

Michigan Bell Telephone Company, LLC  
TARIFF M.P.S.C. NO. 20R

**AT&T TARIFF**

Part 1 Section 1

PART 1 - Preface  
SECTION 1 - Title Sheet and Symbols

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Original Sheet 1

Regulations, Services and Charges Governing  
Regulated Intrastate Telecommunications Services  
Provided by Michigan Bell Telephone Company, LLC in the state of Michigan

The Michigan Bell Telephone Company, LLC offers services under this tariff. Michigan Bell Telephone Company, LLC is also known as AT&T Michigan, SBC Michigan, SBC Ameritech Michigan, AT&T Wholesale and Ameritech Michigan. Services offered pursuant to this tariff may be offered under any of these names or under the brand name AT&T or SBC. All regulated services offered by Michigan Bell Telephone Company, LLC, whether under that name, the names AT&T Michigan, SBC Michigan, SBC Ameritech Michigan, AT&T Wholesale or Ameritech Michigan or under the brand name AT&T or SBC, are subject to the terms and conditions of this tariff. (Michigan Bell Telephone Company, LLC hereinafter "the Company" or "Company").

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Issued under authority of 1991 PA 179 as amended.

Issued: January 9, 2025

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ATT TN MI-24-0005

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Detroit, Michigan

517 334-3400

PART 1 - Preface  
SECTION 1 - Title Sheet and Symbols

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Original Sheet 2

**A. APPLICATION**

This Tariff applies to the regulated Intrastate Intralata Telecommunications Services, provided by Michigan Bell Telephone Company, LLC, with a certified license to operate in exchanges and zones, within the State of Michigan, regulated by and subject to the terms and conditions of this Tariff on file with the Michigan Public Service Commission (M.P.S.C.) under the provision of Article 3 of the Michigan Telecommunications Act (MTA) (1991 PA 179).

**B. TARIFF SYMBOLS**

- (C) Signifies a changed regulation or change in text.
- (D) Signifies a discontinued rate, treatment or regulation.
- (I) Signifies an increased rate or new treatment resulting in an increased rate.
- (N) Signifies a new rate, treatment or regulation.
- (R) Signifies a reduced rate or new treatment resulting in a reduced rate.

**TRADEMARKS AND SERVICE MARKS**

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**C. REGISTERED TRADEMARKS AND SERVICE MARKS**

The following marks, used throughout this tariff are trademarks, registered service marks or registered trademarks of the American Telephone and Telegraph Company (AT&T):

Registered Service Marks

TOUCH-TONE

**TABLE OF CONTENTS**

<b><u>PART</u></b>	<b><u>TOPIC</u></b>
<b>1</b>	<b>Preface</b> Section 1: Title Sheet and Symbols Section 2: Table of Contents Section 3: Alphabetical Subject Index
<b>2</b>	<b>General Terms and Conditions</b> Section 1: Definitions and Abbreviations Section 2: Regulations Section 6: Pole Attachment and Conduit Occupancy Accommodations
<b>3</b>	<b>Vacant</b>
<b>4</b>	<b>Exchange Access Services</b> Section 1: Exchange Service Areas Section 4: Telephone Assistance Programs
<b>5 - 7</b>	<b>Vacant</b>
<b>8</b>	<b>Miscellaneous Services</b> Section 3: Emergency/Group Alerting Services
<b>9 - 13</b>	<b>Vacant</b>
<b>14</b>	<b>Wireless Services</b> Section 8: Miscellaneous Services
<b>15 - 19</b>	<b>Vacant</b>
<b>20</b>	<b>Grandfathered Services</b> Section 8: Miscellaneous Services
<b>21</b>	<b>Access Services</b> Section 1: General Section 2: Exceptions to FCC No. 2 Tariff
<b>22</b>	<b>Vacant</b>
<b>23</b>	<b>Interconnection Service for Local Exchange Telecommunications Carriers</b> Section 1: General Section 3: Database Access Section 5: Transit

PART 1 - Preface  
SECTION 3 - Alphabetical Subject Index

Original Sheet 1

**ALPHABETICAL SUBJECT INDEX**

TOPIC	PART	SECTION	SHEET
<b><u>A</u></b>			
Access	2	1	1
Access Line	2	1	1
Access Services – Intra-LATA Exceptions	21	2	1
Anchor and Down Guy	2	1	1
Pole Attachments	2	6	1
License (Poles and Conduit)	2	6	1
<b><u>B</u></b>			
911 Emergency Number Service	8	3	9
<b><u>C</u></b>			
Carrier Credit and Collection	2	2	26
Channel	2	1	2
Conduit, Occupancy of			
Charges	2	6	25
General Regulations	2	6	6
Construction and Maintenance of Facilities			
Poles and Conduit	2	6	11
Contract	2	1	3
<b><u>D</u></b>			
Dual Party Relay Service	2	2	24
<b><u>E</u></b>			
E-911 Emergency Number Service	8	3	1
Emergency Number Service Access (ENSA)	23	3	1
Emergency Reporting, Alerting and Dispatching Services	8	3	1
Group Alerting and Dispatching Service	8	3	2
Municipal Emergency Reporting Service	8	3	1
Public Emergency Reporting Service	8	3	5
Universal Emergency Number Service (911)	8	3	9
Exchange	2	1	5
Explanation of Symbols	1	1	2
<b><u>G</u></b>			
Grandfathering	2	1	5
Group Alerting and Dispatching Service	8	3	2

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**ALPHABETICAL SUBJECT INDEX (cont'd)**

TOPIC	PART	SECTION	SHEET
<b><u>I</u></b>			
Inspections (Poles and Conduit)			
Charges	2	6	25
Interconnection Service for Local Exchange			
Telecommunications Carriers	23	1	1
Database Access	23	3	1
Interface	2	1	6
Issuance of Licenses (Pole and Conduit)	2	6	5
<b><u>J</u></b>			
<b><u>K</u></b>			
<b><u>L</u></b>			
Legal Authority of Attachee (Poles and Conduit)	2	6	2
Liability of the Company	2	2	3
Liability of Company and Attachee (Poles and Conduit)	2	6	14
Local Access and Transport Area (LATA)	2	1	7
Local Calling Area	2	1	7

**ALPHABETICAL SUBJECT INDEX (cont'd)**

<b>TOPIC</b>	<b>PART</b>	<b>SECTION</b>	<b>SHEET</b>
<b><u>M</u></b>			
Manhole	2	1	8
<b><u>N</u></b>			
911 Services	8	3	9
Network Control Signaling	2	1	9
Network Interface	2	1	9
<b><u>O</u></b>			
<b><u>P</u></b>			
Pedestal	2	1	10
Pole Attachments	2	6	1
Public Emergency Reporting Service	8	3	5
<b><u>R</u></b>			
Rights of Way (Poles and Conduit)	2	6	26
<b><u>S</u></b>			
Service Marks, Registered	1	1	3
Symbols, Explanation of	1	1	2
<b><u>T</u></b>			
Termination of Attachments (Poles and Conduit)	2	6	22
Transit	23	5	1
Trench Systems, Occupancy of Charges	2	6	28

**ALPHABETICAL SUBJECT INDEX (cont'd)**

TOPIC	PART	SECTION	SHEET
-------	------	---------	-------

**U** (cont'd)

Undertaking of the Company	2	2	2
Universal Emergency Number Service (911)	8	3	9
Universal Service Discount Plan for Schools and Libraries	4	4	4
Universal Service Support Plan for Health Care Providers	4	4	7

**V**

**W**

Wireless Emergency Number Service Access (W-ENSA)	14	8	1
---	----	---	---

**Z**

PART 2 - General Terms and Conditions  
SECTION 1 - Definitions and Abbreviations

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Original Sheet 1

## DEFINITIONS

### Access

The provision of access to a local exchange network for the purpose of enabling a provider to originate or terminate telecommunications service within the exchange.

### Access Line

The medium over which a telecommunication user connects into the local exchange.

### Anchor and Down Guy

An Anchor is a device placed in the ground to which the Down Guy is attached for support of the pole, strand and cable being placed. A Down Guy is the strand placed between the pole and the anchor.

### Central Control Point

When it can be determined by the usage or the nature of the service that one of the customer's locations is the principal focal point (or control point) for transmitting to or receiving from other service points such location shall be established as the Central Control Point. In other cases where such a focal point cannot be determined the Central Control Point shall be established at one of the service points by mutual agreement with the customer.

### Channel

The term "Channel" designates the electrical path provided by the Telephone Company between two or more stations.

### Contract

The service agreement between a customer and the Company under which facilities for communication between specified locations, for designated periods, and for the use of the customer and the authorized users specifically named in the contract are furnished in accordance with the provisions of the applicable Tariffs.

### Customer

The person, firm, or corporation who contracts with the Company and is responsible for payment of charges and the compliance with the rules and regulations of the Company.

### Customer Premises

One building or portion of a building occupied by a customer either in the conduct of his business or as a residence. All offices occupied by a customer on the same or separate floor of one building or different buildings on the same continuous property are considered as part of the customer premises.

When regular exchange service or Centrex service is furnished in a communal type dwelling such as a dormitory, hotel boarding house or apartment, the term "Customer's Premises" refers to the room, apartment or suite of rooms occupied by the user. Under the same conditions, "Customer's Premises" for the management of such a dwelling would include all the other space not occupied by a tenant, e.g., halls, administrative offices, etc.



PART 2 - General Terms and Conditions  
SECTION 1 - Definitions and Abbreviations

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Original Sheet 2

**DEFINITIONS (cont'd)**

Effective Two-Wire Facilities

A facility that electrically is equivalent to a pair of wires. The facility is not necessarily a physical pair of wires.

Effective Four-Wire Facilities

A facility that electrically is equivalent to two pair of wires. Physically the facility is not necessarily two pair of wires.

Exchange

One or more contiguous central offices and all associated facilities within a geographical area in which local exchange telecommunications services are offered by a provider.

Grandfathering

The continuing of certain service offerings or rate treatment, which are no longer regular Tariff offerings or treatment, for those customers who were subscribers to such service offerings or rate treatment prior to their discontinuance.

Interface

That point on the premises of a customer or authorized user at which provision is made for connection of other than Company-provided facilities to facilities provided by the Company.

Local Access and Transport Area (LATA)

A geographic area established by a Telecommunications Operating Company for the provision and administration of exchange telecommunications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area

A geographic area encompassing the home local exchange or zone.

Manhole

An underground vault with ground level entrance cover designed to provide access for splicing, testing and maintenance of cable facilities.

PART 2 - General Terms and Conditions  
SECTION 1 - Definitions and Abbreviations

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Original Sheet 3

**DEFINITIONS (cont'd)**

Network Control Signaling

The transmission of signals used in the telephone system which perform functions such as supervision (control, status and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the Telecommunications Network.

Network Interface

The point of interconnection between Telecommunications Company communications facilities and terminal equipment, protective apparatus or wiring at or near a subscriber's premises. The network interface or demarcation point shall be located on the subscriber's side of the Telecommunications Company's protector, or the equivalent thereof in cases where a protector is not employed, as provided under the local Telecommunications Company's reasonable and nondiscriminatory standard operating practices.

Pedestal

An above ground housing, usually constructed of metal, used to enclose a cable splice and/or to provide a service wire connection point.

Public Utility

Any public utility subject to the regulation and control of the Michigan Public Service Commission that owns or controls, or shares ownership or control of poles, ducts, or conduits used or useful, in whole or in part, for supporting or enclosing wires, cables, or other facilities or apparatus for the transmission of writing, signs, signals, pictures, sounds, or other forms of intelligence, or for the transmission of electricity for light, heat, or power.

Same Continuous Property

The term "Same Continuous Property" refers to an uninterrupted plot of land occupied by one customer within the same block. "Same Continuous Property" excludes expressways or right-of-way property of railroad, power and pipe line companies.

Service Interface

That point of termination at which appropriate conformance testing and/or circuit alignment is performed. The Service Interface is located at the Network Interface or may be extended at the customer's request.

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## APPLICATION OF REGULATIONS

### A. APPLICATION

1. The provisions contained in Part 2 of this tariff apply to regulated Intrastate services and facilities furnished in Michigan by the Michigan Bell Telephone Company, LLC, hereinafter referred to as the Company.
2. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it.
3. Interexchange services and facilities are provided by the Company only within the LATA and affiliated exchanges (i.e., intraLata) in which the customer is located.
4. The Telephone Company may discontinue a Telephone Company intrastate service(s) in geographic areas in which the Telephone Company currently has no customers subscribing to the service(s).
5. The Company may discontinue certain Company services in geographic areas for which the Company has no customers subscribing to those services.

In addition and subject to the appropriate regulatory approvals, the Company may grandfather all services governed by this Tariff in certain geographic areas. Once grandfathered, such services will no longer be available for purchase and existing customers will no longer be able to move, add or change their existing service.

For service availability by Wire Center:

[https://cpr.web.att.com/pdf/dsa/zero\\_demand\\_tracker.pdf](https://cpr.web.att.com/pdf/dsa/zero_demand_tracker.pdf)

For service availability by address: <https://cpr.att.com:8443/search/csiServiceAvailability>

## GENERAL

### A. UNDERTAKING OF THE COMPANY

1. The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.

### B. LIABILITY OF THE COMPANY

1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, for defects in transmission, or failures or defects in facilities furnished by the Company, or for out-of-service conditions occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the appropriate charge to the customer for the period of service during which such mistake, omission, interruption, delay or error or defect in transmission, or failure or defect in facilities occurs.

**GENERAL**

**B. LIABILITY OF THE COMPANY (cont'd)**

1. The services furnished by the Company, in addition to the limitation set forth preceding, also are subject to the following limitation: the Company shall not be liable for damage arising out of mistakes, omissions, delays, errors or defects in transmission or other injury, including but not limited to, injuries to persons or property from voltages or currents transmitted over the service of the Company, (a) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (b) not prevented by Customer-provided equipment but which would have been prevented had Company- provided equipment been used.
2. The customer indemnifies and saves the Company harmless against claims for libel, slander or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
3. When the lines of other telecommunication services providers are used in establishing connections to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies.
4. A local directory for each exchange is produced from time to time but as experience demonstrates errors and omissions will occur with more or less frequency. If such error or omissions do occur, the Company is not liable for errors in or omissions from such directories. In cases where a specific charge has been made for a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.
5. The Company is not liable for any unavoidable defacement of or damage to the premises of a customer (or authorized user) resulting from the attachment of the Company's instruments, apparatus and associated wiring on such premises or from the installation or removal thereof.

**GENERAL (cont'd)**

**B. LIABILITY OF THE COMPANY (cont'd)**

7. Whenever commercial power or its equivalent is required to operate services or facilities provided by the Company at the customer's premises, the customer shall:
  - (1) Furnish such power which shall be suitable for the purpose;
  - (2) Provide and maintain all necessary power wiring and power outlets in a suitable location and in a safe fashion; and
  - (3) Allow the Company access to the power supply, if necessary.

In the event of a power failure, no allowance is made for interruption of service, and the Company shall not be held liable for such an interruption of service. Nor shall the Company be liable for any property damage or personal injury, or any other alleged damage or injury, caused by any customer-provided power supply, wiring, or power outlet.

**PROVISION, OWNERSHIP AND MAINTENANCE OF FACILITIES**

**A. PROVISION OF SERVICES BY COMPANY**

1. Where service is to be established at a location that would involve undue hazards to employees of the Company, the customer may be required to install and maintain facilities in a manner satisfactory to the Company, the remuneration, if any, to be based on the conditions involved.

**B. AVAILABILITY OF FACILITIES**

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities without unreasonable expense, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service. There is no obligation to furnish service where the Company is unable to make an economic assessment, due to its inability to secure the necessary information from the owner or developer of a property or other relevant party, to make that assessment.

In a location or area where there is no existing service or facilities present to meet the request for telecommunications service, the company may:

1. Require the payment of special construction charges according to the conditions set out in the AT&T Guidebook, Part 2 Section 5; or
2. Provide service using any technology, including unregulated technologies; or
3. Decline to provide service where it is uneconomical to deploy.

**C. PRIORITY OF SERVICE**

In case a shortage of facilities exists at any time either for temporary or protracted periods, the establishments of basic local exchange service and message toll service takes precedence in the furnishing of any other service or facility.

**D. TELEPHONE NUMBERS**

1. The assignment of a number to a subscriber's telephone service is made at the discretion of the Company. The subscriber has no proprietary right in the number, and the Company may make such changes in telephone numbers, including the central office designation, as in its judgement the requirements of the service may demand.

**E. RESERVED FOR FUTURE USE**

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**PROVISION, OWNERSHIP AND MAINTENANCE OF FACILITIES (cont'd)**

**F. OWNERSHIP OF COMPANY-PROVIDED LINES AND EQUIPMENT**

1. Facilities, such as equipment, instruments and lines furnished by the Company on the premises of a customer, authorized user, or agent of the Company are the property of the Company. These facilities are provided upon the condition that they must be installed, relocated (except as specified elsewhere) and maintained by the Company. The Company's agents and employees may enter the premises at any reasonable hour for the purpose of installing, inspecting, or repairing the facilities or for the purpose of making collections from coin boxes. They may also enter the premises upon termination or cancellation of the service for the purpose of removing the equipment, instruments and lines.
2. Except as otherwise provided in the following paragraph, equipment furnished by the Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof excepted.
3. In case of damage, loss or destruction of any of the Company's equipment while in the possession of the customer or authorized user and not due either to ordinary wear and tear or to fire, storm or other like casualty, the customer shall be responsible for the value of the equipment lost or destroyed, or for the cost of restoring the equipment to its original condition.

**G. MAINTENANCE, REPAIRS, AND REMOVAL OF COMPANY-PROVIDED EQUIPMENT AND FACILITIES**

1. All expense of maintenance and repair, in connection with equipment, facilities and services furnished by the Company, unless otherwise specified herein or elsewhere in the Company's Tariffs and Guidebooks, is borne by the Company.
2. A customer or authorized user may not, nor permit others to rearrange, disconnect, reconnect, remove or attempt to repair any apparatus or wiring furnished or owned by the Company, except as specified elsewhere in the Company's tariffs, guidebooks or upon the written consent of the Company. Where it is found that unauthorized work has been done by the customer, authorized user or his agents, charges will be made as if the work had been done by the Company.

**PROVISION, OWNERSHIP AND MAINTENANCE OF FACILITIES (cont'd)**

**H. "Grandfathering" of Existing Service Offerings No Longer Offered For New Installations**

1. General

Certain service offerings that have been discontinued to new customers or at new locations, are continued in service for specific customers who were subscribing to them at the time of their discontinuance. These exceptions provisions are referred to as the "grandfathering" of the customers involved. The service offerings continued on this basis are covered individually in Part 20 of the Tariff and Guidebook and are subject to the conditions specified in paragraph 2. following.

2. Service Offerings and Rate Treatments

Grandfathered service offerings are continued only for existing customers at existing locations. The rates for grandfathered services are subject to change in the same manner and to the same extent as regular service offerings. No new or additional "grandfathered" services will be furnished. New or additional services which are the same as, or comparable to, the grandfathered services are available at regular guidebook or contract rates.



## **NETWORK FACILITIES**

### **A. GENERAL**

1. Network Interface - The point of interconnection between telephone company communications facilities and terminal equipment, protective apparatus or wiring at or near a subscriber's premises. The network interface or demarcation point shall be located on the subscriber's side of the telephone company's protector, as provided under the Company's reasonable and non discriminatory standard operating practice.
2. The Company is responsible for all facilities, such as protector and wiring, on the network side of the NI. The customer is responsible for interior wire and other equipment on the customer's side of the NI.
3. Intrabuilding Network Cable is the cable in a building that extends the outside plant distribution facilities from the building entrance to equipment rooms, cross connection points or other distribution points. This is frequently referred to as riser cable, and is reserved for use by the Company.
4. Network Terminating Wire (NTW) is wire installed for a specific customer and network service, and used to connect the Intrabuilding Network Cable to the Network Interface. NTW is also used to connect outside plant distribution facilities to the Network Interface where Intrabuilding Network Cable is not provided. (Network Terminating Wire is that portion of the network cable which is inside a building and is placed between the last termination of the Intrabuilding Network Cable or outside plant facilities and the Network Interface.). NTW is installed by the Company and remains the property of the Company.
5. Service Interface (SI) is that point of termination at which appropriate conformance testing and/or circuit alignment is performed. The Service Interface is located at the Network Interface or may be extended at the customer's request.
6. The customer shall own the wire beyond the Network Interface. For some services, Company provided equipment may be placed at an extended SI, causing the customer owned inside wire to be interpositioned. Service has only one Point of Termination (Service Interface) per customer premises. Any additional termination beyond such Point of Termination is the sole responsibility of the customer.

## **CONTRACTS FOR SERVICE OR FACILITIES**

### **A. GENERAL**

Applications for service and facilities made orally, or in writing, become contracts upon the establishment of the service or facility.

### **B. INITIAL CONTRACT PERIODS AND MINIMUM CHARGES**

1. Unless otherwise specified in this Tariff, the minimum service period is one month from the date service is established and the minimum charge is the established rate for one month.
2. In lieu of contracts for the required initial service period, the Company may permit the payment of special installation charges or termination charges, in addition to the regular Establishment of Service Charges and installation charges.

**CONTRACTS FOR SERVICE OR FACILITIES**

**C. APPLICATION OF MINIMUM AND TERMINATION CHARGES**

1. Where a contract for service with a one-month minimum service period is cancelled before establishment of service is completed, a charge equal to the costs incurred by the Company, not to exceed the minimum service charge specified, is applied if all or a portion of the facilities has been installed.
2. Where a contract for service with an initial service period of more than one month is cancelled:
  - a. After the installation of the required service and facilities is completed, but before service is established, the termination charge applicable is as specified for the type of service involved.
  - b. Before installation is completed, a charge consisting of the loss on service and facilities in the process of being built or installed, the installation labor, the labor cost of removal and other expenses, such charge not to exceed the termination charges applicable for the type of service involved is applicable.
3. With respect to the original contract, minimum and termination charges are waived where a new customer takes over the contract, for the unexpired period thereof, for the service and facilities to be furnished at the same location without lapse of service, and assumes all unpaid charges on the original contract. Minimum and termination charges involved in the original contract are also waived where a new customer takes over the service and facilities covered by the original contract under the conditions stated, except as to payment of unpaid charges, and executes a new contract for the full required minimum period. In either case, minimum and termination charges apply for any service or facilities furnished under the original contract which are not retained by the new customer.
4. When the use of the service or facilities is terminated because of the condemnation, destruction, or damage of property by fire or other cause beyond the control of the customer, which renders the premises unfit for occupancy, the customer is required to pay only the charges for the period during which service or facilities have been furnished, no minimum or termination charges being applied.

## **PAYMENTS, DEPOSITS, ADJUSTMENTS AND CREDITS**

### **A. PAYMENT PROVISIONS**

1. The customer shall pay for services and facilities monthly in advance, except as otherwise provided in this Tariff or as required by lawful regulation or practical limitations, and shall pay all other charges when billed by the Telephone Company.
2. The customer assumes responsibility for all charges on messages originating on service contracted for by him and for messages received on which the charges have been reversed with the consent of the person answering the telephone, unless another party assumes responsibility for payment of a call under an arrangement mutually agreeable to the Telephone Company and the other party.

### **B. ADVANCE PAYMENTS**

Applicants for service and facilities, other than Federal, State or municipal governmental agencies, may be required to pay at the time the application is made all service connection charges and installation charges that may be applicable, as well as such special construction and installation charges as are to be borne by the applicant.

### **C. ADJUSTMENT OF CHARGES**

Adjustment of charges will be made when billing errors are brought to the attention of the Company as set forth in this section. Except as otherwise provided in a written contract between a customer and the Company, all requests for adjustments must be made in writing to the Company within two (2) years after the date when the bill that the customer seeks to adjust was rendered. No refunds will be made for billing errors that occurred more than two (2) years before the date a customer makes a written request to the Company for adjustment. Assuming that a written request for adjustment is made within this two (2) year period, refunds due the customer will be paid with interest on any amounts erroneously billed more than one (1) year before the date of the adjustment, with simple interest paid at the rate paid on United States savings bonds, series EE. Except as otherwise provided in a written contract between a customer and the Company, a customer will be liable for net underbilled service for one year from the date that the service was provided or a bill for that service was rendered, whichever is later. This limitation does not apply when the service was obtained by the customer by fraud or deception.

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**PAYMENTS, DEPOSITS, ADJUSTMENTS AND CREDITS (cont'd)**

**E. ADJUSTMENTS FOR LOCAL TAXES, FEES, ETC.**

1. The rate schedules set forth in the various tariffs of the Company do not include any amounts resulting from any taxes, fees, or exactions imposed by or for any municipal corporations or other political subdivision or local agency of government against the Company, its property or its operations.
2. Various telecommunications services as defined in the Michigan Telecommunications Act, and other services and products provided by the Company, are subject to certain federal, state and local taxes. The Company is required to bill these taxes to the customer and remit payments on behalf of the taxing entity. These taxes include a 3% federal excise tax, a 6% State of Michigan Use Tax, and 5% City of Detroit Utility User Tax which are billed on a monthly basis. Applicability of the different taxes is governed by federal, state and local statutes, rules, regulations and ordinances. The majority of telecommunications services provided by the Company are subject to both federal excise and State of Michigan use taxes. Individual telecommunications and other services and products are subject to the different taxes depending on the nature of the service, the points of origination or termination of the service, and the municipality in which the customer is located.

**F. LATE PAYMENT CHARGE - BUSINESS**

For Business customers, a late payment charge of 2.5% of the unpaid balance or \$15.00, whichever is greater, shall apply to amounts for basic local exchange services, toll, end user access charges, unregulated services such as custom calling and voice mail, and various surcharges for services such as 911 and local number portability, shown on a monthly bill which remain unpaid after the due date.

This charge does not apply to:

- amounts which are in dispute at the time the late payment charge would otherwise be applied
- federal excise tax or any other taxes levied by law directly on the customer
- accounts of the federal, state, county or local government

Credit, deposit and collection procedures outlined elsewhere in this tariff or guidebook are not waived or foreclosed by the application of a late payment charge.

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**PAYMENTS, DEPOSITS, ADJUSTMENTS AND CREDITS (cont'd)**

**G. LATE PAYMENT CHARGE - RESIDENCE**

For Residence customers, a late payment charge of 1.0% per month shall apply to amounts for toll, end user access charges, basic local exchange service, unregulated services such as custom calling and voice mail, and various surcharges for services such as 911 and local number portability, shown on the monthly bill which remain unpaid after the due date.

This charge does not apply to:

- amounts which are in dispute at the time the late payment charge would otherwise be applied
- federal excise tax or any other taxes levied by law directly on the customer
- accounts of the federal, state, county or local government

**H. FLAT AMOUNT LATE PAYMENT CHARGE - RESIDENCE**

A flat rate late payment charge of \$7.00 shall also apply to Residence customer accounts for past due amounts for toll, end user access charges, basic local exchange, unregulated service such as custom calling and voice mail, and various surcharges for services such as 911 and local number portability, shown on the monthly bill which remain unpaid after the due date.

This charge does not apply to:

- amounts which are in dispute at the time the late payment charge would otherwise be applied
- federal excise tax or any other taxes levied by law directly on the customer
- account of the federal, state, county or local government

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**CANCELLATION FOR CAUSE**

**A. GENERAL**

1. For cause as provided herein and without incurring any liability, the Telephone Company may either temporarily discontinue the furnishing of a service or facility to a customer or terminate the contract.
2. Where service is so terminated on the initiative of the Telephone Company, the regulations covering termination charges apply as in the case of termination of service at the customer's request.
3. In the event of discontinuation or termination of business service at a separate location the Company may transfer any unpaid balance to any other business service account of the customer.

**B. CANCELLATION AFTER WRITTEN NOTICE: BUSINESS SERVICE**

1. Under any of the conditions in (a) through (d) following, shut off or termination by the Telephone Company may be made five days after furnishing written notice to the customer by first class mail or personally served:
  - a. In the event of nonpayment of any sum due the Telephone Company for a business class of service.
  - b. Upon failure to make suitable deposit as required by this Tariff.
  - c. Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, maintenance, or replacement.
  - d. Upon a violation not otherwise provided for in any of the regulations governing the furnishing of a service or facility.

**CANCELLATION FOR CAUSE (cont'd)**

**C. CANCELLATION UPON WRITTEN REQUEST BY PUBLIC OFFICIALS**

1. Under either of the conditions in a. and b. following, written notice of intention to discontinue or terminate service, to which shall be attached a copy of the written representation referred to below, shall be given by posting a registered letter in the United States mails, addressed to the customer or his agent at the location to which bills for the service are sent, at least seventy-two hours prior to such discontinuance or termination:
  - a. Whenever the judge of any court of record in Michigan, having jurisdiction over criminal offenses, including any such judge acting under Act 196 of the Public Acts of 1917, as amended, the Attorney General of Michigan, the United States Attorney in and for any Federal judicial district in Michigan, or the Prosecuting Attorney of any county, shall represent in writing to the Company that he has probable cause to believe that the service furnished at a designated location is being used in furtherance of the commission of a specified criminal offense and in such writing shall request that such service be discontinued or terminated, the Company, if not restrained by order of a court of competent jurisdiction, will so discontinue or terminate such service, with like effect as to both the Company and the customer as though the latter had of his own volition directed that the same be done.
  - b. Upon notice in writing by a federal, state or local law enforcement agency, acting under the provisions of Public Law 87-216, that service is being or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of federal, state or local law.

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**CANCELLATION FOR CAUSE (cont'd)**

**D. IMMEDIATE CANCELLATION WITH VERBAL NOTICE: BUSINESS SERVICE**

1. Under any of the conditions in a. to h. following, said discontinuance or termination by the Telephone Company will be made immediately, verbal notice being given the customer or his agent in person or by telephone if he can be reached; a confirming written notice will be mailed to the customer or his agent at the address to which bills are sent:
  - a. In the event of the use of profane or indecent language over the facilities;
  - b. In the event of abandonment of the station or facilities;
  - c. If the use of the service or facilities by the customer, or the manner of such use, or his failure to contract for adequate facilities (though these require he defray an unusual expense), tends to affect injuriously the efficiency of the Company's general plant or services;
  - d. If a service or facility is used in a manner which substantially impairs the service of a particular customer;
  - e. In the event that a customer transmits a previously recorded message over the exchange or toll facilities of the Company without properly identifying himself or the sponsor.
  - f. Misrepresentation of the customer's identity for the purpose of obtaining any regulated service.
  - g. In the event of abuse or fraudulent use of service. Abuse or fraudulent use of service includes but is not limited to:
    - (1) The use of service or facilities of the Telephone Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;
    - (2) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, local telephone exchange service or message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the Telephone Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
    - (3) The use of service or facilities of the Telephone Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another.
  - h. Existence of a condition which is dangerous or hazardous to life, physical safety or property.



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**CANCELLATION FOR CAUSE (cont'd)**

**E. CANCELLATION OF SERVICE PROVIDED BY ANOTHER COMPANY**

The Company is permitted to discontinue or terminate basic local exchange service of a customer for nonpayment of undisputed charges of another provider, subject to provisions specified elsewhere in this tariff, if that provider's charges are billed by the Company and the charges are either regulated by this Commission or the Federal Communications Commission.

**F. LOCATION AND USE OF TELEPHONE SERVICES**

1. Conferencing, Bridging and Patching of Central Office Lines
  - a. Company facilities provided for telecommunications network service may be interconnected by the customer at his premises by means of switching equipment provided by the customer subject to the provisions in b. through d. following.
  - b. The company makes no representation that suitable transmission, operation or supervision will be obtained when such facilities are interconnected and the responsibilities of the Company shall be limited to the furnishing of facilities suitable for regular telecommunications network service and to the maintenance and operation of such facilities in a manner proper for such services.
  - c. Any facilities furnished or services performed by the company to facilitate the interconnection of such services will be provided at charges based on cost.
  - d. The interconnection of such services shall not be used in a manner so as to avoid the payment of proper telecommunications network service charges.

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## DUAL PARTY RELAY SERVICE

### A. DESCRIPTION

1. Dual Party Relay Service (DPRS) is a statewide telecommunications relay system that enables deaf, hard-of-hearing or speech-impaired persons using Telecommunication Devices for the Deaf (TDDs) or similar devices to communicate freely with the hearing population not using TDDs and vice versa.
2. Using a TDD, a deaf, hard-of-hearing or speech-impaired person can complete a call to a hearing person by dialing an 800 telephone number to access the relay center. A relay center attendant receives the TDD call and then places a voice call to the hearing party. The attendant relays the typed TDD message by voice to the hearing party and then relays the hearing party's voice message into a typed format back to the deaf, hard-of-hearing or speech-impaired person's TDD. Or in the reverse, a hearing person could call the relay center to have their voice message relayed to a deaf, hard-of-hearing or speech-impaired person via the relay center attendant.
3. DPRS provides service on a 24 hour per day seven days per week basis.

### B. REGULATIONS

1. Regulations specified in Part 2 apply to DPRS.
2. The Company is not liable for damages caused by the relay system or for errors in messages except in cases where specific call charges apply. In no event shall the Company be liable for any such error beyond the amount of such charge.
3. All calls handled by the relay center must be originated in Michigan. "900" and "976" or other recorded message calls will not be permitted through the relay center.
4. Either the calling or called party must be placing a call from or to a TDD or similar device.

### C. CHARGES

1. Calls through DPRS are rated and billed as if made directly from the originating number to the terminating number (as if they had not been placed through the center).
2. Charges for local and interzone calls, placed from a pay phone, do not apply unless billed to a third number, a credit card or collect.

Charges for toll calls, placed from a pay phone, billed to a calling card, will be charged at coin sent paid rates. Pay phone calls billed to a third number, a credit card or collect will be charged at appropriate assisted call rates.

3. Special discounts as specified in the AT&T Michigan Guidebook Part 9, Section 1, apply for toll calls placed through DPRS.

## **CARRIER CREDIT AND COLLECTION**

### **A. APPLICATION**

These Carrier Credit and Collection regulations apply to interconnection of a Carrier's network to the Company's network for use in its provision of local exchange service to its end users as defined in the AT&T Michigan Guidebook, Part 5, Section 2 (resale not under Section 251 of the Federal Act, including Telemanagement); and Part 23 (Interconnection).

The term "service" or "Carrier Class of Service" as used in these regulations shall mean "the Company's provision of network interconnection, resold service, as defined in the tariff provisions designated above or provided pursuant to a negotiated interconnection agreement approved by, or arbitrated before, the Commission. In addition, the term "Carrier" as used in these regulations shall mean "telecommunications carrier" as defined by the Telecommunications Act of 1996, Publ. L. No. 104-104, 110 Stat. 56 (1996) ("the Act") and the rules and regulations of the Federal Communications Commission and the Michigan Public Service Commission.

### **B. PAYMENT FOR SERVICE**

Bills for services furnished to Carrier shall be issued monthly. Carrier shall pay Ameritech all undisputed amounts on or before the payment date (the "Due Date").

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**CARRIER CREDIT AND COLLECTION (cont'd)**

**C. FAILURE TO MAKE PAYMENT FOR SERVICE**

The failure of Carrier to make payment for service of undisputed amounts by the Due Date will entitle the Company to exercise any, or all, of the following options:

- assess a late payment charge as specified for business service in Part 2, Section 2 of this tariff;
- require provision of a deposit or increase an existing deposit pursuant to a revised deposit request (a revised deposit request may also be issued as described in D.2. following);
- discontinue service.

The Company's exercise of any of these options shall not delay or eliminate Carrier's obligation to pay the charges set forth on each and every bill on, or before, the applicable Due Date.

**D. CARRIER APPLICANTS FOR SERVICE - DEPOSIT/ADVANCE PAYMENT**

1. A Carrier which applies to the Company for the establishment of an account for any Carrier Class of Service, as defined in A. preceding, is a "Carrier Applicant". A Carrier whose service has been discontinued pursuant to notice has the status of a Carrier Applicant.
2. If Carrier Applicant is unable to provide satisfactory credit information, the Company may require
  - an advance payment in the amount of the charges associated with establishing Carrier's service and estimated charges for first thirty (30) days of service; and
  - a deposit.

The Company will not establish service for Carrier Applicant until the advance payment and/or deposit have been received by the Company. Once service has been established, the deposit amount required of Carrier may be revised to reflect the quantity of service actually being billed to Carrier by Company.

3. The fact that a deposit, or revised deposit, request has been made under this paragraph D. or paragraph E. following in no way relieves Carrier from complying with the Company's regulations as to the prompt payment of bills.

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**CARRIER CREDIT AND COLLECTION (cont'd)**

**E. PRESENT CARRIER ACCOUNT - DEPOSIT**

A deposit can be required on an existing Carrier account, when Carrier fails to make payment for service as defined in B. preceding by the Due Date or has received a notice of disconnection from the Company.

**F. DISCONTINUANCE OF SERVICE**

1. The Company can discontinue or deny service for any of the following reasons:
  - failure to satisfy a deposit, or revised deposit, request by the Due Date;
  - failure to pay the undisputed portion of a past due bill to the Company and/or disputed portion of past due bill to escrow account satisfactory to Company;
  - Company has reason to believe that Carrier has used a device or scheme to obtain service without payment.
  - Unauthorized tampering or interference with facilities and equipment owned by the Telephone Company that are situated on or about the Carrier's or Carrier's customer's premises.
  - Refusal to grant access at reasonable times to equipment installed upon the premises of the Carrier or Carrier's customer for the purpose of inspection, maintenance, or replacement.
  - Misrepresentation of the Carrier's customer's identity for the purpose of obtaining service.
  - Any other unauthorized use or interference with service.
2. If Carrier fails to pay amounts billed including late payment charges and any outstanding advance payment, deposit, or revised deposit request ("Unpaid Charges") within fifteen (15) days after the Due Date, Company may notify Carrier that its service will be disconnected ("Notice of Disconnection") unless all Unpaid Charges are paid in full as described in 3. following within ten (10) business days of date notice is sent ("Disconnection Notice Period"). Disconnection can occur upon the conclusion of the Disconnection Notice Period.

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**CARRIER CREDIT AND COLLECTION (cont'd)**

**F. DISCONTINUANCE OF SERVICE (cont'd)**

3. If Carrier has a bona fide dispute regarding any portion of the Unpaid Charges, it shall initiate the following Dispute Procedure prior to the expiration of the Disconnection Notice Period:
  - immediately pay the undisputed portion of the Unpaid Charges to Company;
  - give written notice of the amounts which it disputes and include in such written notice the specific details and reasons for disputing each item; and
  - where a dispute has been asserted, immediately pay all disputed amounts into an interest-bearing escrow account with a third party escrow agent satisfactory to Company.
4. Escrow funds shall be disbursed as mutually agreed to by Carrier and Company. If, however, the Carrier and Company are unable to resolve the dispute, then within thirty (30) days, either party may file a complaint with the Commission to resolve the dispute. A claim of Disputed Charges shall in no way limit the Company's right to disconnect Carrier's service for the failure to pay the undisputed portion of Unpaid Charges as required in 3. preceding together with payment of all current charges to the Company by the Due Date.
5. Under no circumstances shall Company be responsible for notifying Carrier's end users that Carrier's service may be disconnected for Carrier's failure to pay Unpaid Charges and that in the event of such disconnection Carrier's end users should have selected a new Carrier to provide local exchange service. Furthermore, the failure of Carrier's customers to either:
  - \* receive any such notice or;
  - \* to select and obtain local exchange service from another carrier,shall not operate to delay or forestall the disconnection of service or nonpayment of the Carrier's Unpaid Charges, as set forth in the Notice of Disconnection or to require Company to continue to provide local exchange service to the Carrier's customers after Carrier's disconnection.
6. Any of Carrier's end users who apply for local exchange service directly from the Company are subject to its eligibility rules for new applicants.
7. The Company can discontinue service to Carrier for failure to pay Unpaid Charges and will have no liability to Carrier or its end users in the event of such disconnection.

## **1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS**

Under sec. 224 of the Act, either the FCC or the state commission has jurisdiction over rates, terms and conditions of access to poles, ducts and conduits to the exclusion of the other. The FCC has jurisdiction unless a state certifies and asserts jurisdiction. This tariff is being filed for informational purposes only. If the state asserts jurisdiction, this tariff will be effective.

### **A. DESCRIPTION**

The Company will make available, to the extent it may lawfully do so, access to poles, ducts, conduits and rights-of-way ("Structure") owned or controlled by the Company for the placement of the Attaching Party's Attachments. The availability of Company Structure for the Attaching Party's attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with others, all interests in property granted by persons or entities public and private, and all statutes, laws, codes, regulations, rules and common law, and all terms, conditions and limitations of any or all of the foregoing, by which the Company owns and controls Structure or interests therein.

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

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Original Sheet 2

**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**B. DEFINITIONS**

Attaching Party

A provider of telecommunication services, a cable television system, or such other parties as may be authorized by law.

Attachment(s)

Any cable, equipment, facilities, apparatuses or appurtenances used or useful in communication distribution networks providing Telecommunications Services or in a cable television system.

Capacity

Refers to space available on or in structure for an Attaching Party's Attachment without the requirement of further modifications to the structure.

Ducts/Conduits

Ducts and conduits means enclosed reinforced passages capable of supporting communication cables, ducts or conduits including single ducts, innerducts and lateral ducts into buildings owned by third parties, and the manholes, handholes, and pull-boxes associated with the ducts or conduit. Duct or conduit does not include ducts or conduits within buildings owned by third parties.

Conduit Occupancy

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

Field Survey

All work performed by the Company at the attaching party's expense to field check the Company's facilities to determine their availability for the attachments of the attaching party and the extent and cost, if any, of Make Ready Work required to accommodate the attaching party.

Innerduct

A single enclosed raceway for conductors or cables sometimes placed within ducts.

Poles

Poles mean poles owned by the Company, or poles owned by others or owned in part by the Company or which the Company has a contractual right to permit the use by attaching parties, but, in either event, which are used to support attachments.

Pole Attachment

Any item of attaching party's facilities affixed to a pole.



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

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Original Sheet 3

**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**B. DEFINITIONS (cont'd)**

Proprietary Information

"Proprietary Information" means:

1. all proprietary or confidential information of a Party (a "Disclosing Party") including specifications, drawings, sketches, business information, forecasts, records (including each Party's records regarding Performance Benchmarks), Customer Proprietary Network Information, Customer Usage Data, audit information, models, samples, data, system interfaces, computer programs and other software and documentation that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's Affiliates (individually and collectively, a "Receiving Party") pursuant to this tariff and, if written, is marked "Confidential" or "Proprietary" or by other similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; and
2. any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in subparagraph 1. above, unless such Information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as "Derivative Information").

Rights-of-Way

Rights-of-way are legal interests of the Company in property of others, such as easements, or licenses, which are suitable for use for attachments for communications distribution networks. Rights-of-way include ducts or conduit controlled by the Company that are located within buildings owned by third parties and not leased by the Company. Poles, ducts, conduit or rights-of-way do not generally include:

1. controlled environmental vaults, remote equipment buildings, huts or enclosures, cross-connect cabinets, panels and boxes, equipment closets or enclosures in buildings, or any like or similar equipment enclosures or locations, or the ducts or conduit connecting any of the foregoing to manholes or conduit runs between manholes; or
2. access to Ameritech owned or leased property for placement of distribution facilities other than in Ameritech poles, ducts or conduits.

Structure

Structure refers to Company owned or controlled poles, ducts, conduits and rights-of-way.

## 1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

### C. TERMS AND CONDITIONS

#### 1. Structure Availability

The Company will not make structure available: (a) where, after taking all reasonable steps to accommodate such request, there is insufficient capacity to accommodate the requested attachment, or (b) where an attachment cannot be accommodated based upon nondiscriminatorily applied considerations of safety, reliability or engineering principles.

Insufficient capacity for purposes of this tariff means the lack of existing available space and the inability to create the necessary space by taking all reasonable steps to do so. If Ameritech denies a request for access to its Structure for Insufficient capacity, safety, reliability or engineering reasons, Ameritech will provide the Attaching Party a detailed, written reason for such denial (i) as soon as practicable but in any event within forty-five (45) days of the date of such request if Ameritech has actual or constructive knowledge of the reasons for such denial or (ii) promptly upon Ameritech's receipt of such reasons for denial if such reasons are not known until after the expiration of such forty-five (45) day period.

#### 2. Franchises, Permits and Consents

Attaching party shall secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its attachments at the location of the Company structure it uses. Attaching party shall submit to the Company satisfactory evidence of attaching party's legal authority to occupy such rights-of-way and construct its facilities therein.

#### 3. Access and Modifications

Where necessary to accommodate a request for access by attaching party, and provided the Company has not denied access for insufficient capacity or safety, reliability or engineering reasons, or because the Company may not lawfully make the structure available, the Company will, modify its structure in order to accommodate the attachments of attaching party.

Before commencing the work necessary to provide such additional capacity, the Company will notify all other parties having attachments on or in the structure of the proposed modification to the structure. The modification to accommodate other attaching parties, including the Company, that desire to modify attachments.

If an attaching party requests access to an Ameritech right-of-way where Ameritech has no existing structure, Ameritech shall not be required to construct new poles, conduit or ducts, or to bury cable for an attaching party but will make the right-of-way available to an attaching party to construct its own poles, conduit or ducts or to bury its own cable; provided, however, if Ameritech desires to extend its own attachments, Ameritech will construct structure to accommodate the attaching party's attachment.

**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**C. TERMS AND CONDITIONS (cont'd)**

**3. Access and Modifications (cont'd)**

The costs of modifying a structure to accommodate attaching party's request, the requests of another attaching party or the needs of the Company shall be borne by the attaching party, the other requesting party or the Company, respectively, except that if other parties obtain access to the structure as a result of the modification such parties shall share in the cost of modification proportionately with the party initiating the modification. A party, including the Company, with a pre-existing attachment to the structure to be modified to accommodate another attaching party shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its attachment. In the event a party, including the Company, uses the modification to bring its structure or attachments into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, a party or the Company with a pre-existing attachment to the structure, shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is necessitated solely as a result of an additional attachment or the modification of an existing attachment sought by another attaching party. If a party, including the Company, makes an attachment to the modified structure after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

All modifications to the Company's structure will be owned by the Company. Attaching parties, including the Company, who contributed to the cost of a modification, may recover their proportionate share of the depreciated value of such modifications from parties subsequently seeking access to the modified structure.

**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**C. TERMS AND CONDITIONS (cont'd)**

**4. Installation and Maintenance Responsibility**

Attaching party shall, at its own expense, install and maintain its attachments in a safe condition and in thorough repair so as not to conflict with the use of the structure by the Company or by other attaching parties. Work performed by attaching party on, in or about the Company's structures shall be performed by competent workmen skilled in the trade with qualifications and training at least equivalent to that of the workers and contractors of the Company. The Company will specify the location on the structure where attaching party's attachment shall be placed. Attaching party shall construct each attachment in conformance with the permit issued for such attachment. Other than routine maintenance and service wire attachments, attaching party shall not modify, supplement or rearrange any attachment without first obtaining a permit therefor. Attaching party shall secure permission of the Company before entering any manhole, handhole or pull box for construction or maintenance purposes.

**5. Installation and Maintenance Standards**

Attaching party's attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, Bellcore Construction Practices, the FCC, the Commission, the Occupational Safety & Health Act and of any other governing authority having jurisdiction over the subject matter.

**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**C. TERMS AND CONDITIONS (cont'd)**

**6. Access Requests**

Any request by attaching party for access to the Company's structure shall be in writing and submitted to the Company's Structure Access Coordinator. The Company may limit the number and scope of requests from attaching party being processed at any time and may prescribe a process for orderly administration of such requests. Attaching party's attachment to the Company's structure shall be pursuant to a permit issued by the Company for each request for access.

The Structure Access Coordinator shall be responsible for processing requests for access to Company structure, administration of the process of delivery of access to Company structure, for all matters relating to access to Company structure.

**7. Unused Space**

Excepting maintenance ducts and ducts required to be reserved for use by municipalities, all usable but unused space on structure owned or controlled by the Company shall be available for the attachments of attaching party, the Company or other providers of telecommunications services or cable television systems. Attaching party may not reserve space on Company structure for its future needs.

**8. Maintenance Ducts**

One duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. The maintenance ducts shall be available to any party with an attachment for maintenance purposes.

**9. Cost of Certain Modifications**

If, at the request of a governmental entity, third party, court or Commission or property owner, the Company moves, replaces or changes the location, alignment or grade of its conduits or poles, the Company shall bear the expense of relocating attachments to those conduits or poles.

**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**C. TERMS AND CONDITIONS (cont'd)**

**10. Maps and Records**

The Company will provide attaching party, at their request and expense, with access to maps, records and additional information relating to its structure. The Company does not warrant the accuracy or completeness of information on any maps or records. Maps, records or information may not be resold.

**11. Occupancy Permit**

Attaching party's access to Company's structure shall be pursuant to a permit issued by the Company for each requested attachment. Any such permit shall automatically terminate (a) if attaching party's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners necessary for the attaching party to lawfully maintain the attachment is terminated, (b) if attaching party has not placed and put into service its attachments within one year from the date the Company has notified attaching party that such structure is available for attaching party's attachments, (c) if attaching party ceases to use such attachment for any period of one year, (d) failure to comply with a term or condition of this tariff or if Company ceases to have the right or authority to maintain its structure, or any part thereof to which attaching party has attachments. If attaching party surrenders its permit for any reason, but fails to remove its attachments from the structure, the Company shall remove the attaching party's attachments at the attaching party's expense. The Company will provide the attaching party at least sixty (60) days written notice prior to (a) terminating a permit or service to an attaching party attachment or removal thereof for a breach of the provisions of this tariff, (b) any increase in the rates for attachments to the Company's structure, (c) any modification to the Company's structure to which the attaching party has an attachment, other than a modification associated with routine maintenance or as a result of an emergency.

**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**C. TERMS AND CONDITIONS (cont'd)**

12. Inspections

The Company may make periodic inspections of any part of the attachments of attaching party located on Company structures. Attaching party shall reimburse Company for the expense of such inspections. Except for inspections following the construction of permitted attachments, or in cases involving safety, damage to attachments or potential violations of this tariff, such inspections shall not be made more often than once every five (5) years. Where reasonably practicable to do so, the Company shall provide prior written notice to attaching party of such inspections.

13. Damage to Attachments

Both attaching party and the Company will exercise precautions to avoid damaging the attachments of the other or to any Company structure to which attaching party obtains access hereunder. The party damaging the attachments of the other shall be responsible to the other therefor.

14. Deposits

A deposit shall be required for each request from attaching party for map preparation, make-ready surveys and make-ready work.

15. Interconnection

Upon attaching party request, the Company will permit the interconnection of ducts or conduits owned by attaching party in Company manholes. Interconnection will not be permitted where modification of Company structure to accommodate attaching party request for access is possible. Attaching party will be responsible for any costs required to accommodate the interconnection.

**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**C. TERMS AND CONDITIONS (cont'd)**

15. Interconnection (cont'd)

Requests by attaching party for interconnection of attaching party's attachments in or on Company structure with the attachments of other attaching parties in or on Company structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this tariff for and reasons of capacity, safety, reliability, and engineering. Attaching party will be responsible for the costs of any make ready work required to accommodate the interconnection.

16. General Indemnity Rights

Except as provided below, each of the Company and the Attaching Party (the "Indemnifying Party") shall defend and indemnify the other, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

- a. any Loss to a third person arising out of the negligence or willful misconduct by such Indemnifying Party, its agents, its customers, contractors, or other retained by such parties, in connection with the provision or use of services under this tariff;
- b. any Loss arising from such Indemnifying Party's use of services offered under this tariff, involving:
- c. any Loss arising out of the failure of the Indemnifying Party to comply with any provisions of this tariff or any Applicable Law.

In the case of any Loss alleged or made by a customer of either party, the party whose Customer alleged or made such Loss shall be the Indemnifying Party and the other party shall be the Indemnified Party.

For purposes of tariff, a "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).



**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**C. TERMS AND CONDITIONS (cont'd)**

**17. Limitation of Liability**

The following applies in addition to all other limitations in this tariff. The Company and the Attaching Party shall be responsible only for services and facilities which are provided by it, its authorized agents, subcontractors, or others retained by it, and neither shall bear any responsibility for the services and facilities provided by the other, its agents, subcontractors, or other persons retained by such parties.

In the case of any Loss arising from the negligence or willful misconduct of both parties, each party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence or misconduct or the negligence or misconduct of such party's agents, subcontractors, or other persons acting in concert with it.

Except for indemnity obligations each party's liability to the other party for any loss relating to or arising out of any negligent act or omission in its performance shall be limited to the total amount that is or would have been charged to the other party by such negligent or breaching party for the services or functions not performed or improperly performed.

Each party shall, to the maximum extent permitted by applicable law, provide in its tariffs and contracts with its Customers that relate to any Service or facility provided or contemplated that in no case shall such Party or any of its agents, contractors or other persons retained by such parties be liable to any customer for any Consequential Damages as defined below. If a party breaches its obligations under this subparagraph 17, the breaching party shall be liable to the non-breaching party for any and all losses resulting from such breach, including the indemnification of and/or reimbursement for losses arising from claims by and from such breaching party's customers.

In no event shall either party have any liability whatsoever to the other party for any indirect, special, consequential, incidental, or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other party has been advised of the possibility of such damages; provided that the foregoing shall not limit a party's obligation to indemnify, defend and hold the other party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees and Consequential Damages of such third party.

Except as expressly provided in this tariff, no remedy set forth in this tariff is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**C. TERMS AND CONDITIONS (cont'd)**

**18. Force Majeure**

In addition to other limitations in these tariffs:

No party shall be responsible for delays or failures in performance of any part of this tariff (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively a "Force Majeure Event"); or delays caused by the other party or any other circumstances beyond the party's reasonable control. If a Force Majeure Event shall occur, the party affected shall give prompt notice to the other party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such party is affected by such Force Majeure Event during the continuance thereof be excused from such performance (and the other party shall likewise be excused from performance of its obligations to the extent such party's obligations relate to the performance so interfered with). The affected party shall use its reasonable efforts to avoid or remove the cause of non-performance and the parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Notwithstanding the preceding, no delay or other failure to perform shall be excused pursuant to this section:(i) by the acts or omission of a party's subcontractors, materialmen, suppliers or other third persons providing products or services to such party unless such acts or omissions are themselves the product of a Force Majeure Event, and unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the party claiming excusable delay or other failure to perform, or (ii) if such party fails to implement any steps taken to mitigate the effects of a Force Majeure Event (e.g., disaster recovery plans) in a non-discriminatory manner during the period performance is impaired.

**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**C. TERMS AND CONDITIONS (cont'd)**

19. Abandonments, Sales or Dispositions

The Company shall notify the attaching party of the proposed abandonment, sale, or other intended disposition of any structure.

20. Unauthorized Attachments

The Attaching Party shall promptly submit a request for access for any Attachment of the Attaching Party made without a permit. The Attaching Party shall pay the Company the Unauthorized Attachment Fee for each such unauthorized attachment.

21. Taxes

The attaching party shall be solely responsible for any or all taxes levied on its attachments on the Company's structure.

22. Worksafety

Each party will be solely responsible for safety and supervision of its own employees in working in and around the Company's poles, ducts, conduits, and rights-of-way and shall comply with all applicable laws including the Occupational Health and Safety Act.

23. Proprietary Information

The Disclosing Party will use its reasonable efforts to follow its customary practices regarding the marking of tangible Proprietary Information as "confidential", "proprietary", or other similar designation. The Parties agree that the designation in writing by the Disclosing Party that information is confidential or proprietary shall create a presumption that such information is confidential or proprietary to the extent such designation is reasonable.

**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**C. TERMS AND CONDITIONS (cont'd)**

**23. Proprietary Information (cont'd)**

Notwithstanding the requirements of this Section, all information relating to the Customers of a Party, including information that would constitute Customer Proprietary Network Information of a Party pursuant to the Act and FCC rules and regulations, and Customer Usage Data, whether disclosed by one Party to the other Party or otherwise acquired by a Party in the course of the performance of this General Statement, shall be deemed "Proprietary Information".

Each Receiving Party agrees that from and after the Effective Date:

- a) all Proprietary Information communicated, whether before, on or after the Effective Date, to it or any of its contractors, consultants or agents ("Representatives") in connection with this tariff shall be held in confidence to the same extent as such Receiving Party holds its own confidential information; provided that such Receiving Party or Representative shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;

A Receiving Party may disclose Proprietary Information of a Disclosing Party to its Representatives who need to know such information to perform their obligations under this General Statement; provided that before disclosing any Proprietary Information to any Representative, such Party shall notify such Representative of such person's obligation to comply with this tariff. Any Statement by any of its Representatives and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its Representatives from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this General Statement in any material respect. A Disclosing Party shall not disclose Proprietary Information directly to a Representative of the Receiving Party without the prior written authorization of the Receiving Party.

**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**C. TERMS AND CONDITIONS (cont'd)**

**23. Proprietary Information (cont'd)**

Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of this Section and (ii) reasonably necessary to perform its obligations under this tariff. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

This Section shall not apply to any Proprietary Information which the Receiving Party can establish to have:

- a) been disclosed by the Receiving Party with the Disclosing Party's prior written consent;
- b) become generally available to the public other than as a result of disclosure by a Receiving Party;
- c) been independently developed by a Receiving Party by an individual who has not had knowledge of or direct or indirect access to such Proprietary Information;
- d) been rightfully obtained by the Receiving Party from a third person without knowledge that such third person is obligated to protect its confidentiality; provided that such Receiving Party has no reasonable basis on which to inquire as to whether or not such information was subject to a confidentiality agreement at the time such information was acquired; or
- e) been obligated to be produced or disclosed by Applicable Law; provided that such production or disclosure shall have been made in accordance with this Section.

**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**C. TERMS AND CONDITIONS (cont'd)**

**23. Proprietary Information (cont'd)**

If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an order, appropriate protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

If a Receiving Party is required by any governmental authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section with respect to all or part of such requirement.

The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary Information, including cooperating with the Disclosing Party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**C. TERMS AND CONDITIONS (cont'd)**

**23. Proprietary Information (cont'd)**

All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this General Statement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of services under this tariff.

At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this tariff, upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of services under this tariff.

The Receiving Party may at any time either return to the Disclosing Party or destroy Proprietary Information.

If destroyed, all copies shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary Information shall not relieve any Receiving Party of its obligation to treat such Proprietary Information in the manner required by this tariff.

**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**C. TERMS AND CONDITIONS (cont'd)**

**24. Compliance with Applicable Law**

Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, decisional law, final and nonappealable orders, decisions, injunctions, judgments, awards and decrees ("Applicable Laws") that relate to its obligations under this tariff.

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this tariff. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law and (ii) listed by any governmental agency as a hazardous substance.

**25. Insurance**

At all times, each Party shall keep and maintain in force at such Party's expense all insurance required by Applicable Law, general liability insurance in the amount of at least \$10,000,000 and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance. If the attaching party has a net worth in excess of \$100,000,000, this insurance may be provided through a program of self-insurance.

**26. Warranty Disclaimer**

Except as expressly provided under this tariff, no party makes or receives any warranty, express, implied or statutory, with respect to the services, functions, products or facilities it provides or is contemplated to provide under this tariff and each party disclaims the implied warranties of merchantability and/or of fitness for a particular purpose.



**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**D. FEATURES**

1. Standard Features

Application Fees

Application Fees cover the cost of establishing records, databases and systems, and similar administrative procedures to accommodate an attaching party's requests for attachment. Application Fees are payable with attaching party's initial request for attachment. Application Fees are not refundable.

Maps, Records and Information Charges (Information Access)

Information access charges cover the cost of administration and participation required to provide viewing of maps, records, drawing and information and researching, preparing and possibly copying maps and/or records, drawing and information.

Prior to initiating access to information requester shall deposit with the Company against the charges thereof the Company's estimated amount of charges associated with the Information Access request. The requester shall pay the amount by which the costs of the request exceed the estimate. Company will reimburse to requester the amounts by which the deposit exceeds the actual cost of the request.

**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**D. FEATURES (cont'd)**

**1. Standard Features (cont'd)**

Make Ready Work Charges

Charges include all of Company's costs to prepare Structure for the attachments of attaching party, including engineering, field surveys, permits, construction, rearrangement, replacements, inspections, administration and supervision.

- a. The charges for Make Ready Work are the full cost to the Company to perform the required work.
- b. Prior to commencing any Make Ready Work by Company, attaching party shall deposit with Company against the Make Ready Work charges Company's estimated amount of the Make Ready Work charges. Attaching party shall pay the amount by which the Make Ready Work Charges exceed the deposit. Company will refund to attaching party the amount by which the deposit exceeds the Make Ready Work Charges.
- c. For requests for access to Company's conduit or rights-of-way, attaching party shall make separate deposits for field survey Make Ready Work to determine the actual availability of space apparently available based on Company's records and for the Make Ready Work to prepare the rights-of-way or conduit for attaching party's attachment.
- d. In the event other attaching parties share in the responsibility for the modification to the Company's structure, the deposits required by this section shall be attaching party's proportionate share of the Make Ready Work Charges.

Attachment Fees

Fees are the recurring charges to attaching party to place its attachments in or on Company structure.

**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**D. FEATURES (cont'd)**

1. Standard Features (cont'd)

Attachment Fees (cont'd)

- a. Attachment Fees are due and payable twice each year in advance. On January 1 of each year, attaching party will be billed for its attachments to Company structure in place and for which Make Ready Work has been completed as of December 1 of the previous year, on July 1 of each year, attaching party will be billed for its attachments to Company's structure in place and for which Make Ready Work has been completed as of June 1. Any attachments made within each billing period will be billed at the time of the attachment for the entire billing period.
- b. The Attachment Fee for poles applies to each pole on which attaching party has placed its attachments or for which Make Ready Work pursuant to a request for access has been complete. The Attachment Fee applies per pole, per year for each one foot of space occupied by attaching party's attachments.
- c. The Attachment Fee for duct or conduit applies to the total number of feet of Company conduit system or ducts in which attaching party has placed attachments or for which Make Ready Work pursuant to a request for access has been completed.

The length of the duct or conduit occupied is measured from wall to wall of the manholes, or from the wall of the manhole to the end of the Company's conduit system or duct occupied by the attaching party's attachment, plus the cable racking and maintenance loop space measured by the length of the attaching party's cable within each manhole.

If attaching party's partial occupancy of a continuous conduit system or duct renders the remainder or any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion rendered unusable.

If attaching party occupies an entire duct, the Attachment Fee shall be the "Full Duct" rate per duct foot for the attachment.

If attaching party occupies an inner duct, the Attachment Fee shall be the "Inner Duct" rate per innerduct foot for the attachment

**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**D. FEATURES (cont'd)**

1. Standard Features (cont'd)

Attachment Fees (cont'd)

- d. The Attachment Fee for linear rights-of way applies to the total linear footage of strips of land three feet wide suitable for direct buried or trench placement of cable facilities of Company right-of-way in which attaching party has placed attachments or for which Make Ready Work pursuant to a request for access has been completed.
- e. If attaching party's partial occupancy of a continuous linear right- of-way renders the remainder or any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion rendered unusable.

The Attachment Fee for attaching party's equipment cabinets or enclosures placed on Company rights-of-way will be priced on a case-by-case basis, depending upon the proposed attachment and the characteristics of the rights-of-way in question including the consumption of usable space of the right-of-way by the attachment and its usability for the attachment of others after the attachment.

The Attachment Fees for attaching party's attachments to Company rights-of-way within buildings or on campuses owned by third parties will be priced on a case-by-case basis, depending upon the proposed attachment and the characteristics of the right-of-way in question including the consumption of usable space of the right-of-way by the attachment and its usability for the attachment of others after the attachment, and the cost to the Company of the right-of-way in question.

Periodic Inspection Fees cover attaching party's portion of the costs to Company to make periodic inspections of its structure with respect to the attachments of all attaching parties.

- f. The Company reserves the right to price on a case-by-case basis any extraordinary attachment to any of its poles, ducts, conduits or rights-of-way. An extraordinary attachment is any attachment to a pole, duct, or conduit or right-of-way which is not typical of attachments commonly made to poles, ducts, conduits or rights-of-way, as the case may be, and which impacts the usability of the pole, duct, conduit or right-of-way in excess of a typical attachment or which presents greater than typical engineering, reliability, or safety concerns to other users of the duct, pole, conduit or right-of-way.
- g. The fee for unauthorized attachments to the Company's poles, ducts, conduits or rights-of-way is an amount equal to five (5) times the annual attachment fee for each such unauthorized attachment.

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

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Original Sheet 23

**1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)**

**E. Prices**

1. Service Elements

<u>Description</u>	<u>Nonrecurring Charge</u>	<u>Per Year</u>
Application Fee		
- per request or assignment	\$200.00	
Pole Attachment Fee		
- per pole, per year for each one foot of usable space occupied		\$1.92
- per pole, per year for each additional foot of usable space occupied		\$1.92
Conduit Attachment Fee		
- per foot of duct occupied, per foot per year		.69
- per foot of innerduct occupied, per foot per year		.46

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