with regard to any unauthorized use shall be deemed as a ratification of the unauthorized use. If authorization should subsequently be issued, such authorization shall not operate retroactively or constitute a waiver by the Telephone Company of any of its rights or privileges under this tariff. The attachee shall be subject to all liabilities, obligations and responsibilities of this tariff in regard to said unauthorized use from its inception.

## FACILITY SPACE ATTACHMENT

### 3. RATES AND CHARGES

#### 3.1 FACILITY SPACE ATTACHMENT

##### 3.1.1 General

All attachment, utilization and occupancy charges are payable in advance, annually.

##### 3.1.2 Rates

<u>Pole, Pedestal, Anchor Attachment</u>	<u>Annual Rate</u>
A. Per pole or pedestal attachment	\$1.43
B. Per anchor attachment	43.15
 <u>Conduit Occupancy</u>	
A. Per foot of duct	.56
B. For the purpose of determining the duct feet chargeable, the duct considered occupied shall be measured from the	
- center to center of adjacent manholes, or	
- center of a manhole to the end of a duct not terminated in a manhole	

## FACILITY SPACE ATTACHMENT

### 3. RATES AND CHARGES (cont'd)

#### 3.2 CHARGES - NONRECURRING

##### 3.2.1 Determination

Charges for all work performed by the Telephone Company, or by its authorized representative, in connection with the furnishing of pole, pedestal, anchor and conduit system accommodations, as covered by this Tariff, shall be based upon the full cost to the Telephone Company for performance of the work. Charges will apply for, but are not limited to, field survey, make-ready work, inspection and removal of attachee's facilities and supervision, at the Telephone Company's option, of work performed by the attachee in and around the immediate vicinity of a conduit system.